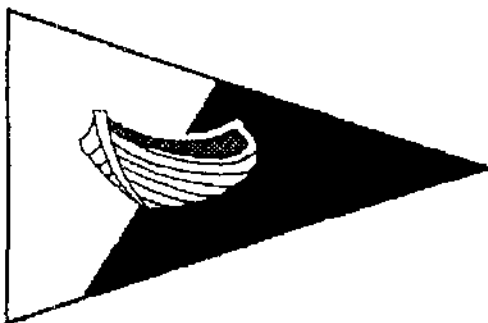


**GIG HARBOR  
CITY COUNCIL MEETING**



**JULY 11, 1994**

**7:00 P.M., CITY HALL COUNCIL CHAMBERS**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
JULY 11, 1994 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**PUBLIC HEARING:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

**OLD BUSINESS:**

1. Second Reading - ULID #3 Final Assessment Roll Ordinance.
2. Second Reading - 1994 Water and Sewer Revenue and Refunding Bonds.
3. Second Reading - Procedure for Adoption of Ordinances.
4. Selection of Harborline Alternative.

**NEW BUSINESS:**

1. First Reading - Ordinance Adopting the 1994 Nonresidential Energy Code.
2. Chinook Avenue Extension - St. Nicholas Church.
3. TIA Grant for North Harborview Drive Project
4. HEX Recommendation - REZ 94-01 - Providence Ministries.
5. Appeal of HEX Decision - CUP 94-02 - Jackson, Bed & Breakfast.
6. Bond Purchase Contract.
7. Street Striping Contract - Apply-A-Line.
8. Liquor License Request - Maritime Mart.

**STAFF REPORTS:**

Ben Yazici - Director of Public Works.

**MAYOR'S REPORT:**

**COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**EXECUTIVE SESSION:** Property Acquisition.

**ADJOURN:**

## REGULAR GIG HARBOR CITY COUNCIL MEETING OF JUNE 27, 1994

PRESENT: Councilmembers Platt, Ekberg, Stevens Taylor, Markovich, Picinich and Mayor Wilbert.

### PUBLIC HEARING:

ULID #3 Final Assessment Roll. Ben Yazici presented a history of the sewer construction project from SR-16 Burnham Drive Interchange to the City of Gig Harbor Waste Water Treatment Plant. He explained that the project was completed for \$115,672 less than the original project cost stated within Ordinance #617 forming ULID #3, and \$93,480 less than the Preliminary Assessment Roll, due to excellent bids, and the exclusion of the upgrade of Lift Station #3 on Harborview Drive due to contaminated soils. He reviewed the changes in the numbers from the Preliminary Assessment Roll and the Final Assessment Roll and explained the reason for the changes.

Mr. Yazici explained that the Peninsula School District had requested that some of their expenditures incurred before formation of the ULID #3 be credited to their assessment and requested the public hearing be postponed until the details could be worked out. The District had not executed a Preformation Expenditure Agreement with the City to legally receive credit for these expenditures.

The city's bond counsel, Cynthia Weed of Preston, Thorgrimson and Ellis, stated that she had contacted the Attorney General for the State Auditor and found that if all the participants are in agreement with the School District, and if they all sign a document giving the district credit, then the credit could be given without requiring the city to account for such expenses. Mr. Yazici recommended that the public hearing not be postponed and that the agreement between the participants be brought back to Council at the second reading of the ordinance on July 11th.

Dave Cunningham - Mr. Cunningham spoke representing Pope Resources, a participant in the ULID #3. He said he has been a participant of the ULID from the beginning and is willing to support it. When their assessment increased approximately \$60,000, he was concerned. After checking on the reasons for the increase with Tom Semon, he feels it is a legitimate expense. Although they have not had time to examine the figures, he supports coordinating with the Peninsula School District as long as it does not delay the ULID #3 Final Assessment.

Greg Elderkin - Mr. Elderkin, representing Ballinger Corporation, stated they support the final assessment and are looking forward to working with the school district over the next week to come to an agreement on their costs.

Mary Urbach - Vandeberg & Johnson - Ms. Urbach, counsel for the school district, stated that they concur with the approach that is recommended by the city's bond counsel. She added that the school district is in the process of trying to obtain voluntary agreements from all the participants. She said she also spoke with the Attorney General for the State Auditor and that she has approved the form of the agreement. They expect to have a successful conclusion to present at the July 11th second reading of the Ordinance.

Tom Tucci - Mr. Tucci spoke representing Tucci and Sons. He stated he felt uncomfortable with the overestimated amount that is set for his property in this ULID. He said they had gone on record as opposing the amount of gallons per day that had originally been requested. When they went in the preliminary assessment requesting 127,000 gallons, they grossly overestimated the amount. He added that he was not here to throw a kink into this thing and would certainly live up to the commitment they made. He said that in discussing this matter with some of the other participants, he knows that there is another member in the ULID that has underestimated his amount and asked Ben or Mark, that within this time frame of the final assessment, is it possible to do some shifting of allocations between the ULID members?

Mr. Yazici clarified to council there was no influence by the city to assign the original gallonage requested. He asked Cynthia Weed to answer the question from Mr. Tucci. Ms. Weed answered Mr. Tucci by suggesting that the School District meet with all the participants to work out the details of the allocation of the preformation expenditures. If it's part of that, if you reach an independent agreement and both parties have signed the agreement, then it will become part of the assessment roll brought back to the council.

Tom Tucci - Mr. Tucci added the following information: In January of 1992 just before the preliminary assessment was finalized they discovered that they grossly overestimated their flow and they had provided a notice when they signed the preliminary assessment to that fact. Then they notified the ULID members. They will certainly live with the commitment they have, and do not wish to throw a kink in this thing and delay it any further. He would certainly be willing to sit down and review the cost, and he's sure it will be acceptable.

Walt Smith - Mr. Smith stated he was not involved in the early negotiations but that he has signed an agreement with the Peninsula School District that all applicable funds would be paid and due that they put up front and that he felt the participants should share in, and therefore he has already signed an agreement with the school district and is willing to pay a proportionate share, whatever it is, and that he concurs with their assessment.

Mayor Wilbert asked if there were any objections to the ULID #3 Final Assessment Roll. Mr. Tom Tucci handed a letter to the City Administrator, Mark Hoppen, which he in turn presented to Cynthia Weed. After reviewing the letter and determining that it basically reiterated his previous testimony, said it would not be considered an objection if the participants were able to come to a compromise in regards to his overestimate of gallons.

The public hearing for this item was closed at 7:44 p.m.

**PUBLIC COMMENT / DISCUSSION:** None.

**CALL TO ORDER:** 7:44 p.m.

## APPROVAL OF MINUTES:

**MOTION:** Move to approve the minutes of the June 13 council meeting as submitted. Picinich/Platt - unanimously approved. Councilmember Stevens Taylor abstaining.

## CORRESPONDENCE:

Washington Finance Officers Association - Mayor Wilbert discussed this letter awarding the Distinguished Budget Award to the City of Gig Harbor for the second year in a row. She congratulated Tom Enlow on his hard work.

## OLD BUSINESS:

1. Second Reading - Sewer Connection Fee Ordinance. Mark Hoppen presented the second reading of this ordinance.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich voiced his objection to raising the rates for hooking up to the sewer from the original price of \$150 when ULID #1 was formed to the current \$650. He cited a court case in Seattle to illustrate his concerns. Mark Hoppen said he was well aware of that case and the city was within its rights to upgrade the hookup fees.

Bob Frisbie - 9720 Woodworth Avenue. Mr. Frisbie stated that the original \$150 fee did not include the changes that had occurred in the City of Gig Harbor. He said the previous hookup fee was based on the old Wastewater Treatment Plant that had been torn down and replaced since that time.

**MOTION:** Move approval of Ordinance 674 fixing sewer connection fee zones. Picinich/Platt - unanimously approved.

2. Second Reading - Ordinance to Set Salary Range for Public Works Assistant. Mark Hoppen presented the second reading of an ordinance setting a new salary range for the Public Works Assistant position at \$2210 - 2762.

**MOTION:** Move approval of Ordinance #675 as presented. Platt/Ekberg - unanimously approved.

Mayor Wilbert asked if item #5 on the agenda could be moved to #2 to allow Mr. Yazici to leave the council meeting.

## NEW BUSINESS:

1. Presentation of Comprehensive Transportation Plan Alternatives (KJS Associates). Ben Yazici presented Mr. Joe Savage, from KJS. Mr. Savage explained that he had met with the Planning Commission and had received valuable input. He presented some alternative solutions to council and staff that had been formulated from this meeting. He stressed that it was the City's plan, and should reflect what the citizens of the city want to see in future

transportation. He added the plan needs to work with Ray and his Land Use Plan, and Ben's six year transportation plan.

Mr. Savage illustrated his preliminary plan with maps and discussed several options to specific problems. He answered council and staff questions, and encouraged feedback. He said the Planning Commission had voiced a strong desire to include bike lanes and pedestrian walkways throughout the city. He touched on parking problems and a passenger ferry service.

2. Department of Corrections Water Service Request. Ben Yazici presented this request by the Department of Corrections to extend water service to the Womens Correction Center on Bujacich Drive. He added that because the Correction Center already receives sanitary sewer from the city, extending the water service would help in the billing process. He said that in addition to the initial connection fees, an anticipated \$20,000 in revenue could be expected from the new customers and recommended council to approved the request.

**MOTION:** Move to approve the Department of Correction's water request and authorize the Mayor to sign a Standard Water Utility Extension Agreement with the Department of Corrections.  
Stevens Taylor/Platt - unanimously approved.

3. First Reading - ULID #3 Final Assessment Roll Ordinance. Mark Hoppen presented the first reading defining the figures for the Final Assessment Roll for ULID #3 and added that all required procedures had been carried out per statutory mandates. This will return at the next council meeting for a second reading.
4. First Reading - 1994 Water and Sewer Revenue and Refunding Bonds. Tom Enlow, Finance Director, presented this ordinance authorizing the sale of Water and Sewer Revenue Bonds and answered council questions. This ordinance will return for its second reading at the next council meeting.
5. First Reading - Procedure for Adoption of Ordinances. Mark Hoppen presented this ordinance drafted by Carol Morris, legal counsel, which would enable Council to pass an ordinance with one reading. This will return for its second reading at the next council meeting.
6. Appointment to Planning Commission. Mayor Wilbert introduced Dr. Paul Kadzik and asked council to approve his appointment to the Planning Commission. Councilmember Stevens Taylor asked for clarification of the process to appoint members to the commission.

**MOTION:** Move approval of the appointment of Dr. Paul Kadzik to the Gig Harbor Planning Commission.  
Platt/Ekberg - unanimously approved.

7. Selection of Harborline Alternative. Mark Hoppen presented the map from DNR with the Harborline assumed to be correct since 1974, and the corrected Harborline. He added that

DNR wanted citizen's input and asked Council to make a recommendation before making the final decision to place the Harborline.

Jerry Fickland - Mr. Fickland is the Governor's Appointment to the Puget Sound Water Quality Agency, and a citizen of Gig Harbor. Mr. Fickland voiced concerns that if the DNR were allowed to extend the outer harborline, it would allow extension of docks, thus more marinas. The DNR's Environmental Impact Statement states there would not be any impact to the harbor from the line being expanded and Mr. Fickland disagreed with that. He felt that additional marinas, dredging, and other actions that could result from an extended Harborline would significantly impact the harbor.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich stated that the original Harborline was formed in 1974 because the marinas were going out too far and they wanted to control that. He said originally that the marinas were only allowed to go to the inside Harborline, but that changed, DNR allowed extension to the outer line. He said that according to the maps presented by DNR, they do want to extend the outer harborline. He said his concern that if you go to the outer line and go out an additional 90' or so, and then the people on the other side of the harbor extend their docks, you won't be able to get into the harbor. He added there are several instances of infractions and yet nothing has ever been done.

Bob Frisbie - 9720 Woodworth. Mr. Frisbie passed out a copy of a map with his suggestions for a solution. He agreed that DNR had made many mistakes in surveys over the years. He suggested moving the outer harborline to encompass all the existing docks or grandfathering them in. He suggested to decide where the line is and then have one agency, preferably the City of Gig Harbor, take a hard line on requirements and enforcement.

Ron Ray - 3519 Harborview Drive. Mr. Ray stated he didn't see how anyone could expand their marinas as they couldn't meet parking requirements. He added that he'd just like to see the survey corrected.

Del Stutz - 3003 Harborview Drive. Mr. Stutz talked about his lease with DNR and added there are several lines, meander lines, vegetation lines, upland lines, etc. and hopes it can be reduced to just two, an inner and outer Harborline.

Mike Thornhill - 3216 Dorotich. Mr. Thornhill stated he is part owner in the Ellsworth Dock. He stated they had paid a "ton of money" and "jumped through several hoops" to be able to extend and upgrade their dock. He asked that whatever happen to the Harborline, that it be made fair to everybody.

Mayor Wilbert shared her suggestions for the harborline. She showed a map that basically followed the old, existing harborline that everyone has thought was in existence since 1974, that captured all the existing marina extensions, except one known as the Conan/Hix Marina. Additionally, from a point off Gig Harbor Marina, the proposed line goes south to the opening

of the harbor. From the Gig Harbor Marina vertices, the outer harborline should be brought in further than the DNR existing lines, to preserve the opening at the mouth of the harbor for navigation purposes. She shared her map with citizens and Council. She added that DNR would accept comments at the next public hearing on July 6th, and up until July 22nd. DNR is scheduled to make a final decision in September.

**MOTION:** Motion that staff take this particular map proposed by Mayor Wilbert, back for review, and then bring back at the next meeting for Council review and approval.  
Ekberg /

**AMENDED MOTION:** That in their review, staff define the point where the harborline would taper from the existing line, inward toward the opening of the harbor, and state the rationale behind the chosen point.  
Platt/Markovich - unanimously approved.

**STAFF REPORTS:**

Chief Denny Richards - Gig Harbor Police Department. Chief Richards gave a brief report on the new marine patrol. To date, only one infraction had been issued, 32 warnings, and several "friendly suggestions." He said people seem to be very appreciative of their being in the harbor. He went on to talk about a drug raid on the peninsula, where a 12 x 12 shed had been confiscated. The shed will become a new evidence locker for the police department. He answered council's questions about domestic violence issues.

Tom Enlow - Finance Director. Tom reported that after almost two years, a refund of \$53,096 had been received from the Department of Revenue for utility taxes collected. He added that the way the city files monthly returns will be adjusted with an estimated a savings of \$8,000 to \$10,000 per year in utility taxes, which will be offset by the new tax on connection fee revenues that took effect on 7/1/93.

**MAYOR'S REPORT:** None scheduled.

**COUNCIL COMMENTS:**

Councilmember Stevens Taylor commented on the AWC Conference she attended in Spokane the previous week. Although the selection of topics wasn't as varied as in the past, the issues covered were well done and worthwhile. She brought back brochures and other information which she shared with the staff. She also complimented staff in the fact that several positive comments were made about the City of Gig Harbor at the convention. The City's Public Works Standards, recently published and made available through Municipal Research to other municipalities in Washington, is becoming a standard model for other cities.

**ANNOUNCEMENT OF OTHER MEETINGS:** None.



**APPROVAL OF BILLS:**

**MOTION:** To approve Bill Vouchers #12459 through #12513, in the amount of \$30,291.97.

Platt/Stevens Taylor - unanimously approved.

**EXECUTIVE SESSION:** None scheduled.

**ADJOURN:**

**MOTION:** To adjourn at 10:12 p.m.

Platt / Ekberg - unanimously approved.

Cassette recorder utilized.

Tape 352 Side B 000 - end.

Tape 353 Side A 000 - end.

Tape 353 Side B 000 - end.

Tape 354 Side A 000 - end.

Tape 354 Side A 000 - end.

Tape 355 Side A 000 - 351.

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Mayor

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City Administrator



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: SECOND READING - ULID #3 FINAL ASSESSMENT ROLL**  
**DATE: JULY 5, 1994**

### **INTRODUCTION**

Attached is the second reading of the ordinance approving the ULID #3 Assessment Roll. The procedure leading to this ordinance involved the following: 1) setting a time and date for the public hearing that precedes approval of this ordinance, which includes the petitioner's property (Canterwood's Divisions 10, 11, and 12) within ULID #3; 2) notifying property owners via first class mail, at least fifteen days prior to the hearing; 3) publishing notice of the hearing for at least two consecutive weeks, with the final publication occurring at least 15 days prior to the hearing; 4) recording affidavit of mailing of the notice; 5) certification of mailing of the notice; and 6) first reading of the ordinance at the June 27, 1994, regular City Council Meeting.

### **BACKGROUND**

Approving the final assessment roll confirms assessments and liens against the participant properties in ULID #3 which will be paid in 10 equal yearly installments of principal, plus interest on the diminishing principal balance at the rate of 6.5 %. This interest rate will be subject to adjustment at the fixing of the bond rate, and will include .75% of interest charge as overhead for administrative costs, a normative charge for such services. Subsequent to publishing the final assessment roll, a 30 day pre-payment period is available to all participants, and such payments will reduce the principal amount of the assessment.

### **POLICY CONSIDERATIONS**

Council may consider revisions of the assessment roll which are reached through voluntary agreement of the participants and which account for all project expenses as identified at the first reading of the ordinance. The participants have agreed with the Peninsula School District that both the school district and Canterwood were budgeted to be credited for expenses incurred prior to the formation of the ULID. While these expenditures are by no means statutory "pre-formation expenditures," such expenditures may well have been legitimately planned and budgeted. The City of Gig Harbor has received signed agreements from all participants which assert agreement to allocate project expenses in recognition of such early project expenditures by the Peninsula School District (\$45,809) and by Canterwood (\$14,272). The project expense total is unchanged from the first reading.

In another alteration, Active Construction and Tucci and Sons have agreed to exchange 17,000 gpd of flow calculation with regards to the attribution of project cost. Again, the

project expense total is unchanged as a result of this expense reallocation.

**RECOMMENDATION**

Staff recommends approval of the attached ordinance, with revisions to the assessment roll as indicated on the attached revision request from the Peninsula School District, at this second reading of the ordinance.



# PENINSULA SCHOOL DISTRICT

14015-62nd Ave. N.W. Gig Harbor, WA. 98332

(206) 857-6171

July 6, 1994

HAND DELIVERED

Ben Yazici, P.E.  
Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

RE: ULID No. 3 - PENINSULA SCHOOL DISTRICT

Dear Mr. Yazici,

Peninsula School District is able to inform you that it has successfully obtained the agreement of all the Participants of ULID No. 3 to provide for a credit to the assessment of Peninsula School District for certain preformation engineering expenditures. You will note that a credit to the assessment of Canterwood is provided for as well. In that regard, enclosed please find the executed Declarations of Peninsula School District, Pope Resources, Ballinger Corporation, Tucci and Sons, Wynwood Center, South Purdy Associates, Lorigon Corporation and Active Construction.

Accordingly, based upon these Declarations, the final assessment roll should identify the following assessments:

Peninsula School District	\$229,589.00
Pope Resources (1)	\$220,260.00
Pope Resources (2)	\$ 65,441.00
Ballinger Corporation	\$409,007.00
Tucci & Sons	\$299,939.00
Wynwood Center	\$ 13,634.00
South Purdy Associates	\$ 27,267.00
Lorigon Corporation	\$190,232.00
Active Construction	\$ 79,075.00

Thank you again for the City's cooperation.

Sincerely,

Dr. Gerald E. Post

GEP/vws  
cc: Mark Hoppin  
Gig Harbor City Clerk  
a:/94/post.doc  
file: ULID

ULID #3

FINAL ASSESSMENT ROLL

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<i>Participant</i>	<i>Cost at First Reading</i>	<i>Proposed by Participants</i>	<i>Adjustment to Proposed Figure</i>
PENINSULA SCHOOL DISTRICT	\$263,358	\$229,589	\$229,588
POPE RESOURCES (1)	220,260	220,260	220,260
POPE RESOURCES (2)	62,580	65,441	65,441
BALLINGER (THOMPSON PROP)	391,126	409,007	409,007
TUCCI AND SONS	331,153	299,939	299,939
ACTIVE CONSTRUCTION	31,290	79,075	79,075
WYNWOOD CENTER	13,038	13,634	13,634
SOUTH PURDY ASSOCIATES	26,075	27,267	27,267
CANTERWOOD (LORIGON)	195,563	190,232	190,232
	<hr/>	<hr/>	<hr/>
	\$1,534,443	\$1,534,444	\$1,534,443

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING AND CONFIRMING THE FINAL ASSESSMENT ROLL FOR UTILITY LOCAL IMPROVEMENT DISTRICT NO. 3, WHICH HAS BEEN CREATED AND ESTABLISHED FOR THE PURPOSE OF PAYING THE COST OF CERTAIN SEWER SYSTEM IMPROVEMENTS IN THE GIG HARBOR NORTH AREA; AND LEVYING AND ASSESSING THE AMOUNT THEREOF AGAINST THE LOTS, TRACTS, PARCELS OF LAND AND OTHER PROPERTY SHOWN ON SAID ROLL INCLUDING CANTERWOOD DIVISIONS 10, 11, AND 12.**

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- WHEREAS, an assessment roll levying special assessments against the properties located in Utility Local Improvement District No. 3 ("ULID No. 3"), in the City of Gig Harbor, Washington, created under Ordinance 617, was filed with the City Administrator of the City of Gig Harbor as provided by law; and

WHEREAS, notice of the time and place of a hearing on and of making objections to the assessment roll was duly published at and for the time and in the manner provided by law, fixing the time and place of hearing thereon for the 27th day of June, 1994, at the hour of 7:00 p.m. in the Council Chambers of the City Hall, 3105 Judson Street, Gig Harbor, Washington, and further notice thereof was duly mailed by the City Administrator to each property owner on said roll; and

WHEREAS, at the time and place fixed and designated in said notice, the hearing on said assessment roll was duly held and the Council, sitting as a board of equalization, gave due consideration to all written and oral protests received and all persons appearing at said hearing;

WHEREAS, Lorigon Corporation has petitioned for the inclusion of Canterwood Divisions 10, 11, and 12 into Utility Local Improvement District #3 (ULID #3);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The Council, sitting as a board of equalization and having made all revisions to the roll it deems necessary, hereby finds and determines that the final assessment roll for ULID No. 3 is just and equitable and that no assessment against property within ULID No. 3 is greater than the special benefits to be derived from the improvements. Accordingly, the final assessment roll, in the total amount of \$1,534,443, is hereby approved and confirmed, and the assessments set forth therein are hereby levied against each lot, tract and parcel of property described in the roll.

Section 2. The City Administrator is hereby directed to place in the hands of the Treasurer of the City for collection the final assessment roll for ULID No. 3. Upon such placement, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The lien shall be paramount and

superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 3. Upon receipt of the final assessment roll for ULID No. 3, the Treasurer of the City is hereby directed to publish notice at the times and in the manner required by RCW 35.49.010, stating that the roll is in his/her hands for collection and that such assessments or any portion thereof may be paid to the City at any time within 30 days from the date of the first publication of such notice, without penalty, interest or costs.

