

**GIG HARBOR CITY COUNCIL MEETING**

**AUGUST 9, 1993**

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
AUGUST 9, 1993**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**PUBLIC HEARING:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

Draft Environmental Impact Statement - Comprehensive Plan for Pierce County - full text available at City Hall.

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Hearing Examiners Recommendation - Site Plan Gig Harbor Car Wash II.
2. First Reading - Noise Ordinance.
3. Professional Services Contract - Harborview Drive Street End Design.
4. Liquor License Application - Gourmet Essentials.
5. Special Occasions Liquor License - Gig Harbor Yacht Club.
6. Liquor License Renewals - Bartell Drugs; BP Station; Yacht Club.

**DEPARTMENT DIRECTORS' REPORTS:**

1. Police Report - Chief Denny Richards.
2. Status of Current Projects - Public Works Director, Ben Yazici.

**MAYOR'S REPORT:**

Display of local artists' work at City Hall.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**APPROVAL OF PAYROLL:**

**EXECUTIVE SESSION:** None scheduled.

**ADJOURN:**

## REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 26, 1993

**PRESENT:** Councilmembers Stevens Taylor, English, Markovich and Mayor Wilbert.  
Councilmember Frisbie was not present.

### **PUBLIC COMMENT:**

Jack Reid - 9005 Harborview Drive. Mr. Reid spoke about the slips going in at Peninsula Yacht Basin. He stated he felt he was located within 300 feet of the construction and was concerned about what was being done without notification. He said he had been told he was notified in 1991, but he couldn't remember any contact. He said he didn't fully understand the project.

Bill Brazier - 9815 Harborview Drive. Mr. Brazier presented pictures to Council and Staff that he had taken of the Peninsula Yacht Basin project, and stated that he felt the 80 feet slips would impact the view from his condominium. He also said he did not remember being notified and did not know about the project until they began to drive the pilings this morning. He had obtained copies of the letters from Mr. Luengen and the city, and said the intent stated in the memo of July 17th to Council outlining the project was misleading. He said the site plan did not show the proximity of the extension to surrounding properties.

Mr. Gilmore stated this was a revision to an existing permit reducing and reconfiguring the moorage spaces from 127 to 99, and moving spaces to the right hand side of the dock. He clarified that the law does not require adjacent property owners be notified for a revision to a permit, and that the property owners were notified by mail as a courtesy. He presented a list of the property owners who were notified, and Mr. Brazier's name was on the list. He stated that the revision had been advertised in the Gateway and listed on the Council agenda which was posted both at the post office and at City Hall, and that the Corp of Engineers had issued a public notice in September of 1992 which authorized Mr. Luengen to reconfigure the moorage spaces. The Department of Ecology also sent notice that they had received the revision. Though they were reluctant because of the scope, they accepted the revision. There was sufficient public notice.

**CALL TO ORDER:** 7:28 p.m.

### **PUBLIC HEARING:**

1. Final Reading of Ordinance - Shoreline Management Program Revisions. Mr. Gilmore presented the proposed final draft of the revised Shoreline Master Program. Mayor Wilbert offered prepared language from legal counsel regarding the inclusion of grasscrete as a parking lot option. Mr. Gilmore added that the goals section in the Industrial Development Section had inadvertently been left out, and should be

reinserted. After discussion between Council and Staff, the following motions were made.

**MOTION:** Move approval of inclusion of the amendment to 3.09 - Goals Statement on Industrial Development.  
English/Markovich - unanimously passed.

**MOTION:** Move approval of inclusion of the wording relating to grasscrete option to be included under the Section 3.13 of the Master Plan.  
English/Markovich - unanimously passed.

**MOTION:** Move we approve Ordinance No. 645.  
English/Markovich - unanimously passed.

Mayor Wilbert closed the public hearing on this item.

#### **APPROVAL OF MINUTES:**

**MOTION:** To approve the minutes of the meeting of July 12, 1993.  
English/Stevens Taylor - Councilmembers English and Stevens Taylor voting in favor; Councilmembers Platt and Markovich abstained. Mayor Wilbert voted in favor of approval of the minutes.

#### **CORRESPONDENCE:**

1. Mayor Wilbert spoke about a telephone call from Senator Oke announcing that the House and Senate Transportation Committee had agreed to place Olympic Interchange into a category that would allow the project to proceed.
2. A letter from the Washington Finance Officers Association indicated that the City of Gig Harbor 1993 Budget had won the Distinguished Budget Award. Councilmembers and Staff thanked and applauded Tom Enlow, Finance Director, for his effort.

#### **OLD BUSINESS:**

1. Second Reading - Amendment to City Environmental Policy Ordinance. Ray Gilmore presented the second reading of this Ordinance and briefly explained the amendments.

**MOTION:** Move adoption of Ordinance No. 646 and adding new Section - "City of Gig Harbor Environmental Policy Ordinance" to the Gig Harbor Municipal Code.  
Markovich/Stevens Taylor - unanimously passed.

2. Second Reading - Amendment to Short Plat Code. Ray Gilmore presented the second reading of this reintroduction of an amendment to the Short Plat Code. He suggested adding the phrase "as specified by the Department of Public Works" under Section 1, 16.40.130 - Minimum Standards and Improvements Required.

**MOTION:** Move to adopt Ordinance No. 647, amending section 16.40 of the Gig Harbor Municipal Code, which modifies the requirements for sidewalks, curbs, and gutters in short plats fronting right-of-ways of forty feet or less in width, with changes as indicated.  
Markovich/Stevens Taylor - unanimously passed.

**NEW BUSINESS:**

- I. Utility Extension Capacity Agreement - Gig Harbor Christian Church. Mark Hoppen presented the request for one ERU to the site on Burnham Drive. The church signed a contract with the city in 1988 for a two year commitment period, paying a \$600 reservation fee. Mr. Hoppen recommended that this amount be credited toward the additional reservation fee for one ERU, due to the fact that it was virtually impossible for the church to connect to the line within the two year limit. Representing the church, Rick Wilkerson was present to answer questions.

Council asked legal counsel, John Wallace, if it was appropriate to credit the \$600 reservation fee if the applicant was unable to complete connection in the time allotted. Mr. Wallace said it was acceptable. Councilman English suggested each Councilmember express rationale in regards to crediting the reservation fee.

Councilmember English said the original connection time frame was unreasonably limited and that the church could not have reasonably connected in that time line given the access to lines within the two year contract period. Now five years later, at a time when lines are available, it is reasonable to connect.

Councilmember Markovich seconded that opinion and added that the facts support the conclusion that those persons who made application for the reservation on behalf of the church, were making reservation under mistaken assumptions. Under the circumstances, it seemed to make it impossible to hook up to the sewer line. Because of these mistaken assumptions, they should be credited. It's not a situation where you have somebody who reserves sewer capacity with the capability of hooking up; this was an impossible situation at the time, if not practically, then financially, and probably the reservation should not have been made at that time.

Councilmember Stevens Taylor concurred with that statement and said she appreciated John English's interest in setting precedent.

Councilmember Platt abstained from comment.

**MOTION:** Move we approve the recommendation by Mr. Hoppen to Council to approve this utility extension capacity agreement, and credit the \$600 reservation fee toward the current connection fee, with each member stating their rationale.  
English/Markovich - three voted in favor, Councilmember Platt abstaining.

