

GIG HARBOR CITY COUNCIL MEETING

FEBRUARY 10, 1992

7:00 p.m., City Hall Council Chambers

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
FEBRUARY 10, 1992

PUBLIC COMMENT/DISCUSSION:

PRESENTATION:

1. Pierce Transit: Rick Silva on Regional Transit Project.
2. Larry Oathout - slide presentation on fish habitat on Crescent and Donkey Creeks.

CALL TO ORDER:

APPOINTMENTS:

1. Carl Halsan to Planning Commission.
2. Jeanne Stevens-Taylor as alternate delegate to the steering committee of the Growth Management Coordinating Committee.

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

CORRESPONDENCE:

OLD BUSINESS:

1. Critical areas ordinance - 2nd reading. Roy
2. Resolution approving VAR91-24: Jerkovich. Roy
3. Resolution approving PUD91-01: Rush Construction. Ben
4. Request for sewer utility service - Don Perkins. Ben
5. PTI franchise ordinance - 2nd reading. Ben
6. Waterfront land acquisition ordinance - 2nd reading. Mark
7. Ordinance transferring a portion of Stinson - 2nd reading. Mark & Ben

NEW BUSINESS:

1. Ordinance approving ANX91-03: Randall Drive - 1st reading. Roy
2. Hearing Examiner report and recommendation on SDP91-05: Dolphin Reach Associates. Roy

DEPARTMENT MANAGERS' REPORTS:

1. Public Works.
  - a. East-West Road
  - b. Soundview Drive
2. Police.

COUNCIL COMMITTEE REPORTS:

MAYOR'S REPORT:

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF PAYROLL:

Warrants #6673 through #6780 in the amount of \$135,045.10.

APPROVAL OF BILLS:

Warrants #~~771~~ through #~~767~~ in the amount of \$70,468.32

EXECUTIVE SESSION:

1. Claim for damages - Del-Mar Construction.
2. Personnel matter.

ADJOURN:



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

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

TO: CITY COUNCILMEMBERS  
FROM: GRETCHEN WILBERT, MAYOR  
SUBJECT: APPOINTMENT OF PLANNING COMMISSION MEMBER  
DATE: FEBRUARY 5, 1992

The appointment of Jeanne Stevens-Taylor to fill the vacancy on the City council also created a vacancy on the Planning Commission.

At the suggestion of some councilmembers, an invitation for appointment to the Planning Commission was extended to Jean Louis Gazabat II. Mr. Gazabat gratefully accepted the invitation, considered the commitment, and called Tuesday, February 4, 1992, to let us know he has decided to decline the appointment, in order to spend more time with his wife and family.

Fortunately, we had waiting in the wings another local resident who comes with a tremendous amount of experience and dedication toward the preservation of our lifestyle.

✓  
Carl Halsan has had a letter of interest in my file for almost a year. He has accepted my invitation to serve out the remaining term of Ms. Stevens-Taylor on the Planning Commission.

Action confirming the appointment of Mr. Halsan to the Planning Commission is hereby recommended.

RECEIVED

APR 11 1991

CITY OF GIG HARBOR

The Honorable  
Gretchen Wilbert  
Mayor of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert,

With the passage of the Growth Management Act in 1990, planning for the future of Gig Harbor will be paramount over the next few years. Annexations proposals, negotiating urban growth boundaries, preserving critical areas and implementing other policies contained in this and future legislation are issues that the Planning Commission, the City Council and the Mayor will need to consider. I would like to assist our city as we consider these important issues.

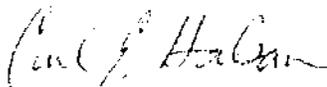
I grew up in Gig Harbor and attended Harbor Heights, Goodman, Peninsula and Gig Harbor High School. I earned an AAS degree from Fort Steilacoom Community College and a BAE in Geography from Western Washington University. I also have a BA in Urban and Regional Planning from Western and have done graduate work in environmental studies at The Evergreen State College.

I worked as a commercial fisherman on the FV Maria and taught in the Peninsula School District for a few years. Since 1989, I've been working for the Pierce County Planning and Natural Resource Management department. Last year, I was chosen to be part of the Executives Comprehensive Planning Team working for former County Councilman Chuck Gorden.

X Having a planner on the Planning Commission makes good sense. I fully understand the technical aspects of planning yet I maintain the global perspective necessary for making good recommendations regarding the future of land use in Gig Harbor.

Pressure on our public facilities and services, our transportation system and our environment is only going to increase. We should ensure that Gig Harbor's comprehensive plan is updated in a manner that provides for sensible growth and a diverse economy, while maintaining a small town atmosphere into the twentieth century. I would like to play an active role in our effort toward these goals.

Sincerely,



CARL E. HALSAN

3525 Harborview Drive  
858-2555

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 27, 1992

PRESENT: Councilmembers Frisbie, Platt, English, Markovich,  
and Mayor Wilbert.

PUBLIC COMMENT/DISCUSSION:

1. Al Iverson expressed concerns over the development of the Gig Harbor North area and stressed the need for an east-west road.
2. Dick Horrigan also discussed the importance of the construction of the east-west road.
3. Jim Madden expressed concerns over the quality of life for residents on Peacock Hill because there is so much traffic on the Peacock Hill Avenue. He also stressed the need for the east-west road.
4. Tom Morfee, representing the Peninsula Neighborhood Association,
5. Wade Perrow spoke in favor of Steve Ekberg and Jeanne Stevens-Taylor for the vacant council position.

INTERVIEW OF COUNCIL CANDIDATES:

The candidates presented themselves for questioning in the following order: Debra Vosburg, Gary McMains, Jeanne Stevens-Taylor, Steve Ekberg, Brian Ursino, and Jean Gazabat. Unfortunately, Ms. Vosburg, Mr. McMains, and Mr. Ursino had not been informed about the one year residency requirement and therefore were not eligible for the appointment.

MOTION: To go into executive session for the purpose of selecting a new councilmember.  
English/Frisbie - unanimously approved.

MOTION: To return to regular session.  
Frisbie/Platt - unanimously approved.

MOTION: To appoint Jeanne Stevens-Taylor to fill the vacant council seat.  
Frisbie/Platt - unanimously approved.

The oath of office was administered to Ms. Stevens-Taylor by Acting City Clerk Dennis Richards and she took her place on the council.

CALL TO ORDER: 8:09 p.m.

PUBLIC HEARING:

1. Critical Areas Ordinance - 1st reading.  
Planning Director Ray Gilmore explained the necessity of the ordinance and provided council with a summary.

There was no one speaking in favor of the ordinance.

Mr. Larry Oathout presented some information regarding salmon habitats along Donkey and Crescent Creeks.

Hearing no further comments, the public hearing was closed.

MINUTES:

MOTION: To approve the minutes of the meeting of January 13, 1992.  
English/Platt - unanimously approved.

CORRESPONDENCE:

1. 1991 summary of Gig Harbor/Mary Bridge WIC program.
2. Letter from Pierce County regarding Olympic Drive/Point Fosdick Project.

OLD BUSINESS:

1. Utility Local Improvement District #3 ordinance - 2nd reading.  
Public Works Director Ben Yazici provided council with an overview of the project and explained the participation of property owners.

Tom Semon, project engineer for the Peninsula School District provided an explanation of the map of the area.

MOTION: To adopt Ordinance #617.  
Frisbie/Stevens-Taylor - unanimously approved.

2. Appeal of Hearing Examiner's decision on VAR91-24: Jerkovich.  
Mr. Gilmore provided council with the background information on the proposed variance.

Nancy Jerkovich, applicant, spoke in favor of the variance.

Jack Bujacich spoke on Ms. Jerkovich's behalf in support of the request.

MOTION: To approve the variance as requested and recommended by staff provided the granting of this variance does not create a hardship on the surrounding uses and preserves the architectural heritage of the neighborhood. English/Frisbie - approved by a vote of 4 - 1 with Platt voting against.

3. Final plat approval - Regatta Subdivision (SUB90-01).  
Mr. Gilmore explained the correspondence he had received from the city's attorney relative to the lot sizes of the subdivision as directed by council.

Wayne Brooks, applicant, spoke in favor of the plat approval and provided answers to council's questions.

MOTION: To approve the subdivision and Resolution #342.  
Markovich/English - approved by a vote of 4 - 1 with Frisbie voting against.

4. Ordinance establishing position of City Administrator - 2nd reading.

MOTION: To adopt Ordinance #618.  
Frisbie/English - unanimously approved.

5. Rescind action to implement revised personnel policy.

MOTION: To rescind the proposed revised personnel policy and urge the implementation of a new policy as soon as possible.  
English/Markovich - approved by a vote of 4 - 1 with Frisbie voting against.

APPOINTMENT OF PLANNING COMMISSION MEMBER:

The Mayor introduced Mr. Larry Storset who had agreed to join the Planning Commission to fill the seat vacated by Corbett Platt's election to the City Council.

MOTION: To confirm the appointment of Larry Storset to the Planning Commission. His term to end

June, 1997.  
Frisbie/English - unanimously approved.

NEW BUSINESS:

1. Request for vacation of street - Nick Jerkovich.  
Mr. Yazici explained the request to vacate a portion of a public alley.

The applicants were directed to obtain information on prior owners of the land to determine ownership.

Carl Sletto, speaking on behalf of the Yacht Club, had some questions regarding access to the Yacht Club property.

MOTION: To approve Resolution #343 setting February 24, 1992 as the date for a public hearing regarding this vacation.  
Frisbie/Platt - unanimously approved.

*Need update on vacate*

2. Request for sewer service - Brooks Cumbie.  
Mr. Yazici explained the request.

Mr. Cumbie spoke in favor.

MOTION: To authorize the mayor to sign a utility service extension agreement with Mr. Cumbie for 15,000 gpd.  
Frisbie/Markovich - motion withdrawn.

MOTION: To table this issue until the meeting of February 10, 1992.  
English/Markovich - unanimously approved.

*talked for...*

3. Water service request - Emge/Torrens.  
Mr. Yazici explained the request for water service.

Jim Richardson spoke on behalf of the applicant.