Section 4. The amount of any assessment, or any portion thereof, against property in ULID No. 3 not paid within the 30-day period from the date of the first publication of the Treasurer's notice shall be payable in 10 equal annual installments, together with interest on the diminishing principal balance thereof at a rate of 6.5 % per annum. Interest shall commence on the 30th day following first publication of such notice. The first installment shall become due and payable one year after the expiration of the 30-day prepayment period. Annual installments, including interest and any penalty, shall be paid in full when due, and no partial payments shall be accepted by the Treasurer of the City.

Section 5. Any installment not paid when due shall thereupon become delinquent. All delinquent installments shall be subject to a penalty equal to 12 % per annum of the amount of the installment, including interest, from the date of the delinquency until paid.

Section 6. The lien of any assessment may be discharged at any time after the 30-day prepayment period by payment of the entire principal amount of the assessment remaining unpaid together with interest thereon to the due date of the next installment.

Section 7. The boundaries of ULID No. 3, as set forth in Ordinance 617, are hereby amended to include Canterwood Divisions 10, 11 and 12, which are legally described on Appendix B to this ordinance. The Council hereby finds that including Canterwood Divisions 10, 11 and 12 in ULID No. 3 will not increase the cost of the improvements or change the benefits from the improvements to the remaining properties in ULID No. 3.

Section 8. This ordinance shall be in full force and effect five days after its passage and publication as provided by law.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

LORIGON CORPORATION  
CANTERWOOD DEVELOPMENT

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June 23, 1994

TO: City Council: Gig Harbor, Washington

The undersigned petitions the City Council of Gig Harbor, Washington to be included in Utility Local Improvement District No. 3 ("ULID No. 3").

We understand that the improvements within ULID No. 3 included the following:

A sewer collection system extending from and including the Wood Hill pump station to the City's sewer treatment plant including the construction of force mains and sewer gravity lines and upgrade of existing sewer lines on Burnham Drive.

The Canterwood Blvd. improvements to connect Canterwood Subdivision to the ULID #3 is a separate project not included herein.

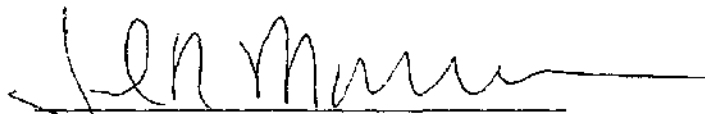
The territorial extent of the improvements is as follows:

The extent is as set forth in the the ULID #3 documents.

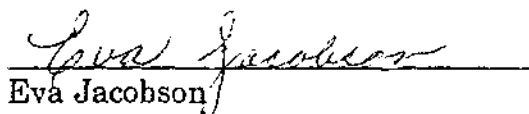
The assessment to be levied against said parcel(s) is as follows:

The total assessment for all of Canterwood is \$193,163.00 indicated on the notice of public hearing.

The undersigned is the owner of the property described on the attached Exhibit which property we are requesting be included in ULID No 3. The property is not currently designated as farmland or open space on the records of the Pierce County Assessor.



John R. Morrison  
Vice President Lorigon Corp.



Eva Jacobson  
Assistant Secretary Lorigon Corp.

[If this request is coming from a corporation, then the corporation should include a copy of its corporate resolutions, authorizing the petitioner to make this request]



CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: June 21, 1994  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

ULID #3

FINAL ASSESSMENT ROLL

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<i>Participant</i>	<i>Final Assessment</i>
PENINSULA SCHOOL DISTRICT	\$229,588
POPE RESOURCES	285,701
BALLINGER (THOMPSON PROP)	409,007
TUCCI AND SONS	299,939
ACTIVE CONSTRUCTION	79,075
WYNWOOD CENTER	13,634
SOUTH PURDY ASSOCIATES	27,267
CANTERWOOD (LORIGON)	190,232
	<hr/>
	\$1,534,443

SUMMARY OF ORDINANCE NO. \_\_\_\_\_

of the City of Gig Harbor, Washington

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On the \_\_\_\_ day of \_\_\_\_\_, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING AND CONFIRMING THE FINAL ASSESSMENT ROLL FOR UTILITY LOCAL IMPROVEMENT DISTRICT NO. 3, WHICH HAS BEEN CREATED AND ESTABLISHED FOR THE PURPOSE OF PAYING THE COST OF CERTAIN SEWER SYSTEM IMPROVEMENTS IN THE GIG HARBOR NORTH AREA; AND LEVYING AND ASSESSING THE AMOUNT THEREOF AGAINST THE LOTS, TRACTS, PARCELS OF LAND AND OTHER PROPERTY SHOWN ON SAID ROLL INCLUDING CANTERWOOD DIVISIONS 10, 11, AND 12.**

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1994.


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CITY ADMINISTRATOR, MARK HOPPEN



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: TOM ENLOW, FINANCE DIRECTOR**   
**DATE: JULY 7, 1994**  
**SUBJECT: WATER & SEWER REVENUE AND REFUNDING BONDS ORDINANCE**

### **INTRODUCTION/BACKGROUND**

This ordinance authorizes the sale of \$2,995,000 of Water and Sewer Revenue and Refunding Bonds, the refunding the 1989 Water and Sewer Revenue Bonds, and accepts Dain Bosworth's offer to purchase the bonds.

Approximately \$1.5 million of the bonds and the ULID No. 3 Construction Fund cash balance will be used to redeem the \$1,800,000 ULID No. 3 Bond Anticipation Notes, which mature on August 1, and to pay costs of issuance.

The remainder of the bond issue will be used to refund the callable portion of the 1989 Water and Sewer Revenue Bonds. These bonds were issued in connection with ULID No. 2 and also provided \$395,000 for water system improvements.

The bonds were successfully marketed by Dain Bosworth on July 7th. The bond closing is scheduled for July 26th. A bond purchase contract between the city and Dain Bosworth will be presented later in this meeting.

### **FISCAL CONSIDERATIONS**

The maturities of the ULID No. 3 portion of the bonds match the collection of assessment installments from the ULID No. 3 participants. The assessment collections are intended to provide the full amount of principal and interest payments and incidental costs of this portion of the bonds. However, the Net Revenues of the utility, as defined in the ordinance, will also be used for scheduled bond payments if the assessment collections are not sufficient.

The interest rate on the remaining callable 1989 Water and Sewer Revenue Bonds ranges from 7.5% to 8.2%. The interest rate on the new bonds ranges from 4.0% to 6.1%. The savings from the refunding is \$151,619. The net present value of the savings is \$110,631.

### **RECOMMENDATION**

Staff recommends approval of the ordinance.

**CITY OF GIG HARBOR**

**ORDINANCE NO. \_\_\_\_\_**

**WATER AND SEWER REVENUE AND REFUNDING BONDS, 1994.**

**AN ORDINANCE** of the City Council of the City of Gig Harbor, Washington, adopting a plan of refunding certain maturities of outstanding water and sewer revenue bonds of the City; authorizing the issuance of up to \$2,995,000 principal amount of water and sewer revenue and refunding bonds for the purpose of refunding said outstanding bonds and providing permanent financing for the improvements within Utility Local Utility Improvement District No. 3; fixing the date, form, terms, maturities and covenants of said revenue and refunding bonds to be issued; providing the terms and conditions under which future parity bonds shall be issued; providing for the acquisition and safekeeping of government obligations to accomplish such refunding; authorizing an escrow deposit agreement; authorizing a preliminary official statement; and accepting the offer of Dain Bosworth Incorporated to purchase said revenue and refunding bonds.

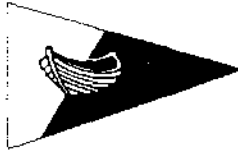
**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_\_\_\_ day of July, 1994.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

\_\_\_\_\_  
Mark Hoppen  
City Administrator/Clerk

Filed with city clerk:           6/22/94  
Passed by the city council:  
Date published:  
Date effective:



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: REVISION OF PROCEDURE FOR ADOPTION OF ORDINANCES**  
**DATE: JULY 5, 1994**

### **INTRODUCTION/BACKGROUND**

Previously, Council asked for Carol Morris to produce an ordinance which would enable Council to pass an ordinance with one reading. The attached ordinance makes this provision dependent on the affirmative vote of a majority of the Council plus one extra vote. In other words, given five council members, it would take the affirmative vote of four council members to pass an ordinance on its first reading.

### **POLICY CONSIDERATIONS**

The reason for such an ordinance is that situations arise for both procedural and financial reasons which require expeditious action by the Council for the safety, health, and welfare of the City of Gig Harbor. This ordinance is intended for use in such situations with the understanding that most situations are better served by two readings of proposed ordinances.

### **RECOMMENDATION**

This is the second reading of this ordinance. Staff recommends approval of the ordinance as presented.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROCEDURE FOR ADOPTION OF ORDINANCES, AMENDING SECTIONS 1.08.010 AND 1.08.020 OF THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, Gig Harbor Municipal Code ("GHMC") Section 1.08.010 precludes the City Council from adopting an ordinance on the same day as its introduction; and in addition to the above, GHMC Section 1.08.010 and 1.08.020 only allow the introduction, adoption or amendment of a proposed ordinance during a regular Council meeting;

WHEREAS, none of the above prohibitions on the procedures for ordinance adoption are required by state law;

WHEREAS, the City Council recognizes that there may be situations where the expeditious function of local government depends upon the Council's immediate action on a proposed ordinance; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 1.08.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**1.08.010 Introduction.** ~~No action shall be taken to adopt an ordinance on the day of its introduction.~~ A proposed ordinance shall may be introduced ~~only~~ at any regular or special meeting of the council. "Introduction" is defined as being a reading of the proposed ordinance or a general description of the purpose and contents of the proposed ordinance.

Section 2. Section 1.08.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**1.08.020 Adoption.**

A. A proposed ordinance:

1. shall not be adopted on the date of its introduction except as provided below;

2. shall only be adopted at a regular meeting except as provided below; and
3. should be reintroduced if not adopted at or prior to the third regular meeting after the introductory meeting. Failure to reintroduce the proposed ordinance shall not affect the validity of any ordinance passed by the City Council.

B. Notwithstanding the foregoing, the City Council may take action on a proposed ordinance on its day of introduction, or at a special meeting, upon the affirmative vote of a majority plus one of the whole membership of the Council.

~~C. A proposed ordinance shall not be adopted at a regular meeting of the council during or before the third regular meeting of the council after the meeting at which the proposed ordinance was introduced. If adoption does not occur during or before the third regular meeting of the council after introduction of the proposed ordinance, the proposed ordinance should not be adopted unless and until it has been reintroduced and all provisions of this chapter have been satisfied. A proposed ordinance may be amended at any regular or special meeting of the council, including the introductory meeting; provided, however, that amendments shall not be considered unless the proposed ordinance appears on the official agenda of the meeting at which amendments are proposed.~~

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

---

MAYOR, GRETCHEN WILBERT



ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: June 21, 1994  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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On the \_\_\_\_ day of \_\_\_\_\_, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROCEDURE FOR ADOPTION OF ORDINANCES, AMENDING SECTIONS 1.08.010 AND 1.08.020 OF THE GIG HARBOR MUNICIPAL CODE.**

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1994.

CITY ADMINISTRATOR, MARK HOPPEN



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *M. Hoppen*  
**SUBJECT: SELECTION OF HARBOR LINE ALTERNATIVE**  
**DATE: JULY 7, 1994**

### **INTRODUCTION/BACKGROUND**

As part of the harbor line relocation process of which you are aware, DNR has asked that Council recommend a city point of view on the harbor line design. Council indicated some preferences to pursue in defining a line at the last council meeting, and asked staff to return with a defined drawing. Since the last meeting, DNR held a harbor line workshop at City Hall on July 6, which was attended by numerous harbor interests from around the bay. DNR has no commitment to comply with the wishes of the City Council, but DNR does wish to know what the Council believes to be the best harbor line for the jurisdiction.

### **POLICY CONSIDERATIONS**

Staff has returned to Council with three exhibits to consider.

#### **Exhibit A**

This exhibit shows a line which conforms to existing structures with the exception of the Bayview Marina Dock. Previously, Council members had indicated a preference for a line which generally conformed to existing structures. Also, Council indicated a preference for the preservation of navigational waters near the mouth and geographically narrow portion of the bay. The harbor line shown in this diagram conforms with both those preferences, and conforms with **clear definition** to existing structures, another expressed concern at the last council meeting. While this harbor line is consistent and limited to existing structures, some existing structures have harbor area that could conceivably provide expansion.

DNR has pointed out that a minimum span from the inner to outer harbor line is a statutory 50'; nevertheless, DNR has explained that the City of Gig Harbor can request a line that for navigation reasons is restricted from the statutory norm.

#### **Exhibit B**

This exhibit differs from Exhibit A in that it captures *all* existing structures, and increases the harbor area from the Stanich Dock to Gig Harbor Marina.

*Both Exhibit A and Exhibit B would preserve harbor ingress and egress by preserving through harbor line definition the maximum remaining navigational waters at and near the mouth of the bay, while preserving existing marine uses and in some cases tending to augment expanded use.*

**Exhibit C**

This exhibit shows a harbor line that was recommended by DNR at the most recent workshop. It shows a span at the southernmost terminus of the harbor area of at least 50' from the inner to outer harbor line. If this were the recommendation from DNR, navigable area on this end of the bay, near the mouth of the harbor, could be negatively affected. In this case, an alternative would be to ask the Harbor line Commission to establish a "navigation waterway" to preserve ingress and egress in this area, in spite of the established harbor area. This would be irregular because such waterways are usually defined in order to preserve access through a harbor area, not adjacent to it. However, as a secondary preference definition of a navigation waterway makes sense, if the desire is to preserve navigational waters and the state cannot adequately restrict the harbor area in this portion of the bay.

**Recommendation**

Staff recommends that Council select Exhibit A or Exhibit B for submission to DNR as the City of Gig Harbor's preference for harbor line relocation. Staff also recommends that the city request the establishment of the waterway in Exhibit C, if the State expands the harbor line in the southern area of Gig Harbor Bay from the definition in Exhibit A or B. Staff believes this recommendation tends to express the public consensus subsequent to DNR's July 6 workshop and to adhere to recommendations made by Council at the June 27 Council Meeting.

EXHIBIT A

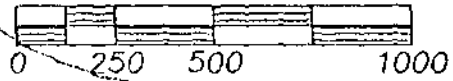
# GIG HARBOR HARBOR LINE ADJUSTMENT

## GIG HARBOR CITY COUNCIL PRELIMINARY RECOMMENDATION

JUNE 20, 1904

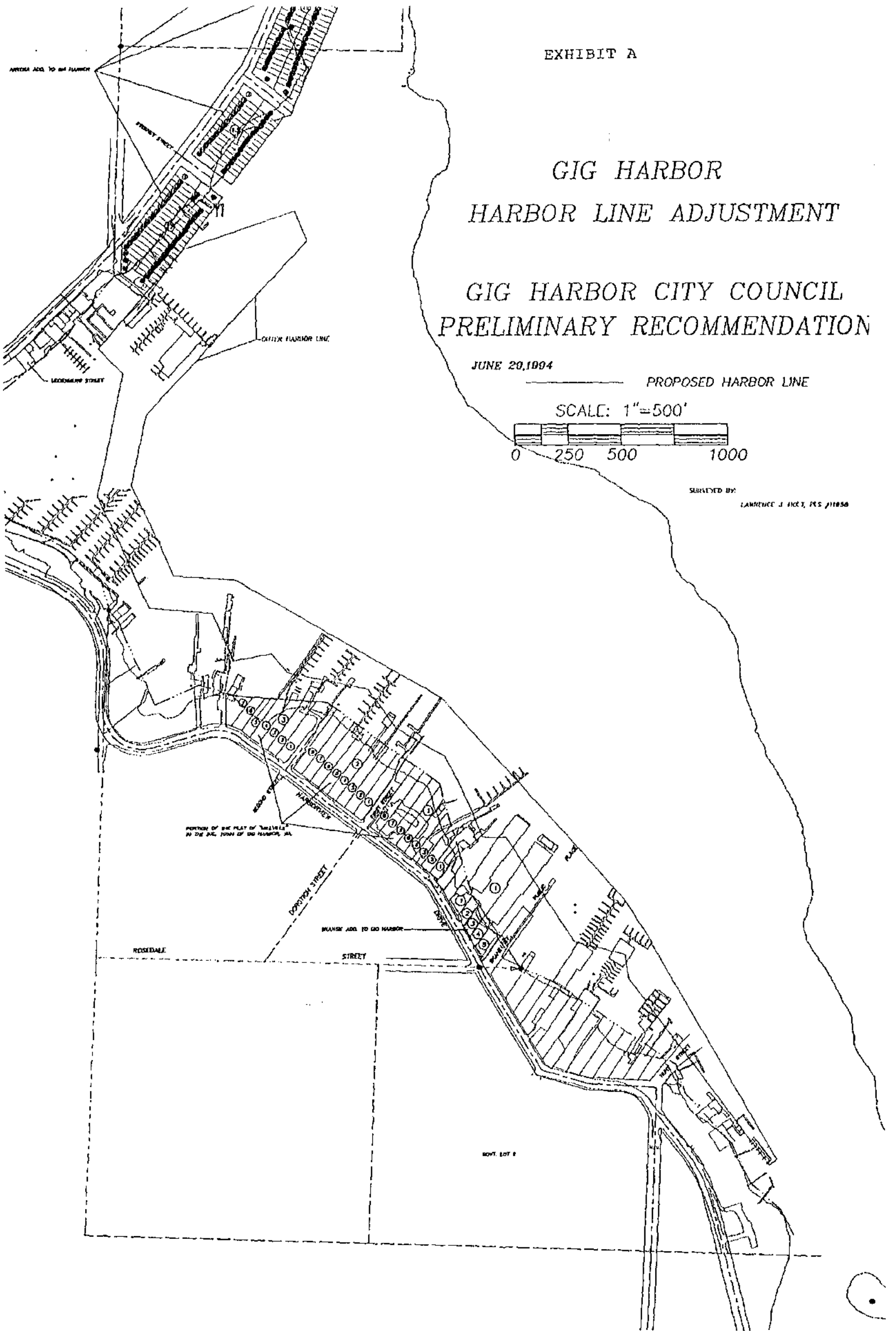
PROPOSED HARBOR LINE

SCALE: 1"=500'



SURVEYED BY:

LAWRENCE J. HICKS, P.E.S. #11850



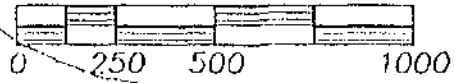
# GIG HARBOR HARBOR LINE ADJUSTMENT

## GIG HARBOR CITY COUNCIL PRELIMINARY RECOMMENDATION

JUNE 20, 1904

PROPOSED HARBOR LINE

SCALE: 1"=500'



SURVEYED BY:

LAWRENCE J. KELLY, C.E.S. #11050

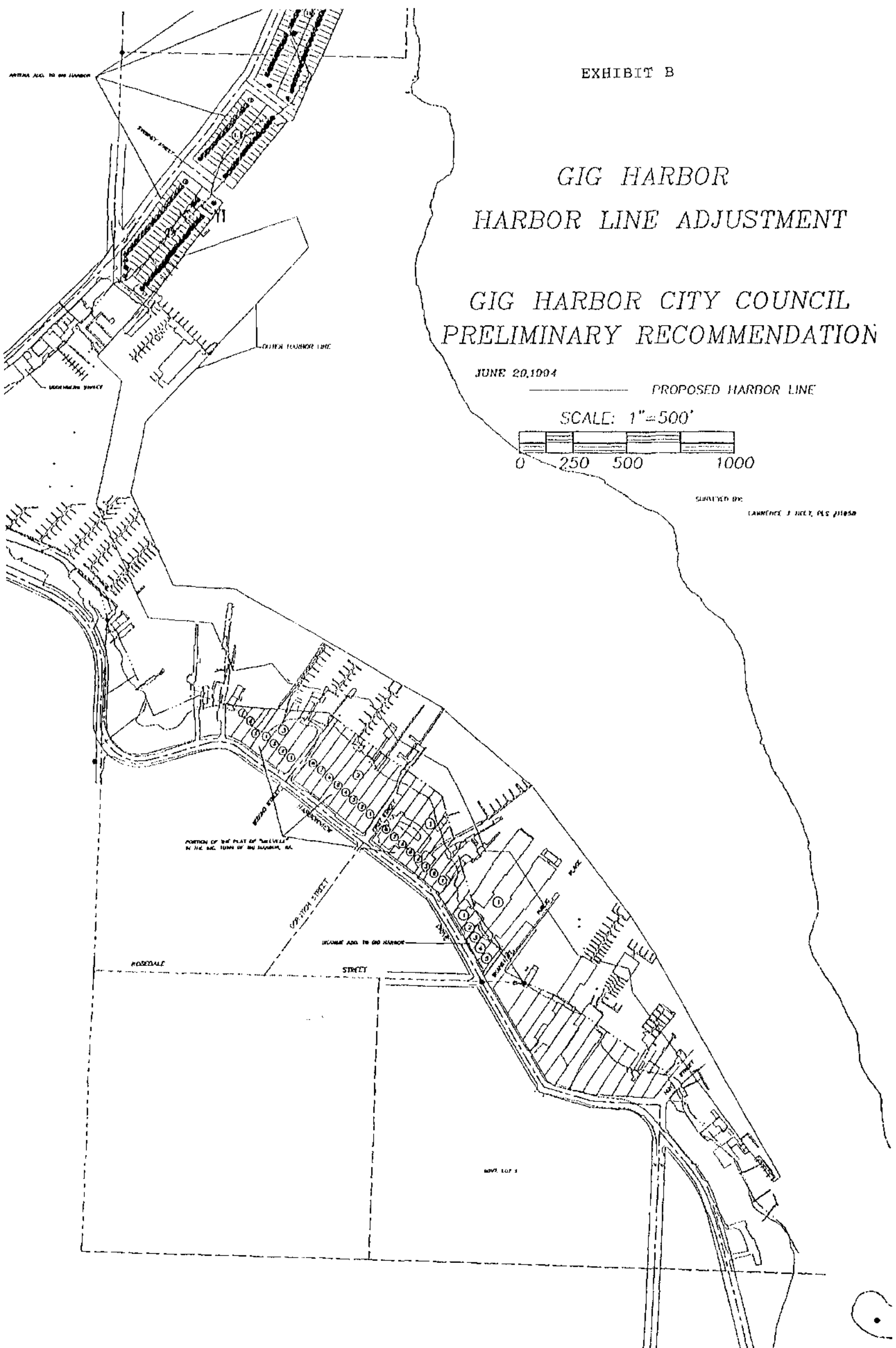


EXHIBIT C

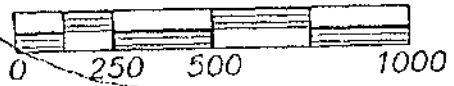
# GIG HARBOR HARBOR LINE ADJUSTMENT

## GIG HARBOR CITY COUNCIL PRELIMINARY RECOMMENDATION

JUNE 20, 1904

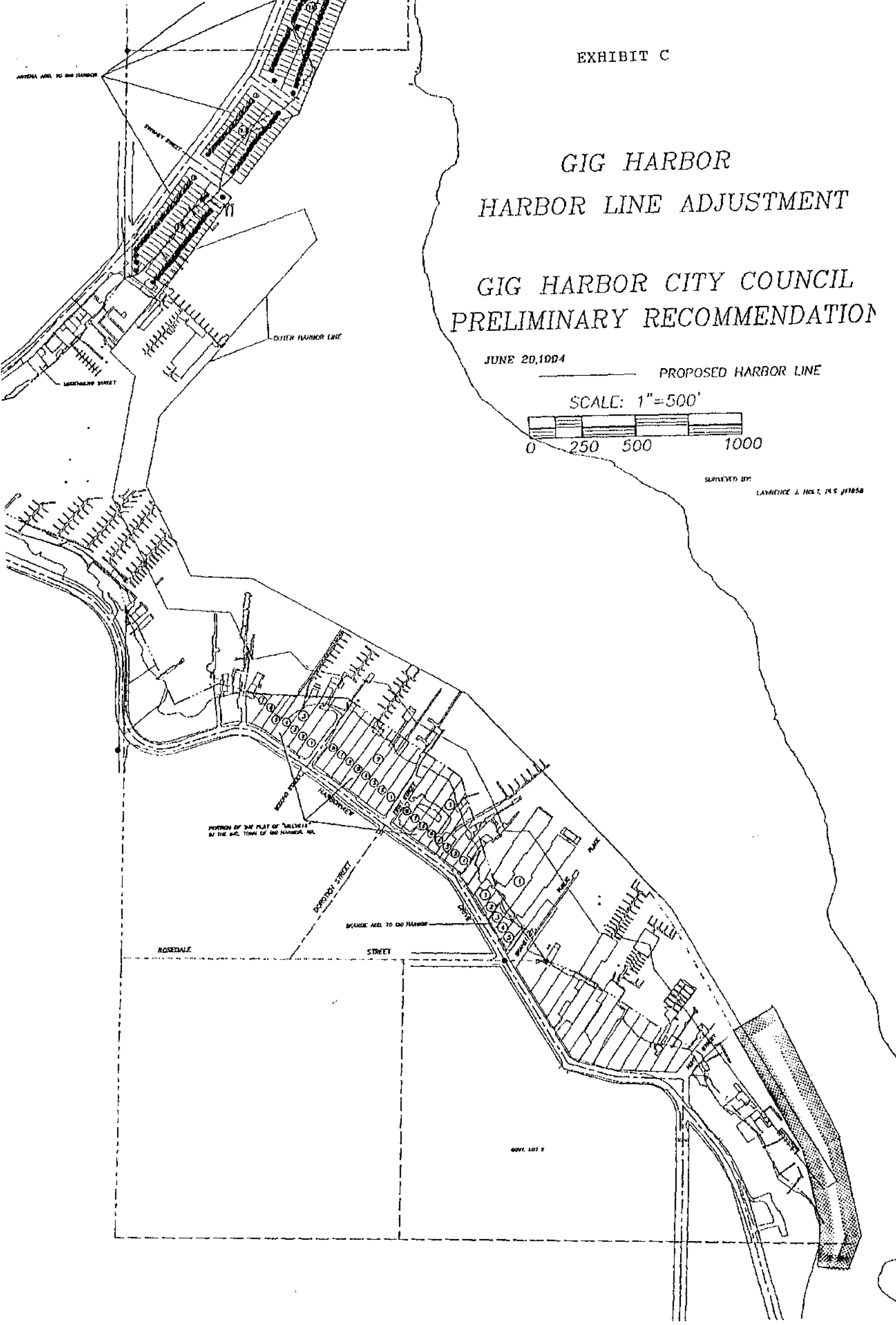
PROPOSED HARBOR LINE

SCALE: 1"=500'