2. Renewal of Insurance Coverage - Bratrud Middleton Insurance. Mark Hoppen briefly introduced the policy and announced the premiums had decreased due to the efforts of Steve Feltus. Mr. Feltus was present and answered Council's questions.

**MOTION:** Move to authorize the City Administrator to complete the contract for the next year with Bratrud Middleton, for the insurance premium and brokerage amounts as listed in the letter received from Bratrud Middleton on July 22, 1993.  
Markovich/English - unanimously approved.

**DEPARTMENT DIRECTOR'S REPORT:**

Finance Director Tom Enlow gave a brief presentation of the quarterly report, and answered Council's questions. He announced that the research on fixed assets was near completion.

**MAYOR'S REPORT:**

Mayor Wilbert gave a report on the Association of Washington Cities Annual Convention in Yakima which she and Councilmember Stevens Taylor attended. She announced that she had purchased recordings of certain workshops for addition to a reference library being started at City Hall.

Councilmember Stevens Taylor added this was her first time attending an AWC Conference. She said it was very well organized and had wonderful options for workshops. She encouraged others to attend next year's conference.

**ANNOUNCEMENTS OF OTHER MEETINGS:**

1. County Executive Doug Sutherland will be at City Hall Monday, September 13th, beginning at 4:00 p.m., to meet with Councilmembers and Staff. A public notice will be printed in the Gateway announcing he will be available for questions at 6:30 p.m., before the regular council meeting that evening.
2. Parks Workshop - Monday, August 2nd at 7:00 p.m., City Hall.

**APPROVAL OF BILLS:**

**MOTION:** To approve warrants #10872 through #10938, less #10916, in the amount of \$359,871.05.  
Platt/English - unanimously approved.

**EXECUTIVE SESSION:** None scheduled.

**ADJOURN:**

**MOTION:** To adjourn at 8:35 p.m.  
Platt/Stevens Taylor - unanimously approved.

Cassette recorder utilized.  
Tape 320 Side A - 372 - end.  
Tape 320 Side B - 000 - end.  
Tape 321 Side A - 000 - 435.

---

Mayor

---

City Administrator

# Draft Environmental Impact Statement

Comprehensive Plan  
for Pierce County, Washington



Pierce County

---

Planning and Land Services

July, 1993





# Pierce County

Department of Planning and Land Services

DEBORA A. HYDE  
Director

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(206) 591-7200 • FAX (206) 591-3131

July 28, 1993

TO ALL INTERESTED PARTIES:

RE: THE DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR THE  
PROPOSED COMPREHENSIVE PLAN FOR PIERCE COUNTY,  
WASHINGTON

This copy of the Draft Environmental Impact Statement (EIS) on the proposed Comprehensive Plan for Pierce County, Washington, is for your review and comment. The Draft EIS is intended to provide information concerning the environmental impacts associated with the adoption of either the proposed Comprehensive Plan or one of the three identified alternatives.

The Draft EIS examines the proposed Comprehensive Plan and three alternative courses of action to determine impacts upon various environmental elements as required under the State Environmental Policy Act (SEPA). Much of the analysis focuses on the impacts of concentrating population growth and urban land uses within defined areas as opposed to allowing dispersal of population growth and urban land uses.

Your review and subsequent comments concerning this document are important to ensure that all environmentally significant impacts have been identified. Our department appreciates your timely review and forwarding of comments concerning this Draft EIS. The deadline for receiving comments regarding this Draft EIS is August 27, 1993. Please address your comments to:

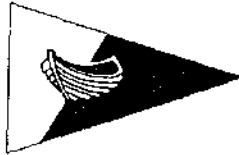
Environmental Official  
Pierce County Planning and Land Services  
2401 South 35th St.  
Tacoma, WA 98409-7490

If you have questions concerning the Draft EIS, please contact Mark Truckey, Associate Planner, at 596-2751. I appreciate your assistance in reviewing this Draft EIS for accuracy and completeness. Thank you.

Sincerely,

DEBORA A. HYDE  
Director, Planning and Land Services





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

**MEMORANDUM**

**TO:** City Council  
**FROM:** Planning Staff *SO.*  
**DATE:** August 9, 1993  
**RE:** SPR 93-02 - Phil Arenson -- Request for site plan approval for Gig Harbor Car Wash II.

=====  
Mr. Phil Arenson is requesting site plan approval for an automatic car wash at 6750 Kimball Drive. This is directly across the street from the existing car wash on the parcel between Kimball Plaza and the old Western Clinic building. The proposal includes both a car wash and retail space on the ground floor along with support office space on the second floor. The project and the site plan is more specifically defined in the Staff report to the Hearing Examiner which is attached for the Council's review.

Also attached is the Hearing Examiner's report and recommendation to the City Council. The Examiner is recommending approval of the site plan subject to the conditions outlined in the Staff recommendation, except that the Examiner's recommendation retains a 10 foot wide landscape easement shown on the plat adjacent to the old Western Clinic parcel. The applicant proposed to remove this easement and install a 5 foot wide landscape buffer. This was a major issue of discussion during the Public Hearing. The new owner of the old Western Clinic Building expressed concerns over the extreme difference between a car wash and a professional office building, but stated that the uses could be reconciled through adequate buffering. She believes that 10 feet is the minimum width necessary to achieve this and that the owner should abide by and maintain the recorded 10 foot easement.

The location of the driveway was also a concern with this proposal. The Fire Department requested that the driveway be moved as far north as possible to avoid conflicts with the fire stations ingress/egress. Accordingly, the Hearing Examiner's report includes the recommendation to move the driveway north to a location approved by the Public Works Director. However, after further discussing this issue with the Fire Department and the City's Fire Marshall, it was determined that a turning lane on Kimball Drive, subject to the review and approval of the

Public Works Director, would adequately address the Fire Department's concern.

The Staff recommends that the City Council uphold the Hearing Examiner's recommendations with the exception that condition #8 in the Examiner's report be changed to require a turning lane, as approved by the Public Works Department.

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

---

**APPLICANT:** PBA, Inc.

**CASE NO.:** SPR 93-02

**APPLICATION:** Request for site plan approval to allow construction of a car wash and retail facility on property which is 36,653 square feet in size.

**SUMMARY OF RECOMMENDATIONS:**

Planning Staff Recommendation: Approve with conditions  
Hearing Examiner Recommendation: Approve with conditions

**PUBLIC HEARING:**

After reviewing the official file which included the Planning Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the PBA, Inc. application was opened at 5:02 pm, June 9, 1993, in City Hall, Gig Harbor, Washington, and closed for oral testimony at 6:11 p.m. The hearing was kept open administratively through close of business on June 30 to allow time for additional review by the City and the adjacent property owner, and written response by 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 on pages 1 to 6 of the Planning Staff's 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. At the hearing, the applicant said he and his architect had considered constructing the building on the south side of the site. He said that he would leave a 130' long building

along that side. He also said that more grading would be required if the building were to be constructed on the south side of the site.

He explained how the facility would operate and said that none of the effluent would go into the storm drain. He said that approximately 80% of the water used in the car wash is recycled and that the remainder goes into the sanitary sewer system. He also indicated that all of the chemicals used at the facility are biodegradable.

