

GIG HARBOR CITY COUNCIL MEETING

JULY 27, 1992

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



AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
JULY 27, 1992

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS: None scheduled.

APPOINTMENT OF PLANNING COMMISSION MEMBER: Debra Vosburgh.

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS:

1. Ordinance revision to the zoning code regarding building height - 2nd reading.
2. Ordinance restricting hours of construction - 2nd reading.
3. Ordinance approving Hoover Road annexation - 2nd reading.
4. Ordinance requiring installation of fire sprinklers/ smoke alarms in certain existing buildings - 2nd reading.
5. Comprehensive Water Plan professional services contract award.

NEW BUSINESS:

1. Request to remove trees along Soundview frontage.
2. Request for street name change - Snowrock subdivision.
3. Renewal of insurance coverage.
4. Ordinance authorizing ULID#3 Bond Anticipation Note - 1st reading.

DEPARTMENT MANAGERS' REPORTS:

1. Finance.
Quarterly report.

COUNCIL COMMITTEE REPORTS:

1. Public Safety Committee.
Minutes. Request for additional councilmember to serve on the committee.

MAYOR'S REPORT:

1. Water quality survey.



ANNOUNCEMENTS OF OTHER MEETINGS:

1. August 5, 1992 - City of Tacoma, Council Chambers, 747 Market Street, 1st Floor at 7:00 p.m. (to be broadcast live on Channel 12 and Viacom Channel 29 the following Monday at 6:30 p.m.) Mr. Freilich will interpret the County-wide Planning Policies for all Citizen's Advisory Groups (CAG) and/or Planning Commission members in the County.
2. Public Health & Safety Committee - next meeting August 20, 1992 at 8:30 a.m. City Hall Conference Room.

APPROVAL OF BILLS:

Warrants # through # in the amount of \$

EXECUTIVE SESSION:

1. Property acquisition.

ADJOURN:



DEBRA S. VOSBURGH
7702 Insel Avenue
Gig Harbor, WA 98335
(206) 858-8105

June 29, 1992

The Honorable Gretchen Wilbert
Mayor, City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

RE: City Planning Commission Opening

Dear Mayor Wilbert:

I just returned home after being out of town for two weeks and saw the notice in last week's Gateway indicating an opening on the planning commission.

You may remember that I expressed a strong interest in being considered for the city council vacancy earlier this year. Unfortunately, I did not meet the one-year residency requirement at that time. You may also remember the now-humorous situation in which three of the six of us interested in the position found that we did not meet the then-unknown requirement. So we will have no misunderstanding this time around, I became a city resident on May 24, 1991. ☺

I continue to be very interested in being involved in processes which will help keep Gig Harbor a place where we want to live, work, and play. If you think I would be a viable candidate for the position which becomes vacant at the end of this month, please feel free to consider me.

You may also remember that I work with Rob Orton at Peninsula Light Company. Feel free to contact me there during the day (857-5950, ext. 304) or at my home in the evening (868-8105).

Thank you in advance for your consideration. I look forward to hearing from you if you think I might be of service to my community.

Sincerely,


Debra S. Vosburgh



REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 13, 1992

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

ABSENT: Councilmember Frisbie.

PUBLIC COMMENT/DISCUSSION:

1. Jim Boge, Soundview Drive resident, expressed concerns regarding landclearing and burning. Construction workers on property near his were beginning work at 6:15 a.m. and he wanted council to take some action to stop activity at that hour of the morning.

CALL TO ORDER:

Meeting called to order at 7:05 p.m. by Mayor Pro-tem John English.

PUBLIC HEARING:

1. Resolution approving 6-year street improvement plan.
Public Works Director Ben Yazici presented the plan and explained the included items.

There was no public comment.

MOTION: To approve Resolution #360.
Markovich/Stevens-Taylor - unanimously approved.

(Mayor Wilbert arrived at this time.)

2. Ordinance revision to the zoning code regarding building height - 1st reading.
Planning Director Ray Gilmore explained the ordinance revisions.

Paul Vermette questioned why the city allowed certain heights of buildings on small lots. Mr. Gilmore explained the current ordinance and compared it to the proposed changes.

Wade Perrow spoke in favor of the ordinance revision but stressed the need to have some measure of design control.

MINUTES:

MOTION: To approve the minutes of the meeting of June 22, 1992.
English/Platt - unanimously approved.

OLD BUSINESS:

1. Ordinance vacating a portion of Sellers St. - 2nd reading.

Council requested more information regarding the legal status of the piece of property and information from DOE relative to storm water.

MOTION: To table this issue until the meeting of August 24, 1992.
English/Stevens-Taylor - unanimously approved.

2. Ordinance amending Wetland Ordinance - 2nd reading.
Mr. Gilmore presented the revisions to the ordinance which came as a result of the joint Council/Commission worksession.

MOTION: To adopt Ordinance #628.
English/Markovich - unanimously approved.

3. Ordinance amending zoning code: Accessory dwelling units in R-1 district - 2nd reading.
Mr. Gilmore presented the ordinance and provided information regarding possible options.

MOTION: To adopt Ordinance #629 with the addition of "Option B" which requires the owner to live on-site.
English/Markovich - unanimously approved.

NEW BUSINESS:

1. Ordinance restricting hours of construction - 1st reading.
City Administrator Mark Hoppen explained the proposed ordinance regulating hours of construction.

Jim Boge spoke in favor of regulating the hours of construction, land clearing, and burning.

2. Ordinance approving Hoover Road annexation - 1st reading.
Mr. Gilmore presented the ordinance for first reading.
3. Ordinance requiring installation of fire sprinklers/ smoke alarms in certain existing buildings - 1st reading.
Mr. Gilmore presented the ordinance for first reading.

Jim Boge, owner of a bed and breakfast facility, provided information regarding smoke detectors.
4. Software purchase request.
Finance Officer Tom Enlow requested permission to purchase six licenses for Word Perfect and two for Lotus 1-2-3.

MOTION: To approve the software purchase.
English/Stevens-Taylor - unanimously approved.

DEPARTMENT MANAGERS' REPORTS:

1. Police.
Chief Denny Richards discussed the police department's statistics and provided some photographs of a recent drug bust.
2. Public Works.
Mr. Yazici provided an update on current projects. During discussion of the Soundview Drive project, Mr. Yazici mentioned that a change order would be requested to increase parking at the Uddenberg Office and at the Tides Tavern. The cost of these proposed change order would be about \$13,500.

MOTION: To authorize the Public Works Director to proceed with the change orders.
Markovich/English - approved by a vote of 3 - 1 with Platt voting against.

MAYOR'S REPORT:

Mayor Wilbert requested that the undergrounding of utilities on North Harborview be considered when renovating the street.

ANNOUNCEMENTS OF OTHER MEETINGS:

1. Public Safety Committee meeting on July 16, 1992 at 8:30 a.m.

APPROVAL OF PAYROLL:

MOTION: To approve payment of warrants #7180 through #7286 in the amount of \$139,373.96.
English/Platt - unanimously approved.

APPROVAL OF BILLS:

MOTION: To approve payment of warrants #9085 though #9186 in the amount of \$257,982.76.
Platt/English - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session at 9:30 p.m. for the purpose of discussing a claim against the city.
Stevens-Taylor/Platt - unanimously approved.

MOTION: To return to regular session.
Unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:35 p.m.
Platt/Stevens-Taylor - unanimously approved.

Cassette recorder utilized.
Tape 283 Side A 062 - end
Side B 000 - end
Tape 284 Side A 000 - end
Side B 000 - 220.

Mayor

City Administrator/Clerk



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: *RG* Ray Gilmore
DATE: July 23, 1992
SUBJ.: Proposed Revision to Zoning Code -- Definition of Building height, site area, lot area.

Attached for your consideration are proposed revisions to the zoning code. The revisions consist of amending the definition of building height, site area and lot area in order to correct what is considered by staff and the Planning Commission as "loopholes" on the maximum height/lot coverage calculation.

At the first reading and public hearing of the ordinance, testimony was presented by two citizens. One of the commentators (Mr. Vermette) expressed that the loopholes should be eliminated entirely. The second (Mr. Perrow) commented and agreed on the height issue but not the tidelands exclusion issue. Mr. Perrow asserted that the current impervious lot coverage with the height cap offers very little alternative but to "sprawl" a residence over a lot to get a desired size house. Mr. Perrow also commented that a height exception alternative, such as what is provided in the WM district, should be available in the WR district.

The zoning code currently permits maximum height calculation to be based upon the highest elevation above the natural grade where the footprint of the building would be located. Generally, the higher the location of the footprint on the property, the more "effective" maximum height can be obtained. The loophole consists of obtaining variances from setbacks which, if a structure is located at a higher elevation than the buildable envelope of the property (the lot area excluding the setbacks), can result in a higher structure overall.

In respect to lot area or site area, the code currently allows the inclusion of tidelands for calculating site area or lot area. This is the same inclusion as allowed under the old (pre-1990) zoning code. However, in reviewing my notes from the January 19, 1990 Council/Planning Commission worksession, it appears that the consensus was to exclude

page 2

tidelands from site area calculation. The importance of this in respect to impervious coverage is that, given sufficient tideland ownership, the upland portion of a waterfront parcel could potentially be developed to 100% impervious coverage even though the maximum is 40% of the lot area. In conjunction with the current method of height calculation, this could result in a residence being constructed which would effectively "overwhelm" a small waterfront parcel in respect to height and scale.

Mr. Perrow's suggestion that a height increase standard based upon the WM district is a do-able alternative for the WR district. However, this would require review before the planning commission and can be considered at the August 18th meeting. However, Council approval of the subject amendment is appreciated and requested.

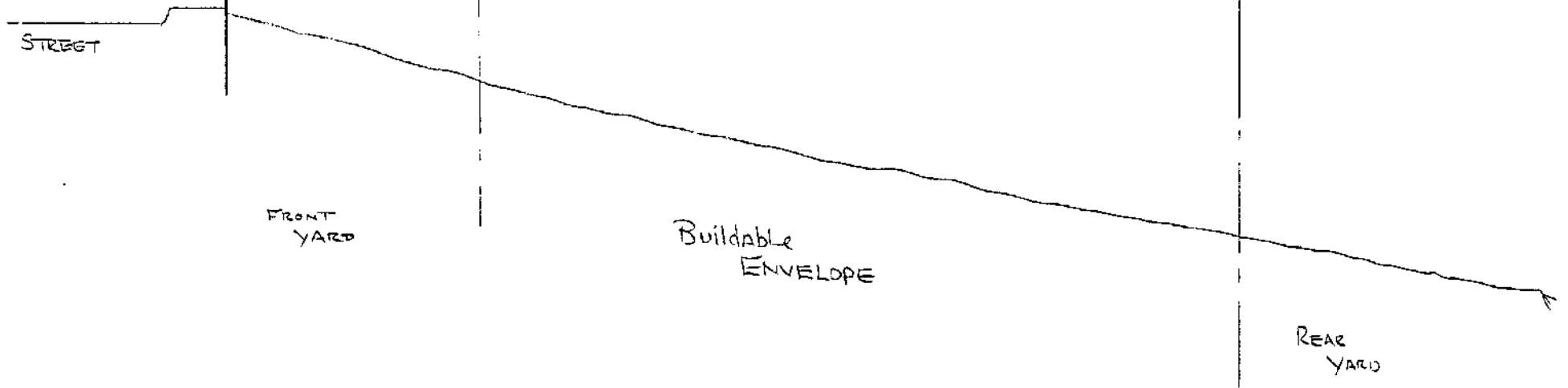
Buildings Height

Currently:

With a reduced SETBACK, heights CAN be based upon grade within this AREA.