MOTION: To approve the water service request with three conditions:

1. Within 36 months the applicant will install curbs, gutter, and sidewalks on one side of the street - the city to pay half the cost of installation.
2. The applicant must sign an agreement regarding a no-protest ULID which will be specifically recorded against the

- property.
3. All construction will be consistent with city standards.  
Frisbie/English - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

To have the city install the driveway portion on city property, the applicant is to provide the driveway on his property. Within three years the city will install curbs, gutter, and sidewalks to the water tank.  
Frisbie/English - unanimously approved.

4. Hearing Examiner report and recommendation on PUD91-01: Rush Construction.  
Mr. Gilmore explained the Hearing Examiner's report.

Geoff Moore, representing the applicant, spoke in favor of the project.

MOTION: To accept the findings of the Hearing Examiner and approve the project.  
Markovich/English - unanimously approved.

*Expl*

5. Hearing Examiner report and recommendation on SPR91-06: 7m Bagel and Deli.  
Mr. Gilmore presented the Hearing Examiner's report.

Jim Copeland, project designer, was available to answer questions.

MOTION: To accept the findings of the Hearing Examiner and approve Resolution #344.  
English/Stevens-Taylor - unanimously approved.

6. Hearing Examiner report and recommendation on SDP91-06/ VAR91-25: Logan.

MOTION: To table this issue until the applicant can be present.  
English/Platt - approved by a vote of 4 - 1 with Frisbie voting against.

7. PTI franchise agreement.  
Mr. Yazici presented the first reading of the ordinance for the PTI franchise agreement.

8. Shore Acres contract.

MOTION: To approve the contract with Shore Acres as recommended by the Public Works Director.  
Frisbie/English - unanimously approved.

9. Eden System computer system support contract.

MOTION: To approve the contract with the additional language:  
1. "Should EDEN offer any other first priority customer additional services at an hourly rate less than \$90, the City shall receive services at the lower of the two rates."  
2. Regarding the source code, "Said source code to be supplied to the City at no cost, should the City elect to terminate and/or not renew this agreement."  
Frisbie/English - unanimously approved.

10. Ordinance transferring a portion of Stinson Avenue from Pierce County - 1st reading.

11. Waterfront land acquisition ordinance - 1st reading.  
The Mayor presented information regarding the Gustafson/Gilich property

Charles Lindner, acting as agent for the city in the purchase, reported on the owner's response to the city's offer.

Paul Gustafson was available to answer questions.

Jack Bujacich spoke in favor of a waterfront park, but indicated he would be opposed to paying for such a park if it failed to include a fishermen's dock.

12. Election of Mayor Pro-tempore.

MOTION: To appoint Councilmember English as Mayor Pro-tempore.  
Frisbie/Stevens-Taylor - unanimously approved.

13. Upgrade of Engineering Technician position.  
Due to the lateness of the hour, Mr. Yazici asked that this item be discussed at the next council meeting.

DEPARTMENT MANAGERS' REPORTS:

1. Public Works.  
Mr. Yazici reported on the progress of several public works issues: treatment plant sludge hauling, the progress of the Soundview Drive project, and the treatment plant expansion. He also discussed the need for the creation of a Comprehensive Water Plan.

MOTION: To begin work on the creation of a Comprehensive Water Plan.  
Frisbie/Markovich - unanimously approved.

ANNOUNCEMENTS OF OTHER MEETINGS:

1. Household hazardous waste turn-in day, Wednesday, January 29, 1992.
2. Pierce County regional support network six-year plan, Wednesday, January 29, 1992.
3. Reception for Ken Moser, Tuesday, January 28, 1992.
4. Joint City Council/Planning Commission meeting, Tuesday, February 4, 1992, at 7:00 p.m.

APPROVAL OF BILLS:

MOTION: To authorize payment of warrants #8240 through #8242 and #8324 through #8384 in the amount of \$31,745.14.  
Frisbie/English - unanimously approved.

EXECUTIVE SESSION:

MOTION: To enter into executive session at 12:45 a.m. for the purpose of discussing the Ellsworth lawsuit and personnel issues.  
English/Frisbie - unanimously approved.

MOTION: To return to regular session.  
Markovich/English - unanimously approved.

MOTION: To accept the most recent offer by Mr. Michael Wilson to settle his claim with the city by payment of \$14,\_\_\_ plus \$750 for attorney's fees, additionally, to authorize the mayor to write a letter indicating that there was no intention at any time to associate any financial impropriety of Mr. Wilson with his termination. This is in exchange for a full release by Mr. Wilson from all claims for any cause.  
Markovich/English - approved by a vote of 4 - 1 with Frisbie voting against.

MOTION: To authorize the mayor to sign the Ellsworth settlement agreement as modified in executive session.  
English/Stevens-Taylor - approved by a vote of 4 - 0 with Markovich abstaining.

MOTION: To recess the meeting to Tuesday, January 28, 1992, at 7:00 p.m. for the purpose of discussing a contract with Mark Hoppen.  
English/Frisbie - unanimously approved:

Cassette recorder utilized.  
Tape 262 Side B 301 - end  
Tape 263 Both Sides  
Tape 264 Both Sides  
Tape 265 Side A 000 - end  
Side B 000 - 494.

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Mayor

CONTINUED MEETING OF JANUARY 27, 1992

HELD ON JANUARY 28, 1992

PRESENT: Councilmembers Frisbie, Stevens-Taylor, Platt, English, Markovich, and Mayor Wilbert.

MOTION: To return to regular session.  
unanimously approved.

CALL TO ORDER: 7:10 p.m.

EXECUTIVE SESSION:

MOTION: To enter into executive session for the purpose of discussing personnel issues.  
Frisbie/Platt - unanimously approved.

MOTION: To return to regular session.  
unanimously approved.

MOTION: To authorize the mayor to sign on behalf of the city a personal services contract entitled "Employment Agreement with Mark Hoppen" as City Administrator as set forth in the six-page agreement.  
Frisbie/English - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:  
To authorize approval subject to review by the city's attorney after review in the morning and approval of Mark Hoppen.  
Markovich/Frisbie - unanimously approved.

MOTION: To adjourn at 9:00 p.m.  
English/Stevens-Taylor - unanimously approved.

Cassette recorder utilized.  
Tape 265 Side B 495 - 557.

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Mayor

Ray

CITY OF GIG HARBOR  
RESOLUTION No. 345

1 WHEREAS, Nick and Nancy Jerkovich have requested a variance (VAR 91-24) from the height standards and rear yard requirements of the zoning code to construct an addition onto a single family dwelling which would be twenty-two (22) feet in height at it's highest point, where the zoning code limits height to sixteen (feet) and, to place a storage shed/shop within twenty feet of the rear property line where the zoning code limits the rear yard to thirty feet; 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,

2 WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated November 13, 1991 which limits the maximum height to seventeen feet, six inches (17' 6") and the total impervious coverage to forty-three (43) percent; and,

WHEREAS, the City of Gig Harbor Hearing Examiner (Pro-tem) conducted a public hearing on the application on November 20, 1991 to accept public comment on; and,

3 WHEREAS, the City of Gig Harbor Hearing Examiner (Pro-tem) has made specific findings and conclusions and denied the application in his report dated December 7, 1991; and,

4 WHEREAS, the applicants have filed a timely appeal in a letter to the City Council dated December 19, 1991; and,

WHEREAS, the Gig Harbor City Council has reviewed the record of the Hearing Examiner (Pro-tem), the appeal filed by the

applicants and the applicants' presentation before the City Council at its regular session of January 27, 1992.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

↳ That the findings, conclusions and recommendations of the Hearing Examiner in his reports dated December 7, 1991 are hereby REVERSED and the application for variance of the height limit and rear-yard is approved, subject to the following conditions:

1. The maximum height of the addition to the single family dwelling addition shall not exceed twenty-two (22) feet, as depicted on the architectural elevations submitted by the applicant.
2. The maximum impervious coverage of the parcel shall not exceed forty-three (43) percent.

Findings for approval of the variance are as follows:

1. The existing house is twenty-seven feet in height and the highest point of the addition adjoins the house below the highest point of the existing roof.
2. The proposed addition will not be visible from Harborview Drive.
3. The existing residence to the south of the property and most of the houses along Harborview Drive exceed the current height allowance of the zoning code.
4. The proposal preserves, in a reasonable manner, the design heritage of the neighborhood.
5. Location of the shop within twenty feet of

Resolution No.  
Page 3

the rear yard and the shed's parallel alignment with the long, narrow lot is necessary to permit the storage and maintenance of the owners fishing nets.

- ⑥. Granting of the variance for height and setback does not impose hardships on surrounding uses.

PASSED this 27th day of January, 1992.

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

ATTEST:

\_\_\_\_\_  
Dennis Richards  
Acting City Clerk

Filed with City Clerk: 1/23/92  
Passed by City Council: 1/27/92

7  
Ray

CITY OF GIG HARBOR  
RESOLUTION No. 346

WHEREAS, Gordon Rush (Rush Construction) has requested preliminary approval of a forty-three (43) lot single family residential subdivison as a planned unit development consisting of twenty-one (21), zero lot-line detached dwellings and twenty-two (22), attached townhouse-style single family dwellings on 5.39 acres situated south of Hunt Street and West of SR-16; and, PUD

WHEREAS, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of planned unit development subdivisions; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated November 13, 1991; and,

WHEREAS, the City of Gig Harbor Hearing Examiner (Pro-tem) conducted a public hearing on the application on November 20, 1991 to accept public comment on; and,

WHEREAS, the City of Gig Harbor Hearing Examiner (Pro-tem) has made specific findings and conclusions and has recommended denial of the application in his report dated December 9, 1991; and,

WHEREAS, the applicant, through his agent Geoff Moore of PAC-Tech Engineering and Development Services, filed a timely request for reconsideration of the Examiner's decision in a request dated December 19, 1991; and,

WHEREAS, the Hearing Examiner (Pro-tem), in consideration of the request filed by Mr. Moore, including exhibits, has made specific findings and conclusions in his report dated January 6, 1992, and which affirms the Examiner's original decision of denial of the application; and,

WHEREAS, the Gig Harbor City Council has reviewed the record

of the Hearing Examiner (Pro-tem) and has concluded that the analysis and recommendation of the Planning Department is valid and appropriate for this specific application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

That the findings, conclusions and recommendations of the Hearing Examiner in his reports dated December 9, 1991 and January 6, 1992 are hereby REVERSED and the findings, conclusions and recommendations of the planning staff report of November 13, 1991, is adopted and the application for a Planned Unit Development Subdivision and preliminary plat is granted, subject to the following conditions:

1. The requirements of the Gig Harbor Fire Code must be provided as follows:

A. Fire equipment access must be provided by a twenty eight foot wide paved road. Parking shall not be permitted on one side of the street and this area shall be clearly delineated as "No Parking, Fire Lane" in accordance with the standards established by the Fire District.