Finally, he said that the traffic study which was prepared showed there would not be a large increase in traffic due to the proposed use.

- C. The attorney for the owner of the adjacent property to the south spoke at the hearing and discussed the concerns of his client.

He stated that there had been a lack of notice which precluded his client from having enough time to adequately review the proposal.

He noted that, while the subject hearing was not a SEPA Appeal hearing, he pointed out several areas where he felt that the environmental checklist was incomplete.

He also questioned the completeness of the application for site plan approval. He noted that there is no specification regarding the function of the various parts of the building.

He said that his client's greatest concern relates to the area of landscaping on the south side of the subject property. He said aesthetics is a concern which could adequately be addressed if sufficient landscaping is provided. He noted that his client's office building is very attractive and that the proposed car wash on the adjacent property is a very different type of use.

He pointed out that the short plat which created the lot his client owns and the lot where the car wash is to be located provided for a 10 foot wide landscaped area on the lot to be utilized for a car wash. He noted that the condition on the short plat doesn't change because of later general changes in the Zoning Code.

He also expressed concern about waste which comes from vehicles when they are washed. He wanted assurance that any potentially hazardous materials would be retained on site.

He referred to the landscape requirements of the zoning code and asked that a visual screen be planted which met the requirements of the ordinance.

- D. The owner of the adjacent property to the south of the subject site submitted her comments in writing (Exhibit F). She requested that the buffer between the proposed car wash and her property be 10 feet in width. She also asked that significant trees be retained and that a solid vegetative screen be provided. She offered specific recommendations relative to the vegetative screen.

She also provided a legal and policy basis for her recommendations. Included in the discussion was the argument that the short plat by which the applicant's lot was created required a 10' side setback. She went on to say that there is no legal requirement that plat limitations conform to zoning requirements. She noted that specific zoning dimensional requirements are merely minimum requirements, however, greater setbacks or larger lot size may be required for plat approval. She indicated that she relied on the 10' setback when she bought the adjacent property, and if the buffer is now reduced to five feet, it would unfairly disappoint her reasonable expectations and give the applicant a windfall.

- E. The applicant responded to the adjacent property owner's comments in Exhibit G. In that memo, he stated that he has, from the outset of this application, sought approval of the Gig Harbor Planning Department to remove the 10' landscape easement that is shown on the short plat of the subject property. He said the staff has recommended approval of the submitted landscape and site plan which provides a 5' landscape area as required by the Zoning Code. He also noted that the Car Wash Facility would be a minimum of 165 feet from the building to the south. He said all business on the car wash property would be conducted inside and totally out of view from the adjacent property.
- F. During the administrative continuance, the City's Public Works Director offered several written comments (Exhibit D).
- G. The applicant's architect responded to the Public Works Director's comments in Exhibit E. He said he would be supplementing existing vegetation within the 5' buffer area and noted that there are no significant trees in the additional five feet in question.
- H. The Planning Director offered an additional condition of approval relative to the proposed retail and office on the subject site (Exhibit H).
- I. The applicant responded to the Planning Director's memo in Exhibit I. His memo was submitted to provide clarity to the issues raised by the Planning Director. His memo also included an attachment from his Traffic Engineer.

J. A review of the City's files on the subject property provided some history of the 10' landscape buffer along the property line between the two properties. (See Exhibit J). The letter which was written by the City's Planner in 1984 listed the conditions of approval for Western Clinic's requested site plan and variance. Western Clinic was the user of the property to the south of the site of the proposed car wash. Both properties were originally owned by the same person and the separate properties were created through a short plat process. The short plat required a 10' landscape buffer along its south property line and no one seemed to know why that requirement existed. A reading of Conditions #4 and #7 of Exhibit J state:

4. A 10' landscape buffer shall be provided along the northerly line separating the parking area from adjacent undeveloped property.
7. Prior to securing a Building Permit submit a specific landscaping plan prepared by a landscape architect to the Planning Department for review and approval. Submitted plan shall be in conformance with the general landscaping proposals indicated on the submitted exhibit. The site shall be developed in accordance with the approved landscaping plan prior to occupancy.

K. The Fire Department sent a note (Exhibit C) which asked that the driveway be located as far as possible from the Fire Department driveway.

## II. CONCLUSIONS:

A. Judging from the photos of the site which were submitted as part of Exhibit A, it appears the landscape buffer for the property to the south (the former Western Clinic site) is located on the proposed car wash property. This is evident by looking at the photo which shows the survey stake on the south property line and the wheel stops for the parking area on the former Western Clinic property. While it is unusual, this explains why the 10' landscape buffer easement is located on the proposed car wash property. Had both properties not been owned by the same property owner, it is unlikely that such an easement would have been required. The fact that the 10' foot landscape easement is a requirement of the short plat and the 10' landscape buffer along the property line was a requirement of the approval for Western Clinic appears to be more than coincidental.

I concur with the owner of the adjacent property to the south and with her attorney. The zoning ordinance specifies minimum requirements. In this case, the 10' foot landscape buffer was clearly intended to be as specified on the short plat. While it is true that the car wash and the office building are separated by 165 feet, a 10' buffer between the two properties is the minimum required by code.

As was noted earlier, it is extremely unusual that the entire 10' is located on one side of the property line, but in this case the City and former property owner of the entire property chose to provide the buffer in this way.

At this point in time, I believe the intent of the ordinance can continue to be met by retaining the 10' buffer on the car wash side of the line and by enhancing it to meet the existing requirements of the code.

- B. The applicant's response (with the response from his Traffic Engineer) provides adequate clarity to the traffic issues raised by the City. It provides sufficient information upon which the Public Works Director can establish a fair share contribution amount.
- C. The driveway to the site should be moved to the north, as requested by the Fire Department. The final location of the driveway should be reviewed and approved by the Public Works Director.

### III. RECOMMENDATION:


Based upon the foregoing findings of fact and conclusions, it is recommended that the requested site plan be approved, subject to the following conditions:

1. Sidewalks, curbs and gutters must be installed along the street frontage (of Kimball Drive) prior to occupancy of the facility.
2. A storm drainage management plan must be submitted to the City of Gig Harbor Department of Public Works (and the City of Tacoma Public Utilities Department, as necessary) for review and approval prior to the issuance of a building permit for this project. Storm drainage improvements must be installed, as approved, prior to occupancy of the facility (verification of approval from the Tacoma Public Utilities Department should be provided prior to permit issuance). Storm drainage shall also include provisions for treatment of car-wash residual waste-water, in accordance with local and state requirements.
3. A final landscape plan meeting the requirements of the Landscaping Section of the City Zoning Code shall be submitted for approval prior to the issuance of a building permit for the facility. Landscaping as approved shall be installed prior to occupancy of the facility. The landscape buffer along the south property line of the subject property shall be a minimum of ten (10) feet in width as is shown on the short plat.
4. Fire protection improvements as required per the City Fire Code shall be installed, as follows:
  - A. Fire equipment access must be provided by a twenty four (24) foot-wide all weather land for two-way traffic.
  - B. Fire hydrants shall be provided within 150 feet of all portions of the building and structures and locations must be accessible to fire fighting equipment and approved by the City Fire Marshal.