AMENDED DEFINITION of Building Heights:

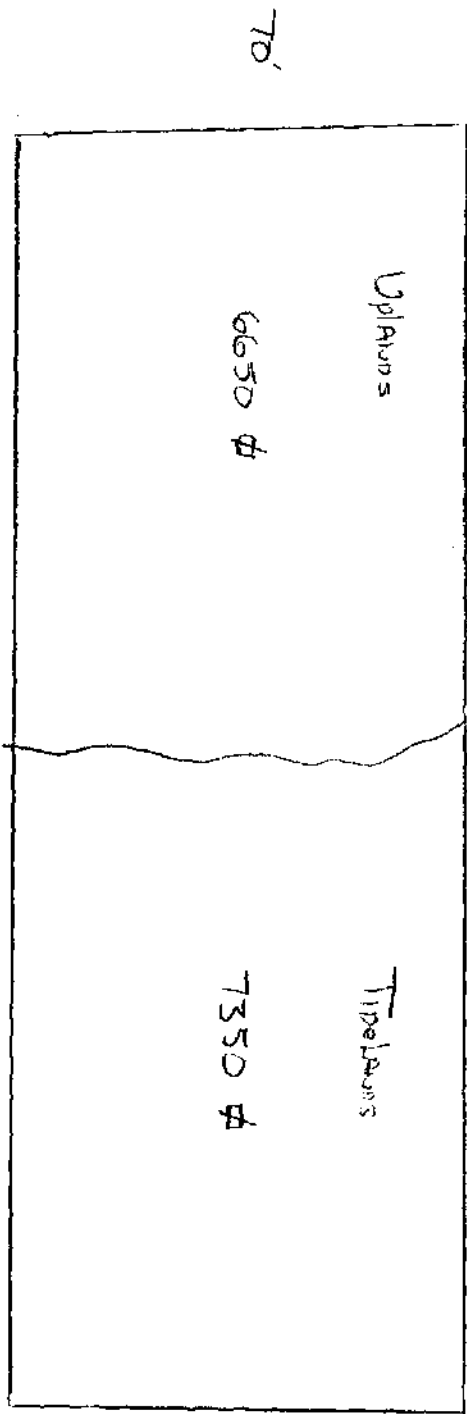
HEIGHT determination CAN ONLY be based upon the grade within this AREA.



Site Area / Lot Area

Propose revisions to definition would exclude tidelands from site/lot area calculations.

Max Impervious Allowable:
40% of 6650 = 2660 ft^2



Current Situation:

14,000 square feet total

6650 : Upland
7350 : Tidelands

Maximum Impervious Coverage @ 40% = 5600 square feet (of total)

5600 square feet = 84% of upland portion

Smaller upland area would result in higher impervious coverage allotment.

DRAFT

CITY OF GIG HARBOR

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE REVISING THE DEFINITION OF BUILDING HEIGHT TO EXCLUDE BASIS OF HEIGHT DETERMINATION WITHIN REQUIRED YARDS.

WHEREAS, the Gig Harbor Zoning Code was amended in April of 1990 to permit a maximum height based upon the highest footprint of the elevation of the building above the natural grade; and,

WHEREAS, it is the intent of the City Council that maximum height would be based upon the elevation of the property within the buildable envelope and the maximum impervious coverage of the lot, tract or parcel, exclusive of any yards; and,

WHEREAS, some houses have been constructed with approved yard variances which allowed for a base height determination in excess of what was envisioned by the Council; and,

WHEREAS, an amendment to the definition of "building height" and "site area" is appropriate to protect the general health, safety, welfare and interest of the citizens of Gig Harbor in promoting residential structures and lot area coverage consistent with the scale of the City.

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

Section 1. The zoning code is hereby amended as follows:

...

17.04.080 Area, site. "Site area" means all of the area within the boundaries of a lot, tract, parcel or site, excluding tidelands and public rights-of-way dedicated to the state, county or city for use as thoroughfares and private rights-of-way established for motor vehicular thoroughfares, provided that private rights-of-way which provide common access to three lots or less within a shortplat may be included of the purpose of calculating lot area.

DRAFT

page 2

...

17.04.160 Building height. "Building height" means the vertical distance measured from the highest elevation of the natural grade of the property where the footprint of the building will be located to the highest point of the roof, excluding chimneys and antennae, PROVIDED that height may not be based upon the property grade within the required yards or setbacks regardless of whether or not a yard/setback variance is authorized for the property.

...

17.04.460 Lot area. "Lot area" means all of the area within the boundaries of a lot excluding rights-of-way and tidelands. (see Section 17.04.080).

...

Section 2. This ordinance shall be in full force and take effect five (5) days after publication according to law, after notification of approval by the Pierce County Boundary Review Board.

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 26th day of July, 1992.

Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Clerk/Treasurer

Filed with the City Clerk: 7/13/92
Passed by the City Council:
Date Published:
Effective Date:

CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, CREATING A NEW CHAPTER 8.32, ENTITLED "CONSTRUCTION HOURS" AND NEW SECTIONS THEREUNDER; ESTABLISHING DESIGNATED HOURS FOR PERMITTED RESIDENTIAL AND COMMERCIAL CONSTRUCTION WITHIN CITY LIMITS SUBJECT TO EXCEPTIONS; ESTABLISHING MINIMUM PAYMENT FOR THE TIME OF CITY INSPECTORS CALLED ON OUTSIDE OF DESIGNATED CONSTRUCTION HOURS; ESTABLISHING PENALTIES; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor continues to experience population growth and increased density, both reflected in ever escalating residential and commercial construction projects, most taking place within populated areas of the city; and

WHEREAS, in the past several months, the city has received more and more requests for relief from after hours construction and its attending problems: increased construction activity, noise, and roadway congestion after hours and on weekends and holidays; and

WHEREAS, limiting hours of construction will not be materially detrimental to public health, safety, and general welfare, but will indeed promote all of these;

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

Section 1. A new Chapter 8.32 of the Gig Harbor Municipal Code is hereby created to read as follows:

8.32

Hours of Operation

Sections:

- 8.32.010 Construction hours regulated
- 8.32.020 Minimum inspection charges after hours
- 8.32.030 Penalties/Enforcement/Complaints

8.32.010 Construction hours regulated.

- A. Except as permitted in subsection B of this section, any construction activity in conjunction with any approved permits, including but not limited to building permits, utility permits, clearing/grading permits, or land use approvals or certification permits shall be permitted only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, 8:00 a.m. to 8:00 p.m. on weekends and federal, state, or city observed holidays.
- B. Construction activity may be permitted outside the hourly limits set forth in subsection A only upon application to the City and approval by the City Clerk or his designee. Criteria for approval shall include project remoteness, undue hardship, emergency actions necessary to maintain or protect public or private property or other reasonable basis or standards. Approval may only be for specific dates and times and under terms that the approving official deems appropriate under the circumstances.

8.32.020 Minimum inspection charges after hours. If any city code inspector is required by an approved permit applicant or agent thereof to inspect a project outside the hourly limits set forth in Section 1(A) of this ordinance, then the approved applicant shall be billed by the city for the inspector's time at a rate of \$45.00 per hour and for a minimum time of four hours. Hereafter on every second year following the effective date of this ordinance, the City Administrator shall recommend to the City Council a new reasonable hourly rate based upon inflation and customary similar charges in neighboring cities.

8.32.030 Penalties/Enforcement/Complaints. It is unlawful for any person, firm, or corporation to violate or fail to comply with any of the provisions of this chapter. Any person, firm, or corporation who shall commit any violation of this chapter shall have committed a civil infraction and shall pay a monetary penalty to the city in an amount not to exceed two hundred dollars per offense. Each day or portion thereof during which any violation of this chapter is committed shall constitute a separate offense. A civil penalty order may be appealed to the city hearing examiner in accordance with the procedures established under Section 15.18 of the Gig Harbor Municipal Code. Complaints regarding violations of this chapter shall

be documentable and submitted in writing to the City Clerk. Complaints shall document the date, time, location/address and specific nature of the violation including the name or identification of the person, firm or contractor perpetrating the violation. Verbal complaints are acceptable but must be supported by a written statement from the complainant.

Section 2. Validity. 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 3. Effective Date. This ordinance shall take effect and be in full force five days after publication as required by law.

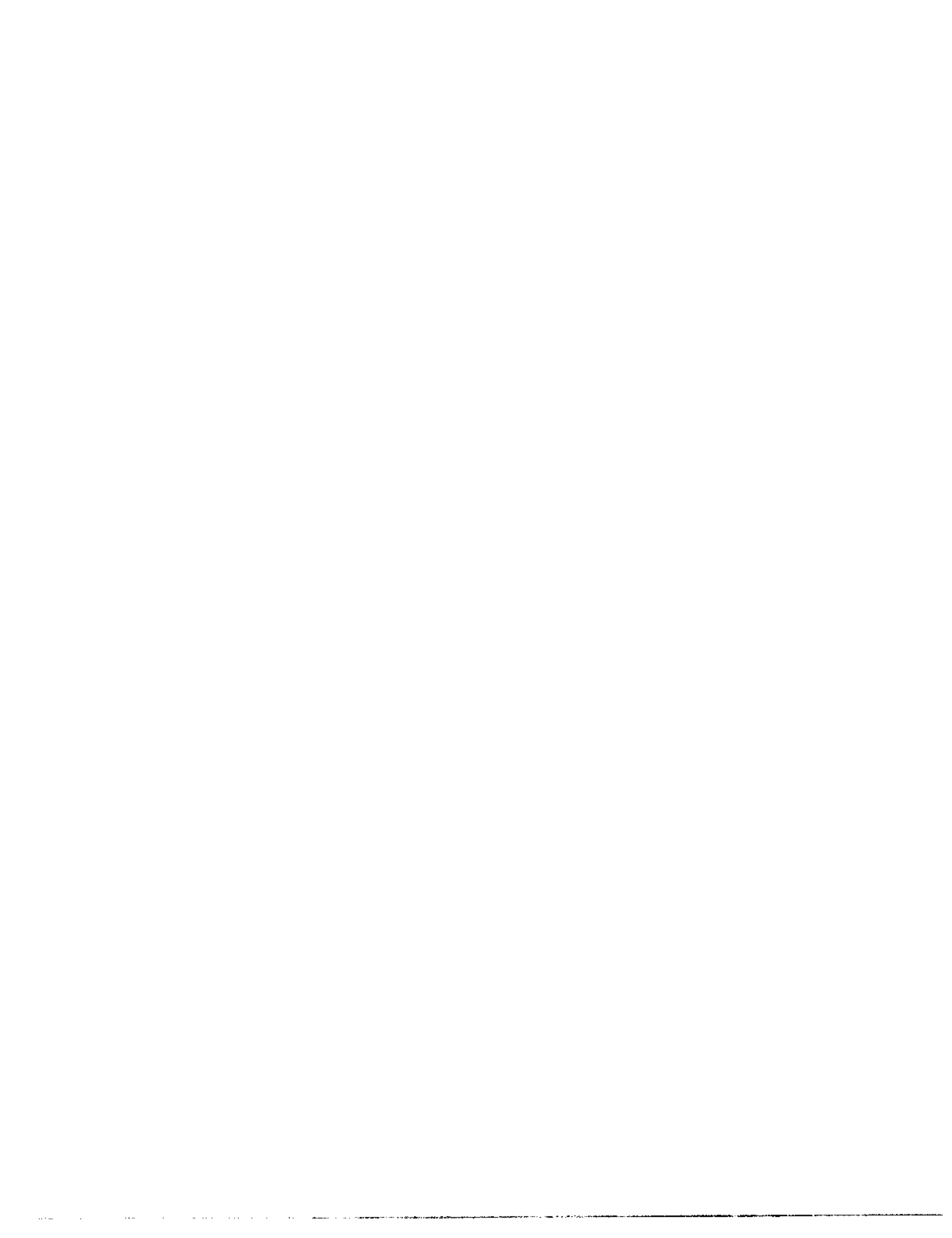
PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its mayor at a regular meeting of the council held on this _____ day of _____, 1992.