SURVEYED BY:

LAWRENCE J. HOYT, P.E.S. #11958





WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

JENNIFER M. BELCHER  
*Commissioner of Public Lands*  
KALEEN COTTINGHAM  
*Supervisor*

**Gig Harbor Harbor Area  
Harbor Line Relocation**

**Preliminary Recommendations  
July 6, 1994**

**Summary**

The Department of Natural Resources proposes to relocate the harbor lines in front of the City of Gig Harbor. Establishment and relocation of harbor lines is governed by Article XV of the State Constitution, Chapter 79.92 Revised Code of Washington, and Chapter 332-30 Washington Administrative Code. Article XV states Harbor Areas "shall be forever reserved for landings, wharves, streets, and other conveniences of navigation and commerce." The state is prohibited from granting "any rights whatever in the waters beyond such harbor lines."

Several harbor line relocation alternatives are being considered. These range from correcting an error on the official map, to relocating the outer harbor line waterward. Correcting the mapping error would require removal or reconfiguration of several existing docks and moorage slips which would encroach beyond the corrected outer harbor line. Some but not all of the encroachments can be attributed to an error on the official map. Relocating the outer harbor line waterward could correct the encroachments and allow additional room for Harbor Area development. Relocating the southerly portion of the Harbor Area closer to shore is being considered to provide additional protection for navigation.

Following the public hearing and consideration of all written and verbal comments, the DNR will recommend an action to the state Harbor Line Commission. The Harbor Line Commission has final authority to establish and relocate harbor lines.

**Background**

The Harbor Line Commission established the Gig Harbor Harbor Area in 1974 at the request of Town officials. A primary reason for establishing harbor lines was to limit the extent to which developments extend into the relatively confined waters of Gig Harbor. Approximately 50% of the 30 acre Harbor Area is currently under lease.

In 1992 the Department became aware that the Official Map of Gig Harbor Tidelands and Harbor Lines contains an error in the coordinates listed for one meander corner. The incorrect meander coordinates in effect rotate the southerly two thirds of the Harbor Area further from shore. The rotation is most pronounced at the south end where the harbor lines rotate about 70 feet waterward. This poses a potential problem because additional improvements in this area could interfere with boat traffic through the narrowest portion of the harbor.



## **Issues**

### Impacts on Navigation

Gig Harbor has experienced increasing boat traffic for many years as the local economy gradually shifted from mills and fishing to marinas and tourism. The most constricted portions of the harbor are the entrance and the area just south of the Tides Tavern. The maximum width of surface water available for navigating the entrance is about 300 feet. The width between the ends of the docks near the south end of the harbor is about 380 feet. Construction of a new dock out to the corrected outer harbor line could reduce the width to about 290 feet in this area. Relocating the south end of the Harbor Area landward would minimize development potential on the water surface between existing docks and maximize the area available for navigation.

### Impacts on Commerce

The DNR leases about 14½ acres of the 30 acre Harbor Area and 4 acres of state-owned tidelands. Correcting the mapping error without expanding the Harbor Area would provide minimal opportunities for new moorage space. In fact, portions of six existing docks which currently extend beyond the outer harbor line may have to be removed or reconfigured, resulting in a possible loss of moorage slips.

There is a demand for additional moorage space in Gig Harbor and the Harbor Area could be expanded to accommodate this demand. Such an expansion would benefit boating and tourist-related industries. Marina operators and the state would likely realize increased income from additional moorage slips.

### Environmental Impacts

The Department completed an Environmental Checklist for the proposed relocation on June 3, 1994. Based on this analysis it was determined that the proposal would not have a probable significant impact on the environment.

Harbor Areas benefit the environment by concentrating waterfront development in urban areas. Harbor Area development, which is typically located waterward of the line of extreme low tide, helps to avoid impacts to sensitive nearshore and intertidal habitats by providing developable areas in deeper water.

## **Criteria**

Harbor Areas are established to meet the needs of navigation and commerce. Harbor line relocations must be consistent with this purpose. Criteria for establishing and relocating harbor lines include:

- \* Maintaining or enhancing the type and amount of Harbor Area needed to meet long-term needs of water-dependent commerce;
- \* Maintaining adequate space for navigation beyond the outer harbor line;
- \* Plans and development guidelines of public ports, counties, cities, and other local, state, and federal agencies;
- \* Economic and environmental impacts;
- \* Public access to the waterfront;
- \* Indian treaty rights;
- \* Cumulative impacts of similar relocations on water-dependent commerce; and
- \* Precedent setting effects on other Harbor Areas.

## Alternatives

The Department investigated several relocation alternatives. These were discussed informally at a public information workshop held in Gig Harbor June 15, 1994. The following summary of preliminary recommendations is based on these investigations and discussions.

1. Map Correction/No Expansion - This alternative would amend the map to correct the meander coordinates. The harbor lines would be the same as those shown on the 1974 plat. Portions of six existing docks which extend beyond the corrected outer harbor line would have to be removed or reconfigured, resulting in a possible reduction of 10 to 15 moorage slips. Three of the encroaching docks were built entirely within an outer harbor line located according to erroneous map information. The owners of these docks made a legitimate mistake based on faulty information. Two docks on one leasehold were constructed 8 and 9 feet beyond the outer harbor line in an area which is not affected by the map error. One dock is located approximately 50 feet beyond the outer harbor line. This encroachment cannot be attributed to the map error.

Alternative 1 would maximize space for navigation beyond the outer harbor line. It would not enhance the type and amount of Harbor Area available for water-dependent commerce.

2. Minimum Expansion - This alternative would relocate the outer harbor line waterward a maximum of 40 feet measured near the Gig Harbor Boat Yard. The additional Harbor Area would be less than 40 feet wide northerly of the Gig Harbor Boat Yard. The inner harbor line near the south end of the harbor would be relocated landward to approximately the line of extreme low tide. The total amount of Harbor Area would be increased from about 30 acres to 32.15 acres. The relocated outer harbor line would encompass most existing docks constructed on the basis of incorrect map information. This could result in the loss of two or three moorage slips on the end of one dock.

Alternative 2 protects navigation and increases the type and amount of Harbor Area needed for water-dependent commerce. This alternative is also supported by the Gig Harbor City Council.

3. Maximum Expansion - This alternative would relocate the outer harbor line a maximum of 90 feet waterward, except the south end where the harbor lines would be relocated shoreward as described in alternative 2. The total amount of Harbor Area would be increased from about 30 acres to 39.4 acres. All docks and moorage slips currently located beyond the outer harbor line could remain, and about 75 new moorage slips could be constructed. This would increase the total number of moorage slips available in Gig Harbor from about 700 to 775, not counting boats moored at docks in the unincorporated area and those which are anchored out. The City's minimum parking requirements would continue to limit marina expansions.

This alternative enhances the type and amount of Harbor Area needed to meet the

long-term needs of water-dependent commerce. It may not provide adequate space for navigation beyond the outer harbor line when the potential increase in boat traffic is considered. Expanding the Harbor Area could also increase traffic and crowding during peak visitor periods.

### **Preliminary Recommendations**

Alternative 1, the 'map correction/no expansion alternative', would penalize those who constructed docks on the basis of good faith survey information. It would also reduce the amount of Harbor Area available for water-dependent commerce.

Alternative 3, the 'maximum expansion alternative', could conflict with the need to maintain adequate space for navigation beyond the outer harbor line. Although an expansion is supported by some marina owners, it does not have broad local support.

The Department recommends alternative 2, the 'minimum expansion' alternative. This alternative best balances the need to maintain space for water-dependent commerce and protect navigation outside the outer harbor line.

### **Process**

Written comments will be accepted through July 21, 1994. Written comments may be submitted at the public hearing or mailed to:

Jim Sweeney, Environmental Planner  
Department of Natural Resources  
Aquatic Resources Division  
P.O. Box 47027  
Olympia, WA 98504-7027

Following the public hearing and written comment period the harbor line relocation proposal will be presented to the state Harbor line Commission for final decision.

# GIG HARBOR HARBOR AREA

## FACT SHEET

\* \* \* \* \*

The Washington Department of Natural Resources (DNR) is currently considering relocating the harbor lines in front of the City of Gig Harbor. Following are answers to some of the more frequently asked questions concerning Harbor Areas.

### **What is a Harbor Area?**

Harbor Areas are defined as the area between the inner and outer harbor lines. Harbor Areas are established by the state Harbor Line Commission in navigable waters lying in front of or up to a mile on each side of cities. There are twenty-six Harbor Areas in tidal waters and five non-tidal Harbor Areas statewide. Harbor lines were established in front of Gig Harbor in 1974.

### **What is the purpose of Harbor Areas?**

Harbor Areas are reserved for landings, wharves, docks, streets, and other conveniences of navigation and commerce. The state is prohibited from granting any rights in waters beyond harbor lines in order to protect statewide interests in navigation and commerce. Public Waterways may be established within Harbor Areas and in other locations to protect navigation.

### **How are Harbor Areas administered?**

Harbor Areas are owned by the state and managed by the Department of Natural Resources Division of Aquatic Resources. Water-dependent uses have the highest priority. Water-oriented commercial uses, interim uses, and public access facilities may also be permitted. The maximum lease period is 30 years. New residential uses are not allowed.

### **How are Harbor Areas changed?**

Harbor line changes or relocations may be approved by the Board of Natural Resources, acting as the state Harbor Line Commission, upon recommendation by the Department of Natural Resources. The Department holds a public hearing in the County where a Harbor Area is located prior to making a recommendation to the Harbor Line Commission.

### **What is being proposed?**

The Department is reviewing alternative harbor line relocations in Gig Harbor. Some of the alternatives would increase the size of the Harbor Area by including areas presently beyond the outer harbor line, allowing additional development within the Harbor Area. One option is to move the harbor lines closer to shore to protect boat access through the mouth of the harbor. After the final decision, the DNR will prepare an amended map of Gig Harbor for the signature of Lands Commissioner Jennifer Belcher. Filing this map will correct errors found in the original 1974 map of Gig Harbor harbor lines.

### **What are the issues?**

In Gig Harbor, as in other urban waterfront areas, there is an increasing demand for increasingly scarce waterfront property. Additional Harbor Area development could potentially conflict with boat access to docks on tidelands landward of the inner harbor line. There is also potential for conflict between increased boat traffic and anchorages in Gig Harbor.

### **How is it decided?**

The DNR will hold a public information workshop in Gig Harbor to discuss issues and answer questions. A public hearing will then be held to solicit testimony. There is also a comment period for anyone wishing to submit written comments. All comments received will be considered in formulating a final report of recommendations to the Harbor Line Commission which has the authority to make the final decision.

### **How can I be involved?**

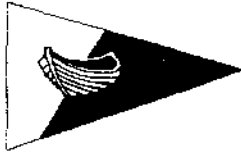
You can get involved by attending the workshop or public hearing. Your comments regarding Harbor Area issues will be welcomed either at the hearing or by letter. All comments received will be considered by the Department in formulating its recommendations to the Harbor Line Commission.

### **How can I get more information?**

contact:

Jim Sweeney, Environmental Planner  
Washington Department of Natural Resources  
Division of Aquatic Resources  
P.O. Box 47027  
Olympia, WA 98504-7027

Telephone: (206) 902-1100  
FAX: (206) 902-1786



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## MEMORANDUM

**TO:** Mayor Wilbert and City Council

**FROM:** *SB* Steve Bowman, Building Official/Fire Marshal

**DATE:** June 21, 1994

**RE:** **Revisions to the Gig Harbor Municipal Code  
Adopting the 1994 Nonresidential Energy Code by Reference**

===== △ ===== △ ===== △ ===== △ ===== △ =====

The Washington State Building Code Council has adopted the Nonresidential Energy Code, 1994 Second Edition. Carol Morris, Assistant City Attorney has drafted an ordinance to revise Chapter 15 of the Gig Harbor Municipal in accordance with RCW 35A.12.140 and RCW 35A.12.150.

### **RECOMMENDATION:**

After the second reading, the attached ordinance relating to the Nonresidential Energy Code be adopted as revised by the City Council.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 1994 NONRESIDENTIAL ENERGY CODE, WAC 51-11, BY REFERENCE; AMENDING CHAPTER 15.32 OF THE GIG HARBOR MUNICIPAL CODE TO ADD A NEW SECTION 15.32.011.**

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WHEREAS, the Washington State Building Code Council has adopted the Nonresidential Energy Code, 1994 Second Edition; and

WHEREAS, the State Legislature has codified the Nonresidential Energy Code at Washington Administrative Code chapter 51-11, in chapters 11 through 20 and RS-29 Commercial Building Design by Systems Analysis; and

WHEREAS, the City desires to adopt the Nonresidential Energy Code by reference in order to enforce it locally; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 15.32 of the Gig Harbor Municipal Code is hereby amended to add a new section 15.32.011, which shall read as follows:

**15.32.011 Nonresidential Energy Code adopted.**

The Nonresidential Energy Code, 1994 Second Edition, as written by the Washington State Building Code Council, adopted on September 10, 1993, and codified as WAC 51-11, Chapters 11 through 20 and RS-29 Commercial Building Design by Systems Analysis, is adopted for use within the City of Gig Harbor.

Section 2. Copies of Documents on File, Authentication, Recording. Pursuant to RCW 35A.12.140, a copy of WAC 51-11, Chapters 11 through 20 and RS-29 Commercial Building Design by Systems Analysis shall be filed in the office of the City Clerk for use and examination by the public. The City Clerk shall also authenticate and record a copy of these documents in the book of ordinances, along with the adopting ordinance, as required by RCW 35A.12.140 and 35A.12.150.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: June 21, 1994  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_



**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

**of the City of Gig Harbor, Washington**

---

On the \_\_\_\_ day of \_\_\_\_\_, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 1994 NONRESIDENTIAL ENERGY CODE, WAC 51-11, BY REFERENCE; AMENDING CHAPTER 15.32 OF THE GIG HARBOR MUNICIPAL CODE TO ADD A NEW SECTION 15.32.011.**

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
CITY ADMINISTRATOR, MARK HOPPEN



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS** *BY*  
**SUBJECT: COHO STREET EASEMENT ACQUISITION**  
**DATE: JUNE 23, 1994**

## **INTRODUCTION**

One of the Public Works Department objectives this year is to design and build an 8" water line to loop the existing water system in the area of Edwards Street to improve the water quality. The City Council allocated \$24,000 in the 1994 budget to complete this project. The project is designed and ready to be built.

We need to obtain an easement from St. Nicholas Church to build this line. The Church is willing to work with us. Instead of giving us easement, they wish to quit claim the property. This would lessen the property tax burden on the Church. In return, they want us to pave the quit claimed property and provide a fire hydrant from the proposed water line. The purpose of this memorandum is to receive your approval to comply with the Church's request.

## **BACKGROUND/ISSUES**

The existing water line on Edwards Street is a dead end line. We have received a number of customer complaints regarding the water quality in that area. Although the water meets the Department of Health Drinking Water standards, we thought that we could improve the quality by looping the line with the dead end line on Coho Street. Doing so would enable the water to circulate on both streets, rather than letting the water lie in the deadend lines, causing odor problems. The other benefit of looping the water system is that the improved fire flow to the area.

This project was identified in our Comprehensive Water Plan to be implemented in 1994 for \$24,000. In order to complete the project, we need to obtain an easement from St. Nicholas Church that is approximately 30 ft wide and 300 ft long.

The Church's response to our easement request is attached to this memorandum. I also met with the representatives of the Church to review this. It is my understanding that if a church owns more than 5 acres at one site, they are subject to pay property taxes. Therefore, in order to lessen the tax burden, the Church would like to quit claim this section to the city in lieu of giving an easement. In return, the Church would like us to pave this property and provide a fire hydrant at this location.

The installation of the fire hydrant and paving the road, along with the construction of the water line would still cost less than \$15,000.

## **POLICY ISSUES**

We have not hired an Appraiser to estimate the value of this 30 ft wide and 300 ft long property, but I believe that the Church's request is reasonable. The cost of building a paved easement road and providing a fire hydrant is going to be approximately \$8,000.00. The total square footage of right of way that we are obtaining from the Church is 18,000 square feet. If average non-view right of way purchase cost is \$3.00 per square foot, we are paying \$8,000 for a right of way that is potentially worth \$54,000

## **FISCAL IMPACT**

The total cost of this project is expected to be completed for significantly less than the budgeted amount of \$25,000. The total project cost, including paving the road to the easement road standards, providing a fire hydrant, and completing the water line construction should not exceed \$15,000. Therefore, meeting the Church's request does not have an adverse budgetary impact.

## **RECOMMENDATION**

I recommend a Council motion to authorize the Mayor to sign the quit claim deed documents for the right-of-way dedication from Saint Nicholas Church, and to authorize the Public Works Director to build a paved easement road on this property and provide a fire hydrant that will be connected to the new water line.

Sincerely:

*AKB*

## St. Nicholas Parish

P. O. Box 220  
Gig Harbor, WA 98335

June 21, 1994

Mr. Ben Yazici, P.E.  
Director, Public Works Department  
City of Gig Harbor  
Gig Harbor, Washington 98335

RE: Utilities Easement

Dear Mr. Yazici:

At the request of Mr. David Brereton, Supervisor, Public Works Department, our Parish was asked to consider granting a perpetual utilities easement of 30 feet along the south portion of Parcel Number 0221086018 (please see attachment 1) to the City of Gig Harbor.

After exhaustive review of our long term land use plan, it was determined that this course of action would not be the optimum solution for either the City or the Parish.

We, therefore, recommend the following alternative for your consideration:

- That the Parish quit claim that portion of Parcel Number 0221086018 to the City of Gig Harbor that was originally requested as a perpetual utilities easement.

- That the Parish additionally quit claim the south 30 feet portion of Lot 2, Ackerman Subdivision to the City of Gig Harbor.

- That the Parish additionally quit claim the south 30 feet of Parcel Number 0221082216 to the City of Gig Harbor.

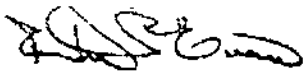
This action would give the City of Gig Harbor a direct connection between Edwards and Cohoe Streets, provide enhanced utilities maintenance access and provide greater flexibility for emergency vehicles.

As consideration to our Parish for executing this alternative, we request that the 30 feet quit claimed to the City be graded and paved with asphalt between Edwards and Cohoe Street and a hydrant be located as originally discussed with Mr. Brereton.

If this alternative is acceptable, please draw up the appropriate documents and we shall convey them to the Corporation of the Catholic Archbishop of Seattle for execution.