- C. A 2 hr fire wall with a 30-inch parapet will be required for all structures along the north property line (no openings permitted); a 1 hr fire wall with a 30 inch parapet will be required for all structures within twenty feet of the south property line.
  - D. Fire-lane access to within 150 feet of all portions of the buildings are required; if a fire truck will be required to go further than 150 feet from the public street, a hammer-head turnaround will be required.
5. Consistent with the Uniform Building Code, a van parking stall will be required which conforms to the Washington State regulations for Accessibility. Sidewalks must be ramped at the curbs. Additionally, the canopy post shown on the site plan must be located outside of the 25 foot west setback.
  6. In lieu of construction of required improvements prior to final plat approval, a bond or cash assignment equal to an amount of 110% of a contractors bid for all improvements required shall be posted with the city. If accepted by the City, the bond shall be installed within twelve months of the date of issuance of the occupancy permit for the facility. Failure to construct or install the required improvements within the time specified to City standards shall result in the city's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements. This condition does not absolve the applicant or developer of their responsibility to comply with the construction and maintenance bond requirements of the applicable city code.
  7. The applicant shall pay his fair share of improvement costs to bring the LOS from F to D at the Kimball/Pioneer intersection. Said amount shall be determined by the City's Public Works Director and shall be paid to the City by the applicant prior to issuance of a Certificate of Occupancy.
  8. The driveway shall be moved north to a location which is approved by the Public Works Director.

Dated this 19th day of July, 1993.

  
Ron McConnell  
Hearing Examiner

**Rezoning - Recommendations**

Any decisions of the Examiner approving a rezoning, with or without conditions, shall constitute a recommendation to the City Council. The City Council shall consider the recommendation within 35 (thirty-five) calendar days at a regular meeting.

**Council Action**

Any application requiring action by the City Council shall be taken by the adoption of a motion 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.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within ten (10) business days from the date of the Council action a 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 JUNE 9, 1993  
HEARING ON THE  
PBA INC. APPLICATION**

Ron McConnell was the Hearing Examiner for this matter. Participating in the hearing was Ray Gilmore, representing the City of Gig Harbor; Phil Arenson, representing PBA, Inc., and Richard Settle, an attorney representing Evelyn Hogan, an owner of adjacent property.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

- A. Planning Staff's Advisory Report with site and Landscape plans and photographs.
- B. Traffic Study for the Gig Harbor Car Wash-II, prepared by Christopher Brown and Associates.
- C. Fire Department Comments, dated 6/16/93.
- D. Memo from Ben Yazici, Director of Public Works, dated 6/25/93.
- E. Letter from David Freeman, received 6/28/93.
- F. Written Submission of Evelyn M. Hogan, dated 6/24/93.
- G. Memo from P.B.A. Inc., received 6/30/93.
- H. Memo from Ray Gilmore, Planning Director, dated 6/29/93.
- I. Memo from P.B.A. Inc., dated 6/30/93, with attachment from C.V. Brown, P.E.
- J. Letter from Don Orr, dated 3/15/84.

**PARTIES OF RECORD:**

- Philip Arenson  
P.B.A., Inc.  
103 Raft Island  
Gig Harbor, WA 98335
- David Freeman  
Snodgrass-Freeman Assoc.  
3206 50th St. Court N.W., Ste. 125  
Gig Harbor, WA 98335
- Richard Settle  
Foster Pepper Sheffleman  
1111 3rd Ave., Ste 3400  
Seattle, WA 98101
- Evelyn Hogan  
10321 Rosedale Bay Ct. N.W.  
Gig Harbor, WA 98335

**STAFF REPORT  
ENVIRONMENTAL EVALUATION AND  
REPORT TO THE HEARING EXAMINER**

**PBA, Inc, Gig Harbor Car Wash  
(SPR93-02)  
June 9, 1993**

**PART I: GENERAL INFORMATION**

**A. APPLICANT:**

PBA, Inc.  
103 Raft Island  
Gig Harbor, WA 98335  
PH:

**B. OWNER:**

Same as above.

**C. AGENT:**

Snodgrass-Freeman Associates  
3206 50th Street Court NW  
Suite 125  
Gig Harbor, WA 98335  
PH: 851-8383

**D. REQUEST:**

Site plan approval for the construction of a car wash and retail facility on property which is 36,653 square feet in area. The car wash would provide parking for 34 vehicles, 30 of which would be in stacking lanes into and out of the car wash and 4 spaces for auto-vacuum; 13 spaces for the retail use and 3 spaces for the office use. Maximum height of the structure would be 25 feet (where the proposed office is to be located), with an average height of 19 feet.

**E. PROPERTY DESCRIPTION:**

1. Location:

The property is located west of Kimball Drive, immediately north of the former site of Western Clinic. The project site is situated within a portion of the SW 1/4 of Section 8, Township 21, Range 2 East and is more particularly described as being located on Assessor's tax parcel number 02-21-08-7-019.

2. Site Area/Acreage:

The site is 36,653 square feet (0.84 acre) in area. The site is mostly shrub and grasses, with the majority of trees and shrubs located on the east one-third of the site. The site is immediately east of and adjacent to the City of Tacoma Utility Department Lake Cushman transmission line and SR-16, which is west of the transmission line. Proposed impervious coverage is 70%, which is the maximum allowable by code.

3. Site/Physical Characteristics:

According to the Pierce County Soil Survey, the site is underlain by Harstene gravelly-sandy loam with slopes ranging from 6-15%. Average grade on-site is approximately 2% and slopes generally to the west. The site has been previously modified by grading. Overstory vegetation is rather limited on the site with the majority of trees consisting of 16 douglas fir (avg. dia. 9", 1 - 32" dia., max.) and 1 madronna. With the exception of 3 douglas fir on the south property line, the remainder are proposed for removal. Ground cover is principally blackberry, Scotch broom, salal, sword fern and grasses.

**F. SURROUNDING LAND-USE/ZONING DESIGNATION:**

North:	Commercial/retail (Kimball Plaza), zoned B-2.
West:	Commercial/car wash (Gig Harbor Car Wash) and wooded vacant property, zoned B-2.
South:	Vacant building (formerly the site of Western Clinic), zoned B-2.
East:	Transmission line and SR-16, designated in County Peninsula Plan as Urban.

**G. UTILITIES/ROAD ACCESS:**

Access is provided by Kimball Drive, which is east of the site. Kimball Drive is considered a major commercial route within the city.

**H. PUBLIC NOTICE:**

Public notice was provided as follows:

Published in Peninsula Gateway: June 2, 1993.

Mailed to property owners of record within 300 feet of the site: June 7, 1993.

Posted in three conspicuous places in the vicinity of the property: June 9, 1993.

## PART II: ANALYSIS

### A. AGENCY REVIEW:

#### 1. Building Official/Fire Marshal (memo of 5/25)

Fire equipment access must be provided by a twenty four (24) foot-wide all weather lane for two-way traffic (20 feet is shown). Fire hydrants shall be provided within 150 feet of all portions of the building and structures and locations must be accessible to fire fighting equipment and approved by the City Fire Marshal; a 2 hr fire wall with a 30-inch high parapet will be required for all structures along the north property line (no openings permitted); a 1 hr fire wall with a 30 inch high parapet will be required for all structures within twenty feet of the south property line; fire-lane access to within 150 feet of all portions of the buildings are required; if a fire truck will be required to go further than 150 feet from the public street, a hammer-head turnaround will be required. Signage will be required for the fire lane along the south property line.