Gretchen A. Wilbert, Mayor

ATTEST:


Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 7/7/92
Passed by city council:
Date published:
Date effective:





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

TO: Mayor Wilbert and City Council
FROM:  Ray Gilmore
DATE: July 23, 1992
SUBJ.: Second Reading -- Ordinance for Adopting Hoover
Road Annexation (ANX 9101)

Attached for your consideration is an ordinance to adopt ANX 9101 (Hoover Road). The petition for annexation has been reviewed by the Pierce County Boundary Review Board and following a 45-day review period, was approved effective June 20.

CITY OF GIG HARBOR

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR ADOPTING THE ANNEXATION FOR THE AREA KNOWN AS THE HOOVER ROAD ANNEXATION (ANX 91-01) AS SUBMITTED BY PETITIONERS JAMES RICHARDSON, ET.AL.

WHEREAS, on February 27, 1992, a petition for annexation of approximately 53 acres was submitted for the property lying south of Rosedale Street, east of 54th Avenue NW, north of Hoover Road and west of North Creek Estates subdivision; and,

WHEREAS, the petition which has been certified by the City Administrator as legally sufficient containing the signatures of not less than 60% of the owners of assessed evaluation and the legal description of the subject property are attached to this resolution and made a part hereto; and,

WHEREAS, such annexation proposal is within the Urban Area Boundary as defined in the Urban Area Agreement of September, 1987, between Pierce County and the City of Gig Harbor; and,

WHEREAS, such annexation proposal is within the future potential annexation area as defined by the City of Gig Harbor; and

WHEREAS, on the 28th of October, 1991, the City Council met with the initiating party during regular session of the Council; and,

WHEREAS, at that time the Council set forth the requirements placed on the petitioner wishing to annex as follows:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness;
2. The area shall be zoned as single family residential (R-1) and designated as within the height overlay district, subject to the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code;

WHEREAS, on March 6, 1992 a determination of non-significance was issued for the proposal, based upon a

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review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code;; and,

WHEREAS, at the public hearing of March 23rd, 1991, the City Council does hereby declared its intent to authorize and approve said annexation, and to accept same as a part of the City of Gig Harbor; and,

WHEREAS, the City Council has complied with the procedural requirements of RCW 35A.14 to the conclusion of this annexation.

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 and is accorded a zoning designation of R-1 (low density single family residential) and is within a height overlay district, per Section 17.62 of the Zoning Code.

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 27th day of July, 1992.

Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Clerk/Treasurer

Filed with the City Clerk: 7/9/92
Passed by the City Council: 7/27/92
Date Published:
Effective Date:

EXHIBIT "A"

May 16, 1992

A VARIANCE MAY EXIST BETWEEN ALIQUOT PARTS OF A SECTION AND GOVERNMENT LOTS, PRIOR TO ANY SURVEYING AND/OR PLATTING IN REGARDS TO THE FOLLOWING DESCRIPTION A THOROUGH TITLE SEARCH IS RECOMMENDED.

A portion of the northwest 1/4 of Section 7, T.21 N., R.2 E., W.M., Pierce County, WA: more particularly described as follows;

BEGINNING at the West 1/4 corner of said Section 7;

thence northerly along the West boundary of said northwest 1/4 of Section 7 to a point on the southerly right of way boundary of Rosedale St. N.W.;

thence easterly along said southerly right of way boundary to a point on the East boundary of the northwest 1/4 of the northwest 1/4 of the northwest 1/4 (A.F.N.9112260628) of said Section 7;

thence southerly along said East boundary to the northwest corner of the west 1/2 of the southeast 1/4 of the northwest 1/4 of the northwest 1/4 (A.F.N. 8306010090) of said Section 7;

thence easterly and leaving said East boundary along the North boundary (A.F.N. 8306010090) of the west 1/2 of the southeast 1/4 of the northwest 1/4 of the northwest 1/4 of Section 7 to the northeast corner (A.F.N. 8306010090) of said west 1/2 of the southeast 1/4 of the northwest 1/4 of the northwest 1/4 of said Section 7;

thence southerly and leaving said North boundary along the East boundary of said West 1/2 of the southeast 1/4 of the northwest 1/4 of the northwest 1/4 to the southeast corner (A.F.N. 8306010090) of said west 1/2 of the southeast 1/4 of the northwest 1/4 of the northwest 1/4 of said Section 7;

thence westerly and leaving said East boundary along the South boundary (A.F.N. 8306010090) of said west 1/2 of the southeast 1/4 of the northwest 1/4 of the northwest 1/4 to the northwest corner of Lot 1 of Pierce Co. Short Plat No. 77-188 (said point also being the northeast corner of Pierce Co. Short Plat No. 78-903);

thence southerly and leaving said South boundary along the West boundary of Pierce Co. Short Plat No. 77-188 to the southwest corner of Lot 2 of said Short Plat, said point also being the northwest corner of Lot 3 of said Short Plat;

thence easterly and leaving said West boundary along the South boundary of said Lot 2 to the southeast corner thereof;

May 18, 1992

thence southerly and leaving said South boundary along the East boundary of Lot 3 of Pierce Co. Short Plat No. 77-188 to the northeast corner of Lot 4 of Survey No. 1636 as recorded in Volume 17 of Surveys at page 30 records of Pierce Co. Auditor;

thence southerly along the East boundary of said Lot 4 to the southeast corner thereof;

thence westerly and leaving said East boundary along the South boundary of said Lot 4 to the southwest corner thereof, also being the southeast corner of the west 1/2 of the west 1/2 of the southwest 1/4 of the northwest 1/4 of said Section 7;

thence westerly along the South boundary of said west 1/2 of the west 1/2 of the southwest 1/4 of the northwest 1/4 to the West 1/4 corner of said Section 7, T.21N., R. 2 E., W.M., Pierce Co., Washington, the POINT OF BEGINNING.

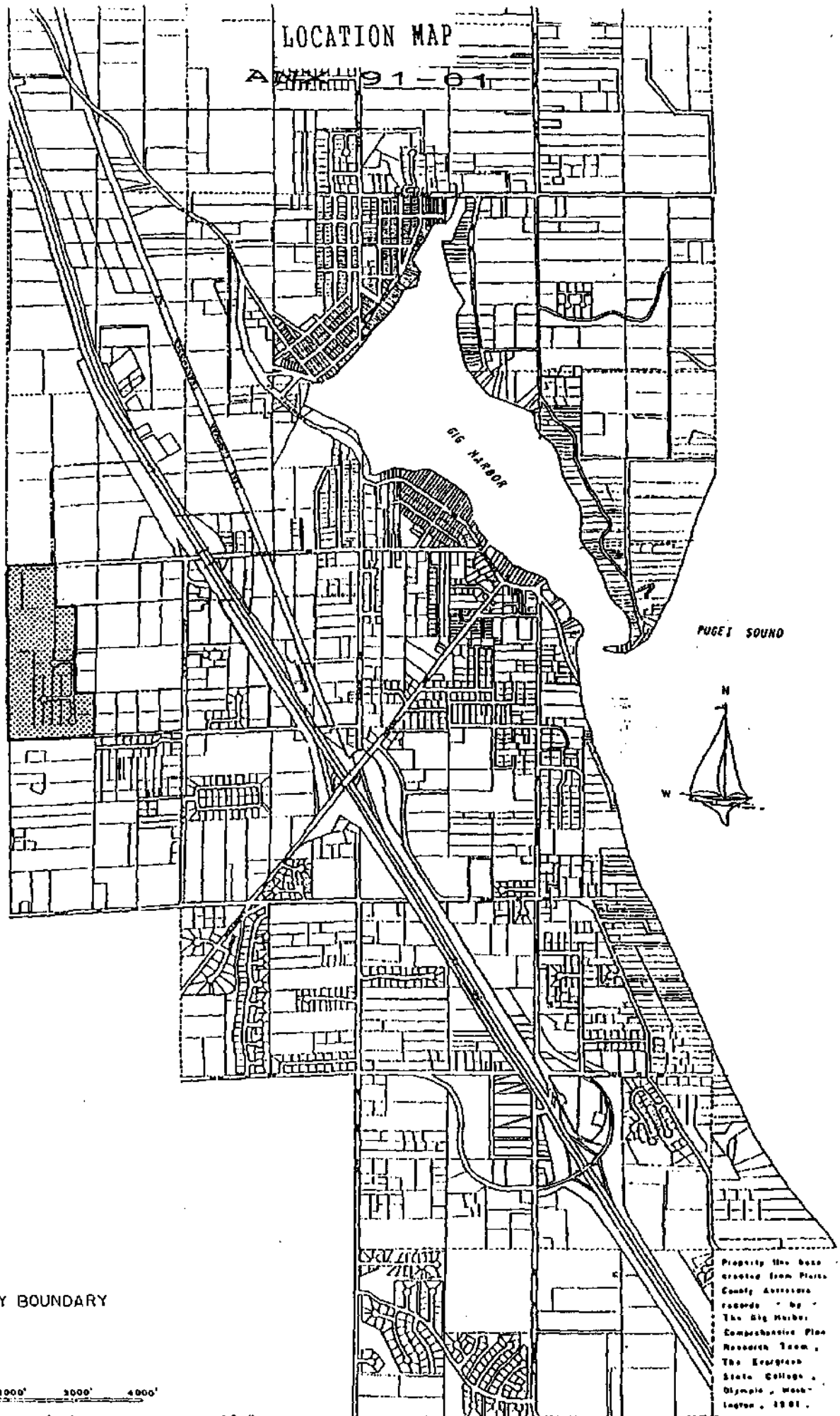
AND:

That portion of Rosedale St. N.W. within sec.'s 6 & 7, T.21 N., R.2 E., W.M., Pierce Co., WA, adjoining on the North, of the above described parcel.