B. Fire hydrants and eight-inch water mains shall be provided within 150 feet of all portions of each building.

C. Fire hydrants and water mains must conform to Gig Harbor Public Works Department and Fire Marshal requirements and fire flow must conform to 1974 ISO Guide.

D. The private road designation must have a "Lane" designation as opposed to "Circle".

2. A storm water management plan shall be submitted to the Department of Public Works for review. Any

improvements required to mitigate storm water runoff shall be installed as per the requirements of the City of Gig Harbor prior to final plat approval.

3. Water and sewer lines must be separated by ten (10) feet of horizontal separation. Final detailed plans for stormwater retention, sewer and water, as prepared by a licensed engineer (Washington State) ~~shall be required for review and approval prior to final plat approval.~~ All required improvements shall be installed in accordance with the approved plans.

4. A ~~clearing and grading plan shall be submitted to the city prior to any site clearing or~~ construction. The plan shall include provisions for temporary erosion control and dust abatement. Trees which are to be retained as vegetative buffers shall be identified on the plan and clearly marked on the site. No grading shall be allowed within ten feet of the designated buffer areas.

5. Maintenance of all privately owned common facilities within the subdivision shall be the responsibility of the developer of the subdivision or a home owners association. If common facilities are to be maintained by a home owners association, the association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:

- A. The enforcement of covenants imposed by the landowner or developer.
- B. The levying and collection of assessments against all lots to accomplish the association's responsibilities.
- C. The collection of delinquent assessments

- through the courts.
- (D.) The letting of contracts to build, maintain and manage common facilities.
6. Based upon the traffic study prepared by Christopher Brown and Associates (October 18, 1991) for this project, the project proponent shall coordinate with the Washington Department of Transportation in participating on a fair share basis for necessary improvements to enhance the "F" level of service condition on the SR-16 eastbound/Pioneer Way intersection. Prior to final plat approval, the applicant shall provide written verification from the Department of Transportation that this condition has been satisfied.
7. Pursuant to R.C.W. 58.17.140, a final plat for the subdivision shall be filed within three (3) years of the preliminary approval date.
8. All minimum improvements as required in accordance with the City of Gig Harbor Subdivision Code (Title 16) shall be installed prior to final plat approval.
9. A final landscaping plan for the common areas within the plat shall be submitted to the Planning Department prior to finalization of the plat. The plan shall include provisions for a mechanical irrigation system. Landscaping shall be installed within one year of final plat approval.
10. In lieu of construction of required improvements prior to final plat approval, a bond equal to an amount of 120% of a contractors bid for all improvements required under the preliminary plat approval 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

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Page 5

twelve months of the date of the filing of the plat. 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.

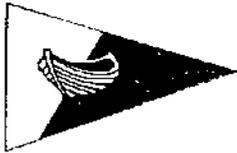
PASSED this 27th day of January, 1992.

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

ATTEST:

\_\_\_\_\_  
Dennis Richards  
Acting City Clerk

Filed with City Clerk: 1/23/92  
Passed by City Council: 1/27/92



*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 COUNCILMEMBERS  
FROM: *B.B.* BEN YAZICI, PUBLIC WORKS DIRECTOR  
RE: REQUEST FOR SEWER UTILITY - DON PERKINS  
DATE: FEBRUARY 7, 1992

Mr. Perkins requested sewer utility in early January to his property located on 96th Avenue NW, in the vicinity of the Women's Correction Center. The Council did not approve the request based on the fact Mr. Perkins could not supply the proposed land usage or amount of sewer flow needed.

He now is proposing to build an office building at that location and is requesting 231 gallons per day average sewer flow.

Mr. Perkins does not have to extend the sewer line, as the line serving the Correction Center passes through his property. The sewer line has sufficient capacity to accomodate the requested flow.

RECOMMENDATION:

I recommend Council motion to approve Mr. Perkin's request and authorize the Mayor to sign a Utility Extension and Capacity Agreement for up to 231 gallons of sanitary sewerage flow commitment.

UTILITY EXTENSION AND CAPACITY AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the City of Gig Harbor, Washington, hereinafter referred to as "the City" and Dan Perkins, Trustee, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City Sewer \_\_\_\_\_ system, hereinafter referred to as "the utility" and the City is willing to allow connection only upon certain terms and conditions in accord with City Resolutions 164 and 173, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this agreement.
2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on 96th St., NW, (vacated) (street or right-of-way) at the following location:  

The City Sewer System extension to the Women's Correction Center follows a line within a legal easement the full length of "subject property", 96th Street N.W. (vacated).
3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.
4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby



6. Connection Charges. As a condition of connecting to the City utility system, the Owner agrees to pay connection charges at the rate schedule applicable at the time the Owner requests to actually connect his property to the sewer utility system, in addition to any costs of construction. Any commitment payment that has not been forfeited shall be applied to the City's connection charge(s).

7. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the City limits as such rates exist, or as they may be hereafter adjusted.

8. Intervening Properties. In the event Owner's property lies more than one-quarter mile from the point at which connection to the City's utility system is to be made, and prior to any connection to the City utility system being allowed, Owner shall secure participation in, and connection to, the extended line from all intervening property owners located within 200 feet of the extended line through an agreement between the City and such intervening property owners with mutually agreeable terms and conditions for connecting to the system.

9. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by Pierce County or other jurisdictions.

10. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of such facilities by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

(A) As built plans or drawings in a form acceptable to the City Public Works Director;

(B) Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such main line by the City, in a form approved by the City Attorney;

(C) A bill of sale in a form approved by the City Attorney; and

(D) A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the main line and/or other capital facilities will remain free from defects in workmanship and materials for a period of 3 years.

11. Annexation. The Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees that the City may execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and that the signature of the Owner on this agreement shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. This agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexation.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions:

(a) The use of the property will be restricted to (check one):

- Single Family  
 Commercial  
 Industrial  
 Multiple Family

- ⑥ The development or redevelopment shall comply with all requirements of the City comprehensive land use plan, zoning code and building regulations for similar development or redevelopment in effect at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall not result in a development which does not conform to City standards.

13. Other Terms and Conditions. The Owner agrees to abide by and comply with other terms and conditions that the City has established as set forth below:

14. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

15. Late-Comer Reimbursement. The City agrees to provide reimbursement payment(s) to the Owner for the costs incurred in the installation of certain of the required water and sewerage improvements all in accordance with the following terms:

a. Term:

The duty to reimburse shall extend for ten (10) years from the date the engineering plans for the extension work have been approved by the City and thereupon shall terminate.

b. Notice:

It shall be the responsibility of the Owner to provide the City with notice of entitlement of reimbursement before the City will be obligated for disbursement of late-comer reimbursement monies.

c. Amount:

The amount subject to reimbursement shall equal the actual provable cost of the following components of construction:

- i) The costs of sewerage or water improvements installed within the city limits extending from the existing city sewerage or water systems to the Owner's property identified above in Section 2.
- ii) The costs of sewerage or water construction within the state right-of-way.
- iii) The cost associated with added sizes of sewerage or water facilities which are above the minimums required to adequately serve the needs of the subject properties and listed uses as determined by the City. Owners shall provide invoices of actual expense to the City for approval prior to establishment of the amounts subject to reimbursement. The cost shall be determined upon final acceptance by the City.
- iv) Lines and equipment to be subject to late-comer reimbursement shall be identified as such on as-built plans submitted to the City.

d. Contributory Area:

Reimbursement payments shall be required prior to actual connection of water or sewer service to any property located within the "contributory area" as outlined in the drawing marked Exhibit "B" for water and Exhibit "C" for sewer, both of which are attached hereto and fully incorporated herein by this reference.

e. Amount of Reimbursement:

Reimbursement shall be on an acreage basis in accordance with the results of the application of the following formula:

$$\begin{array}{lcl} \text{No. of Acres} & & \text{Amount to be} \\ \text{to be Connected} & = & \text{Reimbursed} \\ \text{Total Acres Within} & & \text{Total Cost of} \\ \text{Contributory Area} & & \text{Reimbursable Expense} \end{array}$$

The City shall assess a five percent (5%) administrative fee for maintaining late-comer reimbursement records and files which shall be deducted from the amount(s) reimbursed to the Owner. Reimbursement may be deferred by the City until the total of all sums due Owners at any one time is at least One Hundred Dollars (\$100.00).

16. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

17. Specific Enforcement. In addition to any other remedy provided by law or this agreement, the terms of this agreement may be specifically enforced by a court of competent jurisdiction.

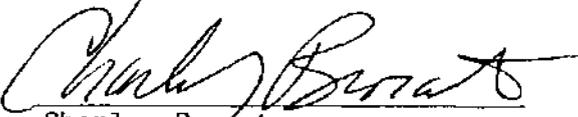
18. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this agreement with the Pierce County Auditor shall be borne by the Owner.