A van parking stall will be required which conforms to the Washington State regulations for Accessibility. Sidewalks must be ramped at the curbs.

The canopy post shown on the site plan must be located outside of the 25 foot west setback.

#### 2. Department of Public Works (memo 6/2/93)

The Department of Public Works has stated that a traffic study for the proposed site is required. The traffic study must include:

- Ingress, egress and traffic circulation is to be addressed within the site, and;
- Trip generation and traffic impacts at Hunt Street and Soundview, Kimball Drive and Pioneer Avenue and the

## Wollochet interchange.

The traffic study must be submitted for review by Public Works prior to Hearing Examiner action on this application. Additional comments as may be required will be submitted upon review of traffic study.

(Following are standard comments for all site plan reviews):

Sidewalks, curbs and gutters must be installed along the street frontage (of Kimball Drive) prior to occupancy of the facility.

A storm drainage management plan must be submitted to the City of Gig Harbor Department of Public Works (and the City of Tacoma Public Utilities Department, as necessary) for review and approval prior to the issuance of a building permit for this project. Storm drainage improvements must be installed, as approved, prior to occupancy of the facility (verification of approval from the Tacoma Public Utilities Department should be provided prior to permit issuance).

## B. APPLICABLE LAND-USE POLICIES/CODES

### 1. Comprehensive Plan:

The City of Gig Harbor Comprehensive Plan designates this area as commercial/business. Some of the relevant policies are:

Economics, Page 17, Goal - Develop a Sound Fiscal Base. Help market local socio-economic resources to increase employment opportunities, develop office and industrial park properties and provide the City a sound tax base which providing the residents of the city with a continuing high quality of life.

Job Creation - Help create employment opportunities within the local economy, particularly for residents who now commute across the Tacoma Narrows Bridge.

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.

Transportation, Page 29, Order - Control land use development and local street access patterns about SR-16's major interchanges to protect the functional viability of the freeway during major commuting periods. Control local street connections, curb-cuts, on and off-street parking areas to protect the functional viability and traffic carrying capacity of the major arterial and collector networks.

2. Zoning Ordinance:

The site is designated as B-2 (General Business District per the City of Gig Harbor zoning map.

Section 17.36.010 (Intent) states that a B-2 district is intended to provide for a wide range of consumer goods and services. It is further intended group buildings and business establishment in a manner that creates convenient, attractive and safe development.

Section 17.36.020(F) permits "Gasoline service stations and *car washes*."

Section 17.36.050 (Minimum Development Standards) establishes minimum development standards for uses in respect to yards (F 20', S 5/10' interior flanking street, R 20'), maximum impervious coverage (70%). The project site is within a height overlay district which permits a maximum height of 35 feet for non-residential structures.

Section 17.36.120 provides performance standards for exterior mechanical devices, outdoor storage of materials, outdoor lighting and the placement and screening of trash receptacles.

Section 17.72 provides the requirements for off-street parking. The proposal would require a minimum of one parking space for each 300 square feet of retail floor space: one parking space for each 300 square feet of professional office space. Parking space requirements for the car wash are not specified in the code, the but the applicant's proposal to provide sufficient area to "stack" 34 vehicles using the car wash service appears reasonable.

Section 17.78.020 (Applicability of Landscape Requirements) applies to this development. A preliminary landscape plan and site topographic survey has been submitted with the application.

Section 17.80 (Signage). A preliminary signage plan has been submitted. Upon approval of a site plan, a detail signage plan must be submitted for review and approval prior to installation of signage.



Section 19.96 (Site Plan Review). The stated purpose of site plan review is to ensure that development projects carried out in a given zoning district are executed in a manner consistent with existing ordinances concerning public utilities, traffic, facilities and services and provide unified site design, access, landscaping, screening, building placement and parking lot layout. Site plan review is not intended to review and determine the appropriateness of a given use on a given site. It is intended to insure that the development of a site will provide the features necessary to protect the health, safety and general welfare of the citizens of the city.

A SEPA determination was done on the original project on June 9, 1993 the SEPA responsible official. The SEPA responsible official has determined that the project would not have a significant impact on the environment and has issued a determination of non-significance, pursuant to WAC 197-11-800.

### **PART III: FINDINGS AND CONCLUSIONS**

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

1. The proposal consists of a commercial activity which is permitted within the B-2 zoning district per Section 17.36.020(F), subject to the requirements of the applicable sections of the zoning code as stated in part II of this report.
2. The proposal may result in an increase of traffic, noise, light, and glare impacts to the site and surrounding properties. Impacts are subject to mitigation through the development and application of reasonable conditions of site plan approval based upon the requirements of the zoning code and adopted City of Gig Harbor policies.
3. Aesthetic impacts from this proposal can be mitigated by landscaping and buffering, consistent with Section 17.78 of the Zoning Code. The preliminary landscaping plan submitted meets the requirements of the landscaping section of the zoning code.

### **PART IV: RECOMMENDATION**

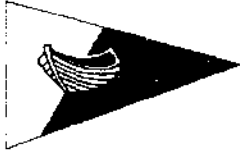
Based upon the information contained in Part II of this report and the findings as stated in Part III, staff recommends that the proposal be APPROVED, subject to the following conditions:

1. A traffic study as required by the Department of Public Works shall be prepared and submitted to the Public Works Department by no later than June 20th for review. The comments submitted by Public Works in response to the traffic study, including any conditions for traffic impact mitigation, will be submitted as recommendations to the hearing examiner. An administrative continuance of the hearing not to exceed ten days from the required submittal date (up to June 30th) shall be provided.
2. Sidewalks, curbs and gutters must be installed along the street frontage (of Kimball Drive) prior to occupancy of the facility.
3. A storm drainage management plan must be submitted to the City of Gig Harbor Department of Public Works (and the City of Tacoma Public Utilities Department, as necessary) for review and approval prior to the issuance of a building permit for this project. Storm drainage improvements must be installed, as approved, prior to occupancy of the facility (verification of approval from the Tacoma Public Utilities Department should be provided prior to permit issuance). Storm drainage shall also include provisions for treatment of car-wash residual waste-water, in accordance with local and state requirements.
3. A final landscape plan meeting the requirements of the Landscaping Section of the City Zoning Code shall be submitted for approval prior to the issuance of a building permit for the facility. Landscaping as approved shall be installed prior to occupancy of the facility.
4. Fire protection improvements as required per the City Fire Code shall be installed, as follows:
  - A. Fire equipment access must be provided by a twenty four (24) foot-wide all weather lane for two-way traffic.
  - B. Fire hydrants shall be provided within 150 feet of all portions of the building and structures and locations must be accessible to fire fighting equipment and approved by the City Fire Marshal.
  - C. A 2 hr fire wall with a 30-inch high parapet will be required for all structures along the north property line (no openings permitted); a 1 hr fire wall with a 30 inch high parapet will be required for all structures within twenty feet of the south property line.
  - D. Fire-lane access to within 150 feet of all portions of the

- D. Fire-lane access to within 150 feet of all portions of the buildings are required; if a fire truck will be required to go further than 150 feet from the public street, a hammer-head turnaround will be required.
5. Consistent with the Uniform Building Code, a van parking stall will be required which conforms to the Washington State regulations for Accessibility. Sidewalks must be ramped at the curbs. Additionally, the canopy post shown on the site plan must be located outside of the 25 foot west setback.
6. In lieu of construction of required improvements prior to final plat approval, a bond or cash assignment equal to an amount of 110% of a contractors bid for all improvements required shall be posted with the city. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of issuance of the occupancy permit for the facility. Failure to construct or install the required improvements within the time specified to City standards shall result in the city's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements. This condition does not absolve the applicant or developer of their responsibility to comply with the construction and maintenance bond requirements of the applicable city code.