Note: This description was written from existing recorded deeds which describe parcels as being a portion of the northwest 1/4 of the northwest 1/4 of section 7, T. 21 N., R.2 E., W.M., however the GLO plat shows un-numbered Gov't lots along the West boundary of said section 7 which may affect the boundaries of said parcels when surveyed.

LOCATION MAP

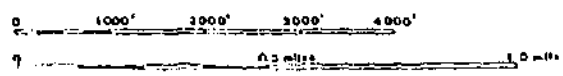
ANNEX 91-01



PUGET SOUND



----- CITY BOUNDARY



Property line base
created from Plat
County Assessor
records by
The Big Harbor
Comprehensive Plan
Research Team,
The Evergreen
State College,
Olympic, Wash-
ington, 1981.



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

TO: MAYOR AND CITY COUNCIL
FROM: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL *SB*
RE: ADOPTION OF A SMOKE DETECTOR/FIRE SPRINKLER ORDINANCE
DATE: JULY 21, 1992

Research has shown that automatic fire sprinkler systems are now technologically and economically viable and can help to reduce the loss of life and property due to fire, and are therefore reasonably necessary in order to protect the public health, safety and welfare. The Smoke Detector/Fire Sprinkler Ordinance is being proposed to encourage the upgrading of existing apartment buildings by the installation of fire sprinkler systems when required under special conditions (substantial remodeling), and the installation of building wiring for primary power source for smoke detectors in existing apartment buildings. Smoke detectors will be required within two years of the effective date of the ordinance.

Also, fire marshal inspections have repeatedly shown that when batteries are provided as the only source for power for smoke detectors, they have been improperly maintained in apartments. The installation of building wiring for primary power source to smoke detectors, with battery backup, will ensure functioning smoke detectors with little dependance upon the tenant for maintenance.

The Gig Harbor Building Code Advisory Board recommended approval of the proposed ordinance during their meeting on June 4, 1992. The City of Tacoma adopted a similar ordinance on June 2, 1992. The City Attorney has reviewed a draft of the adopting ordinance and revisions have been included for your consideration during the second reading.

RECOMMENDATIONS:

The Mayor and City Council adopt the proposed ordinance as recommended by the Gig Harbor Building Code Advisory Board after the second reading of the ordinance and inclusion of any required revisions.

CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE relating to the Uniform Building & Uniform Fire Codes; requiring the installation of automatic fire sprinkler systems and fire alarm systems in existing multi-family buildings, hotels and motels; and amending Chapter 15.12 of the Official Code of the City of Gig Harbor by adding thereto a new sections, to be known and designated as Sections 15.12.024 and 15.12.026.

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

Section 1. That Chapter 15.12 of the City of Gig Harbor is hereby amended by the addition thereto of a new section, to be known and designated as Section 15.12.024, reading as follows:

15.12.024 AUTOMATIC FIRE SPRINKLER SYSTEMS

- A. Policy and Purpose. The City Council finds that automatic fire sprinkler systems are now technologically and economically viable and can help to reduce the loss of life and property due to fire, and are therefore reasonably necessary in order to protect the public health, safety and welfare.
- B. An automatic sprinkler system shall be installed as required in every existing building classified as a Group R, Division 1 occupancy which exceeds 5,000 square feet or exceeds two (2) stories in height or which contains five (5) or more units, and in every existing hotel and motel which contains six (6) or more guest rooms.
1. For purposes of this section, a structure with two (2) stories and a basement shall be considered as exceeding two stories.
 2. For the purposes of this section, area separation walls shall not define separate buildings.

Residential or quick-response standard sprinkler heads shall be used in dwelling unit and guest room portions of the building. The automatic fire sprinkler system may be installed in accordance with the requirements of Uniform Building Code Standard 38-3 for all existing buildings housing Group R, Division 1 occupancies, which are four or less stories in height. In buildings housing Group R, Division 1 occupancies over four stories in height, the sprinkler system shall be installed in accordance with the requirements of Uniform Building Code Standard 38-1. Uniform Building Code Standard 38-3 system to be installed in buildings with a height to highest humanly-occupied floor less than seventy-five feet above lowest Fire Department access.

C. Sprinkler Installation Requirements.

1. Automatic sprinklers in all hotels and motels shall be installed, tested and approved within five years of the effective date of this section.
2. An automatic sprinkler system, in accordance with this ordinance, shall be required to be installed immediately whenever:
 - a. A building classified as a Group R, Division 1 (as defined in Section B) occupancy is being substantially remodeled or renovated; or
 - b. A building classified as a Group R, Division 1 occupancy incurs a fire with substantial damage.
3. In the event there is a conflict between any provisions of this ordinance and the provisions of this ordinance and the provisions of the last adopted I.C.B.O. Uniform Building Code or the Uniform Fire Code, the more restrictive (greatest protection) provisions shall apply.

Section 2. That Chapter 15.12 of the City Code of the City of Gig Harbor is hereby amended by the addition thereto of a new section, to be known and designated as Section 15.12.026, reading as follows:

15.12.026 FIRE ALARM SYSTEMS

- A. Each existing dwelling unit or guest room shall be provided with approved smoke detectors. A smoke detector shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Additional detectors shall be centrally located on the ceiling of the main room and sleeping rooms. Where sleeping rooms are on an upper level, the detector shall be placed at the center of the ceiling directly above the stairway. All detectors shall be located in accordance with approved manufacturer's instructions and in conformance with the Uniform Building Code Standards. When actuated, the detector shall provide an alarm in the dwelling unit or guest room.
- B. Power Source. Smoke detectors shall receive their primary power from the building wiring and shall be equipped with a battery back-up. Wiring shall be permanent without a disconnecting switch other than those required for over-current protection. Building owners or their agents shall identify whose smoke detectors which are not wired to the primary building wiring, and shall install new smoke detectors with complying wiring within two years of the effective date of this section. Notification of compliance shall be sent to the Gig Harbor Building Official/Fire Marshal.

Section 3. Severability Clause. If any section or provision of this Ordinance or the State Building Code or its application to any person or circumstance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Whenever any conflict occurs between any section of this Ordinance and the Code referred to in this Ordinance, the Code shall prevail.

Section 5. This Ordinance shall take effect and be in full force on the first day of September, 1992.

PASSED by the Gig Harbor City Council and approved by its Mayor at a regular meeting of the council held on the ____ day of _____, 1992.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk:
Passed by city council:
Date published:
Date effective:





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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*
SUBJECT: COMPREHENSIVE WATER PLAN
DATE: JULY 24, 1992.

Earlier this year, I recommended to the council that we award a professional services contract to Gray & Osborne to redevelop and update the existing comprehensive water plan. At that time the council requested from staff that a new professional services contract be developed by the City Attorney and reviewed by staff, Councilmember Bob Frisbie, and Councilmember Nick Markovich before we approve any professional services contract.

Since then, such contract documents have been prepared by the City Attorney and reviewed by the Councilmembers and staff. As a matter of fact, we used this newly developed contract form to execute a contract between the city and Sitts & Hill Engineers to design the sewer line project between Purdy and the city's treatment plant (ULID #3).

RECOMMENDATION:

I recommend a council motion to award the professional services contract to Gray & Osborne, Inc. to update the Comprehensive Water Plan at a cost not to exceed \$28,000 and authorize the Mayor to sign the professional services contract.



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

Return to:
CITY OF GIG HARBOR
P.O. Box 145
Gig Harbor, WA 98335

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*
DATE: APRIL 9, 1992
RE: COMPREHENSIVE WATER PLAN

Attached for your review and approval is the Professional Services Contract for Gray and Osborne, Inc. to update the City of Gig Harbor's Comprehensive Water Plan.

The current Comprehensive Water Plan was completed in 1984, and the city has been implementing the elements of this plan since then. This plan addressed only the water issues within city limits and not those in areas located in the urban planning area.

The objective of updating the Comprehensive Water Plan is not only to comply with the Health Department requirements, but also to address the urban water planning area issues. This would allow identification of the necessary improvements needed in those areas and through the annexation process, those improvements could be implemented.

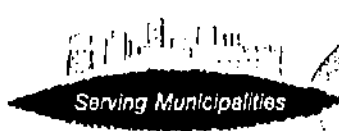
I have picked two firms from our small works roster; Gray & Osborne, Inc. and Consouer, Townsend and Associates. Attached are their proposals. Mark and I reviewed the proposals and concluded that Gray & Osborne's proposal better meets the project's objectives at a lower cost than Consouer & Townsend.

Gray & Osborne is currently working on the city Treatment Plant Expansion Project. Their forte is design of treatment plants and comprehensive water plans. They are flexible and have been very responsive to our needs.

RECOMMENDATION

I recommend a Council Motion to approve the attached Professional Services Agreement with Gray & Osborne, Inc. to update the Comprehensive Water Plan, at a cost not to exceed \$28,000, and to authorize the Mayor to sign the contract.

CITY OF GIG HARBOR

*Gray & Osborne, Inc.*

CONSULTING ENGINEERS

701 Dexter Ave. N., Ste. 200 • Seattle, Washington 98109 • 206-284-0860
Tel. Fax 206-283-3208
4812 - 112th Street S.W. • Tacoma, Washington 98499 • 206-582-2663
107 South 3rd Street • Yakima, Washington 98901 • 509-453-4833

REPLY TO SEATTLE OFFICE

March 23, 1992

Mr. Ben Yazici, P.E.
Public Works Director
City of Gig Harbor
3105 Judson Street
P.O. Box 145
Gig Harbor, WA 98335

SUBJECT: PROPOSAL FOR COMPREHENSIVE WATER SYSTEM PLAN, CITY
OF GIG HARBOR, WASHINGTON; G&O #99925.63

Dear Mr. Yazici:

We are pleased to respond to your request to provide services to update your water system plan. Gray & Osborne has had extensive experience in preparing comprehensive water system plans and has also done planning, design and construction management of the full range of water system follow-on projects evaluated or proposed in these plans. We feel strongly that the planner must have this experience to be able to prepare a workable plan.

Our recent work includes preparation of comprehensive plans for Lynnwood, Long Beach, Milton, King County Water District No. 19, Alderwood Water District, Mukilteo, and Silver Lake Water District, as well as Fort Lewis. We utilized the Kentucky Pipes and Waterworks software and our computer-aided design facilities in preparing these plans.

We are eager to work with the City of Gig Harbor on this interesting project. We are prepared to update your 1986 comprehensive water plan to meet the current requirements of the State Department of Health "Drinking Water Regulations," WAC 246-290, dated April 1991, for a cost not to exceed \$28,000. This cost includes ten (10) final copies of the revised plan. Additional copies will be billed based on printing costs.

We hope this proposal is responsive to your needs, and that we may have the opportunity to present our interest and qualifications for this work to you in person. Please call if you have any questions.

Very truly yours,

GRAY & OSBORNE, INC.

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GIG HARBOR, WASHINGTON
AND
GRAY & OSBORNE, INC.

THIS AGREEMENT, made and entered into this _____ day of July, 1992, by and between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (hereinafter referred to as the "Owner") and Gray & Osborne, Inc. (hereinafter referred to as the "Consultant").