19. Attorneys' Fees. In any suit or action seeking to enforce any provision of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

CITY OF GIG HARBOR

OWNER

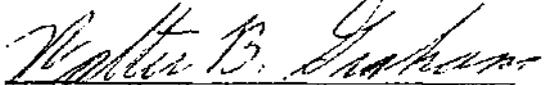
\_\_\_\_\_  
Mayor

  
Charles Brocato

ATTEST:

OWNER

\_\_\_\_\_  
City Administrator/Clerk

  
Walter B. Graham

APPROVED AS TO FORM:

OWNER

\_\_\_\_\_  
City Attorney

  
Mildred I. Niemann

OWNER

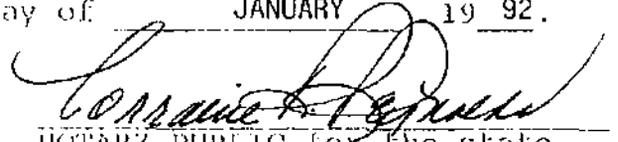
  
Dan L. Perkins

ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that CHARLES BROCATO signed this instrument and acknowledged it to be (his/hisr) free and voluntary act for the purposes mentioned in this instrument.

DATED this 13 day of JANUARY 19 92.

  
NOTARY PUBLIC for the state  
of Washington residing at  
Gig Harbor  
My commission expires 6/15/93.

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for the state  
of Washington residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

ACCEPTED by the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

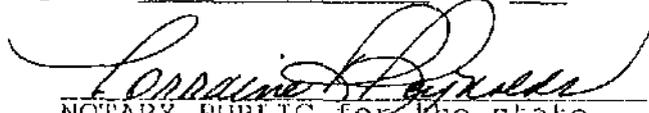
\_\_\_\_\_  
Mayor

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )SS:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that WALTER B. GRAHAM signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this 13 day of JANUARY, 19 92.



NOTARY PUBLIC for the state  
of Washington residing at  
GIG HARBOR  
My commission expires 6/15/93.

STATE OF WASHINGTON )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ (he/she) \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

NOTARY PUBLIC for the state  
of Washington residing at  
My commission expires \_\_\_\_\_.

ACCEPTED by the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

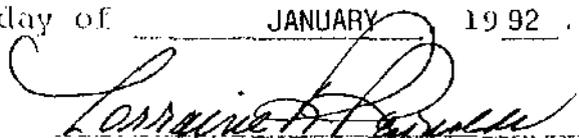
\_\_\_\_\_  
Mayor

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )SS:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that MILDRED I. NIEMANN signed this instrument and acknowledged it to be (~~his~~/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this 13 day of JANUARY 1992.

  
\_\_\_\_\_  
NOTARY PUBLIC for the state  
of Washington residing at  
GIG HARBOR  
My commission expires 6/15/93.

STATE OF WASHINGTON )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ (he/she) \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for the state  
of Washington residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.

ACCEPTED by the City of Gig Harbor this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Mayor

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that DAN L. PERKINS signed this instrument and acknowledged it to be (his/his) free and voluntary act for the purposes mentioned in this instrument.

DATED this 13 day of JANUARY, 19 92 .

*Lorraine A. Perkins*  
NOTARY PUBLIC for the state  
of Washington residing at  
GIG HARBOR  
My commission expires 6/15/93 .

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ (he/she) \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

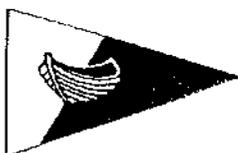
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ .

NOTARY PUBLIC for the state  
of Washington residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_ .

ACCEPTED by the City of Gig Harbor this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_ .

Mayor





*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 COUNCILMEMBERS  
FROM: *BBJ* BEN YAZICI, PUBLIC WORKS DIRECTOR  
RE: PTI FRANCHISE ORDINANCE - 2ND READING  
DATE: FEBRUARY 7, 1992

Pacific Telecom Incorporated does not have a franchise agreement with the City of Gig Harbor. At their request, we have developed the enclosed ordinance which grants franchise to them.

This franchise is very similar to the one we presented to Peninsula Light Company. The term of the agreement is 25 years.

RECOMMENDATION:

The Public Works Director recommends a Council motion to approve the enclosed ordinance which grants Pacific Telecom Inc., a franchise to operate within the city right of way.

0008.080.002  
WDT/srh  
12/18/91  
r:1/23/92

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO TELEPHONE UTILITIES OF WASHINGTON, INC., A WASHINGTON CORPORATION, d/b/a PTI COMMUNICATIONS COMPANY, INC., A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN AERIAL AND UNDERGROUND TELECOMMUNICATIONS EQUIPMENT, ELECTRONICS, HARDWARE OR DEVICES OF ANY KIND USED FOR THE PURPOSE OF PROVIDING TELECOMMUNICATIONS SERVICES ON, UNDER, ALONG, OVER AND ACROSS THE PUBLIC STREETS AND ALLEYS OF THE CITY OF GIG HARBOR, WASHINGTON.

---

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public streets and rights-of-way, and

WHEREAS, this ordinance has been introduced more than five (5) days prior to its passage by the City Council, and

WHEREAS, this ordinance has been submitted to the City Attorney and has received at least a majority vote of the entire City Council, now, therefore,

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

Section 1. Telephone Utilities of Washington, Inc., dba PTI Communications, a Washington corporation, hereafter designated as PTI Communications, its successors or assigns, are hereby given and granted the nonexclusive right and franchise to construct, operate and maintain aerial and underground telecommunications equipment, electronics, hardware or devices of any kind used for

the purpose of providing telecommunications services under, along, across and over all of the City streets and alleys as now existing or whether hereafter constructed or dedicated.

Section 2. Said franchise encompasses all existing communication lines, and authorizes construction and maintenance of such new lines and underground communications cables as may hereafter be constructed by PTI Communications for providing communication services to private citizens, public bodies, or any other entity requesting communication service.

Section 3. General Construction Limitations and Conditions.

A. PTI Communications's facilities shall be so located or relocated and so erected so as to interfere as little as possible with traffic or with such streets, avenues, highways, bridges and other public places and egress, ingress to abutting property, provided, however, *Pacific Telephone Inc.* PTI Communications shall not break up, block or disturb any streets or other public thoroughfare without prior written permission from the City. All such construction and installation work, whenever same crosses any of the public properties, shall be done under the supervision of and upon the inspection of the City and PTI Communications shall timely submit to the City, prior to any such work, detailed plans and specifications of any such proposed work. The location of any franchise property in a street or other public area shall be subject to the approval of the City and such approval shall be given in writing and PTI Communications shall be subject to all

applicable ordinances, regulations, permits or licenses as provided by the ordinances of the City as they now exist or as they are amended.

B. During any period of construction, all surface structures, if any, shall be erected and used in such places and positions within said public right-of-way and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and PTI Communications shall at all times post and maintain proper barricades during any such period of construction as is required by the laws and statutes of the State of Washington and the City. Any portion of the streets so excavated shall within a reasonable time as quickly as possible after said excavation be restored and replaced by PTI Communications at its sole cost and expense in at least as good condition as it was immediately prior to the time of such excavation and to be performed in accordance with the applicable rules and regulations of the City.

Section 4. Temporary Removal and Relocations by PTI Communications. PTI Communications agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street or other public property any of its installation when so required by the City by reason of traffic condition, public safety, street vacation, dedications of new rights-of-way and the establishment or improvement thereof, including widening, freeway construction, change or establishment of street grade or the construction of any public improvement or

structure by any governmental agency acting in a governmental capacity, provided that PTI Communications shall in all such cases have the privilege to temporarily bypass or permanently relocate, in the authorized portion of the same street or right-of-way upon approval by the City, any section of its cable or appurtenances to be so temporarily disconnected or removed.

Section 5. Raising and Moving Wires. If the raising or moving of wires is required by any party other than the City, at any time to enable use of the streets, or other public rights-of-way or properties, such party shall make written application at least fifteen days in advance of such required use, and PTI Communications shall raise or move said cable, wires and/or other equipment at the expense of the applicant, payable in advance. If the request is made by the City, PTI Communications shall raise or move the same at no charge to the City.

Section 6. The City of Gig Harbor, in the granting of this franchise, does not waive any rights which it now holds or hereafter may acquire to regulate the use and control of the City streets and alleys covered by this franchise.

Section 7. PTI Communications shall indemnify, defend, and hold harmless the City of Gig Harbor, its officers, agents and employees from any and all claims, suits, demands and judgments for damages, costs and reasonable attorney's fees incurred or alleged to have been incurred by any person, including PTI Communications's own employees, and alleged to have arisen directly or indirectly, in whole or in part, from any act or omission on the part of PTI

Communications, its officers, agents, contractors and employees, including, without limitation, the placement, maintenance, repair of electrical poles, appurtenances, wires and other equipment, regardless of whether it is also alleged the City of Gig Harbor, its officers, agents and employees caused or contributed thereto; provided, however this indemnity shall not apply if said damages result from the sole negligence of the City of Gig Harbor, its officers, agents and employees.

Section 8. If at any time the City of Gig Harbor shall change the width, grade or location of its streets, sidewalks or alleys, or install or change its underground utilities or install or change its open drainage facilities, PTI Communications shall upon request of the City, upon thirty (30) days written notice, at its sole expense relocate its facilities maintained pursuant to this franchise in the manner and at the location as directed by the City.

Section 9. This franchise is non-exclusive and does not divest the City of Gig Harbor of the power to grant other franchises for the same or other purposes upon the streets and alleys of the City.

Section 10. Public Liability Insurance. PTI Communications shall maintain in full force and effect during the life of this franchise issued pursuant to this ordinance commercial general insurance naming the City, its officials, employees and agents as additional insureds, and requiring thirty (30) days written notice to the City of any cancellation or material change

thereof, with an insurance company authorized to do business in the State of Washington, in amounts as determined by the City but in no event shall the coverage be less than six million dollars (\$6,000,000) per occurrence, combined single limit for property damage and bodily injury. A certificate or certificates evidencing the effectiveness of said policy or policies, authenticated by the insurance carrier or carriers shall be filed with the City Clerk and likewise authenticated proof of renewals shall be filed showing the above coverage for the duration of the franchise.

Section 11. Where new poles are placed upon the streets and alleys of the City, they shall be placed and located, unless otherwise permitted by the City authority, centered six feet from the right-of-way line. And unless otherwise permitted by such authority the minimum vertical clearance for new or rebuilt overhead electrical power lines upon said streets and alleys shall be 18. The measurement to be from the high point of the street or alley for crossing lines and from ground level on non-crossing lines.