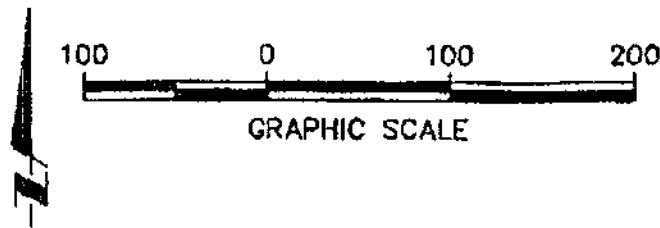
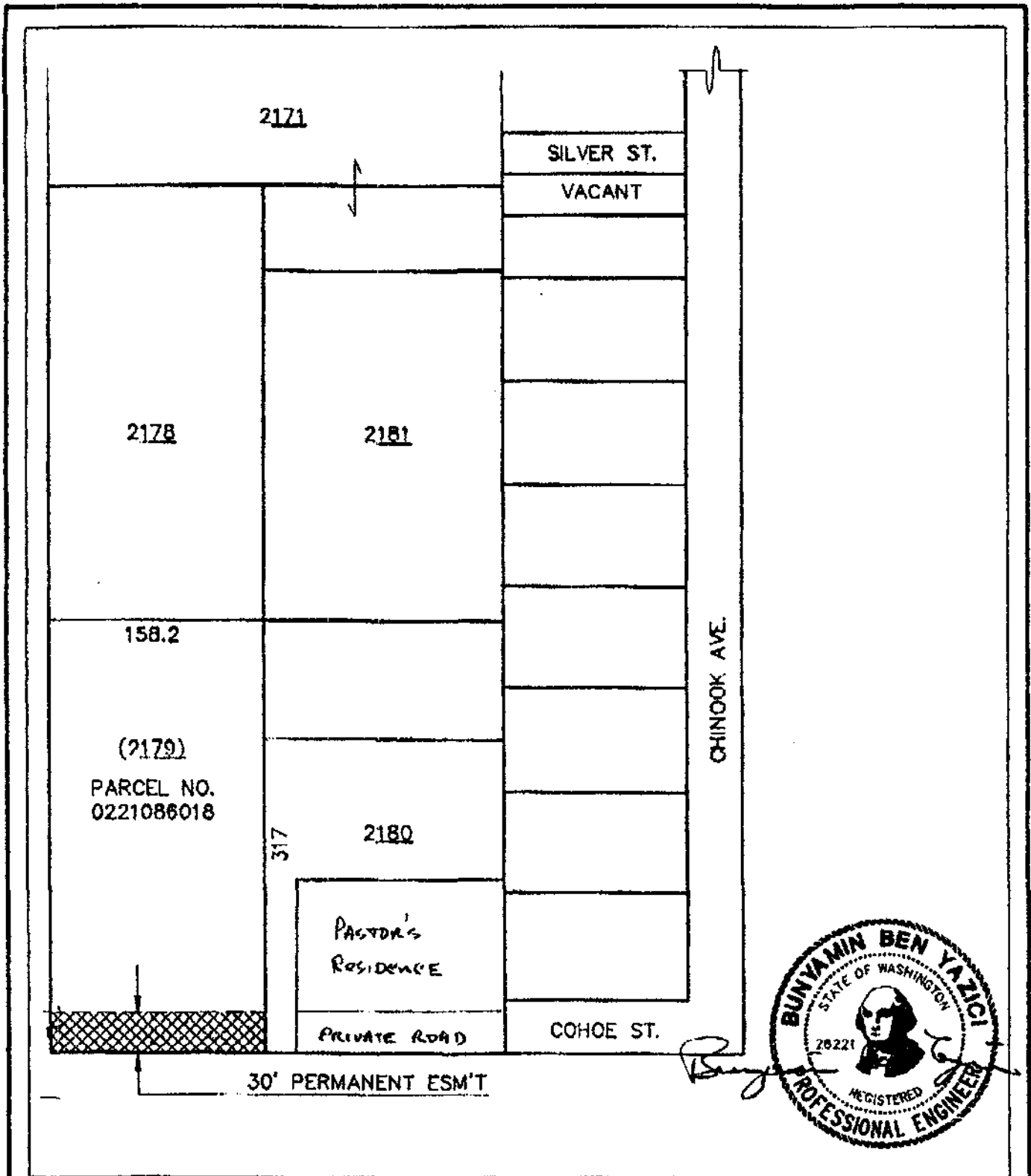
Thank you for your gracious consideration of this matter.

Sincerely,



Richard P. Evans  
Chairperson, Strategic Planning

Enclosure: Attachment 1 - Plat Map



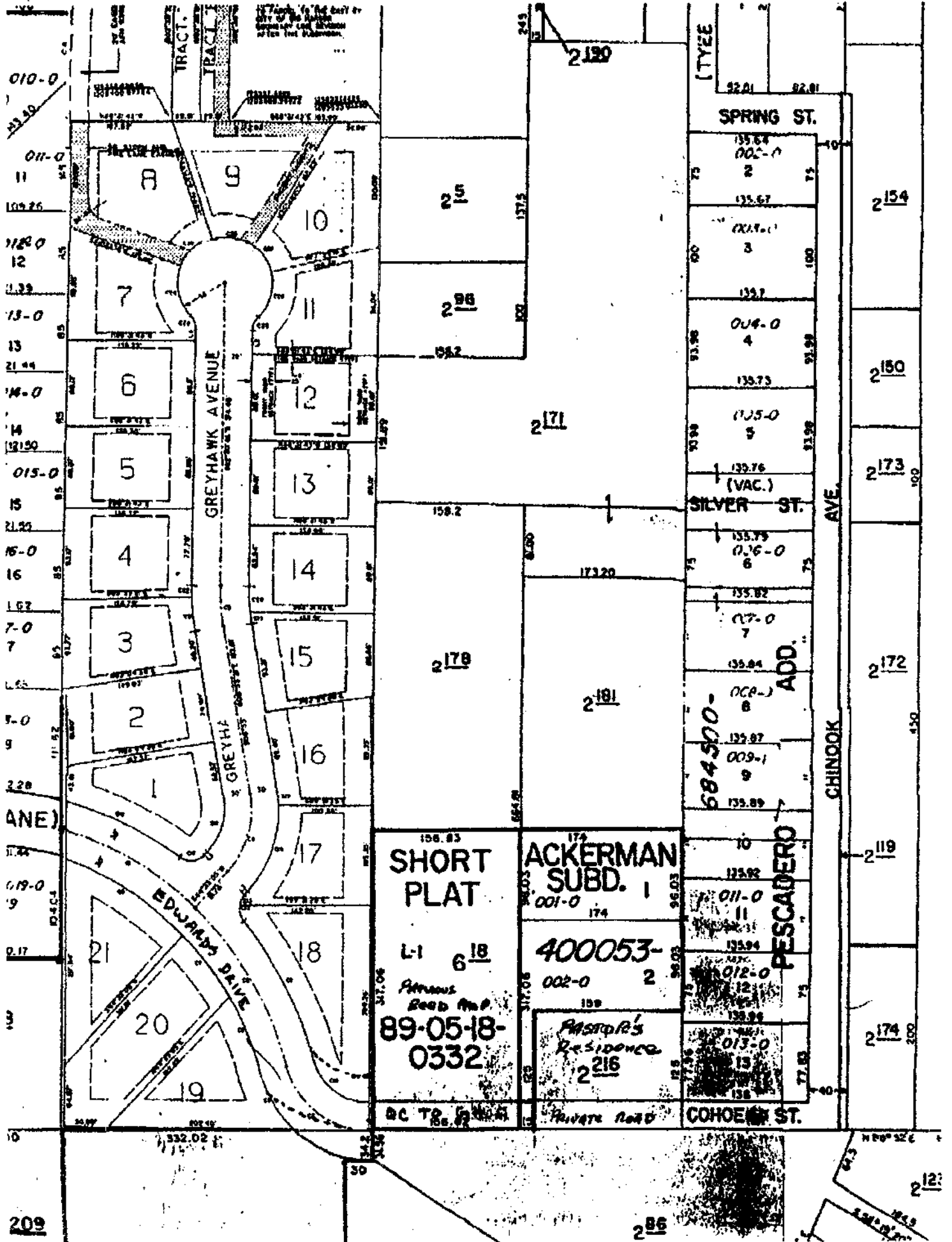
CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
CORPORATION OF THE ARCHBISHOP			
APPROVED BY CITY ENGINEER	<i>Ben Yazici</i>	DATE	2/8/94
DWN WJH	CKD BBY	DATE 2/8/94	FILE PW-9409

REF

ADDRESS - TREASURER  
 COUNTY OF FINCH  
 STATE OF WASHINGTON

QNTY	ANNUAL SCREEN	TRANSFER CODE	LAND	ANNUAL
PARCEL	0221086018 AREA SN CD EXMP TIME-LND		VALUE	IMPROV. SP-USE
USE	SDC YR-TYPE CDF LND CDL	VALUE	VALUE	IND
	PRFM 92 075 0	\$000	\$27,000	\$000
	CURR 93 075 0	\$000	\$27,000	\$000
7600 10	WORK 94 075 0	\$000	\$27,000	\$000
TAX-NN CURP OF THE CATHOLIC ARCHDISHO SITE ADD COHU STREET				
L E B A I D E S C R I P T I O N				
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PROPERTY DESCRIPTION  
 FOR TAX PURPOSES ONLY



158.83  
**SHORT PLAT**  
 L-1 6 18  
 Annual  
 Recd Am.  
**89-05-18-0332**

174  
**ACKERMAN SUBD. 1**  
 001-0 174  
 400053-  
 002-0 2  
 109  
**Pastor's Residence**  
 216

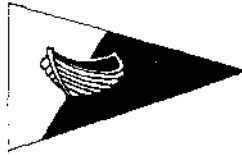
175  
**PESCADERO ADD.**  
 011-0 11  
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 018-0 18  
 019-0 19  
 020-0 20  
 021-0 21

BC TR. 186.82

Private Road

COHOEN ST.





*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS** *BY*  
**SUBJECT: TIA GRANT FOR NORTH HARBORVIEW DRIVE PROJECT**  
**DATE: JULY 6, 1994**

## **INTRODUCTION**

I am pleased to inform you that our grant application for the federal grant matching funds that we submitted to the Transportation Improvement Board has been approved. The purpose of this memorandum is to review the content of this grant with you and obtain authorization for Mayor Wilbert to sign the grant documents.

## **BACKGROUND/ISSUES**

We received approximately \$800,000 in federal grants for the reconstruction of North Harborview Drive. We received authorization from the Department of Transportation to spend \$104,000 of this grant, along with the City's \$26,000 matching funds, to complete the design phase of the project this year. We then applied for a grant from the Transportation Improvement Board to receive financial assistance for the \$26,000 matching funds. I just received the attached confirmation from the Transportation Improvement Board that our application has been approved and we will be receiving \$26,000 from the Transportation Improvement Board.

With this new grant, the design phase of the project will be completed with the combined grant funds without using any City funds. This will enable us to redirect these resources in the next year budget to other City street projects, such as Vernhardson Street.

## **POLICY ISSUES**

It would be impossible for us to rebuild North Harborview Drive with the approximate price tag of \$1,000,000 without grants. The grants enable us to complete projects in the City such as North Harborview Drive.

The other advantage of the grants is that it enables us to focus our financial resources on side streets. These are not eligible for grants as they are not arterial streets. We were able to schedule a few side street projects for overlay job this year, i.e., Stanich Avenue, and Shirley Avenue. I am anticipating that we will propose that additional local access streets to be rehabilitated in next year's budget.

We will actively continue to pursue additional grants as they become available. Because we are a small city, it is more difficult to come up with the necessary funds to do all the things needed on our transportation network. The grants help us to complete the expensive projects that we simply cannot afford to do with our limited resources.

## **FISCAL IMPACT**

This additional grant for \$26,000 has a direct, positive impact on our budget. This amount was budgeted to match the federal grants. We now do not have to spend this amount and it can be carried over to next year's budget.

## **RECOMMENDATION**

I recommend a Council motion to authorize the Mayor to sign the grant documents to receive a \$26,000 federal grant from Transportation Improvement Account that is administered by the Transportation Improvement Board.



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

May 23, 1994

Mr. John Tevis, P.E.  
Area Engineer  
Transportation Improvement Board  
Transportation Building  
Olympia, WA 98504

Subject: City of Gig Harbor, North Harborview Drive Project, TIB Matching Fund Request

Dear Mr. Tevis:

Earlier this year I sent a letter requesting the City's ability to utilize the TIB Matching Funds for the North Harborview Drive project. This project received \$776,000 federal funds of which \$212,000 is authorized this year.

I was told by your office that the project appeared to qualify for the TIB Matching Fund program and in order to receive the funds, we have to send the following to your office.

- 1) Washington State Department of Transportation Fund Authorization Letter, and
- 2) Approved Project Prospectus.

Enclosed please find the information you requested. Your favorable consideration for this project is greatly appreciated. Should you have any questions or need additional information, please feel free to call me.

Sincerely,

Ben Yazici, P.E.  
Director of Public Works

cc: Mayor Gretchen Wilbert  
Mr. Mark Hoppen, City Administrator

enclosures



**Washington State  
Department of Transportation**  
Sid Morrison  
Secretary of Transportation

Post-It™ brand fax transmittal memo 7671		P. 1/3
		# of pages 3
To Ben Yazici	From Bob Holcomb	
Co Gig Harbor	Co.	
Dept.	Phone #	
Fax # 206-851-8563	Fax #	

May 19, 1994

Mr. Ben Yazici  
Public Works Director  
P. O. Box 145  
Gig Harbor, WA 98335

City of Gig Harbor  
North Harborview Drive  
STPUL-3327(001)  
**FUND AUTHORIZATION**

RECEIVED  
MAY 20 1994

Dear Mr. Yazici:

We have received FHWA fund authorization, effective May 12, 1994, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$130,000	\$104,000

In addition, categorical exclusion determination has been approved.

Enclosed is a pre-printed Progress Bill form for the referenced project. Please forward this form to the person handling billings.

Federal funds for this project are limited by your regional STP project selection agency to \$212,000. All costs beyond those in the latest executed agreement are the sole responsibility of your agency.

Upon receipt of your certification of Right of Way, notification that the project is ready for advertisement and a supplement to the City/County Agreement which includes construction funds, the construction phase of this project will be considered for funding.

You may proceed with the administration of this project in accordance with your WSDOT approved Limited Certification Acceptance agreement.

Sincerely,

WAYNE T. GRUEN, PE  
Deputy Assistant Secretary  
Local Programs

WTG:ds  
Enclosure  
cc: Bob Holcomb, Dist. 3/7440



Washington State  
Department of Transportation

LOCAL PROGRAMS ENGINEER

# Local Agency Agreement

Agency City of Gig Harbor  
 Address P. O. Box 145  
Gig Harbor, WA 98335

Project No. STAL-3527(001)  
 Agreement No. 2466  
 For Headquarters WSDOT use only.

The Local Agency having compiled, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23 U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102 and A-128, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line s, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

### Project Description

Name North Harborview Drive Project Length 5,000 feet  
 Termini Between Harborview Drive and Vernhardson Street

**Description of Work** The basic scope of the project includes: Curbs, gutters, and sidewalk construction on both sides of the street; rehabilitation of existing pavement; replacement of existing water lines; construction of at least two thru-lanes, a bicycle lane, parking lanes in the business district, sight and distance improvements of all intersections within the project limits.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
a. Agency work	15,000	3,000	12,000
b. Other <u>Consultant</u>	113,000	22,600	90,400
c. State services	2,000	400	1,600
d. Total PE cost estimate (a+b+c)	130,000	26,000	104,000
Right of Way			
e. Agency work			
f. Other			
g. State services			
h. Total R/W cost estimate (e+f+g)			
Construction			
i. Contract			
j. Other			
k. Other			
l. Other			
m. Total contract costs (i+j+k+l)			
Construction Engineering			
n. Agency			
o. Other			
p. State forces			
q. Total construction engineering (n+o+p)			
r. Total construction cost Estimate (m+q)			
s. Total cost estimate of the project (d+h+r)	130,000	26,000	104,000

\*Federal participation in construction engineering (q) is limited to 15 percent of the total contract costs (line m, column 3).  
 The federal aid participation rate in this project will be determined by the Federal Government. The parties expect that it will be 80 percent; however, it is understood that the rate may vary. The Local Agency agrees that this agreement is entered into without relying upon any representation by the state made outside of this contract, or contained herein, as to what the federal participation rate will be. It further agrees that it will not condition any future actions with respect to the project covered by this agreement upon past, current, or future representations as to the federal participation rate. The dollar amount of federal participation cannot exceed the amount shown in line s, column 3. All costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.



State of Washington

**Transportation Improvement Board**

Post Office Box #0901

Olympia, Washington 98504-0901

(206) 753-7198 SCAN 234-7198

June 29, 1994

Mr. Ben Yazici  
Public Works Director  
City of Gig Harbor  
Post Office Box 145  
Gig Harbor, WA 98335

TIA/ISTEA Match Project  
TIB No. 9P-0490(101)-1  
North Harborview Drive  
Harborview Drive to Vernhardson Street  
City of Gig Harbor

Dear Mr. Yazici:

We are pleased to advise you that the Transportation Improvement Board (TIB) has authorized financial assistance for the above-referenced project from the Transportation Improvement Account (TIA). The TIA/ISTEA matching funds authorized for the design phase are **\$26,000**. The effective date of the authorization is **May 12, 1994**. TIA funding for this phase of the project does not constitute a commitment of TIA funds for future phases.

Please sign the two enclosed project agreements and return them to the TIB office by July 19, 1994. The agency is required to certify compliance with the Clean Air Act. After execution by the Executive Director, a copy will be forwarded to you.

We look forward to working with you. If you have any questions, please call Bob Moorhead, TIA Project Engineer, at (206)664-9217 or SCAN 366-6217.

Sincerely,

A handwritten signature in black ink that reads "Rod Diemert". The signature is written in a cursive, flowing style.

Rod Diemert  
TIA Program Engineer

RLD\RWM:kj  
Enclosures

cc: Bob Holcomb FA#STPUL-3327(001)  
Accounting



**Transportation Improvement Account / ISTE A Matching Funds  
Project Agreement for Design Proposal**

Lead Agency <b>City of Gig Harbor</b>	
Project Number <b>9P-0490(101)-1</b>	Authority Number <b>9421099P</b>
Project Title & Description <b>North Harborview Drive Harborview Drive to Vernhardson Street</b>	
Total Amount Authorized <b>\$26,000</b>	Authorization to Proceed Effective From <b>May 12, 1994</b>

IN CONSIDERATION of the allocation by the Transportation Improvement Board of Transportation Improvement Account (TIA) matching funds to the project and in the amount set out above, the agency hereby agrees that as condition precedent to payment of any TIA matching funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in RCW 47.26; the applicable rules and regulations of the Transportation Improvement Board, and all representations made to the Transportation Improvement Board upon which the fund allocation was based; all of which are familiar to and within the knowledge of the agency and incorporated herein and made a part of this agreement, although not attached. The officer of the agency, by the signature below hereby certifies on behalf of the agency that federal, state, and local funds represented to be committed to the project will be available as necessary to implement the projected development of the project as set forth in the Federal Aid Project Prospectus, acknowledges that funds hereby authorized are for the development of the design proposal as defined by Chapter 167, Laws of 1988.

Projects in clean air non-attainment areas are subject to air quality conformity requirements as specified in RCW 70.94. The lead agency certifies that the project meets all applicable Clean Air Act requirements.

IN CONSIDERATION of the promises and performance of the stated conditions by the agency, the Transportation Improvement Board hereby agrees to reimburse the agency from TIA matching funds allocated, and not otherwise, for its reimbursable costs during the above referenced quarter year not to exceed the amount specified. Such obligation to reimburse TIA matching funds extends only to project costs incurred after the date of the Board's allocation of funds and authorization to proceed with the project.

**LEAD AGENCY**

**TRANSPORTATION IMPROVEMENT BOARD**

\_\_\_\_\_  
*Signature of Chairman/Mayor*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Executive Director*

\_\_\_\_\_  
*Date*

**Construction Method of Financing**

(check method selected)

**State Aid and Award**

- Method A — Advance Payment — Agency share of total construction cost (based on contract award)
- Method B — Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months

**Local Force or Local Aid and Award:**

- Method C — Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on \_\_\_\_\_, 19\_\_\_\_ Resolution/Ordinance No. \_\_\_\_\_

Agency Official

By Gretchen A. Wilbert  
Mayor Gretchen Wilbert

Washington State Department of Transportation

By Wayne A. Green  
Assistant Secretary for Local Programs

MAY 3 1994

Date Executed \_\_\_\_\_

**Provisions****I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records

shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering up to and including approval.
2. Preparation of plans, specifications, and estimates.
3. Right of way acquisition.
4. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section VIII).

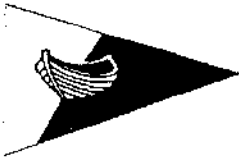
The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accord with the Intermodal Surface Transportation Efficiency Act 1991, Title 23, United States Code, as amended, and Office of Management and Budget circulars A-102 and A-128. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## MEMORANDUM

**TO:** Mayor Wilbert and City Council

**FROM:** Steve Osguthorpe, Associate Planner *S.O.*

**DATE:** July 11, 1994

**RE:** REZ 93-01 - Providence Ministries - request for approval of rezone from R-1 to RB-1 with an RB-2 contract overlay zone for parcel located at 9515 No. Harborview Drive - **First Reading**

---

### I. INTRODUCTION:

The purposed of this agenda bill is for the Council to consider the Hearing Examiner's recommendation on a proposed rezone at 9515 North Harborview Drive. When this item was last presented to the City Council, it was submitted as a map error correction which was processed as a zoning map amendment. However, upon the Council's review, the City's legal counsel determined that because the City has not established process for correcting a mapping error (i.e., no criteria or established findings to show that a mapping error occurred), the application should be processed as a normal rezone. A rezone request has been submitted by Providence Ministries and the Hearing Examiner held a public hearing on May 25, 1994.

GHMC Section 17.10.100 provides that the Hearing Examiner's action on a rezone application shall be a recommendation to the City Council, and the Council has the final authority to act on the rezone.

Because the hearing by the Examiner constitutes the hearing by the City Council, the Council shall take action at a public meeting. No public testimony is taken at a public meeting.

The City Council must consider the rezone application together with the report of the Planning Director and the Hearing Examiner. (GHMC Section 17.100.050.) The rezone shall be approved if the Council makes the following findings from the facts presented by the findings of the reports:

- A. that the public health, safety and general welfare would be preserved; and

B. that the rezone is in keeping with the spirit and intent of the comprehensive plan. If the Council does not approve the rezone as recommended by the Hearing Examiner, the Council may modify the rezone application or deny it. In taking any final action on the rezone application, the Council shall make and enter findings of fact from the record and conclusions therefrom which support such action. (GHMC Section 17.10.170.) At the conclusion of the meeting on the rezone application, the Council should direct the staff to prepare findings and conclusions to be presented at the next meeting, and to prepare an implementing ordinance.

**II. BACKGROUND INFORMATION:** There have been a number of uses on this particular site which are not characteristic of its current R-1 designation. It was originally the site of the VFW hall but the original building has been relocated on the site, partially demolished, and renovated to accommodate boat building, furniture warehousing, manufacturing and office space. Zoning allowances for this site have likewise undergone changes. It was originally (or as far back as City records indicate) zoned W-1 which, in addition to residential use, allowed recreational and water-oriented businesses.

In 1976, the City passed Ordinance No. 234 to allow boat building in the W-1 zone. Prior to that time, the parcel was occupied by Nor-West Boat Works and Ordinance 234 brought Nor-West into conformance with City Codes. Nor-West later moved from the site and the site was then used as a warehouse for furniture wholesaling.

The warehouse use was somewhat controversial. Apparently, an applicant was informed by a past Chief Building Inspector and past Mayor that a warehouse would be allowed. However, when a request to expand the warehouse was submitted to the City, it was determined that the warehouse use was illegal and the permit was denied by the staff. The administrative denial was appealed to the Council and Mayor who approved the permit due to the applicant's reliance upon previous information. The permit was issued in July 1979.

In 1983, there was an application to rezone the property from W-1 to B-2. An RB-1 zone was approved instead and in 1984 a business license was issued for Point of Sales Data which included office use and light manufacturing. Point of Sales Data then did further upgrades to the building including interior partitioning and electrical service expansions.