WHEREAS, the Owner desires to retain the Consultant to perform professional services for updating the existing Comprehensive Water Plan, (hereinafter referred to as the Project); and

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

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

SECTION 1 - ADMINISTRATION AND SUPERVISION

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

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

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

services.

SECTION 2 - SCOPE OF SERVICES

The Owner hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work attached hereto as Attachment A, which is incorporated herein by this reference.

SECTION 3 - CHANGES IN AND ADDITIONAL WORK

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

SECTION 4 - RESPONSIBILITY OF THE CONSULTANT

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

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

SECTION 5 - COMMENCEMENT AND COMPLETION OF PROJECT WORK

A. Time is of the essence in the performance by the Consultant. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Consultant shall complete the Project no later than March 15, 1993, and shall furnish any required follow-up services within

five (5) days following completion of the project.

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

SECTION 6 - COMPENSATION

A. Subject to the provisions set forth in this Agreement, the Consultant will be compensated a total not to exceed twenty-eight thousand dollars (\$28,000), to be paid by monthly payments by agreed percentages of work completed. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. The total fee and any individual phase amounts shall be subject only to authorized adjustments as specifically provided in this Agreement. In the event the Consultant incurs costs in excess of the total fee or the individual phase amounts, adjusted as provided herein, the Consultant shall pay such excess from its own funds and the Owner shall not be required to pay any part of such excess and the Consultant shall have no claim against the Owner on account thereof.

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

SECTION 7 - TERMINATION OF AGREEMENT

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

for consultation before termination.

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

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

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

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

SECTION 8 - LEGAL RELATIONS

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

B. In performing the services under the contract, Consultants agrees to indemnify and hold harmless the Owner

and Consultant's officers and employees to the fullest extent permitted by law, from and against any and all injury or damage to the Owner or its property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of performance of professional services under the terms hereof, including personal injuries or death, when caused in whole or in part by negligent acts, errors, or omissions of the Consultant, its agents, employees, representatives or subcontractors. In the event such claim, demand or cause of action is caused by the concurrent Owner, its agents or employees, this indemnity shall apply only to the extent of Consultant's negligence. Consultant specifically promises to defend and indemnify the Owner against claims or suits brought under Title 51 RCW by its employees or subcontractors and waives any immunity that the consultant may have under the title with respect to, but only to, the Owner. This paragraph shall not apply to damages or claims arising from the sole negligence of the Owner.

C. Consultant will provide and maintain at its sole expense such policies of general comprehensive liability insurance as may be appropriate to insure against any claim or claims for damage arising by reason of personal injury, death or property damage occasioned directly or indirectly in connection with the acts or omissions of the Consultant, its agents, employees, representatives or subcontractors. In no event shall such policies provide coverage in amounts less than five hundred thousand dollars (\$500,000) per person and one million dollars (\$1,000,000) per occurrence. The policy or policies shall require the insurer(s) to give the Owner at least 30 days advance written notice of any revocation, suspension, modification or termination of any such policy or policies. Consultant will not less than annually provide the Owner with evidence of compliance with this paragraph in the form of a certificate of insurance or evidence in such other form as the Owner will deem satisfactory. This paragraph shall survive the termination of this Agreement for a period of time necessary to adequately insure against all claims that could arise out of, or are related to, or that result during the terms of this Agreement.

D. Consultant will provide and maintain at its sole expense such policy of professional malpractice insurance to cover claims for damages arising by reason of the acts or omissions of Consultant in the performance of this

Agreement. In no event shall such policies provide coverage in amounts less than Five hundred thousand dollars (\$500,000). The policy or policies shall require the insurer(s) to give the Owner at least 30 days advance written notice of any revocation, suspension, modification or termination of any such policy or policies. Consultant will not less than annually provide the Owner with evidence of compliance with this paragraph in the form of a certificate of insurance or evidence in such other form as the Owner will deem satisfactory. This paragraph shall survive the termination of this Agreement for a period of time necessary to adequately insure against all claims that could arise out of, or are related to, or that result during the term of this Agreement.

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

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

SECTION 9 - NOTICE

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

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

Consultant: GRAY & OSBORNE, INC.
701 Dexter Avenue No., Ste. 200
Seattle, WA 98109

SECTION 10 - ENTIRETY, AMENDMENT AND EXECUTION OF AGREEMENT

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

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

SECTION 11 - OWNERSHIP OF DOCUMENTS

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

SECTION 12 - ASSIGNMENT

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

CITY OF GIG HARBOR

By _____
Mayor Gretchen Wilbert

Date _____

ATTEST/AUTHENTICATE:

Mark E. Hoppen
City Administrator

CONSULTANT

By _____

Date _____

**CITY OF GIG HARBOR
COMPREHENSIVE WATER SYSTEM PLAN**

CHAPTER 1 - BASIC PLANNING DATA

Authority and purpose

Background

Related planning documents

SECTION 1: FUTURE SERVICE AREA

Map of existing and future service areas

Adjacent water purveyors

(Written agreements with adjacent purveyors in Appendix)

Rationale/criteria for boundaries and future service area

SECTION 2: SERVICE AREA CHARACTERISTICS

History: growth, trends, water supply, response

Related plans: list, summarize

Geography, topography, major factors

SECTION 3: SERVICE AREA POLICIES

List of policies (ordinances, resolutions, etc.)

Summary

SECTION 4: FUTURE GROWTH

Land use

patterns, map (existing and future)

zoning policies

growth trends (including HB2929 discussion)

land use plans, effects, projections (10-20 years)

type of development

amount

location

timing

population
chart
forecasting technique

SECTION 5: FUTURE WATER DEMAND

Assess existing consumption

by use category

average and peak flows

daily flow data, 3 years of highest use months

system losses (source vs. connections)

Conservation: existing, proposed plans

Calculation of future demand

assumptions

by use category

fireflow demands

maximum instantaneous demands and average daily (5, 10 and 20
year planning period)

map showing high demand areas

CHAPTER 2: SYSTEM ANALYSIS

SECTION 6: PERFORMANCE AND DESIGN CRITERIA

Criteria: list and discuss application

water quality (MCLs, Cl₂ residual, corrosion control)

average and maximum daily demand

flow rates

fireflow and storage requirements

pressure zones, pressures

minimum pipe and hydrant sizes

(Standard construction specs for extensions in Appendix)

SECTION 7: INVENTORY OF EXISTING SYSTEM

Historical development

By group of functional components

list source, storage, transmission facilities and capacities

described functions and controls

relationships among components

assess effectiveness

schematic hydraulic profile

Evaluate recent improvements including interties

SECTION 8: FIRE FLOW

List standards utilized and source together with recommended changes

Fire flow to be related to growth or changing land use

Map showing Department of Health "development classifications" and previous City designation similar to sections 4 or 5

rural: lots > 1 acre

residential: < 1 acre, multi-family < 4,000 square feet, mobile homes

commercial/multi-family

industrial and schools

Summarize future needs and recommendations

SECTION 9: HYDRAULIC ANALYSIS

Computer analysis, description, methodology (Kentucky Pipes and Waterworks)

Hydrant flow and pressure data (verify)

methodology

assumptions

pressure limitations

scenarios considered

field verification/calibration

identify system deficiencies

Map of network

Summary of results

SECTION 10: WATER RESOURCES

Source status:

identify and describe watersheds, sources, and intakes including adjacent purveyors

identify and describe existing wells

verify source availability for existing and future demands

discuss and project other user demands

List water resource studies or plans

Identify potential contamination, health effects, pathway, impacts

Assess water rights

chart of status of water rights

pending legal actions

identify needs and consider reservations

SECTION 11: WATER QUALITY

Discuss the impacts and requirements of the Safe Drinking Water Act amendments of 1986

Source:

compare existing water quality data with standards

discuss future health impacts

monitoring and control criteria

Produced water:

chart summarizing data for last 5 years

compare with standards .

past and future problems and remedial action

Interties

Problems: how addressed

SECTION 12: SUMMARY OF SYSTEM DEFICIENCIES

Summarize previously identified needs

Prioritize source, storage, transmission and distribution system needs

Relate to health effects

CHAPTER 3: IMPROVEMENTS

SECTION 13: IDENTIFICATION OF IMPROVEMENTS

List needed improvements, source, storage, transmission and distribution

City of Gig Harbor and North Gig Harbor

construction and operation and maintenance

studies or programs

Identify alternatives: new source, improve/expand source, increase storage, purchase, new transmission lines distribution system modifications

Evaluate alternatives

Describe and justify recommended alternatives

Map showing location and sizing of proposed improvements

SECTION 14: SCHEDULING OF IMPROVEMENTS

Improvement schedule (two 5-year increments) based on the following criteria:

growth - additional source or storage

fixed dates - replacement, correction of problems, studies, mandates

financial priority - based on financing availability

Chart summarizing improvement schedule

SECTION 15: FINANCIAL PROGRAM

Financial framework

major facilities - thorough evaluation

critical facilities - specific arrangements

non-facilities - studies and programs, specific arrangements

timing - thorough 1st 5 years, general 2nd 5 years

location - more thorough inside existing service area boundaries and more specific for source and storage

Elements

past and present financial status

- 5 years operating income and expenses of the water utility
- annual indebtedness
- O&M expenses
- replacement funds
- major appropriations

available revenue sources

- investment funds
- billing revenue
- assessments, fees
- general obligation and revenue bonds
- grants and loans
- developer extensions
- user charges/connection charges

allocation of revenue sources

program justification - assessment of ability to raise revenue;
identify inflation rate, interest rate, bonding limit, grant eligibility
assumptions

rates: current, impact of improvements, rate changes

CHAPTER 4: OPERATIONS PROGRAM (IN APPENDIX)

Required by WAC; based on existing operations program included in 1986 report

System responsibility and authority

- organization chart

- major responsibilities for each position

- certification requirements and how met

System operation and control

- identify major components

- map
- describe operation
- alternate modes

routine operation - startup and shutdown, safety, recordkeeping

preventative maintenance - tasks, frequency, inspection

inventory

equipment, supplies, chemicals
service reps, suppliers
manufacturer's technical specifications
stocks needed

Water quality monitoring

routine procedures

location of sampling points
how selected
responsible persons
number and frequency of sampling
laboratory

violation procedures

Emergency response program

call-up list: priority personnel, titles, numbers, responsibilities,
expertise

vulnerability analysis: emergency situations, system weaknesses

contingency plan: for each major, vulnerable facility

Cross-connection control program

authority

responsibilities

procedures for identification and elimination

information on file

CHAPTER 5: SUPPORTIVE DOCUMENTS

SEPA Checklist

Satellite system management

Agreements

Comments from affected entities

Standard Construction Specifications

Conservation Plan

CITY OF GIG HARBOR
WATER COMPREHENSIVE PLAN PROPOSAL
COST ESTIMATE

TASK	Principal Engineer	Project Engineer	Design Engineer	Technician
Section 1 Future Service Area	1	8	8	8
Section 2 Service Area Characteristics	1	6	10	8
Section 3 Service Area Policies	1	10	8	0
Section 4 Future Growth	1	8	10	8
Section 5 Future Water Demand	1	10	20	8
Section 6 Performance and Design Criteria	1	10	8	0
Section 7 Inventory of Existing System	1	20	10	10
Section 8 Fireflow	1	8	10	0
Section 9 Hydraulic Analysis	4	18	30	20
Section 10 Water Resources	1	10	10	4
Section 11 Water Quality	2	8	16	4
Section 12 Summary of System Deficiencies	3	16	8	8
Section 13 Identification of Improvements	2	10	12	10
Section 14 Scheduling of Improvements	2	8	10	8
Section 15 Financial Program	2	16	20	0
Operations Program	1	10	20	8
SEPA	0	4	8	0
Conservation Plan	1	10	12	0
Total Manhours	26	190	230	104
Est'd Wage	\$33.50	\$24.50	\$18.00	\$13.00
Salary Cost	871	4,655	4,140	1,352
Total Direct Salary Cost				11,018
Indirect Cost (121%)				13,332
Subtotal				24,350
Fixed Fee (15%)				3,652
TOTAL				\$28,002

ENGINEERING
PLANNING
MANAGEMENT

April 3, 1992

Mr. Ben Yazici, City Engineer
City of Gig Harbor
P. O. Box 145
Gig Harbor, Washington 98335

733 MARKET STREET

Dear Mr. Yazici:

This will confirm our meeting of February 26, 1992 at which time we offered our qualifications and proposal to prepare the Comprehensive Water Plan Update for Gig Harbor for a fee of approximately \$35,000. This fee was conditioned upon performing both the Water and Sewer Plans concurrently.