Documents pertinent to your review are attached.

Staff report prepared by: Ray Gilmore, Planning Director  
Date: June 9, 1993



*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: AMENDMENT TO DISORDERLY CONDUCT ORDINANCE - NOISE  
DATE: AUGUST 6, 1993

Staff has been directed to craft a noise ordinance to address resident complaints and enforcement issues regarding excessive residential and recreational noise.

Two types of ordinances are possible, both of which require Department of Ecology approval subsequent to adoption by the city council. One type is like the attached ordinance which lists specific criteria that relate to enforcement. The other type of ordinance has to do with decibel levels (establishing a baseline and then measuring the deviation prior to enforcement). The problem with a decibel level ordinance is that the offense is usually non-existent at the point of measurement.

The City of Gig Harbor already has an ordinance which relates to noise, but it is not criterion-based, and its lack of specificity makes enforcement relatively more difficult.

Chief Richards will be available to respond to questions pertaining to enforcement.

**CITY OF GIG HARBOR**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING LANGUAGE IN THE DISORDERLY CONDUCT SECTION OF THE MUNICIPAL CODE RELATING TO NOISE CONTROL AND AMENDING TITLE 9 OF THE CRIMINAL OFFENSE ORDINANCE NO. 529.**

WHEREAS, excessive residential and recreational noise is a problem in the City and that excess noise creates adverse effects on persons, and

WHEREAS, the following ordinance is necessary to define public disturbance noises and regulate the level of noise to which persons are exposed in order to protect the public health, safety and general welfare,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, DO ORDAIN as follows:

Section 1. The language in the City of Gig Harbor Municipal Code, Section 9.34.010, Number 4, is hereby amended to read as follows:

"9.34.010 DISORDERLY CONDUCT

4. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance noise. The following sounds are determined to be public disturbance noises.
  - a) The frequent, repetitive or continuous sounding of any horn or siren, except as a warning of danger or as specifically permitted or required by law;
  - b) The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, watercraft, or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property.
  - c) Yelling, shouting, hooting, whistling, or other raucous noises, on or near the public streets between the hours of 11:00 p.m. and 7:00 a.m., or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;

- d) The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interfere with the peace, comfort, and repose of owners or possessors of real property, such as sounds from audio equipment, musical instruments, band sessions, or social gatherings;
- e) Sound from motor vehicle sound systems, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty (50) feet from the vehicle itself;
- f) Sound from audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty (50) feet from the source, and if not operated upon the property of the operator.

The foregoing provisions shall not apply to regularly scheduled events such as public address systems for baseball games, street dances or authorized community sponsored events. Safety devices, fire alarms, and emergency vehicles are exempt to these provisions."

Section 2. This ordinance shall be in force and take effect five(5) days after its publication according to law.

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 \_\_\_\_\_, 1993.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Mark Hoppen, City Administrator

Filed with city clerk: 7/21/93  
Passed by the city council:  
Date published:  
Date effective:

"Harming a Police Dog," as defined in RCW 9A.76.200.

Chapter 9.34

PUBLIC PEACE, CRIMES RELATING TO

Sections:

- 9.34.010 Disorderly conduct.
- 9.34.020 Riot, failure to disperse and obstruction.
- 9.34.030 Privacy, violating right of.
- 9.34.040 Libel and slander.
- 9.34.050 Malicious prosecutions--Abuse of process.

9.34.010 Disorderly conduct.

- A. A person is guilty of disorderly conduct if he:
  - 1. Uses abusive language and thereby intentionally creates a risk of assault; or
  - 2. Intentionally disrupts any lawful assembly or meeting of persons without authority; or
  - 3. Intentionally obstructs vehicular or pedestrian traffic without lawful authority; or
  - 4. Intentionally and without lawful authority makes noise which unreasonably disturbs others; or
  - 5. Intentionally engages in any conduct which tends to or does disturb the public peace, provoke disorder, or endanger the safety of others.

B. Disorderly conduct is a misdemeanor.

9.34.020 Riot, failure to disperse and obstruction. The following state statutes, including all future amendments, are adopted by reference:

- RCW 9A.84.010(1)(2)(b) Riot.
- RCW 9A.84.020 Failure to disperse.
- RCW 9.27.015 Interference, obstruction of any court, building or residence--violations.

9.34.030 Privacy, violating right of. The following state statutes, including all future amendments, are adopted by reference:

- RCW 9.73.010 Divulging telegram.
- RCW 9.73.020 Opening sealed letter.
- RCW 9.73.030 Intercepting, recording or divulging private communication--Consent required--Exceptions.
- RCW 9.73.070 Same--persons and activities excepted.
- RCW 9.73.090 Police and fire personnel exempted from RCW 9.73.030 - 9.73.080--Standards
- RCW 9.73.100 Recordings available to defense counsel.



*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 THE CITY COUNCIL  
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*  
RE: HARBORVIEW DRIVE STREET END DESIGN  
DATE: AUGUST 5, 1993

### **INTRODUCTION**

The City Council allocated \$7,500 in the 1993 budget for the street end design on Harborview Drive at the old ferry landing site. Attached for your consideration is a professional services contract for development of the design for your approval.

Mark Hoppen and I interviewed two firms and selected Lynn Horn & Associates as the most qualified to undertake this project.

### **BACKGROUND/ISSUES**

After the selection process, Mr. Horn has been working with me, Mark and the Mayor to obtain community input and to build consensus within the neighborhood that will be directly affected by this project.

A conceptual plan was developed and a neighborhood meeting held on August 4, 1993 to discuss the merits of the plan. I will share with you at the Council meeting both the details of the conceptual plan and summarize the community's response to the plan.

The professional services contract that is being used for this project is the standard agreement that the city has used in the past for consulting services.

### **RECOMMENDATION**

I recommend a Council Motion for the award of the attached professional services contract to Lynn Horn & Associates to develop a conceptual plan and prepare construction contract documents, plans and specifications, for a park at the old ferry landing site at a cost not to exceed \$7,500.



**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GIG HARBOR, WASHINGTON  
AND  
LYNN HORN AND ASSOCIATES**

THIS AGREEMENT, made and entered into this 9th day of August, 1993, by and between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (hereinafter referred to as the "Owner") and Lynn Horn and Associates (hereinafter referred to as the "Consultant").