Approval of the Point of Sales use has also been problematic. Under the RB-1 zone, light manufacturing was not defined as an allowed or conditional use. Moreover, the zone designation itself did not fully meet the code's stated intent of the RB-1 district, which was that the RB-1 zone was to serve as a buffer between residential and business districts. There were no other business districts adjacent to this property - only a few non-conforming business uses across the street. In conjunction with an area wide rezone in 1990, the zoning map was changed to indicate an R-1 designation for the subject parcel and because the property has been vacant for more than one year, its grandfathered commercial status has

expired.

In August 1993, Providence Ministries requested a rezone of the property from R-1 to RB-2 contract zone to allow limited light assembly. The applicant listed various conditions Providence Ministries would agree to as part of the contract rezone. However, when the Hearing Examiner asked for information on the Planning Commission's intent to rezone the property to R-1 in 1990, the staff was unable to find record of any discussion by either the Planning Commission or City Council regarding the subject parcel. The staff therefore believed that the property was unintentionally rezoned to R-1 through a mapping error and initiated a map error correction process. Following the Hearing Examiner's decision on the map error correction, the City's legal counsel advised that, lacking a map error correction process, the normal rezone procedures should be followed including the application of the criteria for approving a rezone request.

### **III. REQUEST/PROJECT DESCRIPTION:**

Providence Ministries has submitted a new application for a rezone along with a variance request to reduce the minimum 2 acre parcel minimum for rezones to 19,200 square feet. The request includes, at a minimum, a rezone from the map-indicated R-1 to RB-1. The applicant believes that the RB-1 would provide more favorable opportunities to use the commercial building for commercial uses. In addition, the applicant is proposing a contract zone of RB-2 to allow limited light assembly. A copy of the proposed RB-2 contract is attached (titled Concomitant Zoning Agreement).

For the Council's information - a variance was requested by the applicant from the two-acre minimum requirement for rezones. The Hearing Examiner approved the variance. Also, upon discussing the issue of the parcel reverting to an R-1 or RB-1 zone should the building be destroyed, the City's legal counsel advised the staff that while the proposed RB-2 contract may limit uses of the property to those classified under R-1 or RB-1, the actual zoning designation would still be RB-2 contract. The formal designation could only be changed through the normal rezone process.

### **IV. STAFF REVIEW AND RECOMMENDATION TO HEARING EXAMINER:**

In reviewing the requested contract rezone, the staff considered both the goals and policies stated in the City's Comprehensive Plan and the rezone criteria outlined in Section 17.100.040 of the City's zoning code which states:

- A. That the request for reclassification furthers the goals, policies and objectives of the comprehensive plan;

B. That there has been a change in conditions, upon which the existing zoning classification is based, sufficient to demonstrate that the current classification does not meet the public's interest. A changed condition constitutes a substantial and material change which was not anticipated nor foreseen since the adoption of the comprehensive plan or the last area zoning.

In response to these criteria, the staff recommended to the Hearing Examiner various modifications and additions to the proposal including (a) the establishment of R-1 as the underlying zone as opposed to the requested RB-1 and (b) a number of additional conditions in the RB-2 contract relating to landscaping, design, and general operations. The R-1 was recommended because the proposed RB-1 did not appear consistent with the code's stated intent of the RB-1 to serve as a transition zone between higher and lesser intense zones.

The additional conditions in the RB-2 contract were recommended by the staff as a means of assuring compatibility with the residential neighborhood regardless of who the specific tenant might be. Because the applicant has no tenant in mind and because no site plan has been proposed, the staff was uncomfortable recommending a contract up-zone which provided little written criteria for reviewing future proposals on this site beyond the basic criteria applied to any non-contract zone. One of the primary advantages to a contract rezone is that it enables both parties to negotiate a criteria more restrictive than allowed in the underlying zone in exchange for a more intense use of the property. Where a more restrictive criteria cannot be agreed upon, there is little reason to consider uses beyond those allowed in the underlying zone.

The staff more formally based its recommendation on the following findings as stated on pages 15 - 18 of the Staff Report to the Hearing Examiner:

1. The stated intent of the RB-1 zone as stated in section 17.28.010 of the City's zoning code cannot be strictly applied to this parcel.
2. The official zoning map which has been available for public review and use since the 1990 area-wide rezone has shown the subject parcel as R-1.
3. No clear findings have been presented which show that a mapping error occurred on the zoning map.
4. The existing building is not conducive to residential use due to its size, layout, and character and creates disincentives to develop the property for residential use due to costs associated with demolishing the building to accommodate a more typical residential design.
5. The existing building is in good to excellent shape and is a viable resource for commercial use.

6. The stated intent of the RB-1 zone as stated in section 17.30.010 of the City's zoning code cannot be strictly applied to this parcel but the proposed RB-2 contract zone with the additional conditions as outlined by the staff can provide sufficient guidelines to allow commercial use preserving the residential character of the area.
7. The RB-2 contract zone would allow a reasonable use of a commercial structure.
8. The RB-2 contract zone would provide greater discretion over the type of businesses that would be allowed in a sensitive location.
9. The RB-2 contract zone would allow a more detailed level of review for decision making.
10. The RB-2 contract zone would resolve concerns over an *inappropriate* application of the RB-1 or RB-2 zones in this location due to the stated *intent* of these zones to serve as transitional buffers between commercial and residential districts.
11. The RB-2 contract zone would further the comprehensive plan goals and objectives to:
  - (a) Establish a special or innovative zone which distinguishes a unique land use concern, provided that special or extra planning and design review are utilized (Comp. Plan, pg. 27).
  - (b) Address special concerns with performance standards rather than restrictions (Comp. Plan, pg. 13).
  - (c) Allow innovation and flexibility while ensuring that the environment or neighborhood is not degraded or that a nuisance is not created (Comp. Plan, pg. 13).
  - (d) Reuse and revitalize an older structure for a business start-up through innovative planning efforts (Comp. Plan, pg. 20).
12. The proposed rezone is based upon previous circumstances which have caused the parcel to be developed for commercial use and upon the resulting existing conditions which are not consistent with the stated intent of the R-1 zone and which are not conducive to allowed uses within the R-1 zone. Moreover, these existing conditions have resulted in a building which has remained vacant for some time - a condition which was likely not anticipated at the time the current zoning classification was applied.
13. The requested RB-2 contract zone will, subject to the additional criteria outlined by the staff, further the public's health, safety and general welfare by allowing a viable

use for a building that may otherwise remain vacant, become a public nuisance, and contribute to blighted conditions in the area.

The additional criteria which the staff recommended to be incorporated into the document (listed on pages 13 - 14 of staff report to Hearing Examiner) were an attempt to consider the residential character of the neighborhood and to incorporate "performance standards rather than outright restrictions"; to "establish a special or innovative zone which distinguishes a unique land use concern" where "special or extra planning and design review are utilized"; and to "reuse and revitalize an older structure for a business start-up through innovative planning efforts". (see Comp. Plan criteria stated above).

#### **V. HEARING EXAMINER RECOMMENDATION:**

The staff believed that the proposed standards represented an innovative performance-standard approach that was ideally implemented through a contract rezone process. However, the Hearing Examiner stated in his report that the conditions recommended by the staff for the contract RB-2 zone are excessive and that the applicant provided sufficient findings to justify an RB-1 designation. Specifically, the Hearing Examiner found as follows:

1. After reviewing the file including the staff report, and listening to the testimony at the hearing, I have concluded that a mapping error did occur in this case and that the property should have remained zoned as RB-1. Since the City Attorney advised and City Council concurred that no express method of correcting map errors is in place, the applicant has no other option than to officially apply for a zoning change.
2. Although the intent of the RB-1 zone as stated in section 16.30.010 of the City's zoning code cannot be strictly applied to this parcel, the proposed RB-2 contract rezone with additional conditions can provide sufficient guidelines to allow continued commercial use while protecting the residential use and character of the area.
3. The existing building is not conducive to residential use due to its size, layout, and character which create disincentives to redevelop the property for residential use due to the cost of demolition and other factors.
4. The existing building is in good to excellent shape and is a viable structure for commercial use.
5. The RB-2 contract zone would:
  - (a) Allow a reasonable use of a commercial structure as a business and professional office and be subject to a Condition Use for any light assembly uses.

- (b) Provide more control over the type of business that would be allowed.
  - (c) Resolve concerns over an inappropriate application of the RB-1 and RB-2 zones in this location.
6. The RB-2 contract zone would further the comprehensive plan goals and objectives to:
- (a) Establish a special or innovative zone which distinguishes a unique land use concern, provided that special or extra planning and design review are utilized (Comp. Plan pg. 27).
  - (b) Address special concerns with performance standards rather than restrictions (Comp. Plan, pg. 13).
  - (c) Allow innovation and flexibility while ensuring that the environment or neighborhood is not degraded or that a nuisance is not created (Comp. Plan, pg. 13).
  - (d) Reuse and revitalize an older structure for a business start-up through innovative planning efforts (Comp. Plan, pg. 20).
7. The proposed rezone is based upon previous circumstance which have caused the parcel to be developed for commercial use and upon the resulting existing conditions which are not consistent with the intent of the R-1 zone.
8. The existing zoning and existing circumstance have resulted in a building which has become vacant for some time which in itself may be detrimental to surrounding residential properties.
9. The requested RB-2 contract zone with appropriate conditions will further the public health, safety and general welfare by allowing a viable use for an existing building that my otherwise remain vacant.

#### **VI. STAFF RECOMMENDATION TO CITY COUNCIL:**

While the Hearing Examiner has adopted most of the findings stated in the staff report, his finding #7 does not specifically state that existing conditions were not anticipated at the time of the previous rezone (Section 17.100.040 - the second required finding for a rezone). His finding #7 is the same as the staff's finding #12 except that staff finding #12 does state that existing conditions were not anticipated at the time of the last area rezone. It is not clear if the Examiner intentionally left out this portion of the finding. The thrust of his decision seems to be based on his belief that a mapping error had occurred.

While the Hearing Examiner has found that the RB-2 contract zone is appropriate provided design review and innovative performance standards are utilized, he believes (as stated previously) that most of the standards and conditions recommended by the staff are excessive. If the Council agrees that the conditions are excessive and that the underlying zone should be RB-1, the Council may wish to consider foregoing the contract RB-2 zone altogether. Contract zones are, by nature, cumbersome to administer and difficult to track over time. The staff does not believe that the applicant's contract as recommended by the Examiner provides adequate performance standards to justify such difficulties. Specifically, the standards fail to address one of the most obvious impacts of commercial development in a residential area, and that is *design*.

The Council may approve, modify or reject the Hearing Examiner's recommendation. If the applicant is not willing to negotiate a more defined contract than he has proposed to the Hearing Examiner, the staff recommends that the Council not approve the proposed RB-2 contract zone and instead approve a rezone from R-1 to RB-1. This poses some difficulties because, as stated above, the stated intent of the RB-1 district cannot be strictly applied to this parcel. However, considering the complex history of this parcel and the circumstances which have resulted in its commercial development, an RB-1 designation may be a reasonable alternative to allowing the vacant building to become a public nuisance or to contribute to neighborhood blight.

The staff's recommendation is based upon the following findings.

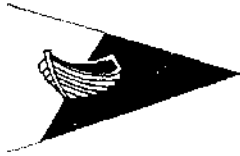
1. The proposed RB-2 contract does not provide sufficient operation or design restrictions to address the goals and policies stated in the City's Comprehensive Plan or to warrant administration of the contract by the City.
2. An RB-1 zone provides reasonable opportunity to utilize the existing commercial building without applying the proposed contract RB-2 zone to the property.
3. Previous circumstances have caused the parcel to be developed for commercial use resulting in current conditions which are not consistent with the stated intent of the R-1 zone and which are not conducive to allowed uses within the R-1 zone. Moreover, these existing conditions have resulted in a building which has remained vacant for some time - a condition which was not anticipated at the time the current zoning classification was applied.
4. Rezoning the property to allow commercial use of the existing commercial building is consistent with the comprehensive plan's stated goal to increase local economic opportunities by identifying facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.
5. Not allowing an opportunity to utilize the existing commercial building will result in



long term vacancy of the building thereby contributing to blight in the neighborhood, thereby threatening the public health, safety and general welfare.

**VII. ATTACHMENTS:**

Attached is the proposed concomitant zoning agreement as proposed by the applicant, the staff report to the Hearing Examiner, and the Hearing Examiner's recommendation on the proposed agreement. An ordinance adopting either the Hearing Examiner or Staff recommendation is not included because, according to Section 17.10.170, an ordinance for a rezone "shall not be placed on the council's agenda until all conditions, restrictions, or modifications which may have been stipulated by the council have been accomplish, or provisions for compliance made to the satisfaction of the council". The staff will incorporate the Council's findings and input from the July 11, 1994 meeting into an ordinance which will be reviewed by the Council at its next meeting.



*City of Gig Harbor. The "Maritime City."*

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GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**TO:** Hearing Examiner  
**FROM:** Planning Staff  
**DATE:** May 25, 1994

**RE:** REZ 93-01 - Providence Ministries -- request for approval of rezone from R-1 to RB-1 with an RB-2 contract overlay zone for parcel located at 9515 No. Harborview Drive and a variance request to allow a reduction in the minimum lot size for rezones.

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**I. GENERAL INFORMATION**

**APPLICANT:** Phillip K. Israelson  
7118 134th N.W.  
Redmond, WA 98052  
Telephone: 883-9144

**OWNER:** Providence Ministries  
6619 132nd Ave.  
Kirkland, WA 98033  
Telephone: 883-9144

**AGENT:** Richard M. Stephens  
800 Bellevue Way #400  
Bellevue, WA 98004  
Telephone: 462-2082

**II. PROPERTY DESCRIPTION**

1. **Location:** 9515 No. Harborview Drive  
Assessor's parcel #226000-010-1

2. **Site Area/Acreage:** 19,220 sq.ft.

3. Natural Site Characteristics:

- i. **Soil Type:** Harstine Gravely Sandy Loam
- ii. **Slope:** Parcel is level in front with an 8 - 10 percent slope in the rear.
- iii. **Drainage:** Easterly toward rear of property
- iv. **Vegetation:** Primarily domestic landscaping

4. Zoning:

- i. **Subject parcel:** R-1
- ii. **Adjacent zoning and land use:**
  - North:** R-1 (Single Family), grandfathered commercial uses on Vernhardson Street.
  - South:** R-1
  - East:** R-1
  - West:** R-1

5. Utilities/road access: The parcel is accessed off of No. Harborview Drive and Vernhardson Street (both are city streets) and is serviced by City sewer and water.

III. APPLICABLE LAND-USE POLICIES/CODES

1. **Comprehensive Plan:**

GOAL: LAND MANAGEMENT POLICIES (pg. 13)

Allocate and manage the land's environmental capabilities and suitabilities in the most reasonable and effective manner. Allow innovation and flexibility, yet ensure the environment is not degraded or that urban uses do not create public hazards or nuisances.

19. Performance criteria (pg. 13)

As much as practical, incorporate environmental concerns into performance standards rather than outright restrictions. Use review processes which establish minimum performance criteria which developers must satisfy in order to obtain project approvals. As much as possible, allow for innovation and more detailed investigations, provided the end result will not risk environmental hazards or otherwise create public problems or nuisances.

GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES (pg. 20)

Support local business development efforts, property investment projects and programs, and protect local economic opportunities.

7. Small business development

Encourage local business development opportunities which may be owned by or employ local residents. Promote the local use of special small business financing and management assistance programs. Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.

8. Property revitalization (pg. 20)

Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the City.

GOAL: CREATE IDENTITY (pg. 27)

Define a pattern of urban development which is recognizable, provides an identity, and reflects local values and opportunities.

6. Neighborhood planning areas

Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land use areas and landscape buffers . . .

7. Special districts

Establish special zoning districts which may distinguish unique land use concerns and utilize special or extra planning and design reviews. Special districts may be established for a mixed use waterfront, a pedestrian oriented downtown, a special old town business district and an historic residential neighborhood.

GOAL: PROMOTE DIVERSITY (pg. 27)

Create district definitions, control and review and approval processes which allow for innovation and performance.

8. Innovative districts (pg. 27)

Establish special planning procedures to govern the review and approval of innovative land use developments. Special planning development procedures could be established for a high density employment park, special purpose industrial or business parks, mixed density residential developments, special waterfront projects or other proposal which may be submitted and considered.

## **2. Zoning Ordinance:**

Section 17.100.020C states that no change in the zoning map shall be considered if it contains fewer than two acres as measured without including streets or alley rights-of-way.

Variances may be granted only if the applicant can successfully demonstrate that all of the following criteria can be met:

- A) The proposed variance will not amount to a rezone nor authorize any use not allowed in the district.
- B) There are special conditions and circumstances applicable to the property such as size, shape, topography or location, not applicable to land in the same district and that literal interpretation of the provisions of this ordinance would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this ordinance.
- C) That the special circumstances and conditions do not result from the actions of the applicant.
- D) The granting of the variance will not constitute a grant of special privilege inconsistent with limitation upon other properties in the vicinity and zone.
- E) That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is situated.
- F) The variance is the minimum variance that will make possible the reasonable use of the land.

Section 17.100.040 states that rezones shall be based upon the following criteria:

- A) That the request for reclassification furthers the goals, policies and objectives of the comprehensive plan;
- B) That there has been a change in conditions, upon which the existing zoning classification is based, sufficient to demonstrate that the current classification does not meet the public's interest. A changed

condition constitutes a substantial and material change which was not anticipated nor foreseen since the adoption of the comprehensive plan or the last area zoning.

- C) That the requested classification will further the public's health, safety and general welfare.

#### Chapter 17.16 SINGLE-FAMILY RESIDENTIAL (R-1)

17.16.010 Intent. An R-1 district is intended to provided for low density, single-family residential development for certain community services and facilities while preserving the character of the existing single-family residential areas.

#### Chapter 17.28 RESIDENTIAL AND BUSINESS DISTRICT (RB-1)

17.28.010 Intent. The RB-1 district is intended to provide a mix of residential uses with certain specified business, personal and professional services. It is also intended to serve as a buffer between high intensity commercial and lower density residential uses. The regulations and restrictions in an RB-1 district are intended to protect and preserve residential uses while permitting business uses characterized principally by professional and consultive services or executive and administrative offices, compatible with single-family residential development.

17.28.020 Permitted uses and structures. The following uses and structures are permitted in an RB-1 district:

- A. All uses permitted in the R-1 district;
- B. Bed and breakfast establishments;
- C. Business and professional offices;
- D. Publicly owned parks and playgrounds;
- E. Temporary buildings for and during construction;
- F. Uses and structures that are necessary or desirable adjuncts to permitted uses and structures and are under the management and control of the person, organization or agency responsible for the permitted principal use or structure.
- G. Uses which complement or facilitate permitted uses such as parking facilities or public plazas; and
- H. Pharmacies solely incidental to medical offices.

17.28.030 Conditional uses. Subject to the procedures and other provisions for conditional uses as set forth in this title, the following uses may be permitted in an RB-1 district:

- A. Nursing homes and retirement facilities
- B. Child care facilities containing more than six children;
- C. Public utilities and public services uses such as libraries, electrical substations, telephone exchanges and police, fire and water facilities;
- D. Recreational buildings and community centers;
- E. Schools, public and private;
- F. Houses of religious worship, rectories and parish houses; and
- G. Food store or delicatessens; provided
  - 1. Situated on the street level in an apartment or office building,
  - 2. Not to exceed eight hundred square feet,
  - 3. No outside sales or storage, and
  - 4. Hours of operation limited to sixteen hours per day.

Chapter 17.30 RESIDENTIAL AND BUSINESS DISTRICT (RB-2)

17.30.010 Intent. The RB-2 district is intended to provide a mix of medium density residential uses with certain specified business, personal and professional services. It is intended to serve as a transitional buffer between high intensity commercial areas and lower intensity residential areas. . . Furthermore, the RB-2 zone would serve to minimize impacts to adjacent residential uses by limiting general operational impacts of a use to that portion of the site between the structure(s) and the fronting road.

17.30.020 Permitted uses and structures. The following uses and structures are permitted in an RB-2 district:

- A. Multiple-family dwellings;
- B. Bed and breakfast accommodations;
- C. Business and professional offices as described in Section 17.28.020 of (the city zoning) code.

17.30.030 Conditional uses. Subject to the procedures and other provisions for conditional uses as set forth under this title, the following uses may be permitted in an RB-2 district:

- A. Day care centers containing more than six children;
- B. Nursing homes and retirement centers;
- C. Recreational buildings and community centers;
- D. Public utilities and facilities;
- E. Schools, public and private;
- F. Churches and nonprofit clubs;
- G. Mini-warehousing; and
- H. Light assembly and associated storage.

**IV. BACKGROUND INFORMATION:** There have been a number of uses on this particular site which are not characteristic of its current R-1 designation. It was originally the site of the VFW hall but the original building has been relocated on the site, partially demolished, and renovated to accommodate boat building, furniture warehousing, manufacturing and office space. Zoning allowances for this site have likewise undergone changes. It was originally (or as far back as City records indicate) zoned W-1 which, in addition to residential use, allowed recreational and water-oriented businesses.

In 1976, the City passed Ordinance No. 234 to allow boat building in the W-1 zone. Prior to that time, the parcel was occupied by Nor-West Boat Works and Ordinance 234 brought Nor-West into conformance with City Codes. Nor-West later moved from the site and the site was then used as a warehouse for furniture wholesaling.

The warehouse use was somewhat controversial. Apparently, an applicant was informed by a past Chief Building Inspector and past Mayor that a warehouse would be allowed. However, when a request to expand the warehouse was submitted to the City, it was determined that the warehouse use was illegal and the permit was denied by the staff. The administrative denial was appealed to the Council and Mayor who approved the permit due to the applicant's reliance upon previous information. The permit was issued in July 1979.

In 1983, there was an application to rezone the property from W-1 to B-2. An RB-1 zone was approved instead and in 1984 a business license was issued for Point of Sales Data which included office use and light manufacturing. Point of Sales Data then did further upgrades to the building including interior partitioning and electrical service expansions.

Approval of the Point of Sales use has also been problematic. Under the RB-1 zone, light manufacturing was not defined as an allowed or conditional use. Moreover, the zone designation itself did not fully meet the code's stated intent of the RB-1 district, which was that the RB-1 zone was to serve as a buffer between residential and business districts. There were no other business districts adjacent to this property - only a few non-conforming business uses across the street. In conjunction with an area wide rezone in 1990, the zoning map was changed to indicate an R-1 designation for the subject parcel and because the property has been vacant for more than one year, its grandfathered commercial status has expired.

In August 1993, Providence Ministries requested a rezone of the property from R-1 to RB-2 contract zone to allow limited light assembly. The applicant listed a number of conditions Providence Ministries would agree to as part of the contract rezone and the planning staff added additional conditions of approval intended to preserve the residential character of the neighborhood. However, when the Hearing Examiner asked for information on the Planning Commission's intent to rezone the property to R-1 in 1990, the staff was unable to find record of any discussion by either the Planning Commission or City Council regarding the subject parcel. The staff



therefore believed that the property was unintentionally rezoned to R-1 through a mapping error and initiated a map error correction process. Following the Hearing Examiner's decision on the map error correction, the City's legal counsel advised that, lacking a map error correction process, the normal rezone procedures should be followed including the application of the criteria for approving a rezone request.