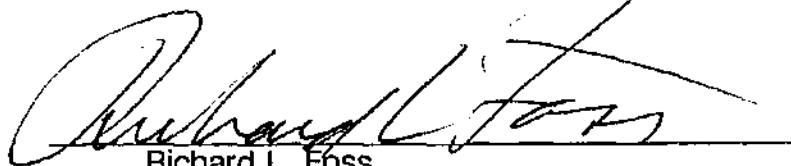
SUITE 500

If you have any further questions, please call.

Very truly yours,

TACOMA, WA 98402

CONSOER, TOWNSEND & ASSOCIATES, INC.



Richard L. Foss

FAX 206/572-8886

206/572-9850



C O N S O E R
T O W N S E N D
&
A S S O C I A T E S

CITY OF GIG HARBOR

Water Comprehensive Plan Information and Questions

I believe we can accomplish the update to Gig Harbor's Comprehensive Water Plan at relatively little expense if the following is all that is needed:

1. Use the existing write up as provided by KCM in the 1986 Update.
2. Only change the minimum information needed to bring it up to 1992.

If we get an okay for Item No. 1, Item No. 2 will require the following:

1. New vicinity maps with changes in City boundaries and potential service areas. Included will be the interaction with private purveyors that serve the surrounding unincorporated area.
2. Review and revise growth assumptions, as needed. Use 1990 census and Pierce County Planning population projections. If P.C. does not have projections, we will have to provide them.
3. Review the City's annexation policy.
4. Review City agreements with private purveyors.
5. Recognize Pierce County's Water Coordination Plan and the Draft Gig Harbor Groundwater Management Plan.
6. Review Gig Harbor's and Pierce County's land uses in the service area, and prepare new map as needed.
7. Evaluate Gig Harbor's adherence to the 1986 Update for capital improvements completed, including pipeline additions, new storage and new supply.
8. Review Gig Harbor's water consumption figures.
9. Review Gig Harbor's compliance with water quality standards, and possible need for treatment for manganese.
10. Do a new hydraulic analysis. The existing analysis was done on KYPIPE. Ben would like to use AWWA's model if the cost is low enough.
11. Check their existing service area map and update as needed.
12. Evaluate current conditions relative to the Washington Survey and Rating Bureau Fireflow Recommendations. Provide new Pierce County fireflow requirements.
13. Evaluate System Capacity.
14. Review and Evaluate Gig Harbor's Water Utility financial program.
15. Review the Water System Operations Plan.
16. Prepare a new Environmental Checklist.

25,000

Kramer, Chin & Mayo, Inc.

KCM

July 22, 1992

City of Gig Harbor
 3105 Judson Street
 P.O. Box 145
 Gig Harbor, Washington 98335

Attention: Mr. Ben Yazici, P.E.
 Public Works Director

Subject: Comprehensive Water Plan Update

Post-It™ brand fax transmittal memo 7671

To	Ben Yazici	From	Steve Wagner	# of pages	1
Co.	City of Gig Harbor	Co.	KCM		
Dept.	P.W. Director	Phone #	443-5305		
Fax #	1-851-8563	Fax #	443-5372		
JOB # 92800-01					

Dear Ben:

KCM, Inc. is pleased to respond to your request for information for updating the Comprehensive Water Plan for the City of Gig Harbor. As we discussed over the telephone, KCM developed the Comprehensive Water Plan for the City in 1981 and in 1986 and these have served the City well. In addition to past work files, KCM has copies of the KPIPE hydraulic network analysis models for the existing and future planned water system. However, much has changed in terms of the DOH reporting requirements and the extent of the planned future service area since 1986.

An examination of the latest future system boundaries compared with 1986 shows a doubling of the service area. DOH now requires cities to include more rigorous financial planning, a water conservation program, a cross-connection control program, impact discussion of the Safe Drinking Water Act, and a water quality monitoring plan, along with other more minor additional items. These items are in addition to the information required with the last update in 1986. Depending on the level of detail desired by the City, these new items can add substantially to the amount of work and cost of the water plan update. Until we meet to define the level of detail, a precise cost estimate is difficult to provide. However, we have preliminarily estimated that the update will cost between \$35,000 and \$45,000 and take about six month to accomplish.

KCM has the background to develop the plan update thoroughly and most efficiently based on our previous work. We would be very pleased to assist the City of Gig Harbor again in this important planning effort. Please call me at 443-5305 if additional information is needed. We look forward to hearing from you soon. Thanks for considering KCM.

Sincerely,

KRAMER, CHIN & MAYO, INC.

Stephen C. Wagner
 Stephen C. Wagner, P.E.
 Vice President

SCW:pa


c: Mort Thomas, P.E.
 Brad Bogus, P.E.





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

MEMORANDUM

TO: City Council
FROM: Planning Staff 
DATE: July 27, 1992
RE: Seaview Place - Request for Council consideration
of removal of existing trees along Soundview Drive
frontage

=====

Seaview Place Subdivision received preliminary plat approval on December 10, 1992 subject to the condition that all significant trees in the perimeters of the subdivision with a diameter of 8 inches or larger be retained and that the majority of the smaller trees in the perimeter also be retained. Trees to be retained were identified with the Staff and clearing has commenced accordingly. However, Mr. Melvin Garland, representing the developer, is requesting that the Council reconsider its requirement to preserve trees along the east side of the property adjacent to Soundview Drive.

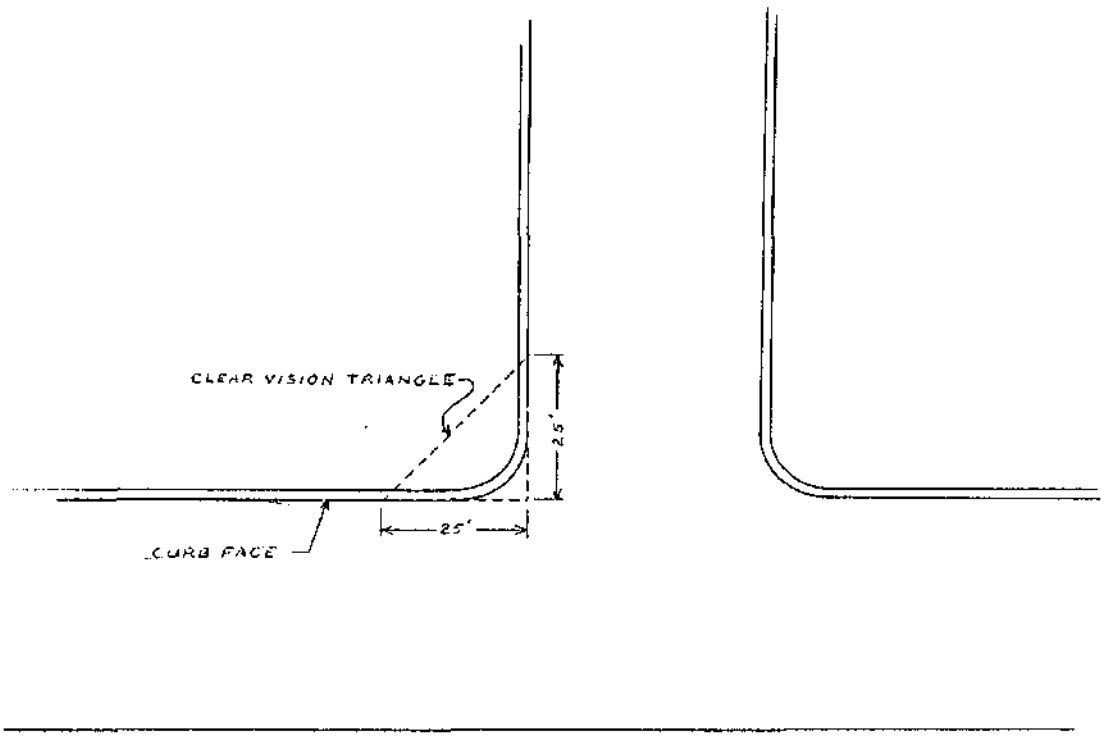
Mr. Garland states that the widening of Soundview Drive will require removal of a certain portion of these trees leaving only a narrow strip of trees which would be vulnerable to wind forces. He also states that the trees pose a significant hazard to drivers of vehicles existing the subdivision due to poor visibility of on-coming traffic.

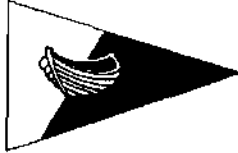
The Staff has considered Mr. Garland's concerns and has determined that there may be cause for some selective thinning of dead trees and branches and also removal of some trees near the subdivision's entrance. However, the Staff believes that there is no compelling reason to remove most of these trees. This is the only area on site which provides a reasonable opportunity to preserve some of the natural vegetation. The remaining periphery of this site is characterized by sparsely scattered trees which may or may no survive the impacts of development and which are visually less significant.

Regarding Mr. Garland's concerns over the Soundview expansion project, the Public Works department has indicated that no additional trees will be removed for the Soundview

project except possibly for the installation of an electric vault. The width of the existing tree stand will essentially remain unchanged.

The Staff believes that narrow or linear strips of tree retention will do little to preserve the visual and environmental quality the area. While the subject stand of trees on the Seaview parcel is narrow, it begins to approach a width which is visually significant. The Staff therefore recommends that the Council only approve removal of those trees which are adjacent to the subdivision entrance and which are within a view triangle measured twenty five feet from the apex of the triangle along Soundview Drive and Seaview Place curb, and also selective thinning of dead trees and branches as approved by the Planning Staff.