Section 12. Where underground cables and appurtenances are installed or constructed by PTI Communications under the streets and alleys of the City, PTI Communications shall, unless otherwise permitted by the authority of the City, install and construct the same as follows:

A. Underground communication cables shall cross said streets or alleys at a minimum depth of 36 inches below the surface of the finished roadway. Said cables shall be in metal or schedule

80 PVC conduit under said finished roadway. When trenches are cut for placement of above, the cut roadway shall be patched with a like roadway surface material.

B. Underground communication cables placed longitudinally on the streets or alleys shall be confined on a five foot wide strip abutting the right-of-way line. Said cables shall be buried a minimum depth of 30 inches below the ground (street) line.

C. Fiber optic cable may be installed under the terms of this franchise under such conditions are approved by the Public Works Director of the City, provided however, that PTI Communications hereby releases the City from any claim for damage, lost profits and other expenses arising from damage to said fiber optic cables unless said damage is solely caused by any negligent act of the City.

Section 13. The term of this franchise shall be for twenty-five (25) years, commencing the \_\_\_ day of \_\_\_\_\_ 199\_, and ending the \_\_\_ day of \_\_\_\_\_, 2016, conditioned upon the acceptance in writing thirty (30) days by PTI Communications ~~of the~~ terms and conditions herein imposed.

Section 14. Revocation. PTI Communications covenants and agrees, for itself, its successors and assigns, that in the event of any neglect, failure, refusal or omission to comply with any of the terms, conditions and regulations of any franchise and the rules and ordinances of the City, that the City may give notice

of such default, and if such default has not been corrected or the conditions of the franchise have not be complied with within thirty (30) days after receipt of such a notice, then any franchise and all rights accruing thereunder shall be immediately subject to forfeiture and termination, at the option of the City. PTI Communications shall thereupon immediately and at its sole expense, remove all lines, poles and other appurtenances from the City right of way, and restore the right of way to its prior condition.

Section 15. 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 16. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary which is hereby approved.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK,

APPROVED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

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

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

AN ORDINANCE of the City of Gig Harbor, Washington, providing for the submission to the ~~qualified electors~~ of the City at a special election to be held therein on April 7, 1992, of a proposition authorizing the City to issue its general obligation bonds in the aggregate principal amount of not to exceed \$2,000,000, for the purpose of providing funds to acquire land for a waterfront park.

WHEREAS, the best interests and welfare of the inhabitants of the City of Gig Harbor, Washington (the "City") requires the City to acquire land for a waterfront park; and

WHEREAS, in order to provide financing for the construction and furnishing of such facilities, it is deemed necessary and advisable that the City issue and sell its unlimited tax levy general obligation bonds in the principal amount not to exceed \$2,000,000; and

WHEREAS, the constitution and laws of the State of Washington provide that the question of whether or not the City may issue such bonds be submitted to the qualified electors of the City for their ratification or rejection;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN, as follows:

Section 1. Findings. The City Council hereby finds that the best interests and welfare of the inhabitants of the City require the City to undertake the Project hereinafter described at the time or times and in the order and in the manner deemed most necessary and advisable by the City Council.

Section 2. Authorization of Project and Bonds.

The City shall acquire land to be improved and developed as a waterfront park (the "Project"). The cost of all necessary consulting services, inspection and testing, administrative expenses, on- and off-site utilities and other costs incurred in connection with the Project shall be deemed a part of the costs of the Project. The Project shall be completed with all necessary appurtenances and related facilities.

For the purpose of providing part of the funds necessary to pay the costs of the Project, including all costs of financial, legal and other services lawfully incurred incident thereto, and to the issuance of bonds, the City shall issue and sell its general obligation bonds in the aggregate principal amount of not to exceed \$2,000,000 (the "Bonds"). The Bonds shall be issued in an aggregate principal amount not exceeding the amount approved by the qualified electors of the City. Both the principal of and interest on the Bonds, unless paid from other sources, shall be payable out of annual tax levies to be made on all the taxable property within the City without limitation or amount. None of the proceeds of said Bonds shall be used for the replacement of equipment or for other than a capital purpose.

The expenditure of Bond proceeds shall be made in accordance with its budgets as duly approved from time to time.

If the City Council shall determine that it has become impractical to accomplish the Project substantially, by reason of changed

conditions or increased costs, the City Council may make such changes in the size, timing, scope or details of the Project as it shall deem reasonable or, if for such reasons the City Council deems it in the best interests of the City, the City Council shall not be required to accomplish any portion of the Project and may apply unexpended Bond proceeds to the payment of principal of or interest on the Bonds.

If available funds are sufficient, the City shall acquire, construct and equip other capital improvements, as determined necessary by the City Council or shall apply proceeds of the Bonds or to the payment of principal of or interest on the Bonds, as the City Council in its discretion shall determine.

The Bonds to be issued shall be issued in such amounts and at such time or times as found necessary and advisable by the City Council. The Bonds may be issued in one or more series and shall bear interest payable at a rate or rates not to exceed a maximum rate authorized by the City Council. The Bonds shall mature in such amounts and at such times within a maximum term of 20 years from date of issue, but may mature at an earlier date or dates as authorized by the City Council and as provided by law. The exact date, form, terms, options of redemption, maturities and conditions of sale of the Bonds shall be as hereafter fixed by ordinance or ordinances of the City Council passed for such purpose. After voter approval of the bond proposition and in anticipation of the

issuance of the Bonds, the City may issue short term obligations as authorized by Chapter 39.50 RCW.

Section 3. Bond Election. It is hereby found and declared that an emergency exists requiring the submission to the qualified electors of the City of a proposition authorizing the City to issue bonds for the purpose of undertaking the Project, at a special election to be held therein on the 7th day of April, 1992. The Pierce County Auditor as ex officio supervisor of elections is hereby requested also to find the existence of such emergency and to assume jurisdiction of and to call and conduct said special election to be held within the City and to submit to the qualified electors of the City the proposition hereinafter set forth.

The City Clerk is hereby authorized and directed to certify the following proposition to the Pierce County Auditor in the following form:

CITY OF GIG HARBOR  
PROPOSITION NO. 1  
PARK BONDS - \$2,000,000

For the purpose of acquiring land for a waterfront park, shall the City of Gig Harbor issue up to \$2,000,000 of general obligation bonds payable, both principal and interest, out of annual property tax levies in excess of constitutional or statutory tax limitations, maturing within a maximum term of 20 years, all as provided in Ordinance # \_\_\_\_\_ of the City?

BONDS, YES . . . . . [ ]

BONDS, NO . . . . . [ ]

Certification of such proposition by the City Clerk to the Pierce County Auditor, in accordance with law, prior to the date of such election on April 7, 1992, and any other act consistent with this authority and prior to the effective date of this ordinance, are hereby ratified and confirmed.

Section 4. Levy Authorized. The City shall annually levy a tax on all the taxable property within the City, in excess of regular property tax levies, in an amount sufficient, together with other funds available for such purposes, to pay principal and interest on the Bonds.

Section 5. Severability. In the event any one or more of the provisions of this ordinance shall for any reason be held to be invalid, such invalidity shall not affect or invalidate any other provision of this ordinance or the Bonds, but this ordinance and the Bonds shall be construed and enforced as if such invalid provision had not been contained herein; provided, that any provision which shall for any reason be held by reason of its extent to be invalid shall be deemed to be in effect to the extent permitted by law.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED on January \_\_\_\_, 1992 and PASSED by the Council of  
the City of Gig Harbor, Washington, at a regular meeting thereof,  
held on the \_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF GIG HARBOR, WASHINGTON

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



CERTIFICATE

I, the undersigned, Clerk of the City of Gig Harbor, Washington (the "City"), and keeper of the records of the City Council (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. \_\_\_\_\_ of the Council (herein called the "Ordinance"), introduced at a regular meeting on \_\_\_\_\_ 1992 and passed at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

2. That said meetings were duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meetings was given; that a legal quorum was present throughout the meetings and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this \_\_\_\_\_ day of February, 1992.

\_\_\_\_\_  
City Clerk

[CITY SEAL]

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

CITY OF GIG HARBOR, WASHINGTON

AN ORDINANCE of the City of Gig Harbor, Washington, providing for the submission to the qualified electors of the City at a special election to be held therein on April 7, 1992, of a proposition authorizing the City to issue its general obligation bonds in the aggregate principal amount of not to exceed \$2,000,000, providing funds to acquire land for a waterfront park.

Introduced on \_\_\_\_\_, 1992  
Passed on \_\_\_\_\_, 1992

Prepared by:

PRESTON THORGRIMSON SHIDLER GATES & ELLIS

Seattle, Washington

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\* The Cover Page and this Table of Contents are not part of this Ordinance and are provided for convenience of the reader only.

CITY OF GIG HARBOR

O F F I C I A L B A L L O T

PARK BONDS

April 7, 1992

---

---

INSTRUCTION TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the words "BONDS, YES"; to vote against the following proposition, place a cross (X) in the square opposite the words "BONDS, NO."

---

---

PROPOSITION NO. 1

PARK BONDS - \$2,000,000

For the purpose of acquiring land for a waterfront park, shall the City of Gig Harbor issue up to \$2,000,000 of general obligation bonds payable, both principal and interest, out of annual property tax levies in excess of constitutional or statutory tax limitations, maturing within a maximum term of 20 years, all as provided in Ordinance # \_\_\_\_\_ of the City?

BONDS, YES . . . . . [ ]

BONDS, NO . . . . . [ ]

NOTICE OF SPECIAL ELECTION

CITY OF GIG HARBOR  
PARK BONDS

April 7, 1992

---

NOTICE IS HEREBY GIVEN that on Tuesday, April 7, 1992, a special election will be held in the above-named city for the submission to the qualified electors of said city of the following proposition:

PROPOSITION NO. 1

PARK BONDS - \$2,000,000

For the purpose of acquiring land for a waterfront park, shall the City of Gig Harbor issue up to \$2,000,000 of general obligation bonds payable, both principal and interest, out of annual property tax levies in excess of constitutional or statutory tax limitations, maturing within a maximum term of 20 years, all as provided in Ordinance # \_\_\_\_\_ of the City?