#### V. REQUEST/PROJECT DESCRIPTION:

Providence Ministries has submitted a new application for a rezone along with a variance request to reduce the minimum 2 acre parcel minimum for rezones to 19,200 square feet. The request includes, at a minimum, a rezone from the map-indicated R-1 to RB-1. The applicant believes that the RB-1 would provide more favorable opportunities to use the commercial building for commercial uses. In addition, the applicant is proposing a contract zone of RB-2 to allow limited light assembly. The following statement (shown in italics), which refers to staff reports for the original contract rezone request, highlights the applicants proposal:

*Attached hereto as Exhibit A, is a copy of the Staff Report and Environmental Evaluation and Report to the hearing Examiner, Rezone for Map Error Correction. February 9, 1994. Attached hereto as Exhibit B is the City of Gig Harbor Hearing Examiner Findings Conclusions and Recommendations on the same Map Error Correction. After hearing public testimony the hearing examiner adopted the Staff Report (Exhibit A) and found that a mapping error occurred when the property now owned by Providence Ministries was reflected on a new official zoning map adopted in 1991.*

*Gig Harbor Zoning Code section 17.12.030 requires that "no changes of any nature shall be made in the official zoning maps or matters shown thereof except in conformity with the procedures set forth in Chapter 17.100 of this title."*

*Chapter 17.100.010 gives the city broad authority to change the zoning whenever required by the public health, safety and welfare. Section 17.100.020 require that the owner of the majority of the land in the area be the initiating party. That is the case here since the initiating party, Providence Ministries, is the only owner of land subject to the proposed map change.*

*Clearly, it is within the public interest to correct mistakes which have been made. If this property should be an R-1 zone, that determination should be made only after considering the propriety of such designation. But in 1990 and 1991 no such consideration was made. No one discussed the propriety of changing this RB-1 to an R-1 zone because it is apparent no one knew that is what was happening. When property is rezoned by the city's initiation, it is the city's obligation to prove that the change was justified. Parkridge v. City of Seattle, 89 Wash.2d 454, 573 P.2d 359 (1978). That proof was not made because no one realized such a change was being proposed.*

*Subsection B of 17.100.020 limits consideration of map changes to those involving at least 2 acres of land. Providence Ministries seeks a variance from that requirement for the reasons in its original proposal for a contract rezone, a copy of which is attached as Exhibit C. In summary, the two acre minimum rule should be waived when the reason for the rezone is applicable to property which is less than 2 acres in size. In the present case, the map error only affected one piece of property which is less than two acres. The city should not be prohibited from correcting an error simply because the error involved less than 2 acres.*

*After reviewing the proceedings initiated by the planning director and again reviewing the maps themselves, Providence Ministries urges the city correct the error by changing the official zoning map to once again reflect that Providence Ministries' property in an RB-1 zone.*

#### PROPOSAL FOR REZONE TO A MODIFIED RB-2

*Providence Ministries also proposes as it did originally that it and the City agree to a rezoning of this property to a limited Residential and Business District (RB-2) zone which would re-establish the legality of the uses previously engaged in - - uses for which the building was designed. This proposal will exclude some uses in the Rb-2 zone. (RB-2 uses stated previously under section III).*

*Providence Ministries seeks a RB-2 zoning which allows as permitted uses only those in 17.030.020C, business and professional offices, and the conditional uses in 17.30.030. Providence Ministries is willing to give up the other permitted uses in the RB-1 and RB-2 zone in order to have the ability to engage in light assembly and associated storage as a conditional use.*

*Providence Ministries proposes the following additional conditions:*

- 1. If the current structure on the property is destroyed, the zoning should revert back to an RB-1 zoning.*
- 2. Business and professional office use shall be further limited by using the definition employed in the former RB-1 zone, 17.28.020.*

*After Providence Ministries submitted its first proposal, the planning department recommended several conditions be imposed on the rezone. In my letter dated December 15, 1993, Providence Ministries object to several of the proposed conditions. In light of the findings that the 1991 adoption of the zoning map was an error and never intended by the city council, fewer of the proposed conditions appear appropriate now. Since the property should at least be considered RB-1, any conditions must relate to burdens created by the proposed RB-2 zone which are above and beyond the prior RB-1 zoning.*

*First, the general business hours should not be limited. Providence Ministries is entitled to RB-1 map designation which imposes no limitations on the hours of operation, except for food stores which can be open only 16 hours per day. If food stores can be open that long, there is no reason a light assembly operation and business and professional offices under the RB-2 proposal should be any less.*

*Second, the restriction on shipping and receiving is inappropriate. No such restriction exist for RB-1 zoning. They should not exist for this proposed modified RB-2 zoning either.*

*Third, as objected to in my letter dated December 15, 1993, the reference to manufacturing is only confusing because none of these proposal allow for manufacturing.*

*Fourth, Providence Ministries continues to have no objection to the prohibition on operations which require external exhaust of smoke, fumes, dust or particles.*

*Fifth, Providence Ministries continues to have no objection to the prohibition on veterinary clinics.*

*Sixth, Providence Ministries objects to the landscaping recommendations. Since Providence Ministries is entitled to business use of the property as an RB-1 zone without additional landscaping requirements, there is no reason to add landscaping requirements only because under this proposal Providence Ministries will add one other potential commercial use, light assembly, and forego several other commercial uses. Even though the city may find additional landscaping desirable, this "exchange" creates no need for additional landscaping. See *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) (conditions on land use unrelated to needs created by use are illegitimate).*

*Seventh, Providence Ministries has no objection to the limitation on asphalt areas, outdoor storage, and internally illuminated signs.*

*Eighth, Providence Ministries continues its objection to proposing any design criteria for future building modification. If any modification is proposed as some unforeseen time in the future, whatever design criteria exist at that time should be imposed. Since this proposed rezone will be a covenant which runs with the land, whatever is included as design criteria now will be binding on this property forever even though the state of the art in building design may be quite different in the next 10-0 years from what is known today. Gig Harbor should not have special design criteria for specific properties which can never be changed.*

## REASONS FOR CONTRACT REZONE

*The proposed rezone is in the public interest because the uses permitted under the existing zoning make no sense for the existing structure. It is not suitable for residential purposes or any of the uses allowed in the R-1 zone. The present zoning in essence requires that the building be left vacant and unused, be torn down, or modified to qualify as a conforming structure. Vacant buildings have long been attractive nuisances, fire hazards and targets of vandalism. Additionally, leaving the building vacant causes a loss to the community in keeping resources of the community from productive use.*

*Furthermore, the building is currently in extremely good condition. Tearing down the building would waste a valuable resource. Destruction of valuable property is not in the public interest, unless there is some public hazard associated with the existence of the building. There are no hazards with this building.*

*Remodeling the building to fit a use in the R-1 zone cannot be done feasibly, without significant financial hardship to Providence Ministries. The 7,000 square foot size alone suggests it is not suited to single family uses. The construction and design of the building is not suited for those purposes as well.*

*Moreover, this proposed rezone seeks no more than is necessary to allow uses which were allowed and engaged in not long ago, uses for which the building was designed. That is why this proposal includes a provision that, if the building is destroyed, the zoning should revert back to the prior RB-1 zoning. The allowed uses under this proposal are ones which will not increase traffic which might be considered injurious to the residential neighborhood. In fact, the proposed allowed uses are identical to the actual uses of the property only a few years ago. Providence Ministries is aware of no objections raised by anyone to those prior uses at that time. Most importantly, during the area wide rezone in 1990-91, there was no indication that the zoning was changed to R-1 because of public dissatisfaction with the existing uses. As found by the hearing examiner already, the zone change was a mistake.*

## CONCLUSION

*Providence Ministries believes that it is at a minimum entitled to have the map changed to reflect that its property is zoned RB-1. The adoption of the map in 1991 and all the proceedings leading up to the change indicate there was no intent to change the property from its then existing RB-1 designation to R-1. In fact, no findings were ever submitted indicating the change from RB-1 to R-1 was appropriate. No findings were made because no one realized that is what was happening. At the very least, the property designation on the map should be changed back to RB-1, unless and until any findings are made that such zoning is inappropriate.*

*Providence Ministries also believes the proposed agreement for the rezoning of its property to RB-2 subject to numerous limitation, attached hereto as Exhibit D, is in the public interest in allowing the reasonable use of its property as long as the existing structure remains.*

VI. **PUBLIC NOTICE:** The property was posted and legal notice was sent to property owners within 300 feet on May 4, 1994. Legal Notice was published in the Peninsula Gateway on May 4, 1994. As of May 18 1994, the Staff has received various inquiries regarding the proposal but no formal input has been received.

VII. **ANALYSIS:** The Planning Staff has spent considerable time trying to piece together the history of this parcel. It has involved a number of changes and the Staff appreciates the applicant's dilemma regarding a reasonable use of the property under current code restrictions -vs- what that structure was actually built for. Clearly, the existing building has very limited uses in an R-1 zone. It could potentially be used for a private school, church, day care, or public facility, but because the structure was not built for these uses, the likelihood of it being developed as such is difficult to ascertain.

Considering the condition of this building, the Staff believes that it would be unreasonable to deny commercial use of it. However, reasonable use of the structure does not necessarily require a straight rezone to RB-1. A concomitant rezone may provide a more customized approach which allows commercial uses while addressing neighborhood concerns. Further, because this application is now being reviewed as a rezone as prescribed by section 17.100 rather than a map error correction, the staff does not believe that the RB-1 designation should (as purported by the applicant) be considered a given because, (a) the official zoning map which has been relied upon and deemed accurate by the public for the past three years has indicated that the property is zoned R-1, (b) there have been no clear findings by the applicant that the current designation is the result of a mapping error, (c) the staff initially assumed a mapping error because the minutes and findings for the 1990 area-wide rezone did not specifically mention this parcel, (d) the current criteria for reviewing rezone requests as found in section 17.100 were not adopted until after the property was rezoned to R-1, and (e) the stated intent of the RB-1 zone cannot be strictly applied to this parcel because there are no more intensely developed commercial uses which the property would serve to buffer.

The staff believes that the concomitant rezone can allow reasonable use of the property without sacrificing the integrity of the single family neighborhood. A straight application of the RB-1 zoning would not accomplish this and is, in fact, contrary to the stated intent of the RB-1 zone, which is to serve as a

buffer between higher intense commercial uses and lower intense residential uses. The staff is therefore not supportive of a straight rezone to RB-1 but supports the RB-2 contract rezone with the conditions stipulated by the applicant. In addition, the following additional criteria (as proposed by the Staff) would ensure compatibility within the neighborhood, avoid potential impacts to adjacent properties, and meet the general goals and objectives stated in the Comprehensive Plan:

1. General business hours for customer service, deliveries or assembly operations shall be from 8:00 a.m. to 5:00 p.m. only.
2. Shipping and receiving shall be limited to small panel trucks. No semi-truck and/or trailers shall be permitted.
3. Manufacturing (i.e., creating a product or component of a product intended to be sold by converting a raw material into a finished product or component by means of reshaping, processing, converting, or heating) shall not be permitted. This is not to exclude minor finishing of products including light sanding, hand painting, or polishing, provide that assembly operations receive conditional use approval.
4. Operations which require external exhaust of smoke, fumes, dust, or particles shall not be permitted.
5. Professional offices shall be limited to human services only. No veterinary clinics shall be permitted.
6. Prior to business license issuance, the parcel shall be landscaped according to the following minimum standards:
  - (a) All parking areas for more than 5 vehicles shall be shielded from the view of the road with a dense vegetative screen at least three feet high, minimum 5 feet wide.
  - (b) Landscaping on the front and side of the building adjacent to North Harborview and Vernhardson Street shall include a minimum of five fir trees and five deciduous trees which, at maturity, will reach the height of the building.
  - (c) All trees, shrubs, and bushes shall be placed in a manner that will avoid view obstruction at the street intersection and driveway entrances, and as approved by the Public Works Department of the City.

(d) A dense vegetative screen, as defined by Section 17.78.060(B) at least 10 feet deep shall be provided along the entire rear (east) and side (south) property lines.

(e) All landscaped areas shall be free of weeds and neatly maintained. They shall be covered with ground cover, mulch, or manicured grass and shall include an automatic sprinkler system

7. Asphalt areas shall be limited to code required parking areas and the minimum area of driveways necessary to access parking and loading areas. All remaining areas shall be landscaped.
8. Outdoor storage of materials, supplies, or finished products shall be prohibited.
9. No internally illuminated signs shall be permitted.

The following design criteria are also proposed to ensure compatibility of a commercial structure in a residential neighborhood should there be requests for building modifications in the future.

10. Siding and trim materials shall be of a residential type including horizontal ship-lap or drop-lap siding, board & batten siding, brick veneer, or stone. Large commercial panels including, but not limited to, corrugated steel, concrete, stucco or similar pre-formed panels shall be prohibited. Exposed concrete block shall also be prohibited.
11. Window and door fenestration shall maintain residential design characteristics. Openings in walls shall be designed so they read as single fenestrations in the wall surface, rather than continuous bands of horizontal or vertical surfaces. A glass "store front" look shall be avoided. Glazing shall not exceed 40 percent of any exterior wall surface.
12. In order to provide interest in the building mass and to blend with residential structures, no single wall plane of a building may exceed 40 feet without a substantial shift in the facade. This must include a minimum two foot shift in the facade and a corresponding alteration in the roof line or gable which defines the facade change. Minor alterations in the facade such as a recessed porch or balcony are not to be counted toward meeting this requirement. Roofs must have a minimum 4/12 pitch with a non-glare roofing material common to residential roofing materials found throughout the City.

These are similar to the conditions recommended by the staff in the applicant's original rezone request. The applicant has objected to many of these, stating that it

is inappropriate to apply conditions which are above and beyond the prior RB-1 zoning. However, for reasons already stated in this analysis, the RB-1 designation is not a given with this application - it is a request. Accordingly, the staff believes that it is appropriate to apply conditions which will mitigate impacts on the surrounding R-1 properties including limited hours of operation, restrictions on deliveries and truck sizes, screening requirements, and aesthetic controls. These are not only desirable (as stated by the applicant), but necessary to preserve the residential character of the surrounding R-1 zone. The staff does not agree with the applicant's contention that the design criteria will be binding on this property forever. They will be binding only so long as the contract zone applies to the property (as with any other zoning restrictions). The intent of the proposed design criteria is to preserve the residential characteristics of the neighborhood which "state of the art" commercial building techniques may not be sensitive to (and they seldom are).

Additional Staff and/or agency comments are as follows:

1. Building Official: No addition comments
2. Public Works: No additional comments
3. SEPA Responsible Official: In his report dated November 15, 1993, the SEPA Responsible Official has determined that the proposed rezone will not have a significant impact on the quality of the environment and that an environmental determination of non-significance is appropriate.

### VIII. FINDINGS AND CONCLUSIONS

Based upon a site inspection and the analysis contained in Part VII of this report, the Staff finds as follows:

1. The stated intent of the RB-1 zone as stated in section 17.28.010 of the City's zoning code cannot be strictly applied to this parcel.
2. The official zoning map which has been available for public review and use since the 1990 area-wide rezone has shown the subject parcel as R-1.
3. No clear findings have been presented which show that a mapping error occurred on the zoning map.
4. The existing building is not conducive to residential use due to its size, layout, and character and creates disincentives to develop the property for



residential use due to costs associated with demolishing the building to accommodate a more typical residential design.

5. The existing building is in good to excellent shape and is a viable resource for commercial use.
6. The stated intent of the RB-1 zone as stated in section 17.30.010 of the City's zoning code cannot be strictly applied to this parcel but the proposed RB-2 contract zone with the additional conditions as outlined by the staff can provide sufficient guidelines to allow commercial use preserving the residential character of the area.
7. The RB-2 contract zone would allow a reasonable use of a commercial structure.
8. The RB-2 contract zone would provide greater discretion over the type of businesses that would be allowed in a sensitive location.
9. The RB-2 contract zone would allow a more detailed level of review for decision making.
10. The RB-2 contract zone would resolve concerns over an *inappropriate* application of the RB-1 or RB-2 zones in this location due to the stated *intent* of these zones to serve as transitional buffers between commercial and residential districts.
11. The RB-2 contract zone would further the comprehensive plan goals and objectives to:
  - (a) Establish a special or innovative zone which distinguishes a unique land use concern, provided that special or extra planning and design review are utilized (Comp. Plan, pg. 27).
  - (b) Address special concerns with performance standards rather than restrictions (Comp. Plan, pg. 13).
  - (c) Allow innovation and flexibility while ensuring that the environment or neighborhood is not degraded or that a nuisance is not created (Comp. Plan, pg. 13).
  - (d) Reuse and revitalize an older structure for a business start-up through innovative planning efforts (Comp. Plan, pg. 20).
12. The proposed rezone is based upon previous circumstances which have caused the parcel to be developed for commercial use and upon the resulting existing conditions which are not consistent with the stated intent of the R-1

zone and which are not conducive to allowed uses within the R-1 zone. Moreover, these existing conditions have resulted in a building which has remained vacant for some time - a condition which was likely not anticipated at the time the current zoning classification was applied.

13. The requested RB-2 contract zone will, subject to the additional criteria outlined by the staff, further the public's health, safety and general welfare by allowing a viable use for a building that may otherwise remain vacant, become a public nuisance, and contribute to blighted conditions in the area.
14. The requested variance will not itself amount to a rezone, but will only allow consideration of a rezone request as reviewed under standard rezone procedures.
15. The parcel exhibits special conditions and circumstances including existing commercial development of the site and the complex and sometimes confusing history of its development which are not characteristic of other parcels in the R-1 zone.
16. The special conditions and circumstances do not result from the actions of the applicant but are the result of a long history of development decision prior to the applicants acquisition of the property.
17. The granting of the variance request will not confer a special privilege denied to other property owners in the same district because other R-1 properties can be developed without concern over what to do with an existing commercial building or the economic burdens involved in removing the building to allow residential use.
18. The granting of the variance will not be materially detrimental because it allows an additional level of review and consideration in determining a viable use for a building that may otherwise remain vacant, deteriorate and become a public nuisance.
19. The variance is the minimum variance necessary to allow consideration of a reasonable use of the property.

#### **IX. RECOMMENDATION**

The Staff recommends that the Hearing Examiner approve a variance reducing the minimum 2 acres required for a rezone to 19,200 square feet, subject to findings 14-19 as stated in section VIII of this report.

The staff recommends that the Hearing Examiner forward to the City Council a recommendation to deny the proposed RB-1 zone and to approve the proposed RB-2 contract zone based upon findings 1 - 13 as stated under section VIII of this report, subject to the following conditions:

1. Condition #1 of the proposed RB-2 contract zone (pg. 9 of this report) shall be amended to require that the zoning shall revert back to R-1 rather than RB-1 in the event the building is destroyed.
2. The additional criteria as outlined in the staff analysis (items VII 1-12) shall be incorporated into the Concomitant Zoning Agreement.
3. The Concomitant Zoning Agreement shall be filed as a covenant with the property with the Pierce County recorder's office.
4. The Concomitant Zoning Agreement shall include a reversionary clause which states that items contained in the agreement may be renegotiated or amended through the City's normal rezoning process.

Project Planner: Steve Osguthorpe, Associate Planner



Date: May 19, 1974

**CITY OF GIG HARBOR  
HEARING EXAMINER  
FINDINGS CONCLUSIONS AND RECOMMENDATION**

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**APPLICANT:** Phillip K. Israelson

**CASE NO.:** REZ 93-01

**LOCATION:** 9515 No. Harborview Drive

**APPLICATION:** Request for approval of rezone from R-1 to RB-1 with an RB-2 contract overlay zone and for a variance to allow a reduction in the minimum lot size for rezones

**SUMMARY OF RECOMMENDATIONS:**

Planning Staff Recommendation: Rezone: Deny RB-1; Approve RB-2 Contract with conditions  
Variance: Approval

Hearing Examiner Recommendation: Rezone: Approve RB-1; Approve RB-2 Contract with conditions  
Variance: Approval

**PUBLIC HEARING:**

After reviewing the official file which included the Planning's Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Rezone and Variance applications was opened at 5:00, May 25, 1994, in City Hall, Gig Harbor, Washington, and closed at 6:05 p.m. The hearing was held open administratively until June 2, 1994 to receive additional information from the City and the applicant. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the hearing. A verbatim recording of the hearing is available in the Planning Department.

**FINDINGS CONCLUSIONS AND RECOMMENDATION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

**I. FINDINGS:**

- A. The information contained in Sections I through VI on pages 1 through 12 of the Planning's Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this

reference is adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.

- B. The information contained in Section VII, Analysis, pages 12 through 15 of the Planning's Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner not to be fully supported by the evidence presented during the hearings in the following areas.
1. The evidence presented by the applicant does present convincing information which supports their contention that the current designation was the result of a mapping error, notwithstanding the fact that the "intent of the RB-1 zone cannot be strictly applied to the parcel..." (page 12).
  2. The additional criteria or conditions proposed by staff as applicable to this property and proposed use are overly restrictive and not applicable in other RB zones in the City. The limitation on business hours to 8:00 a.m. to 5:00 p.m. and size of delivery vehicles, and requirements for landscaping and building design appear to be excessive. (pages 13 through 15)

## II. CONCLUSIONS:

- A. The conclusions for the Rezone from R-1 to RB-1 and the Contract Rezone to RB-2 prepared by the Planning Staff and contained in Section VIII on pages 15 through 17 of the Planning Staff's Advisory Report are modified as follows:
1. After reviewing the file including the staff report, and listening to the testimony at the hearing, I have concluded that a mapping error did occur in this case and that the property should have remained zoned as RB-1. Since the City Attorney advised and City Council concurred that no express method of correcting map errors is in place, the applicant has no other option than to officially apply for a zoning change.
  2. Although the intent of the RB-1 zone as stated in section 16.30.010 of the City's zoning code cannot be strictly applied to this parcel, the proposed RB-2 contract rezone with additional conditions can provide sufficient guidelines to allow continued commercial use while protecting the residential use and character of the area.
  3. The existing building is not conducive to residential use due to its size, layout, and character which create disincentives to redevelop the property for residential use due to the cost of demolition and other factors.
  4. The existing building is in good to excellent shape and is a viable structure for commercial use.
  5. The RB-2 contract zone would:

- (a) Allow a reasonable use of a commercial structure as a business and professional office and be subject to a Conditional Use for any light assembly uses.
  - (b) Provide more control over the type of business that would be allowed.
  - (c) Resolve concerns over an inappropriate application of the RB-1 and RB-2 zones in this location.
6. The RB-2 contract zone would further the comprehensive plan goals and objectives to:
    - (a) Establish a special or innovative zone which distinguishes a unique land use concern, provided that special or extra planning and design review are utilized (Comp. Plan, pg. 27).
    - (b) Address special concerns with performance standards rather than restrictions (Comp. Plan, pg. 13).
    - (c) Allow innovation and flexibility while ensuring that the environment or neighborhood is not degraded or that a nuisance is not created (Comp. Plan, pg. 13).
    - (d) Reuse and revitalize an older structure for a business start-up through innovative planning efforts (Comp. Plan, pg. 20).
  7. The proposed rezone is based upon previous circumstances which have caused the parcel to be developed for commercial use and upon the resulting existing conditions which are not consistent with the intent of the R-1 zone.
  8. The existing zoning and existing circumstance have resulted in a building which has become vacant for some time which in itself may be detrimental to surrounding residential properties.
  9. The requested RB-2 contract zone with appropriate conditions will further the public health, safety and general welfare by allowing a viable use for an existing building that may otherwise remain vacant.
- B. The conclusions for the variance proposed by the Planning Staff and contained in Section VIII, Items 14 through 19, page 17, accurately set forth the conclusions of the Hearing Examiner and by this reference are adopted as the Hearing Examiner's conclusions.