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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Gretchen Wilbert and City Council
FROM: *SB* Steve Bowman, Building Official/Fire Marshal
RE: STREET NAME CHANGE FOR SNOWROCK SUBDIVISION
DATE: July 15, 1992

The city has received a request for the renaming of a street within the Snowrock Subdivision. Notification of the proposed street name has been circulated among city, county and public agencies for comments. Please find attached: proposed street name, letter of request and location maps.

COMMENTS:

The Addressing Ordinance recognizes the use of Peninsula Historical Society names or others as allowed by the Gig Harbor City Council. Historical names have been submitted to the applicant and have not been accepted. The Gig Harbor Postmaster has reviewed the proposed street names and has not found conflict with other street names in the Gig Harbor post office district.

Greyhawk Avenue: Greyhawk Court was proposed as a renaming of the street name Snowrock Avenue. The Gig Harbor Addressing Ordinance recognizes the street endings of Avenue for through streets and Place for permanently closed avenues which travel north and south. The applicant has stated that the street ending of Avenue is preferred over the street ending of Place. Since this street is a permanently closed avenue which travels north and south, it should have the street ending of Place to conform with the Addressing Ordinance.

RECOMMENDATION:

The Mayor and City Council approve the street name **Greyhawk Place** as proposed by the property owner and in conformance with the Addressing Ordinance for the street gaining access from Edwards Drive.

MEMORANDUM FROM:
CITY OF GIG HARBOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 145
GIG HARBOR, WASHINGTON 98335

REQUEST COMMENTS FOR:

New/Change of address New/Change of street name x

Owner/Project Name SNOWROCK HEIGHTS ADDITION
Present Address/Name SNOWROCK AVENUE
New Address/Name GREYHAWK AVENUE
Owner's Office Phone No. . . 822-1668
Owner's Home Phone No. . . .

Copy of memo sent to: Date: 7/2/92

- x Planning/Building City Hall
- x Gig Harbor Police City Hall
- x Public Works City Hall
- x Water & Sewer City Hall
- x Fire Prevention 6711 Kimball Drive, Gig Harbor
- x Post Office Gig Harbor
- x Peninsula Light P.O. Box 78
- x 9-1-1 Emergency Staff . 8102 Skansie Attn:Janie Carpenter
- x Cable TV Puget Sound . 2316 S. State St., Tacoma 98405
- x 9-1-1 Tacoma Office. . .Rm B-33, 930 Tacoma Ave. S, 98402

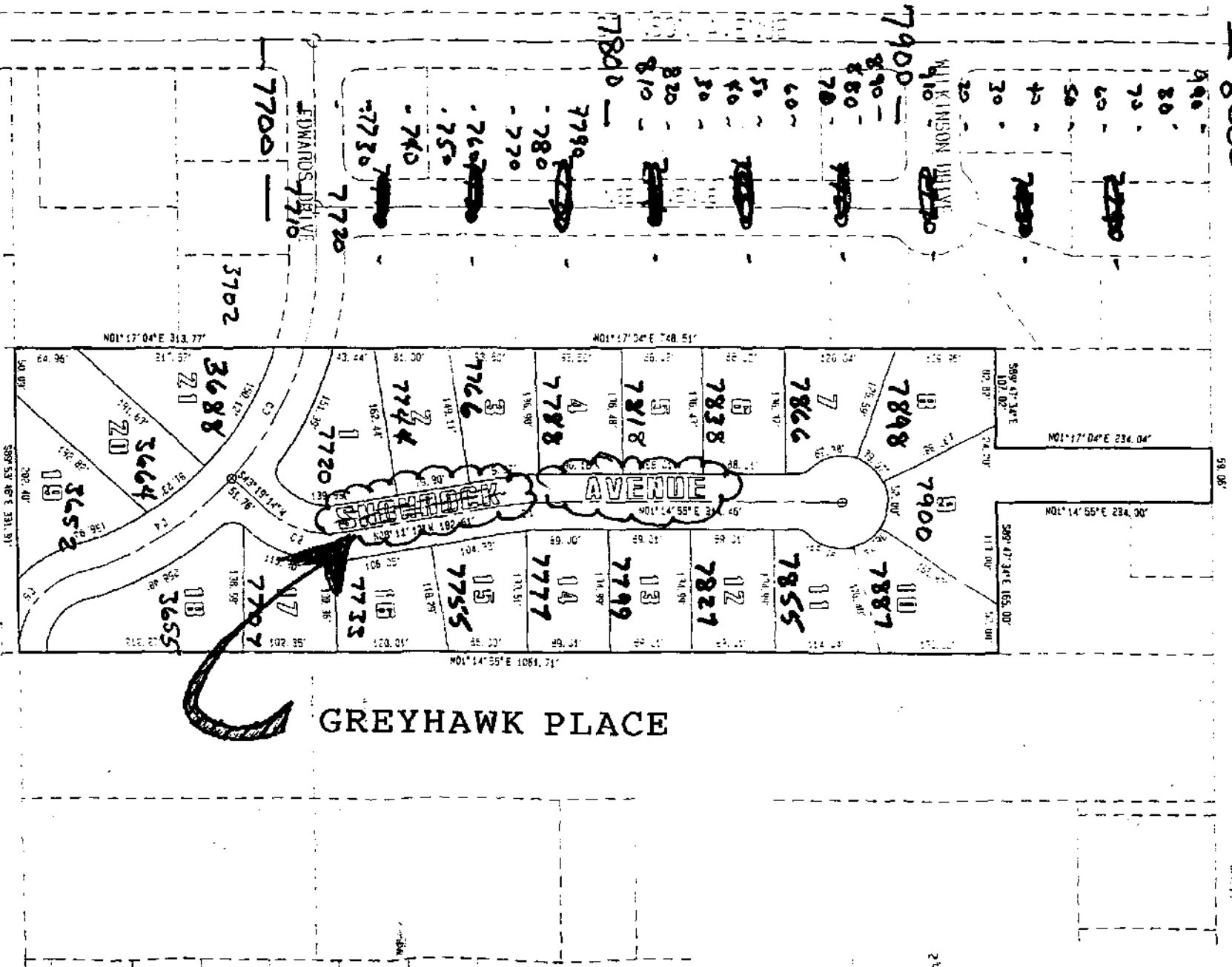
COMMENTS:

If comments are not received by July 22, 1992, the Address/Name change will be finalized.

You will receive an official notice stating the approved Address/Name change. This is not a notice of approval.

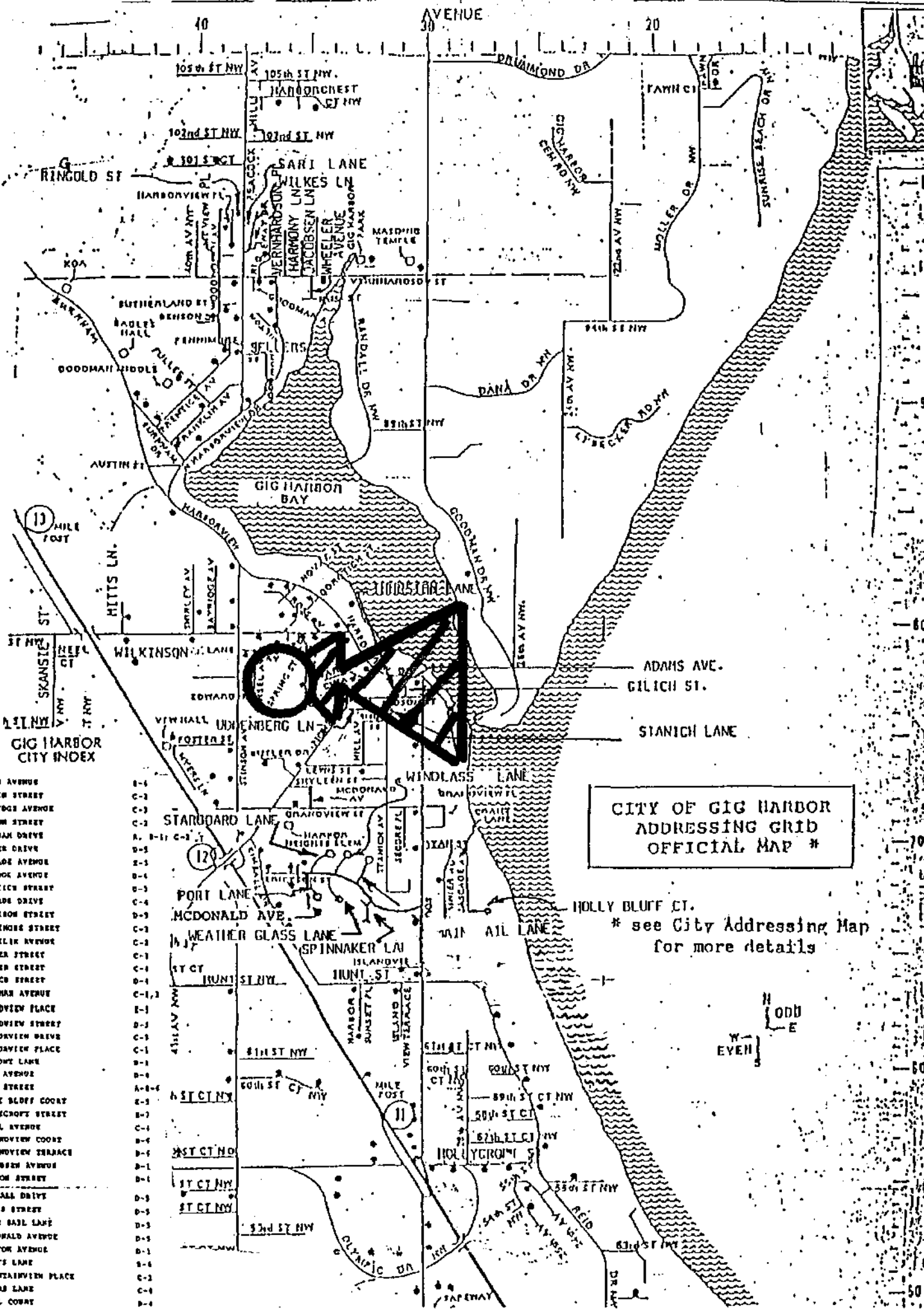
If you have any questions or if we may be of any assistance, please call Steve Bowman, Building Official at 851-8136.