BONDS, YES . . . . . [ ]

BONDS, NO . . . . . [ ]

The special election shall be held at the regular polling places in each precinct within the City at the following addresses:

Precincts

Polling Places

Said polling places shall be open from 7:00 o'clock a.m. to 8:00 o'clock p.m.

---

Pierce County Auditor



0008.020.002  
WDT/srh  
01/02/92

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PIERCE COUNTY FOR THE ANNEXATION OF A SEGMENT OF 38TH AVENUE NORTHWEST, ALSO KNOWN AS STINSON AVENUE.

WHEREAS, the City of Gig Harbor and Pierce County have agreed to an adjustment of the City's boundary to encompass a portion of 38th Avenue Northwest (also known as Stinson Avenue), and

WHEREAS, Pierce County has enacted Ordinance No. 91-112 which authorized the Pierce County Executive to sign an agreement with the City of Gig Harbor to adjust the boundary of the City, pursuant to RCW 35.21.790, and

WHEREAS, the City Council finds that the proposed boundary line adjustment will be in the best interest of 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 Mayor is hereby authorized to sign that certain agreement signed by the Pierce County Executive on November 26, 1991 and which is attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full.

Section 2. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary which is hereby approved.

Section 3. 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.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK,

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

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

COPIES RECEIVED

NOV 14 1991

JOHN W. L...  
PIERCE COUNTY PUBLIC DEFENDER & ATTORNEY

FILE NO. 66 PROPOSAL NO. 91-112

Sponsored by: Councilmember Paul Cyr

Requested by: Pierce County Executive/Public Works Department

ORDINANCE NO. 91-112

AN ORDINANCE OF THE PIERCE COUNTY COUNCIL APPROVING AND AUTHORIZING THE PIERCE COUNTY EXECUTIVE TO SIGN AN AGREEMENT WITH THE CITY OF GIG HARBOR FOR THE ANNEXATION OF A SEGMENT OF 38TH AVENUE N.W., A COUNTY ROAD.

WHEREAS, the State of Washington re-constructed State Road No. 16 in a manner that has caused 38th Avenue N.W., a county road, to become a dead-end on each side of State Road No. 16; and

WHEREAS, the segment of 38th Avenue N.W. on the easterly side of State Road No. 16 (the easterly segment) no longer connects to the Pierce County road system; and

WHEREAS, the City of Gig Harbor desires the easterly segment to become part of its street system; and

WHEREAS, it would serve the public use and necessity and provide for the public health, safety, and welfare if the easterly segment would become a part of the street system of the City of Gig Harbor; and

WHEREAS, RCW 35.21.790 expressly provides for the revision of municipal corporate limits by agreement between the affected county and city or town so as to include or exclude a segment of a public street, road, or highway from the corporate limits of the city or town;

NOW, THEREFORE, BE IT ORDAINED by the Council of Pierce County:

Section 1. The Council of Pierce County hereby approves the agreement with the City of Gig Harbor as set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. The Pierce County Executive is hereby authorized to sign said Agreement and to send it to the City of Gig Harbor Council

1 ORDINANCE NO. 91-112 continued

2  
3  
4 for approval and signature.

5 PASSED this 5<sup>th</sup> day of November, 1991.

6 PIERCE COUNTY COUNCIL  
Pierce County, Washington

7 [Signature]  
8 Council Chair

9 ATTEST:

9 [Signature]  
10 Clerk of the Council

11 PIERCE COUNTY EXECUTIVE

12 [Signature]  
Approved  Vetoed   
this 12<sup>th</sup> day of Nov.,  
1991.

12 Approved As To Form Only:

13 [Signature] 7.2.91  
14 Deputy Prosecuting Attorney

AGREEMENT

1  
2  
3 THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of  
4 \_\_\_\_\_, 1991, by and between PIERCE COUNTY, a municipal  
5 subdivision of the State of Washington and CITY OF GIG HARBOR, A  
6 MUNICIPAL CORPORATION .

7 WHEREAS, The State of Washington re-constructed State Road No. 16  
8 in such a manner so as to cause 38th Avenue N.W., a county road, to  
9 become a dead-end on each side of State Road No. 16; and

10 WHEREAS, the segment of 38th Avenue N.W. on the easterly side of  
11 State Road No. 16 (the easterly segment) no longer connects to the  
12 Pierce County road system; and

13 WHEREAS, the easterly segment is a continuation of Stinson  
14 Avenue, a City of Gig Harbor street; and

15 WHEREAS, the City of Gig Harbor desires the easterly segment to  
16 become part of it street system;

17 WHEREAS, it would serve the public use and necessity and provide  
18 for the public health, safety and welfare if the easterly segment  
19 would become a part of the street system of the City of Gig Harbor;  
20 and

21 WHEREAS, R.C.W. 35.21.790 expressly provides for the revision of  
22 a municipal corporate limits by agreement between the affected county  
23 and city or town so as to include or exclude a segment of a public  
24 street, road or highway from the corporate limits of the city or town;

25  
26 NOW, THEREFORE, in consideration of the mutual promises, and  
27

EXHIBIT "A" TU 91-112 (cont'd)

1 benefits to be derived by each of the parties, it is

2 HEREBY AGREED AS FOLLOWS:

3 1. The corporate limits of the City of Gig Harbor shall hereby be  
4 revised to include the following described segment of 38th Avenue  
5 N.W.:

6 That portion of 38th Avenue N.W. lying south of the City of Gig  
7 Harbor limits and northerly of a line parallel with and 70 feet  
8 northeasterly of the CR3 line of State Road No. 16 as shown on  
9 that certain map of definite location now of record and on file  
10 in the Office of the Director of Highways at Olympia, Washington,  
11 bearing the date of March 19, 1970 and revised May 26, 1972. All  
12 being in the southeast quarter of Section 7 and in the southwest  
13 quarter of Section 8, Township 21 North, Range 2 east of the  
14 Willamette Meridian.

15 2. This agreement shall be effective when approved by ordinance of  
16 the City of Gig Harbor and by ordinance of Pierce County.

17  
18 IN WITNESS WHEREOF, the parties hereto have caused this contract  
19 to be duly executed, such parties acting by their representatives  
20 being thereunto duly authorized.

21 CITY OF GIG HARBOR

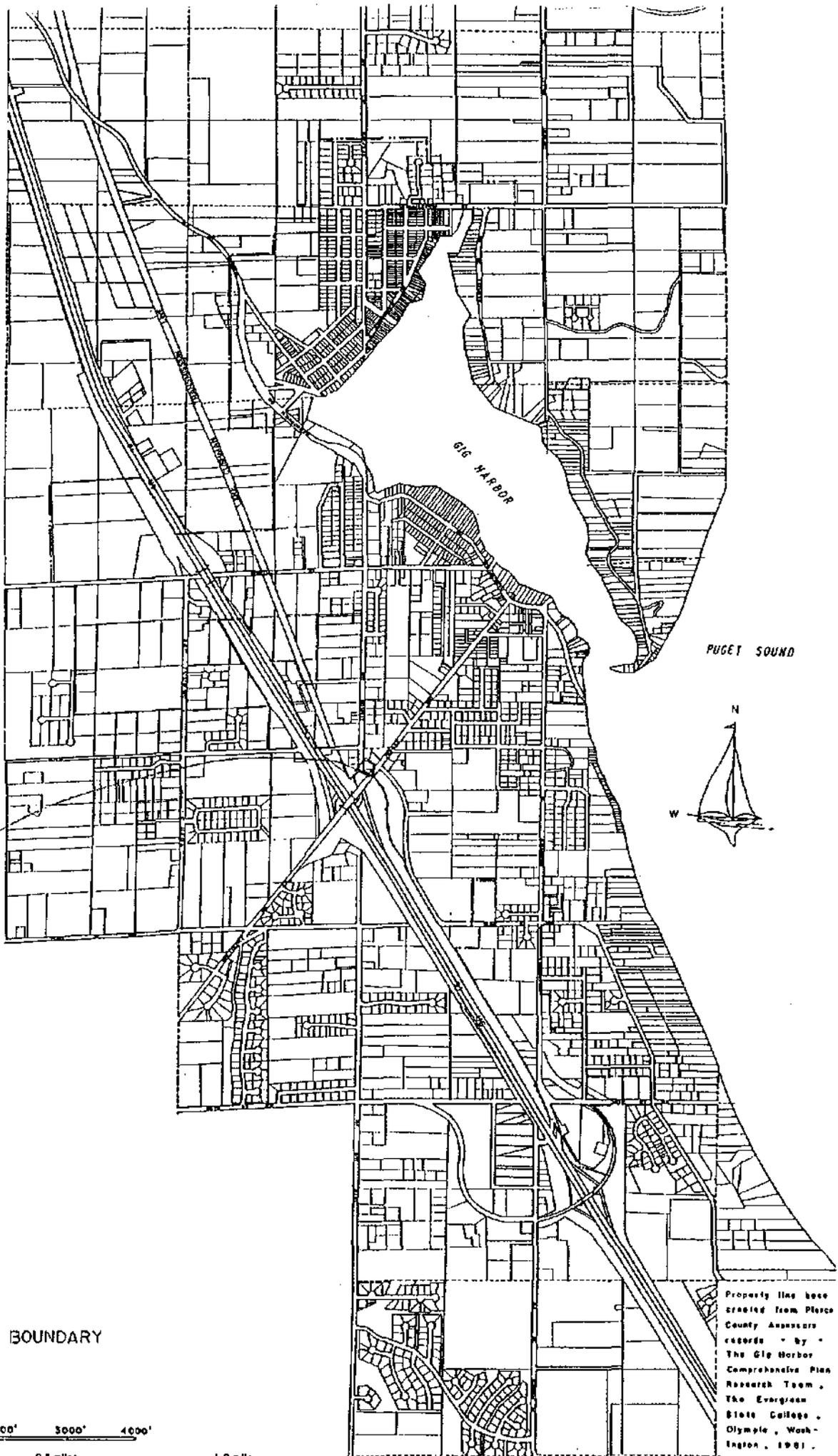
22 By: Gretchen S. Wilbert, Mayor

23 Signed this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 1991.

25 ATTEST:

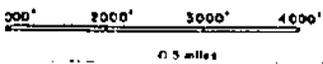
26 Michael R. Wilson  
27 City Administrator

28 Signed this \_\_\_\_\_ day of  
\_\_\_\_\_, 1991



Area

— CITY BOUNDARY



Property lines have been traced from Pierce County Assessor's records - by - The Gig Harbor Comprehensive Plan Research Team, The Evergreen State College, Olympia, Wash., 1981.