WHEREAS, the Owner desires to retain the Consultant to perform professional services in connection with design of a city park, (hereinafter referred to as Harborview Ferry Landing Community Park); and

WHEREAS, the Consultant represents that it has available and offers to provide expert personnel and services necessary to accomplish the services required for the project within the required time and that there are no conflicts of interest prohibited by law in entering into this Agreement with the Owner;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained or incorporated herein, the Owner and the Consultant agree as follows:

**SECTION 1 - ADMINISTRATION AND SUPERVISION**

A. The Public Works Director will administer the Owner's Project responsibilities and assistance to the Consultant as required by the Agreement, which responsibilities shall be as follows:

Develop a conceptual plan for the Harborview Ferry Landing Community Park and prepare construction contract documents including plans and specifications

The Public Works Director will make all necessary design decisions to make sure the project is being built according to city standards. The Director will provide all background and supporting documents to the Consultant as requested and availability basis.

B. The Consultant represents that it has, or will obtain, all personnel necessary to perform the services required under this Agreement, and that such personnel shall be qualified, experienced and licensed as may be necessary or required by laws and regulations to perform such services.

**SECTION 2 - SCOPE OF SERVICES**

The Owner hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work attached

hereto as Exhibit A, which is incorporated herein by this reference.

### **SECTION 3 - CHANGES IN AND ADDITIONAL WORK**

A. The Owner may direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project or make other changes within the general scope of the services or work to be performed under this Agreement.

### **SECTION 4 - RESPONSIBILITY OF THE CONSULTANT**

A. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all reports and other services prepared or performed by the Consultant under this Agreement. The Consultant shall correct or revise any errors, omissions or other deficiencies in such reports and other services without additional compensation.

B. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to and costs incurred by the Owner caused by, arising from or connected with the Consultant's errors, omissions or negligent performance of any of the services furnished under this Agreement.

### **SECTION 5 - COMMENCEMENT AND COMPLETION OF PROJECT WORK**

A. Time is of the essence in the performance by the Consultant. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Consultant shall complete the Project within 90 calendar days from the date of this Agreement and shall furnish any required follow-up services within five (5) days following completion of the project.

B. During the performance under this Agreement, the Consultant shall use its best efforts to see that its work and services and that of its subconsultants are provided and performed in the most cost-effective and efficient manner practicable.

### **SECTION 6 - COMPENSATION**

A. Subject to the provisions set forth in this Agreement, the Consultant will not exceed seven-thousand-five-hundred dollars (\$7,500), to be paid on monthly basis. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. The total fee and any individual phase amounts shall be subject only to authorized adjustments as specifically provided in this Agreement. In the event the Consultant incurs costs in excess of the total fee or the individual phase amounts, adjusted as provided herein, the Consultant shall pay such excess from its own funds and the Owner shall not be required to pay any part of such excess and the Consultant shall have no claim against the Owner on account thereof.

B. No payment, whether first or final, to the Consultant for any Project work shall constitute a waiver or release by the Owner of any claims, right or remedy it may have against the Consultant under this Agreement or by law, nor shall such payment constitute a waiver, remission or discharge by the Owner of any failure or fault of the Consultant to

satisfactorily perform the Project work as required under this Agreement.

## **SECTION 7 - TERMINATION OF AGREEMENT**

A. Either party may terminate this Agreement in whole or in part, in writing if the other party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the party initiating termination; provide, that, insofar as practicable, the parties will be given: (1) not less than ten calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and, (2) an opportunity for consultation before termination.

B. In addition to termination under Paragraph A of this Section, the Owner may terminate this Agreement, in whole or in part, in writing, for its convenience; provided, the Consultant will be given: (1) not less than ten calendar days' written notice delivered by certified mail, return receipt requested of intent to terminate; and, (2) and opportunity for consultation with the Owner before termination.

C. If the Owner terminates for reasons other than fault on the part of the Consultant, the Owner and Consultant shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the Consultant.

D. Upon receipt of a termination notice under paragraphs A or B above, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) promptly deliver or otherwise make available to the Owner all reports and such other information and materials as the Consultant or subcontractors may have accumulated in performing this Agreement, whether completed or in progress.

E. Upon termination under any paragraph above, the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.

## **SECTION 8 - LEGAL RELATIONS**

A. In performing work and services hereunder, the Consultant and its employees, agents and representatives shall not be construed to be employees or agents of the Owner in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the Owner by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. The Consultant shall be solely responsible for any claims for wages or compensation by Consultant employees, agents and representatives, including subconsultants, and save and hold the Owner harmless therefrom.

B. In performing the services under the contract, Consultant agrees to indemnify and hold harmless the Owner and Consultant's officers and employees to the fullest extent permitted by law, from and against any and all injury or damage to the Owner or its property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of performance of professional services under the terms hereof, including personal injuries or death, when caused in whole or in part be negligent acts, errors, or omissions of the Consultant, its agents, employees, representatives or subcontractors. In the event such claim, demand or cause of action is caused by the concurrent Owner, its agents or employees, this indemnity shall apply only to the extent of Consultant's negligence. Consultant specifically promises to defend and indemnify the Owner against claims or suits brought under Title 51 RCW by its employees or subcontractors and waives

any immunity that the consultant may have under the title with respect to, but only to, the Owner. This paragraph shall not apply to damages or claims arising from the sole negligence of the Owner.

C. Consultant will provide and maintain at its sole expense such policies of general comprehensive liability insurance as may be appropriate to insure against any claim or claims for damage arising by reason of personal injury, death or property damage occasioned directly or indirectly in connection with the acts or omissions of the Consultant, its agents, employees, representatives or subcontractors. In no event shall such policies provide coverage in amounts less than one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence. The policy or policies shall require the insurer(s) to give the Owner at least 30 days advance written notice of any revocation, suspension, modification or termination of any such policy or policies. Consultant will not less than annually provide the Owner with evidence of compliance with this paragraph in the form of a certificate of insurance or evidence in such other form as the Owner will deem satisfactory. This paragraph shall survive the termination of this Agreement for a period of time necessary to adequately insure against all claims that could arise out of, or are related to, or that result during the term of, this Agreement.

D. Consultant will provide and maintain at its sole expense such policy of professional malpractice insurance to cover claims for damages arising by reason of the acts or omissions of Consultant in the performance of this Agreement. In no event shall such policies provide coverage in amounts less than one hundred thousand dollars (\$100,000) per person and one hundred thousand dollars (\$100,000) per occurrence. The policy or policies shall require the insurer(s) to give the Owner at least 30 days advance written notice of any revocation, suspension, modification or termination of any such policy or policies. Consultant will not less than annually provide the Owner with evidence of compliance with this paragraph in the form of a certificate of insurance or evidence in such other form as the Owner will deem satisfactory. This paragraph shall survive the termination of this Agreement for a period of time necessary to adequately insure against all claims that could arise out of, or are related to, or that result during the term of this Agreement.

E. The Owner's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

F. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. Subject to the provisions herein regarding exhaustion of administrative remedies, the Superior Court of Pierce County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

## **SECTION 9 - NOTICE**

Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party or twenty-four (24) hours after mailing to the place of business set forth below, whichever is earlier.

Owner: **CITY OF GIG HARBOR**  
P.O. Box 145  
Gig Harbor, WA 98335  
Attn: Public Works Director

Consultant: **LYNN HORN AND ASSOCIATES**  
10828 Gravelly Lake Drive S.W.  
Suite 103  
Tacoma, WA 98498-0967

**SECTION 10 - ENTIRETY, AMENDMENT AND EXECUTION OF AGREEMENT**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire Agreement between the parties.