### III. DECISION AND RECOMMENDATION:

- A. Based upon the foregoing findings of fact and conclusions, the variance request reducing the minimum 2 acres required for a rezone to 19,200 square feet is approved.
- B. Based upon the foregoing findings of fact and conclusions, the requested rezone from R-1 to RB-1 with an RB-2 contract overlay zone for the parcel located at 9515 No. Harborview Drive is recommended for approval based on the following conditions:

1. Condition #1 of the proposed RB-2 contract shall be modified to state that if the current structure on the property is destroyed, as defined in Section 17.68.050 of the City's Zoning code, the RB-2 contract zoning designation shall be retained but the allowed uses shall be restricted to those allowed under the RB-1 zoning designation. Any reconstruction shall be subject to site plan review and approval by the City.
2. The following additional conditions shall be incorporated into the Concomitant Zoning Agreement:
  - (a) Shipping and receiving shall be limited to small panel trucks and vehicles with appropriate trailers. No large semi-trucks and/or trailers shall be permitted.
  - (b) Operations which require external exhaust of smoke, fumes, dust or particles shall not be permitted.
  - (c) Professional office shall be limited to human services only; no veterinary clinics shall be permitted.
  - (d) Asphalt areas shall be limited to code required parking areas and the minimum area for driveways necessary to access parking and loading areas. All remaining areas shall be landscaped.
  - (e) Outdoor storage of materials, supplies or finished products shall be prohibited.
  - (f) No internally illuminated signs shall be permitted.
3. Prior to issuance of a business license the applicant will submit a site plan for review and approval which indicates the areas of asphalt, landscaping considering entrance and street intersection view obstruction, vegetative screens defined by Section 17.78.060(B) along rear (east) and side (south) property lines, and signs.
4. A final draft of the Concomitant Zoning Agreement which includes all conditions as recommended by the Hearing Examiner shall be submitted for review by both the applicants and the City's legal counselors prior to scheduling the City Council's review of the proposed rezone. This agreement will include a mutually acceptable provision to allow future modifications, if necessary.
5. The Concomitant Zoning Agreement shall be filed as a covenant with the property with the Pierce County Recorder's Office.

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Dated this 16<sup>th</sup> day of June, 1994.

Robert G. Burke  
Hearing Examiner

**RECOMMENDATION:**

Any aggrieved person feeling that the decision of the Examiner is based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the Examiner within ten (10) days of the date the decision is rendered. This request shall set forth the specific errors of new information relied upon by such appellant, and the Examiner may, after review of the record, take further action as he or she deems proper.

**COUNCIL ACTION:**

Any application requiring action by the City Council shall be taken by the adoption of a resolution or ordinance by the Council. When taking any such final action, the Council shall make and enter Findings of Fact from the record and conclusions therefrom which support its action. The City Council may adopt all or portions of the Examiner's Findings and Conclusions.

In the Case of an ordinance or rezone of property, the ordinance shall not be placed on the council's agenda until all conditions, restrictions, or modifications which may have been stipulated by the Council have been accomplished or provisions for compliance made to the satisfaction of the Council.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within twenty (20) business days from the date of the Council action an aggrieved party of record applies for a Writ of certiorari to the Superior Court of Washington for Pierce County, for the purpose of review of the action taken.



## MINUTES OF THE HEARING OF THE APPLICATION

Robert G. Burke was the Hearing Examiner for this matter. Participating in the hearing were: Steve Osguthorpe, representing the City of Gig Harbor, Richard M. Stephens, representing the applicant and those listed as Parties of Record.

### EXHIBITS:

The following exhibits were offered and entered into the record:

- A. Planning Staff's Advisory Report.
- B. Correspondence Received on the Application
  - 1. Letter, Douglas Sorensen, May 24, 1994
  - 2. Letter, Margaret Chenier & Mary McDonald, May 23, 1994
  - 3. Letter, Gloria Baker, May 23, 1994
  - 4. Letter, Thomas Creighton, May 25, 1994
  - 5. Letter, Maris and Gary Gifford, May 25, 1994
  - 6. Letter, Douglas Sorensen, May 31, 1994
- C. Copy Chapter 17.28, Districts RB-1 and B-1 with Zoning map 1977, 1980
- D. Nine photographs of site provided by applicant
- E. Letter, Steve Osguthorpe, Associate Planner, Gig Harbor, to Hearing Examiner, June 1, 1994
- F. Letter to Hearing Examiner, Richard M. Stephens, June 2, 1994

### PARTIES OF RECORD:

Providence Ministries  
6619 132nd Ave.  
Kirkland WA 98033

Richard M. Stephens  
600 Bellevue Way, Suite 400  
Bellevue WA 98004-4229

Margaret Chenier  
3415 Vernhardson St.  
Gig Harbor WA 98332

Gloria A. Baker  
9516 North Harborview Dr.  
Gig Harbor WA 98332-2153

Gary and Maris Gifford  
9508 N. Harborview Dr.  
Gig Harbor WA 98332

Evan Steensland  
8408 87th St. Court NW  
Gig Harbor WA 98335

Nancy Carlson  
9211 N. Harborview Dr.  
Gig Harbor WA 98335

David & Karen Garinger  
9508 Randall Dr. NW  
Gig Harbor WA 98335

Walter & Alene Moris  
9301 N. Harborview Dr.  
Gig Harbor WA 98335

Jeff Challstrom  
9915 Vernhardson Pl.  
Gig Harbor WA 98335

Phillip K. Israelson  
7118 134th NW  
Redmond WA 98052

Douglas Sorensen  
9409 N. Harborview Dr.  
Gig Harbor WA 98332

Marie McDonald  
3419 Vernhardson St.  
Gig Harbor WA 98332

Thomas M. Creighton  
3415 Rust St.  
Gig Harbor WA 98335

(As proposed by applicant)

CONCOMITANT ZONING AGREEMENT

WHEREAS, the City of Gig Harbor, Washington, hereinafter referred to as "City," a noncharter code city, has the authority under the laws of the state of Washington (RCW 35A.63 and Article I, section 11 of the Washington Constitution) to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby control the use and development of property within its jurisdiction, and

WHEREAS, Providence Ministries is the owner of certain real property located within the City of Gig Harbor, Pierce County, Washington, which is the subject of this Agreement and which is legally described on Exhibit 1 attached hereto and incorporated herein by reference as if set forth in full, and has applied for a rezone of such property, and

WHEREAS, the City Council has authorized preparation of ordinances remapping the property from R-1 to a modified RB-2, subject to certain conditions agreed to by Providence Ministries, and

WHEREAS, the City, pursuant to RCW 43.21C, the State Environmental Policy Act, desires to mitigate any adverse impacts which might result because of the proposed reclassification and therefore adds the conditions hereinafter specified, and

WHEREAS, Providence Ministries has indicated a willingness to cooperate with the City, its Planning Commission and its Planning Department and the Gig Harbor City Council to ensure compliance with all local and state regulations relating to the use of the subject property,

NOW, THEREFORE, in exchange for reclassifying the property described in Exhibit 1 attached hereto to RB-2, Providence Ministries and its successors and assigns covenant and agree as follows:

1. Reversion to Prior Zoning. In the event the existing structure is destroyed, the zoning of the property will revert back to RB-1 and all rights and obligations of this agreement will terminate.

2. Restrictions on Use. Owners agree that this property will be used only for business and professional office use as a permitted use under Gig Harbor Code 17.30.020C or for conditional uses as provided in Gig Harbor Code, 17.30.030.

3. Further Restrictions on Use. Any business and professional office use is limited by the definition of such use in former Gig Harbor Code 17.28.020 as reflected in 1980. No use of the property will be allowed which requires external exhaust of smoke, fumes, dust or particles. The property will not be used as a veterinary clinic. The property will be covered with asphalt only to the extent required for parking or driveways. The property will not be used for outdoor storage of materials, supplies or finished products. No internally illuminated signs will be used on the property.

3. Binding effect. This Agreement shall be filed and recorded

with the Pierce County Auditor and shall be a covenant running with the land described on Exhibit 1 attached hereto and incorporated herein by reference as if set forth in full, and shall be binding upon the owner, its successors in interest and assigns.

4. Costs. The owner agrees to pay all costs of recording this Agreement.

5. Police Power. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise other police powers. The City retains full authority to enforce this agreement as any other zoning classification.

6. Severability. In the event any section, paragraph, sentence, term or clause of the Agreement conflicts with applicable law or is found by any court having jurisdiction to be contrary to law, such conflict shall not affect other sections, paragraphs, terms or clauses of the Agreement which can be given effect without the conflicting provisions and to this end the terms of the Agreement shall be deemed to be severable.



City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**TO:** Hearing Examiner  
**FROM:** Planning Staff  
**DATE:** May 25, 1994

**RE:** CUP 94-01 - Mary Jackson -- Request for conditional use approval  
allowing a bed & breakfast at 8212 Dorotich Street

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**I. GENERAL INFORMATION**

**Applicant:** Mary A. Jackson  
15050 Crescent Valley Hwy. SE  
Olalla, Washington 98354  
Telephone: 857-2733

**Owner:** Mary Jackson & Ann R. Manley  
2809 Ryan Street  
Gig Harbor, WA 98335

**II. PROPERTY DESCRIPTION**

1. **Location:** 8212 Dorotich Street  
Assessor's parcel# 597000-010-2
2. **Site Area/Acreage:** 11,250 sq.ft.
3. **Natural Site Characteristics:**
  - i. **Soil Type:** (n/a)
  - ii. **Slope:** relatively level
  - iii. **Drainage:** toward street
  - iv. **Vegetation:** domestic

4. **Zoning:**

i. **Subject parcel:** Waterfront Millville (WM)

ii. **Adjacent zoning and land use:**

North: WM

South: WM

East: Harbor

West: R-1 (single family)

5. **Utilities/road access:** The parcel is served by City sewer and water and is accessed off of Dorotich Street (a city right-of-way)

III. **APPLICABLE LAND-USE POLICIES/CODES**

1. **Comprehensive Plan:** The Comprehensive Plan outlines the following pertinent goals and policies.

GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES (pg. 20)

Support local business development efforts, property investment projects and programs, and protect local economic opportunities.

**8. Property revitalization**

Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. . .

GOAL: PROTECT VALUABLE FEATURES OF THE MANMADE ENVIRONMENT (pg. 39)

Blend new land uses with the features and characteristics which have come to be valued from past developments of the manmade environment. Enforce exacting performance standards governing possible conversions of existing buildings or sites which have unique social value.

**1. Historical/cultural sites**

Encourage the protection of lands, buildings or other site features which are unique archaeological sites, historic areas, publicly designated landmark districts or buildings . . .

## 2. Special social or visual interest

Enforce exacting performance standards governing possible land use development or possible alteration of existing building or sites which have socially valued, interesting or unique facilities or characteristics, including visual values. Identify acceptable adaptive reuse concepts and design and/or financial incentives which can be used to help with building or site modifications costs. . .

## **2. Zoning Ordinance:**

Section 17.50.010 of the zoning code states that the intent of the WC zone is to provide a wide range of uses and activities on the shorelines or Gig Harbor located within the area proximate to the downtown business district. Development should be water-oriented and maintain the scale of existing structures. Highest priority will be accorded to those uses that are water-dependent. Other uses that provide a high degree of physical access to the waterfront have the next priority. Those activities that are not water-dependent but maintain or enhance views and the character of the area may also be permitted.

Section 17.50.030 states that guest accommodations may be permitted in the WC zone as a conditional use. The review criteria for a conditional use, as per Section 17.64.040, are as follows:

A. That the use for which the conditional use permit is applied for is specified by this title as being conditionally permitted within the zone, and is consistent with the description and purpose of the zone district in which the property is located;

B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;

C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;

D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

Section 17.72.020(E) states that all off street parking spaces shall be paved with portland cement concrete or asphaltic concrete paving to the standards established by the city.

- IV. **BACKGROUND INFORMATION:** The subject house is located at the end of Dorotich Street adjacent to Stanich Dock and across the street from Arabella's Landing Marina. The immediate waterfront area has developed primarily as commercial, with the applicant's house and the house immediately to the west being the only residential structures on this street.

The subject house was built in the year 1912 by Martin Stanich and is an excellent representation of Gig Harbor's historic homes. The simple-styled house includes a full front porch facing the water and a service porch on the back (west) side. It includes knee braces in the gables which typifies many of the Craftsman style homes in Gig Harbor. The house is a significant visual asset to Gig Harbor's waterfront. Currently, the house is being used as a private residence.

- V. **REQUEST/PROJECT DESCRIPTION:** The current request is for conditional use approval to use the house for a bed & breakfast which will include 2 rooms for let. The applicant proposes to provide on site parking for a total of 4 vehicles including two for the resident's use and two for guest use. The parking would be provided on the existing driveway on the west side of the house. Except for the provision of parking, no exterior modifications or uses are proposed.

The applicant has submitted the following statement (shown in italics) in support of her request:

*Upon your approval and fulfillment of all requirements and their for, I propose, as co-owner and future resident of 8212 Dorotich Street, Gig Harbor, to operate a Bed and Breakfast extending the hospitality of Gig Harbor's Historical District Residents and merchants, in this section of town zoned for this purpose.*

*I intend to maintain the character of this wood-frame, two story building formerly occupied by my mother's family; and built by my grandfather Martin Stanich in 1912.*

*With your permission; in compliance with City ordinances, I must add two more off-street parking spots measuring 9 x 17 for customers occupying two bedrooms I will provide together with shared bathroom facilities.*

*I need to extend the now existing parking into a driveway together with four parking places surfaced with crushed rock. The parking lot would drain into an existing 60 x 100 lawn.*

VI. **PUBLIC NOTICE:** The property was posted and legal notice was sent to property owners within 300 feet and the Peninsula Gateway. To date, the staff has received input from one individual, Mrs. Tommi Smith, who owns a home on the corner of Dorotich and Harborview Drive. Mrs. Smith supports the proposed bed & breakfast, believing that this type of guest accommodation will preserve the character of the area while attracting a desirable clientele to the Gig Harbor area. A copy of Mrs. Smith's letter is attached.

VII. **ANALYSIS:**

The Staff has few concerns with this proposal. The bed & breakfast would be in close proximity to the marinas and other visitor attractions and would provide overnight accommodations currently lacking in the waterfront area. It appears that the impacts to adjoining properties would be minimal. The only residence in the area is located on the west side of the subject site. However, the applicant has indicated that there will be no changes to the exterior of the building and that outdoor activities will be minimal - perhaps a game of croquet. Moreover, the lawn activities will be somewhat buffeted from the adjacent residence due to the location of the driveway.

Regarding the driveway, the zoning code stipulates that parking areas shall be of a hard surface paving. The gravel driveway would therefore have to be paved in conjunction with the driveway's expanded use.

Additional Staff and/or agency comments are as follows:

1. **Building Official:** (no comments)
2. **Public Works:** (no comments)
3. **SEPA Responsible Official:** The SEPA Responsible Official has determined that this proposal is exempt from SEPA review as per WAC 197-11-800-2(e)

VIII. **FINDINGS AND CONCLUSIONS**

Based upon a site inspection and the analysis contained in Part VII of this report, the staff finds as follows:



**CITY OF GIG HARBOR  
HEARING EXAMINER  
FINDINGS CONCLUSIONS AND DECISION**

---

**APPLICANT:** Mary A. Jackson  
**CASE NO.:** CUP 94-01  
**LOCATION:** 8212 Dorotich Street  
**APPLICATION:** Conditional Use allowing a Bed and Breakfast

**SUMMARY OF RECOMMENDATION AND DECISION:**

Staff Recommendation:	Approval with conditions
Hearing Examiner Decision:	Approval with conditions

**PUBLIC HEARING:**

After reviewing the official file which included the Community Development Staff Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Jackson application was opened at 6:05 pm, May 25, 1994, in the City Hall, Gig Harbor, Washington, and closed at 6:20 pm. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the meeting. A verbatim recording of the hearing is available in the Planning Department.

**FINDINGS CONCLUSIONS AND DECISION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

**I. FINDINGS:**

The information contained in Sections I through VII on pages 1 through 6 of the Community Development Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact. The applicant corrected the date of construction of the home from 1912 to 1915 (Section V, Page 6). A copy of said report is available in the Community Development Department.

**II. CONCLUSIONS:**

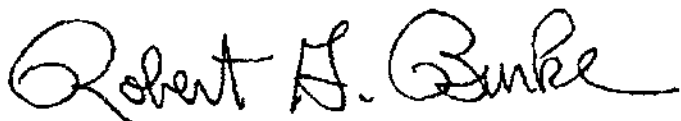
The conclusions prepared by the Community Development Staff and contained in Section VII (corrected), on page 6 of the Community Development Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference are adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.

### III. DECISION:

Based upon the foregoing findings of fact and conclusions, the requested Conditional Use Permit for a bed and breakfast at 8212 Dorotich Street is approved subject to the following conditions:

- A. There shall be no more than two rooms to let.
- B. The driveway shall be paved to accommodate four on-site parking places.
- C. Except for lawn games or activities like croquet or a front porch meal, no other outdoor activities which involve paying guest shall be allowed without further review and approval by the Hearing Examiner.

Dated this 8th day of June, 1994.



Robert G. Burke  
Hearing Examiner, Pro-Tem

**RECONSIDERATION:**

Any aggrieved person feeling that the decision of the Examiner is based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the Examiner within ten (10) days of the date the decision is rendered. This request shall set forth the specific errors of new information relied upon by such appellant, and the Examiner may, after review of the record, take further action as he or she deems proper.

**APPEAL OF EXAMINER'S DECISION:**

Any party who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Director within (14) days from the date the final decision of the Examiner is rendered, requesting a review of such decision.

Such appeal shall be upon the record, established and made at the hearing held by the Examiner. Whenever a decision of the Examiner is reviewed by the City Council pursuant to this section, other parties of record may submit written memoranda in support of their position. In addition, the Council shall allow each side no more than fifteen minutes of oral presentation. However, no new evidence or testimony shall be presented to the Council during such oral presentation. The City Council shall accept, modify or reject any findings or conclusions, or remand the decisions of the Examiner for conclusions, or remand the decisions of the Examiner for further hearing; provided that any decision of the City Council shall be based on the record of the hearing conducted by the Examiner; however, the Council may publicly request additional information of the appellant and the Examiner at its discretion.

Upon such written appeal being filed within the time period allotted and upon payment of fees as required, a review shall be held by the City Council. Such review shall be held in accordance with appeal procedures adopted by the City Council by resolution. If the Examiner has recommended approval of the proposal, such recommendation shall be considered by the City Council at the same time as the consideration of the appeal.

Further action by the Examiner shall be within thirty (30) days of the reconsideration request.



**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION UPHOLDING THE HEARING EXAMINER'S DECISION TO ALLOW  
A BED & BREAKFAST AT 8212 DOROTICH STREET**

**WHEREAS**, Mrs. Mary Jackson has requested a conditional use permit allowing a bed & breakfast at 8212 Dorotich Street (CUP 94-01); and

**WHEREAS**, the planning staff recommended that the Hearing Examiner approve the conditional use permit based upon findings that the request was consistent with the conditional use criteria as defined by section 17.64.040 of the Gig Harbor Zoning Code and as stated in the Staff Report to the Hearing Examiner dated May 25, 1994; and

**WHEREAS**, a public hearing was held on May 25, 1994 at which time public input stated support for the proposed bed & breakfast; and

**WHEREAS**, Messrs. Mike Thornhill and Bob Ellsworth submitted public input after the public hearing was closed in a letter to the Hearing Examiner which identified health /safety issues relating primarily to the building; and

**WHEREAS**, the Hearing Examiner considered all public and staff input and approved the conditional use permit subject to the conditions recommended in the staff report to the Hearing Examiner; and

**WHEREAS**, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of appeals of decisions of the Hearing Examiner; and

**WHEREAS**, Mike Thornhill and Bob Ellsworth have filed a timely appeal in a letter to the City Council dated June 15, 1994; and

**WHEREAS**, the Gig Harbor City Council has reviewed the record of the staff recommendation, the record of the Hearing Examiner's decision, the appeal filed by the applicant and the applicant's and appellants presentation at its regular session of July 11, 1994; and

**WHEREAS**, the City Council has determined that the issues addressed by the appellants have either been addressed by the condition of approval as required by Hearing Examiner or are items typically address through building code compliance; and

**WHEREAS**, the City Council agrees with the determinations and findings of the city's staff and Hearing Examiner;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gig Harbor, Washington, that the requested conditional use permit for a bed & breakfast is hereby approved subject to the conditions of approval stated in the June 8, 1994 Hearing Examiner report, and subject to the additional condition that the building shall be inspected by the City's building official/Fire Marshall prior to opening of the bed & breakfast and that the building shall comply with all applicable Uniform Building Code requirements for converting the house to a bed & breakfast.

**PASSED** this 11th day of July, 1994.

\_\_\_\_\_  
GRETCHEN A. WILBERT, MAYOR

ATTEST:

\_\_\_\_\_  
Mark-E. Hoppen  
City Administrator

RECEIVED  
JUN 22 1994  
CITY OF GIG HARBOR

Gig Harbor Planning Director  
City of Gig Harbor  
3105 Judson ST  
Gig Harbor, WA 98335

June 15, 1994

Re: CUP 94-01

Dear Sir,

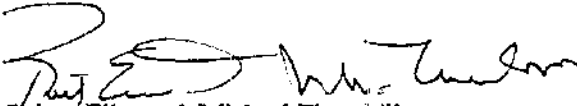
I have received a copy of the hearing examiners report and approval of a conditional bed and breakfast to be operated by Mary Jackson on Dorotich Street in Gig Harbor.