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

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

June 29, 1993

John P. Wilson  
Gray & Osborne, Inc.  
701 Dexter Avenue North #200  
Seattle, WA 98109

re: Amendment to Professional Services Contract

Dear John:

The City Council, at their regular meeting held Monday, June 28, 1993, approved the amendment to the Professional Services Contract between the City of Gig Harbor and Gray & Osborne, Inc., titled "Addendum No. 2 - Contract for Engineering Services."

This addendum provides for engineering services related to modifications to the Wastewater Treatment Plant Expansion project and the design of an Autothermal Thermophilic Aerobic Digestion System and an Effluent Dechlorination System, as detailed in Section II of the Addendum, at a cost not to exceed \$22,000.00.

Enclosed for your records is a copy of the Addendum No. 2, which has been signed by the Mayor.

We look forward to receiving your report.

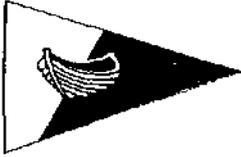
Sincerely,

Ben Yazici  
Director of Public Works

Enc.

cc: Mayor Gretchen Wilbert  
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

*Handwritten initials or signature*

TO: *Handwritten initials* MAYOR WILBERT AND COUNCILMEMBERS  
FROM: *Handwritten initials* RAY GILMORE, PLANNING DIRECTOR  
DATE: FEBRUARY 6, 1992  
SUBJECT: ANNEXATION 91-03 -- 1ST READING OF ORDINANCE

Attached for your review and consideration is an ordinance for the annexation of 10+ acres lying contiguous to the City of Gig Harbor, west of Randall Drive NW. Resolution #318, annexing the subject area, was passed by Council on August 8, 1991, following a public hearing.

The annexation proposal has been reviewed by the Pierce County Boundary Review Board and has been waived from further review. Adoption of the ordinance at a second reading is scheduled for February 24, 1992.

3

CITY OF GIG HARBOR

ORDINANCE NO.

AN ORDINANCE ANNEXING TO AND INCORPORATING WITHIN THE CITY OF GIG HARBOR CERTAIN UNINCORPORATED TERRITORY LYING WEST OF RANDALL DRIVE NW AND EAST OF GIG HARBOR BAY, CONTIGUOUS TO THE CITY OF GIG HARBOR.

WHEREAS, it has been determined that the best interest and general welfare of the City of Gig Harbor would be served by the annexation of certain real property as described in "Exhibit A" to this ordinance, and;

WHEREAS, the annexation of the property is a reasonable extension of the east city boundary in this area, and;

WHEREAS, the annexation proposal is consistent with the criteria for annexations in accordance with Chapter 36.93.180 as the property is accessed by a public street (Randall Drive NW) and city utilities currently serve this area, and;

WHEREAS, the proposed annexation is in compliance with the Urban Area Agreement as entered into between Pierce County and the City of Gig Harbor, and;

WHEREAS, the proposed zoning designation of R-1 (low density single family) and Shoreline Master Program designation of Urban Environment is consistent with the City of Gig Harbor Comprehensive Plan which designates this planning area as urban low density residential, and,;

WHEREAS, the petitioners agree to assume their pro-rata share of the City's bonded indebtedness.

NOW, THEREFORE, the city council of the City of Gig Harbor ORDAINS as follows:

Section 1. The real property described in this ordinance as "Exhibit A" is hereby annexed into the City of Gig Harbor

Ordinance No.  
Page 2

and is accorded a zoning designation of R-1 (low density single family residential) and a Shoreline Master Program designation of Urban.

Section 2. This ordinance shall be in full force and take effect five (5) days after 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 on this 24th day of February, 1992.

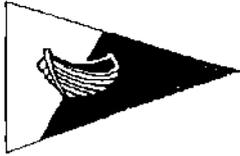
Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen  
City Clerk/Treasurer

Filed with the City Clerk: 2/6/92  
Passed by the City Council: 2/24/92  
Date Published:  
Effective Date:





*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:  Ray Gilmore, Planning Director  
DATE: February 6, 1992  
SUBJ.: Hearing Examiner Recommendation -- SDP 91-05  
(Dolphin Reach Associates)

Dolphin Reach Associates has requested a shoreline management substantial development permit to place approximately 75 lineal feet of quarry rock along the shoreline (Puget Sound, Narrows) to serve as shoreline protection. The Hearing Examiner conducted a public hearing on this request on December 18, 1991. Based upon the record established at the hearing, the Examiner, in a report dated January 6, 1992, has recommended denial of the application. A copy of the Examiner's report is attached.

Consideration by the Council is limited to the record established at the public hearing held by the hearing examiner. Documents pertinent to your review of this application is attached.

CITY OF GIG HARBOR  
RESOLUTION No. \_\_\_\_\_

WHEREAS, Dolphin Reach Associates have requested a Shoreline Management substantial development to permit the construction of a 75 foot long rock bulkhead located a the ordinary high water mark; and,

WHEREAS, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of Shoreline Management permits; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended approval of the project, in a staff report dated December 18, 1991, and,

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on December 18, 1991 to accept public comment on; and,

WHEREAS, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended denial of the application in his report dated January 6, 1992; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

That the findings, conclusions and recommendations of the Hearing Examiner in his reports dated January 6, 1992 are hereby adopted and the application for a Shoreline Management Variance permit and zoning variance for allowable height is denied.

Resolution No.  
Page 2

PASSED this \_\_\_\_\_ day of January, 1992.

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

ATTEST:

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

Filed with City Clerk: 2/6/92  
Passed by City Council:

CITY OF GIG HARBOR  
SHORELINE MANAGEMENT ACT OF 1971  
PERMIT FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT,  
CONDITIONAL USE, OR VARIANCE

- Substantial Development Permit  
 Conditional Use  
 Variance

Application No. SDP 91-05

Administering Agency City of Gig Harbor

Date Received September 30, 1991

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Date of Issuance \_\_\_\_\_

Date of Expiration \_\_\_\_\_

Pursuant to RCW 90.58, a permit is hereby granted/denied to

Dolphin Reach Associates, (Robert Prahler), 7221 Soundview Drive,  
(name of applicant)

Tacoma, WA 98402

\_\_\_\_\_  
(address)

to undertake the following development place 75 lineal feet  
of armor rock (approximatley 177 cubic yards) at OHW for erosion  
protection.

upon the following property NE of S 8, T 21N, R 2E  
(Section, Township, Range)

Within Puget Sound and/or its associated  
wetlands. The project will not be within shorelines  
(~~be~~/not be)

of statewide significance (RCW 90.58.030). The project will  
be located within an urban designation.  
(environment)

Development pursuant to this permit shall be undertaken pursuant to the following terms and conditions \_\_\_\_\_

None.

This permit is granted pursuant to the Shoreline Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (Chapter 90.58 RCW).

This permit may be rescinded pursuant to RCW 90.68.140(7) in the event the permittee fails to comply with the terms or conditions hereof.

CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN OR OS NOT AUTHORIZED UNTIL THIRTY DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN THIRTY DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCS 90.58.140(5)(a)(b)(c).

\_\_\_\_\_  
(Date) Mayor, City of Gig Harbor

THIS SECTION FOR DEPARTMENT USE ONLY IN REGARD TO A CONDITIONAL USE OR VARIANCE PERMIT.

Date received by the department \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

This conditional use/variance permit is approved/denied by the department pursuant to chapter 90.58 RCW.

Development shall be undertaken pursuant to the following additional terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date) (Signature of Authorized Department Official)

RECEIVED

CITY OF GIG HARBOR

JAN 07 1992

HEARING EXAMINER

CITY OF GIG HARBOR

FINDINGS CONCLUSIONS AND DECISION

**APPLICANT:** Seawall Construction for Dolphin Reach Condominium Association

**CASE NO.:** SDP 91-05

**APPLICATION:** Shoreline substantial development permit to place approximately 177 cubic yards (75 lineal fee +/-) of armor rock for shoreline erosion protection.

**SUMMARY OF RECOMMENDATION AND DECISION:**

Planning Staff Recommendation: Deny  
 Hearing Examiner Decision: Deny

**PUBLIC HEARING:**

After reviewing the official file which included the Planning Staff Advisory Report; the Hearing Examiner conducted a public hearing on the application. The hearing on the Seawall Construction application was opened at 6:00 p.m., December 18, 1991, in City Hall, Gig Harbor, Washington, and closed at 6:37 pm. Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. 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:**

- A. The information contained on pages 1 to 5 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 part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
- B. Joe Alvarez, from Seawall Construction, testified at the hearing that an 18' cavity is being created at the bottom of the slope and he proposes to place basalt rock with quarry spalls 2 feet below grade and 2 feet above grad along the base of the slope in front of the southern portion of the Dolphin Reach property. He said he wanted to stop erosion in that area.
- C. Several persons who own summer homes on the beach just south of the subject site spoke at the hearing. They were concerned that access to their cabins may be

impacted if the quarry rocks is installed. At this time, the access to their cabin is across the beach at the bottom of the slope and at high tide there are times when there is very limited access. Cathy Bunger questioned the need for the quarry rock since she has lived there for 40 years and has never seen erosion at the bottom of the slope. She said the erosion comes from water from above.

- D. Joe Alvarez responded to the concerns raised by the owners of the summer homes. He said the rocks would project out a maximum of 3 feet from the existing wall. We said he would guarantee there would be no impact on ingress/egress to the summer homes.

He said he was concerned about the 18 inch cavity which may slough in time.