This Agreement may be amended only by written instrument signed by the parties hereto.

**SECTION 11 - OWNERSHIP OF DOCUMENTS**

Methodology, software, logic and systems developed under this Agreement are the property of the Consultant and the Owner, and may be used by the Consultant and the Owner as they see fit, including the right to revise or publish the same without limitation.

**SECTION 12 - ASSIGNMENT**

The Consultant shall not assign, sublet or otherwise transfer any rights or obligations under this Agreement without the written consent of the Owner. This Agreement shall be binding on the parties, their heirs, successors and legal representatives.

City of Gig Harbor

By \_\_\_\_\_  
Gretchen Wilbert, Mayor

By \_\_\_\_\_  
Lynn Horn, ASLA

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST/AUTHENTICATE:**

By: \_\_\_\_\_  
Mark E. Hoppen  
City Administrator/City Clerk

Date: \_\_\_\_\_  
Lynn Horn and Associates

## EXHIBIT "A"

### HARBORVIEW DRIVE STREET END PROJECT

The following items are to be included in the Scope of Work for the Harborview Drive Street End Project:

1. Schematic level park plans. This level of planning will include all public meetings, schematic plans, community input group meetings, meetings with city staff, schematic designs for the entire streetscape on Harborview Drive, and all site visits.
2. Design Development Park Plans: Design development plans shall be for the area located on the top of the existing bulkhead ferry dock and the balance of the street improvements along Harborview Street to Soundview Drive.
3. Construction Plans: See item 2 above for area of work definitions to apply to construction plans.
4. Structural Engineers visual analysis and a letter regarding the existing concrete ferry dock bulkhead.

This Scope of Work will not include providing coring sample tests, steel rebar location tests, or footing/piling testing or analysis services. These services could be provided on an hourly basis.



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD  
 License Division - 1025 E. Union, P.O. Box 43075  
 Olympia, WA 98504-3075  
 (206) 664-0012

RECEIVED

DATE: 8/04/93

AUG - 6 1993

TO: MAYOR OF GIG HARBOR

CITY OF GIG HARBOR

RE: NEW APPLICATION

License: 078110 - 2H County: 27  
 Tradename: GOURMET ESSENTIALS  
 Loc Addr: 5500 OLYMPIC DR STE I-102  
 GIG HARBOR WA 98335  
 Mail Addr: 5500 OLYMPIC DR STE I-102  
 GIG HARBOR WA 98335-1489  
 Phone No.: 206-858-7711

APPLICANTS:  
 RUUD, RONALD 07-04-35 572-44-9568  
 RUUD, CATHERINE 05-25-47 573-68-4027

Classes Applied For:  
 F Wine by bottle or package - off premises

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS (10 days notice given for Class I) from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

- |   |                          |                          |
|---|--------------------------|--------------------------|
|   | YES                      | NO                       |
| 1. Do you approve of applicant ? . . . . .  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? . . . . .   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken ? | <input type="checkbox"/> | <input type="checkbox"/> |

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER		<input type="checkbox"/>	<input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE \_\_\_\_\_ SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE \_\_\_\_\_

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services  
1025 E Union - P O Box 43075  
Olympia WA 98504-3075

RECEIVED

JUL 30 1993

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

7-28-93

SPECIAL OCCASION #358890

CLASS I FOR: LIZ DIPPOLD FUND

RIB TICKLERS BBQ REST & LOUNGE  
3226 HARBORVIEW DR  
GIG HARBOR, WA

DATE/TIME: AUGUST 20, 1993 5PM TO 2AM  
PLACE: GIG HARBOR YACHT CLUB

CONTACT: KAREN ARNISON 858-9227

PLEASE RETURN ONE COPY TO THE LIQUOR CONTROL BOARD

SPECIAL OCCASION LICENSES

- \* G - License to sell beer on a specified date for consumption at specific place.
- \* J \_\_\_ License to sell wine on a specific date for consumption at a specific place.  
\_\_\_ Wine in unopened bottle or package in limited quantity for off premises consumption.
- \* K - Spirituous liquor by the individual glass for consumption at a specific place.
- \* I - Class I, to class H licensed restaurant to sell spirituous liquor by the glass, beer and wine to members and guests of a society or organization away from its premises.
- \* I - Annual license for added locations for special events (Class H only)

If return of this notice is not received in this office within 20 days (10 days notice given for Class I) from the date above, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES\_\_ NO\_\_
2. Do you approve of location? YES\_\_ NO\_\_
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES\_\_ NO\_\_

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 10/31/93

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	THE BARTELL DRUG COMPANY	BARTELL DRUG COMPANY #39 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	077055	E F
2	KRAY, WILLIAM CHRISTIAN KRAY, NAOMI C.	OLYMPIC VILLAGE BP 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 0000	071544	E F
3	THE GIG HARBOR YACHT CLUB	THE GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	H

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on OCTOBER 31, 1993. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010(8)). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and OCTOBER 31, 1993, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor  
License Division  
Enclosures

MAYOR OF GIG HARBOR  
P.O. BOX 145  
GIG HARBOR

WA 983350145



DENNIS RICHARDS  
Chief of Police

City of Gig Harbor Police Dept.  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-2236

MONTHLY POLICE ACTIVITY REPORT

JULY

DATE: 08-01-93

	<u>JULY</u> <u>1993</u>	<u>YTD</u> <u>1993</u>	<u>YTD</u> <u>1992</u>	<u>%CHG TO</u> <u>1992</u>
CALLS FOR SERVICE	<u>292</u>	<u>1781</u>	<u>1709</u>	<u>+ 4</u>
CRIMINAL TRAFFIC	<u>28</u>	<u>183</u>	<u>187</u>	<u>- 2</u>
TRAFFIC INFRINGEMENTS	<u>80</u>	<u>486</u>	<u>549</u>	<u>- 11</u>
DWI ARRESTS	<u>3</u>	<u>29</u>	<u>33</u>	<u>- 12</u>
FELONY ARRESTS	<u>0</u>	<u>28</u>	<u>40</u>	<u>- 30</u>
MISDEMEANOR ARRESTS	<u>7</u>	<u>65</u>	<u>93</u>	<u>- 32</u>
WARRANT ARRESTS	<u>5</u>	<u>54</u>	<u>55</u>	<u>- 1</u>
INCIDENT REPORTS	<u>75</u>	<u>449</u>	<u>527</u>	<u>- 14</u>

MAYOR'S REPORT  
August 9, 1993

DISPLAY OF LOCAL ARTISTS' WORK

Many comments have been made that the large, blank, white wall as you descend the stairs in City Hall would make a great place to display artwork.

There are many talented artists in the area, and we would like to extend an invitation to anyone interested in displaying artwork for an assigned period of time. This would give the artist visibility, as well as dress up City Hall!

We are asking that artists submit works with a Harbor theme. A sign up sheet will be available at City Hall, and local artists interested should submit a description (or photograph) of their work, including dimensions, and hanging requirements by October 1st. Selected artwork will be assigned an eight week period throughout the year for display. This program will last for an indefinite period of time, and may be terminated at any time.