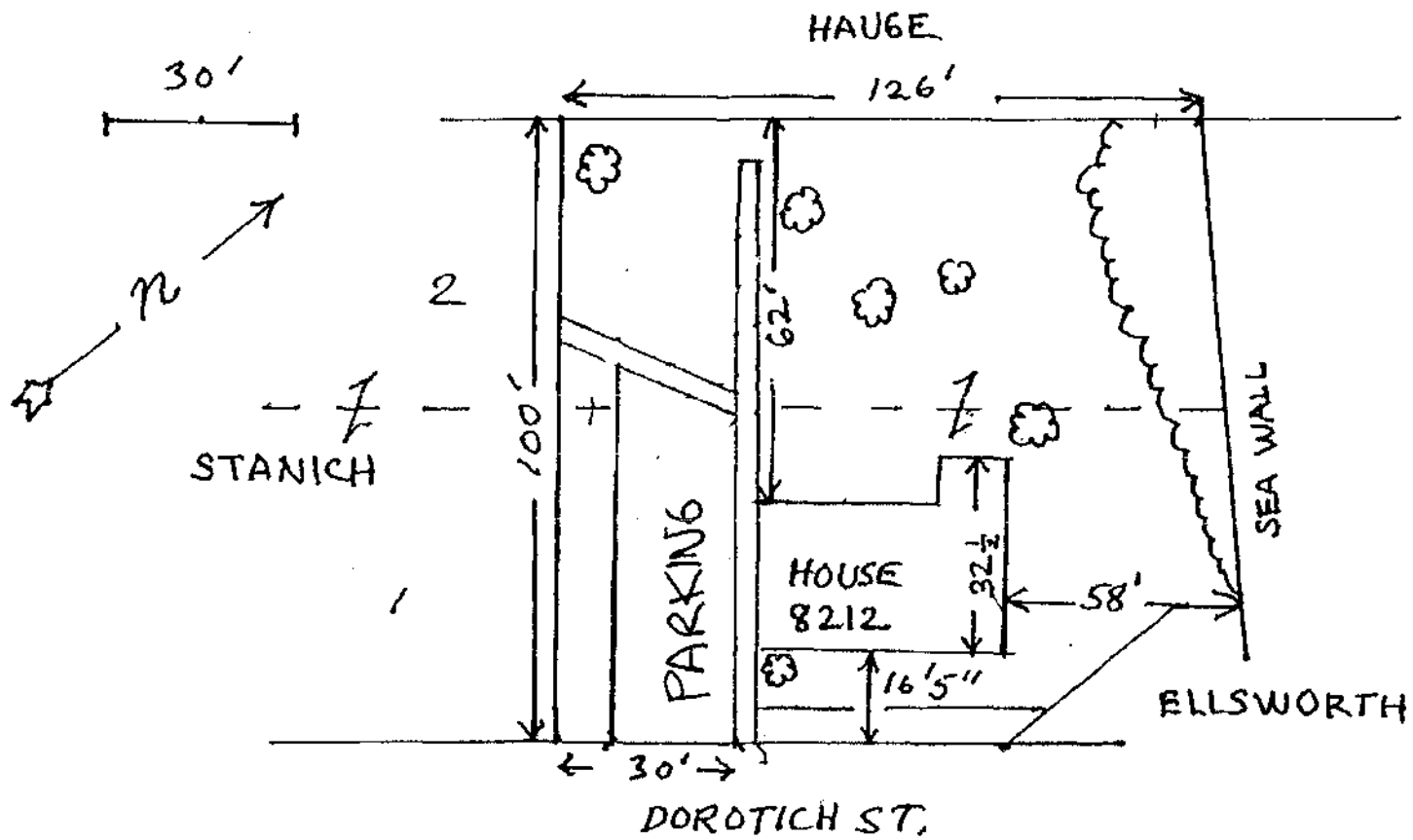
As an aggrieved party we ask that you consider our appeal to this application. In my previous letter you will note several points of concern regarding this operation. The only item that you have addressed is the unpaved parking. You failed to respond to any of the other points I mentioned. All of them require your attention and I am frankly surprised they were missed.

This building does not meet the window definitions for fire exits for this operational use. This must be corrected prior to use. When I met with the Mayor and the Water Quality Consultant at this location, I pointed out that the gray water for this dwelling is not even connected to the sewer as it should be. Since the tide was out they were able to view the culvert where it discharges into the bay through the bulkhead. While this practice may be grandfathered as such for current occupancy, there is no provision in the planning code for increasing this discharge without bringing the entire system into compliance. To bring this dwelling into compliance will require that a building permit with engineering drawings, etc., be filed with the city. There is by your own ordinances no exception to this practice.

We have no objection to anyone developing their property but it is the City's fiduciary responsibility to insure that everyone is treated fairly and that everyone uses the same rules. A failure to do so leaves the City and their employees culpable.

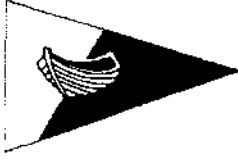
Thank you in advance for your attention to this.

  
Robert Ellsworth/Michael Thornhill




SITE PLAN





*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: TOM ENLOW, FINANCE DIRECTOR**   
**DATE: JULY 7, 1994**  
**SUBJECT: BOND PURCHASE CONTRACT WITH DAIN BOSWORTH**

#### **INTRODUCTION/BACKGROUND**

In June 1992, we selected Dain Bosworth as the underwriters of the ULID No. 3 bonds. The second reading of ordinances finalizing the ULID No. 3 assessment rolls and authorizing the issuance of the 1994 Water and Sewer Revenue and Refunding Bonds was scheduled earlier in this meeting. This purchase contract will finalize the purchase of the bonds by Dain Bosworth.

Included in your packet is a copy of the ad placed in the Gateway announcing the availability of the bonds to local investors.

#### **FISCAL CONSIDERATIONS**

When we selected Dain Bosworth as our underwriters, they estimated their fee to be 1.4% to 1.7% of the bond issue. The actual fee is 1.49% or \$44,615.

#### **RECOMMENDATION**

Staff recommends approval of this contract.



CITY OF GIG HARBOR, WASHINGTON

WATER AND SEWER REVENUE AND  
REFUNDING BONDS, 1994

DRAFT

\$ \_\_\_\_\_

PURCHASE CONTRACT

July 11, 1994

Councilmembers  
City of Gig Harbor  
3105 Judson St.  
P.O. Box 145  
Gig Harbor, WA 98335

Dear Councilmembers:

Dain Bosworth Incorporated (the "Purchaser") offers to purchase from the City of Gig Harbor, Washington (the "Seller"), and upon acceptance hereof the Seller will agree to sell to the Purchaser, all of the bonds described above ("Bonds") and on Appendix A (attached and incorporated herein by this reference), subject to the terms, conditions, covenants, representations and warranties contained in this Purchase Contract, including the Appendices.

**Section 1. Purchase, Sale and Delivery of the Bonds.**

- (a) Appendix A contains a brief description of the Bonds and the purchase price, interest rate, maturity date, redemption provisions and the date and time of delivery and payment (the "Closing Date") of the Bonds. The Bonds shall be as described in Appendix A, and in an Official Statement approved and signed by the Seller in accordance with paragraph (b) hereof satisfactory in form and substance to the Purchaser.
- (b) The Seller authorizes the Purchaser to use and distribute an Official Statement as approved in the Ordinance adopted as of this date accepting this Official Statement (the "Official Statement"), this Purchase Contract and all information contained in them, and the documents, and certificates formally delivered to the Purchaser by the Seller as a Bond issue legal transcript on the date of closing and/or in the Bond transcript, in connection with the transactions contemplated by this Purchase Contract.
- (c) The Bonds shall be delivered to the Purchaser in definitive or temporary form on the Closing Date, duly executed by the authorized officers of the Seller, together with the other documents described in this Purchase Contract. The Bonds shall be in registered form, in such denominations as the Purchaser shall request by written notice to the Seller not later than four business days prior to the Closing Date. Subject to the provisions of this Purchase Contract, the Purchaser shall accept delivery of the Bonds on the Closing Date and will pay the purchase price set forth in Appendix A, together with accrued interest as applicable, payable in Federal funds as designated by the Seller.

- (d) Purchaser will prepare a Bond Form 101 for filing pursuant to RCW 39.44.210-.220 and shall deliver a copy of the same, with evidence of filing, on the Closing Date, to the Seller.

## Section 2. Representations, Warranties and Agreements of the Seller.

The Seller represents, warrants and agrees with the Purchaser the matters set forth below; which representations, warranties and agreements are true and in effect as of the date of this Purchase Contract and shall be true and in effect as of the Closing Date:

- (a) the Seller is a duly organized and existing public entity with the full legal right, power and authority to enter into and perform this Purchase Contract, to adopt the Bond Ordinance authorizing issuance of the Bonds, and to deliver and sell the Bonds to the Purchaser, and to carry out all the other transactions contemplated by this Purchase Contract, the Ordinance, and the Official Statement;
- (b) the Seller has duly and validly adopted or will adopt the Bond Ordinance before the Closing Date, will take any and all action as will be necessary to carry out, give effect to and consummate the transactions contemplated herein, and as of the Closing Date the Bond Ordinance, the Bonds and this Purchase Contract will constitute the valid, legal and binding obligations of the Seller in accordance with their respective terms, and the Bond Ordinance will be in full force and effect;
- (c) this Purchase Contract, the Bond Ordinance, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, or order, or any agreement or instrument to which Seller is subject; which breach or default would impair the authority of the Seller to issue the Bonds or the security for the payment of the Bonds;
- (d) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Seller of its obligations under this Purchase Contract, the Bond Ordinance, the Bonds, and any other instruments contemplated in this transaction have been or will be obtained and in full force and effect by the closing date, except that the Seller expresses no warranty with respect to Purchaser's compliance with securities laws of any jurisdiction;
- (e) the Bonds, when delivered in accordance with the Bond Ordinance and paid for by the purchaser on the Closing Date as provided herein, will be validly issued and outstanding binding special fund obligations of the Seller enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors' rights;
- (f) the Official Statement (as supplemented with the approval of the Purchaser, if the Official Statement shall have been supplemented) will be, as of the Closing Date, true, correct and complete in all material respects and does not, and will not as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in compliance with Securities and Exchange Commission Rule 15c2-12;

- (g) for a period of 25 days from the date hereof or until such time (if earlier) as the Purchaser shall no longer hold any of the Bonds for sale, if any event shall occur as a result of which it is necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the Seller shall forthwith notify the Purchaser of any such event of which it has knowledge and shall cooperate fully in the preparation and furnishing of any supplement to the Official Statement necessary, in the Purchaser's opinion so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time;
- (h) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or, to the knowledge of the Seller, threatened in any way affecting the existence of the Seller or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Ordinance, or the collection or application of Revenue of the System and Assessments, to provide for the operating and maintenance expense of the System, and to pay the principal of and interest on the Bonds, or the pledge thereof or of the proceeds of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds;
- (i) any certificate signed by an authorized officer of the Seller, shall be deemed a representation and warranty by the Seller to the Purchaser as to the statements made therein;
- (j) the Seller will apply the proceeds of the Bonds in accordance with the Bond Ordinance and;
- (k) the Seller has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a Bond issuer whose arbitrage certifications may not be relied upon.

### **Section 3. Conditions to the Obligations of the Purchaser.**

The obligations of the Purchaser to accept delivery of and pay for the Bonds on the Closing Date shall be subject to the accuracy in all material respects of the representations and warranties on the part of the Seller contained herein as of this date and as of the Closing Date, to the accuracy in all material respects of the statements of the officers of the Seller made in any certificates or other documents furnished pursuant to the Purchase Contract, to the performance by the Seller of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

- (a) at the Closing Date, the Bond Ordinance shall have been duly authorized, executed and delivered by the Seller, and in substantially the form heretofore submitted to the Purchaser, with only such changes as shall have been agreed to in writing by the Purchaser, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Contract, all such actions as, in the opinion of either the Purchaser or the Seller, shall be necessary or appropriate;
- (b) at the Closing Date, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Purchaser and the Seller;

- (c) between the date hereof and the Closing Date, the marketability of the Bonds shall not have been materially adversely affected, in the reasonable judgment of the Purchaser, by reason of any of the following:
- (1) a material adverse change in the financial condition or general affairs of Seller;
  - (2) an event, court decision, proposed or adopted law or rule which would have a material adverse effect on the federal income tax incident to the Bonds or the contemplated transactions;
  - (3) an international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting the marketability of the Bonds or the Purchaser's ability to deliver funds due to such banking moratorium;
  - (4) any event occurring, or information becoming known which makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (d) At or prior to the Closing, the Purchaser will have received from the Seller the following documents, in each case satisfactory in form and substance to the Purchaser acting reasonably:
- (1) the Bonds, in definitive or temporary form, duly executed;
  - (2) the Bond Ordinance and the Official Statement, each duly [validly] executed on behalf of the Seller;
  - (3) the approving opinion of Preston Gates & Ellis satisfactory to Purchaser, dated the Closing Date, substantially in the form of Appendix B, attached and incorporated herein by this reference; with appropriate changes to reflect the purchase of the Bonds as described herein;
  - (4) a certificate setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that could cause the Bonds to be "arbitrage" Bonds within the meaning of Section 148 of the Internal Revenue Code and applicable regulations;
  - (5) a certificate signed by an authorized officer of the Seller, to the effect that no litigation is pending, or to such officer's knowledge threatened, restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or collecting Revenue of the System, and Assessments, or adversely affecting the Seller's right or authority to carry out the terms and conditions of the Bond Ordinance;

#### **Section 4. Expenses.**

##### **(a) Seller's Expenses**

Whether or not the Purchaser accepts delivery of and pays for the Bonds as set forth herein, the Purchaser shall be under no obligation to pay, and the Seller shall pay or cause to be paid (out of the proceeds of the Bonds or any other legally available funds of the Seller) all expenses incident to the performance of the Seller's obligations hereunder, including but not limited to the cost of printing, engraving and delivering the Bonds to the Purchaser; the cost of preparation, printing (and/or word processing and reproduction), distribution and delivery of the Bond Ordinance, fees and disbursements of the Bond Counsel, parity certificate fees, bond printing fees and any other experts or consultants retained by the Seller in connection with the Bonds; travel costs of the Seller; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred by the Seller in connection with the issuance of the Bonds.

##### **(b) Purchaser's Expenses**

Whether or not the Bonds are delivered to the Purchaser as set forth herein, the Seller shall be under no obligation to pay, and the Purchaser shall pay, the cost of preparation, printing, and distribution of the preliminary and final Official Statement; any "blue sky" and legal investment memoranda; this Purchase Contract; the Purchaser's out-of-pocket and travel expenses; and all other expenses incurred by the Purchaser in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including the fees and disbursements of its counsel, if any, and all advertising expenses in connection with the public offering of the Bonds.

#### **Section 5. Parties in Interest.**

This Purchase Contract is made solely for the benefit of the Seller and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof.

#### **Section 6. Survival of Representations, Warranties, and Agreements.**

The representations and warranties of the Seller, set forth in or made pursuant to this Purchase Contract, shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the delivery of the Bonds or termination of this Purchase Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Purchaser and regardless of delivery of and payment for the Bonds. Should the Purchaser fail (other than for reasons permitted in this Purchase Contract) to pay for the Bonds at Closing, any expenses incurred shall be borne in accordance with Section 4. Should the Seller fail to satisfy any of the foregoing conditions or covenants, or if the Purchaser's obligations are terminated for any reason permitted under the Purchase Contract, then neither Purchaser nor Seller shall have any further obligations under this Purchase Contract.

**Section 7. Notice.**

Any written notice required by this Purchase Contract shall be sent to the Seller at its offices located at 3105 Judson St., P.O. Box 145, Gig Harbor, Washington 98335 and to the Purchaser at Dain Bosworth Incorporated, Public Finance Department, 1201 Third Avenue, Suite 2500, Seattle, Washington 98101.

**Section 8. Effective Date.**

This offer expires on the date set forth on Appendix A. This Purchase Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Seller and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

DAIN BOSWORTH INCORPORATED

By: \_\_\_\_\_  
David Trageser  
Vice President

Accepted By:

CITY OF GIG HARBOR

This 11 day of July, 1994:

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX A

CITY OF GIG HARBOR, WASHINGTON

§ \_\_\_\_\_

Water and Sewer Revenue and Refunding Bonds

Terms

Dated Date:	July 1, 1994
First Interest Payment:	February 1, 1995
Optional Redemption:	The Bonds maturing in the years 2000 through 2005 are subject to redemption in whole or in part on any maturity date selected by the City and by lot within a term to be determined by the Bond Register shall determine interest, if any, to the date of redemption.
Description:	(To Come)

ION

Bonds, 1994

years 2000 through 2005 at the option of the City on any maturity date selected by the City and by lot within a term to be determined by the Bond Register shall determine interest, if any, to the date of redemption.

Anticipated Closing Date:	July 26, 1994
Offer Expires:	July 11, 1994, 11:59 p.m.



APPENDIX B

FORM OF LEGAL OPINION

*New Issue*

*This does not purport to be a complete statement of all material facts relating to the securities mentioned. This announcement is neither an offer to sell nor the solicitation of an offer to buy these securities. The offering is made only by means of the Official Statement, copies of which may be obtained from Dain Bosworth. The information contained herein is subject to change and availability.\**

**TAX-EXEMPT BONDS****\$3,100,000\*****City of Gig Harbor, Washington**

Water and Sewer Revenue and Refunding Bonds, 1994

Bonds Mature August 1, 1995 through August 1, 2005

The Bonds are expected to be priced at market levels on or about July 7, 1994. The Bonds will be issued in \$5,000 increments. For additional information and a Preliminary

Official Statement, please call our Seattle office:

**Dain Bosworth Incorporated**

Michael Doney, Investment Executive

or Jackie Lum, Investment Executive

(206) 621-3185

(800) 766-3246 (toll free)

1201 Third Avenue, Suite 2500

Seattle, WA 98101-3044



\* Preliminary, subject to change

Member NYSE • SIPC



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS**  
**SUBJECT: STREET STRIPING CONTRACT AWARD**  
**DATE: JULY 6, 1994**

*BY*

## INTRODUCTION

One of the 1994 objectives for the Public Works Department is to re-stripe the City Streets. The City Council allocated \$12,500 in our 1994 budget to complete this task. We developed specifications and advertised the project and received two bids on June 29th. The low bid was received from Apply-A-Line, Inc. with a bid amount of \$11,716.32, which includes Washington State Sales Tax.

The purpose of this memorandum is to share the bid results with you and receive your authorization to award the Striping Contract to Apply-A-Line, Inc.

## BACKGROUND/ISSUES

We annually re-stripe the city streets and crosswalks to make the roadways safer for pedestrians and motorists. This year we are proposing to use plastic crosswalk striping rather than paint for the crosswalks. The plastic striping should last longer and be more visible.

We received two bids on this project. The results are as follows:

<u>Name of Bidder</u>	<u>Bid Amount</u>
Apply-A-Line	\$11,716.32
Stripe Rite	\$12,095.00

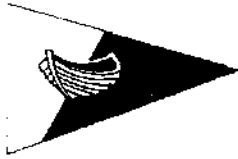
The attached bid summary shows the details of the bids.

## FISCAL IMPACT

We budgeted \$12,500 in our 1994 Budget to complete this project. The low bid of \$11,716.32 is within the budgeted amount. Therefore, there is no adverse impact to our budget for awarding this project to Apply-A-Line.

## RECOMMENDATION

I recommend a council motion to award the striping contract to Apply-A-Line Inc. for \$11,716.32, which includes Washington State Sales Tax of 7.9%.



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## CITY OF GIG HARBOR

### CALL FOR BIDS

Notice is hereby given that sealed bids will be received by the City Clerk at City Hall, Gig Harbor, Washington, until 2:30 p.m., Wednesday, June 29, 1994, for the 1994 Street Striping Project with the following (approximate) striping quantities.

#### 1994 Street Striping Project

- 15-1/2 Miles of Fog Line Stripe
- 9 miles of Centerline Stripe
- 4 miles of solid yellow stripe
- 0.5 miles of solid white stripe
- 4,400 lineal feet of 12" wide thermal plastic crosswalk

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within five days of contract award, the bid proposal deposit shall be forfeited to the City of Gig Harbor.

All work is to be completed according to the current State of Washington Standard Specifications for Roads, Bridges, and Municipal Construction.

The City of Gig Harbor reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No bidder may withdraw his proposal after the hours set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) days.

City Administrator/City Clerk  
City of Gig Harbor

Publication: The Peninsula Gateway, June 15th and 22nd, 1994





# APPLY-A-LINE, INC.

106 Frontage Road North • Pacific, WA 98047  
(206) 735-3232 • FAX (206) 939-9925

## PROPOSAL

Attention: CITY OF GIG HARBOR

Bid: STREET STRIPING

Bid Date: 6/29/94

ITEM #	DESCRIPTION	PLAN QTY	UNIT BID	TOTAL BID
1	Fog Line Stripe	15.5 mi	\$ 200.64	\$ 3,109.92
2	Centerline Stripe	9.0 mi	105.60	950.40
3	Solid Yellow Stripe	4.0 mi	211.20	844.80
4	Solid White Stripe	.5 mi	422.40	211.20
5	12" Plastic Crosswalk	4,400 lf	1.50	6,600.00

Approximate Total: \$ 11,716.32

Stipulations:

Thank you for the opportunity to quote this project with your company.

Sincerely,

*Ron Reilly*

Ron Reilly  
Estimator

Prices include material, installation, bond, & insurance. Prices good if contract is received within 30 days of award. After 30 days prices must be renegotiated.

# STRIPE RITE Inc.

7375

P.O. Box 1724 • Auburn, Washington 98071  
 (206) 863-2987 • (206) 833-0484 • FAX (206) 863-3120 • Western WA 1-800-427-0484

SUBMITTED TO: City of Gig Harbor  
PO Box 145  
Gig Harbor, WA 98335

DATE: June 28, 1994  
 TELEPHONE: (206)851-8136  
 JOB SITE: 1994 Street Striping

ATTENTION:

TERMS: NET 30

LATE CHARGE ON PAST DUE ACCOUNTS

FOOTAGE/#	DESCRIPTION	UNIT PRICE	TOTAL
	15-1/2 Miles of Fog Line Stripe	200.00	3100.00
	9 Miles of Centerline Stripe	125.00	1125.00
	4 Miles of Solid Yellow Stripe	200.00	800.00
	0.5 Miles of Solid White Stripe	500.00	250.00
	4400 ln ft 12" Wide Thermal Plastic Crosswalk	1.55	6820.00
Exclusions -----		TOTAL	12095.00

PLUS WASHINGTON STATE SALES TAX IF APPLICABLE/OR RESALE CERTIFICATE NEEDED

NO WORK STARTED UNTIL SIGNED CONTRACT RECEIVED PRICE VALID \_\_\_\_ DAYS  
 THE UNDERSIGNED AGREES TO PAY STRIPE RITE, INC., LATE CHARGES ON ANY PAST DUE ACCOUNT,  
 PLUS REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN COLLECTION OF SAID ACCOUNT.

BY \_\_\_\_\_

DATE \_\_\_\_\_

STRIPE RITE, INC.  
 BY *[Signature]*

LIC.#APPLY-1161 RU.



# APPLY-A-LINE, INC.

106 Frontage Road North • Pacific, WA 98047  
(206) 735-3232 • FAX (206) 939-9925

City of Gig Harbor  
Gig Harbor, Wa.

July 5, 1994

Attn: Ben Yazici

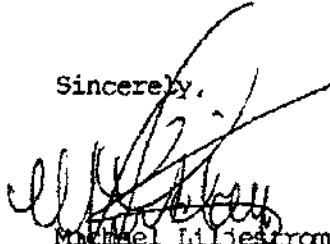
Re: 1994 Striping Project

Dear Ben,

As discussed with Ron of our office earlier today, please note that all applicable taxes (i.e. Use Tax, Sales Tax, etc.) are included in the price that was quoted you on the above mentioned project.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,



Michael Liljestrom,  
Secretary/Treasurer

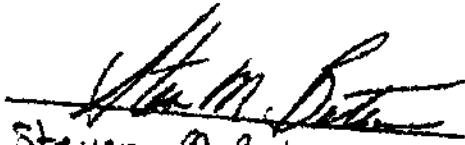




P.O. Box 1724 • Auburn, Washington 98071 • (206) 863-2987  
1-800-427-0484 • FAX (206) 863-3120

7-5-94

The bid submitted by Stripe Rite, Inc.,  
dated 6-28-94, for \$12,095.00 includes all  
applicable Washington state sales/use tax.

  
Steven M. Bateman  
President