- E. Harrold Noble, who lives in Dolphin Reach, said it is to everyone's benefit to keep the bank stable. He said the residents of Dolphin Reach are concerned that the bank may give out from underneath them.

- F. Rittenhouse-Zeman and Associates, Geotechnical and Environmental Consultants, reviewed the slope conditions at the subject property in 1983 and again in 1990 (Exhibit A, Attachments 1 and 2). The summary of their 1990 report stated:

"Based on our observations in 1983, compared with our recent observations, it appears that no significant wave action or erosion by surficial sheet flow or wave action have taken place. Rather than installation of large rock revetment bulkhead which would potentially disrupt the existing stability, longshore drift, and beach access, it may be feasible to blanket only the exposed 18 inch high soil scarp at the beach line along with periodic monitoring of the slope through time. If at a future date gradual slop retreat is noted, we recommend we be contacted to review the condition and provide recommendations for appropriate slope protection such as a rock revetment bulkhead."

## II. CONCLUSIONS:

- A. The findings and conclusions prepared by the Planning Staff and set forth on pages 5 and 6 of the Planning 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.
- B. Based on the testimony of a long term resident, and on the review of a geotechnical consultant which indicate that no significant wave action or erosion has taken place since Dolphin Reach was constructed; and based upon the comment by the geotechnical consultant which indicates that a large rock revetment bulkhead would

potentially disrupt the existing stability longshore drift and beach access it would be inappropriate to approve the installation of the armor rock at this time. As recommended in the 1990 Rittenhouse-Zeman study, if periodic monitoring of the slope notes a gradual slope retreat, then a study should be conducted to provide specific recommendations for appropriate slope protection.

### III. DECISION:

Based upon the foregoing findings of fact and conclusions, the requested Shoreline Substantial development permit is denied.

Dated this 6th day of January, 1992.

  
Ron McConnell  
Hearing Examiner

### 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 fourteen (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.

**MINUTES OF THE DECEMBER 18, 1991  
HEARING ON THE SEAWALL CONSTRUCTION  
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing was: Ray Gilmore, representing the City of Gig Harbor; Joe Alvarez, representing the applicants; Harrold Noble, one of the applicants; and neighboring property owners, Micheal Johnson, Jim and Richard Reeds, John and Cathy Bunger, and Vernard Axlund.

The following exhibits were offered and entered into the record:

A. Planning Staff's Advisory Report, with attachments.

**PARTIES OF RECORD:**

Joe Alvarez  
Seawall Construction Co., Inc.  
535 Dock Street, Suite 111  
Tacoma, WA 98402

Robert Prahler  
Dolphin Reach Condominium Association  
7221 Soundview Drive  
Gig Harbor, WA 98335

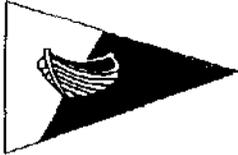
Michael Johnson  
7116 Harborview  
Gig Harbor, WA 98335

Richard Reeds  
3824 E. 112th St.  
Tacoma, WA 98446

Cathy and John Bunger  
6114 South Park  
Tacoma, WA 98408

Vernard Axlund  
6009 79th Ct. E.  
Puyallup, WA 98331

Jim Reeds  
8442 E. B. Street  
Tacoma, WA 98445



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

STAFF REPORT  
ENVIRONMENTAL EVALUATION AND REPORT  
TO THE HEARING EXAMINER

SDP91-05: Sea Wall Construction for Dolphin Reach  
Condominium Association

PART I: GENERAL INFORMATION

- A. APPLICANT:  
Seawall Construction Co., Inc.  
535 Dock Street, Suite 111  
Tacoma, WA 98402  
PH: 572-5868/1-800/273-1576
- B. OWNER:  
Robert Prahler  
Dolphin Reach Condominium Association  
7221 Soundview Drive  
Gig Harbor, WA 98335  
PH: 851-6093/851-2582
- C. AGENT:  
Joe Alvarez  
Seawall Construction Co., Inc.
- D. REQUEST:  
  
Shoreline substantial development permit to place approximately 177 cubic yards (75 lineal feet +/-) of armor rock for shoreline erosion protection. Uplands consist of the Dolphin Reach Condominium project.
- E. PROPERTY DESCRIPTION:
1. Location:  
Property is located at 7221 Soundview Drive, which is within a portion of the NE 1/4 of Section 8, Township 21N, Range 2 E. The property is further described as assessor's tax parcel number 352201-007-0.
  2. Site Area/Acreage:  
The area affected consists of approximately 75 lineal feet of beach frontage located at the ordinary high water mark.

3. Physical Characteristics:  
The site borders the shoreline of Puget Sound fronting the Narrows. The area is designated as an eroding bluff according to the Department of Ecology Coastal Zone Atlas for Pierce County. The bluff is heavily vegetated, but exhibits signs of localized erosion and slippage near the shoreline. The adjacent shoreline to the immediate north appears stable.

- F. SURROUNDING LAND-USE/ZONING DESIGNATIONS:  
North: Residential, zoned R-2 (Medium residential).  
East: Shoreline of Puget Sound.  
South: Residential, zoned R-2.  
West: Residential, zoned R-2.

- G. UTILITIES/ROAD ACCESS:

Access to Dolphin Reach is provided by Soundview Drive. Access to the project site will be by way of water.

- H. PUBLIC NOTICE:  
Public notice was provided as follows:  
Published in the Peninsula Gateway on November 29  
December 4, 1991.  
Mailed to property owners of record within 300  
feet of the site on November 9, 1991.  
Posted in three conspicuous places in the vicinity  
of the property on December 9, 1991.

## PART II: ANALYSIS

- A. Agency Review:

- 1) Building Official/Fire Marshal  
If construction will have a surcharge or be higher than four feet from the footing to the top of the wall, a building permit and engineering will be required. The design of the project should be verified with the soil engineer's recommendations.
- 2) Public Works Department  
No comments.
- 3) Washington Department of Ecology  
Letter of November 25, 1991, response to request for comments under SEPA. The Department of

Ecology feels that the collective effects of bulkheads along the Puget Sound shoreline should be analyzed and that a programmatic E.I.S. could be prepared for this project.

B. Applicable Land-Use Policies and Codes

1) Comprehensive Plan:

The area is designated urban residential. The current use of the site (residential) is not changed by this proposal.

2) Zoning Code:

The area is designated R-2 (Medium residential) per the City of Gig Harbor Zoning Code.

3) Shoreline Master Program

Use Activity:

The project consists of shoreline protection and is governed under the use-activity regulations for shoreline protective structures, pages 29 through 30.

Policies:

3.) Bulkheads should not intrude into the water more than necessary for installation with minimum alteration of existing banks.

4.) Bulkheads should be designed to accommodate access to the water as well as along the water's edge.

5.) Bulkheads should be designed to blend in with the surroundings and not to detract from the aesthetic qualities of the shoreline.

Regulations:

OK 2.) Natural vegetation shall be used to protect exposed banks whenever possible. Bulkheads may be permitted in those cases where natural vegetaiton cannot control erosion.

OK 5.) Bulkheads for the sole purpose of creating land area by filling behind them shall be

prohibited.

OK 6.) Bulkhead facing material must be permanent in nature, not subject to erosion. In case shall solid waste materials be utilized in the construction of a bulkhead.

OK 7.) Bulkheads which pose a potential hazard to navigation shall be prohibited.

OK 8.) All new bulkheads shall be placed landward of mean higher-high water unless bulkheads on adjacent properties extend waterward of M.H.H.W. in which case the new bulkhead shall be allowed to connect with the existing one.

OK 9.) In cases where rip-rap is used to construct a bulkhead, it must be designed with a 1-1/2 to 1 slope with the highest point of the bulkhead extending toward the water no further than mean higher high water, except as noted in Regulation 8 above.

OK 10.) Bulkheads shall be limited to the minimum height necessary to prevent erosion and/or stabilize an affected bank.

OK 11.) Existing banks behind protective bulkheads shall not be altered unless necessary to prevent erosion or necessary to help correct a potential safety hazard.

not OK 12.) Bulkheads shall be designed to blend in with surrounding structures so as not to detract from the aesthetic quality of the shoreline.

? 13.) All bulkheads shall be consistent with the design criteria established by the Washington State Department of Fisheries.

The applicant has placed reliance upon a technical analysis of July 1983 prepared by Rittenhouse-Zeman and Associates of Bellevue for Dolphin Reach Associates on a "Geotechnical Exploration and Engineering Report" on the need for protective rip-rap for that portion of the bluff exposed to wave action. A copy of the relevant section of the report is attached as Exhibit 1. An update of this report was submitted to the City in April of 1990. This report

concluded that no significant wave action or erosion has taken place since 1983, even though there had been two, one-hundred year storm events during that period. This report is attached as Exhibit 2.

### Part III: FINDINGS AND CONCLUSIONS

Based upon a site inspection and the analysis in Section II of this report, staff finds as follows:

- 1) The proposed rip-rap revetment is associated with a permitted use within the R-2 zoning district.
- 2) The bluff fronting the Dolphin Reach development appears stable at this time, as evidenced by a lack of slippage and mass wastage on the bluff face. There is some evidence of highly localized wave-cut erosion, but this does not appear to be significant.
- 3) The Shoreline Master Program requires that revetments have a minimum slope of 1 1/2 to 1, with the highest point of the revetment no further water ward than M.H.H.W. The proposal consists of a 1:1 slope. In order to achieve a 1 1/2 to 1 slope, it would be necessary to excavate the base of the bluff to place the rip-rap. Excavation along the base of this bluff could aggravate the erosive nature of this bluff and lead to requests for additional shore protection structures, which, in turn, could compound the problem. The proposal is not consistent with this section of the Shoreline Master Program.
- 3) The shoreline dynamics within this area are not known. Further modification of the shore interface would not be advisable without an engineering report prepared by a qualified geohydraulic engineer.
- 4) The updated report prepared by Rittenhouse-Zeman and Associates does not recommend rip-rap armoring at this time. The structures located upland from the shoreline are at a sufficient setback to preclude any potential structural damage from erosion. Furthermore, there does not appear to be any problems associated with storm drainage which