Encl: Grid map x ; A.P. map x ; Information letter x



GREYHAWK PLACE

GREYHAWK AVENUE



GIG HARBOR CITY INDEX

- ADAMS AVENUE C-4
- AUSTIN STREET C-2
- BAYBIDGE AVENUE C-3
- BENSON STREET C-3
- BORNSAN DRIVE C-3
- BUTLER DRIVE D-5
- CASCADE AVENUE E-3
- CHIMOOK AVENUE D-4
- DOADICHS STREET D-5
- HOWARD DRIVE C-4
- BRACKEN STREET D-5
- FENNINGS STREET C-3
- FRANKLIN AVENUE C-3
- FULLER STREET C-1
- FOSTER STREET C-4
- GILICH STREET D-4
- GOODMAN AVENUE C-1,2
- GRANDVIEW PLACE E-1
- GRANDVIEW STREET D-3
- HARBORVIEW DRIVE C-3
- HARBORVIEW PLACE C-1
- HARBOUR LANE D-1
- HILL AVENUE D-4
- HUNT STREET A-4
- HOLLY BLUFF COURT E-3
- HOLLECOPT STREET E-3
- INSEL AVENUE C-4
- ISLANDVIEW COURT D-4
- ISLANDVIEW TERRACE D-5
- JACOBSEN AVENUE D-1
- JUDSON STREET D-1
- KEMMEL DRIVE D-5
- LEWIS STREET D-5
- MAIR BAZL LANE D-5
- MCDONALD AVENUE D-5
- MILTON AVENUE D-1
- HITTS LANE E-4
- MOUNTAINVIEW PLACE C-3
- HYERS LANE C-4
- HEEL COURT D-4

CITY OF GIG HARBOR
ADDRESSING GRID
OFFICIAL MAP #

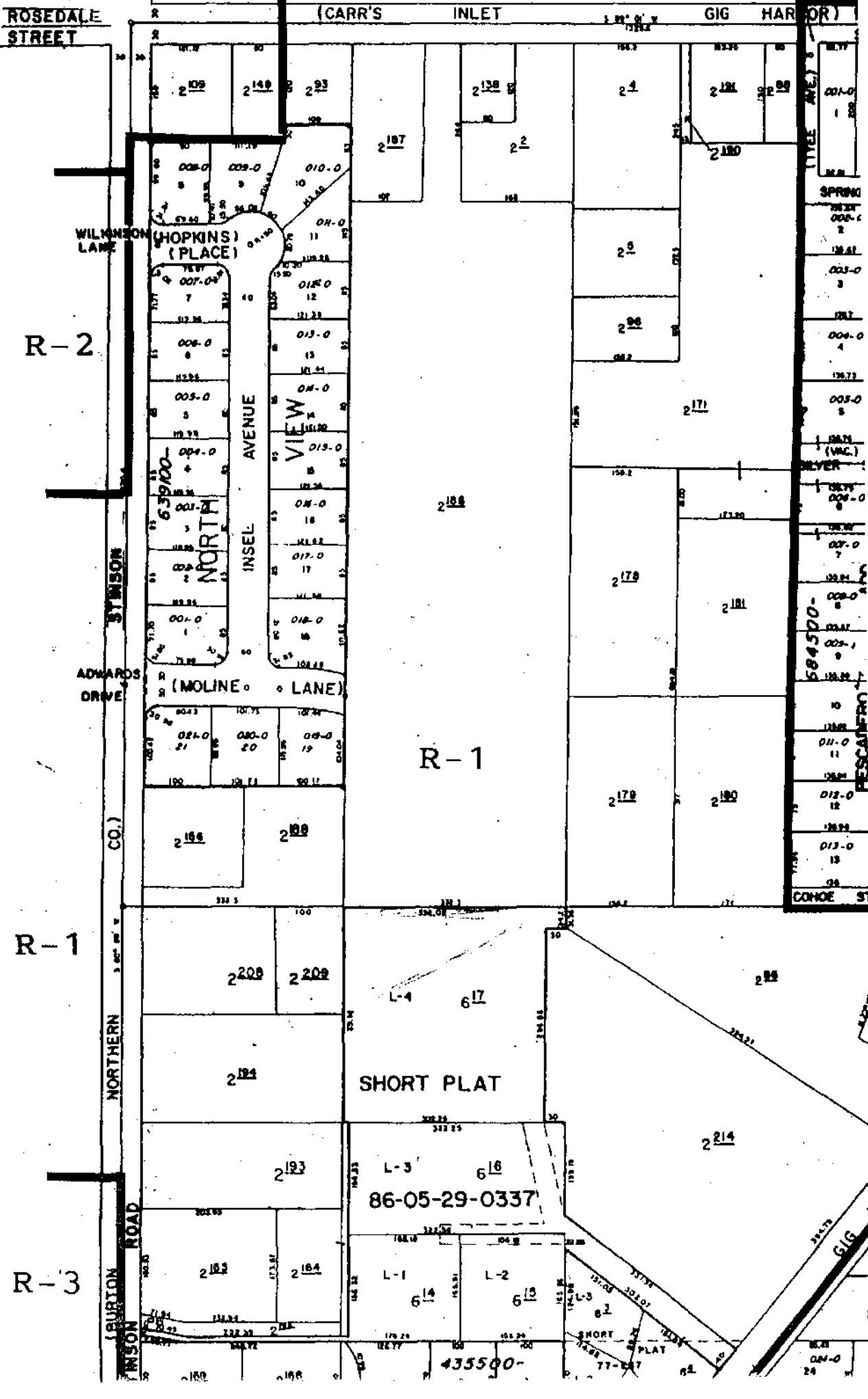
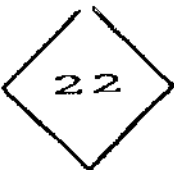
HOLLY BLUFF CT.
* see City Addressing Map
for more details



STREET 10 20 30 40 50 60 70 80 90 100

NW 8 T 21N R 2E

SCALE: 1" = 100'



R-2

R-1

R-1

R-3

SHORT PLAT

86-05-29-0337

435500-

584570-
PESCAMERO

CONOE ST

northwest commercial

real estate brokerage and development

6/22/92

Steve Bowman
City of Gig Harbor
3105 JUDSON
Gig Harbor, WA 98335

Dear Steve,

We are currently developing the Preliminary Plat of SNOWROCK HEIGHTS. We are hereby requesting a change in the name of the plat to "GREYHAWK" and a change in the name of the RAT STREET to "GREYHAWK COURT."

Thank you for your cooperation.

Sincerely,

Juh Milling



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 Council members
From: Mark Hoppen, City Administrator
Subject: Renewal of Insurance Coverage
Date: 7/17/92

After receiving quotes from the Hartford and from Scottsdale Insurance through our broker, Bratrud-Middleton, I am recommending that we renew our coverages at the net premium of \$88,211.43 and that the Council authorize me to renegotiate our contract for the next annum with our broker. This brokerage fee is in the neighborhood of \$4000 per year.

Our premium has gone up \$1997.17. Our premium with AWC would be about \$100,000 for the coming year for similar coverage.

I am recommending that we obtain earthquake coverage this coming year at a cost of \$5,956 with a 5% minimum \$25,000 deductible. Considering the cost of the catastrophic loss of our utilities, I think this is relatively inexpensive coverage.

PREMIUM SUMMARY

CITY OF GIG HARBOR

<u>Coverage</u>	<u>NET Premiums</u> <u>91/92</u>	<u>NET Premiums</u> <u>92/93</u>
Blanket Bldgs./Personal Prop. (Hartford)	\$ 4,765.00	\$ 5,106.00
Scheduled Equipment (Hartford)	\$ 128.00	127.00
General Liability Claimsmade Form (Hartford) Chemical Spraying Coverage Not Available	\$40,252.75	\$40,450.59
Law Enforcement Liability (Scottsdale)	\$11,911.79	\$12,910.52
Public Official Liability (Scottsdale)	\$ 3,401.72	\$ 3,416.32
Autos (Hartford)	\$ 7,598.00	\$ 8,420.00
Excess Liability Claimsmade (Hartford)	\$ 5,415.00	\$ 4,954.00
Boiler & Machinery (Kemper)	\$ 1,714.00	\$ 1,800.00
Blanket Fidelity Bond \$1,000,000 Limit/\$1,000 Ded. (Fidelity & Deposit)	\$ 1,071.00	\$ 1,071.00
Brokers Fee - Bratrud Middleton	\$ 4,000.00	\$ 4,000.00
TOTAL	\$80,257.26	\$82,255.43

EXCESS COVERAGE IS EXCESS OF HARTFORD COVERAGE ONLY AND DOES NOT APPLY TO LAW ENFORCEMENT/FALSE ARREST OR PUBLIC OFFICIALS E & O.

PUBLIC SAFETY COMMITTEE MINUTES
July 16, 1992

Members Present: Nick Markovich
Mark Hoppen
Dennis Richards
Ben Yazici

Nonmembers Present: Mayor Gretchen Wilbert
Wayne Tanaka, City Attorney

AGENDA

1. Call to Order. Mark Hoppen called the meeting to order at 8:30 a.m.
2. Minutes of the previous meeting. Denny Richards read the minutes of the previous meeting. They were approved unanimously.
3. Elections. A motions was made by Nick Markovich to elect Mark Hoppen as Chair. This motion was seconded by Ben Yazici. The motion was passed unanimously.

A second motion was made by Denny Richards to elect Ben Yazici as Secretary. This was seconded by Mark Hoppen, and passed unanimously.

4. Request for time extension for Safety Meeting. A motion was made by Mark Hoppen to extend the length of this safety meeting from the standard sixty minutes to ninety minutes. This motion was seconded by Ben Yazici, and passed unanimously.

OLD BUSINESS

1. Truck traffic through city. Mayor Wilbert asked the committee to consider restricting truck traffic on various city streets.

After discussing several options, a motion by Nick Markovich was introduced to ban all truck traffic except utility and delivery trucks on Pioneer Way, between Grandview and Harborview Drive, Stinson Avenue between Grandview and Harborview Drive, Soundview Drive between Olympic Shopping

Center and Judson Street, and Rosedale Street between Stinson Avenue and Harborview Drive. Mark Hoppen was asked to prepare an ordinance and bring it before City Council for consideration. The motion was seconded by Mark Hoppen. The motion passed by a vote of 3-1, with Ben Yazici voting against.

NEW BUSINESS

1. Fireworks. The safety committee decided not to prepare an ordinance for the city council's consideration to ban fireworks in the city. A motion was proposed by Ben Yazici to review weather conditions during the firework season in 1993. If drought conditions exist, an ordinance could be prepared restricting fireworks in the city. This motion was seconded by Denny Richards and passed unanimously.

2. Hazardous waste disposal. The committee requested Ben Yazici to coordinate with Pierce County in obtaining information and setting up a portable hazardous waste disposal site in the City of Gig Harbor. Ben will also obtain all necessary information from the City of Tacoma and any private companies involved in hazardous waste disposal.

3. Marine regulations. A motion was made by Nick Markovich to have Mark Hoppen prepare an ordinance for regulating marine activities in Gig Harbor. He has been asked to present this ordinance at the next safety committee meeting. The motion was seconded by Ben Yazici, and passed unanimously.

4. Sidewalk Ordinance. The committee asked Wayne Tanaka to review potential liability involving the city and property owners for the sidewalks. Wayne will report back at the next safety committee meeting.

OTHER

1. Employee safety concerns. Ben Yazici indicated that the Public Works Department is in the process of purchasing a safety training video tapes for public work's activities such as trench excavation, shoring, etc. The cost of the tapes will be absorbed by the public work's training budget.

2. Emergency Preparedness information. Mark Hoppen will mail Emergency Preparedness pamphlets to Gig Harbor residents.

3. Next safety council meeting. A motion was made by Mark Hoppen to meet on August 20, 1992 at ~~9:30~~ ^{7:00 A.M.} a.m. Motion seconded by Ben Yazici. The motion was passed unanimously.

ADJOURN

Mark Hoppen moved to adjourn the meeting. This was seconded by Denny Richards and passed unanimously.

Respectfully submitted,



Ben Yazici, Secretary

