

GIG HARBOR CITY COUNCIL MEETING



October 14, 1996

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
October 14, 1996 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Proclamation - Peninsula F.I.S.H.
2. Proclamation - P.C. Commission Against Domestic Violence.

OLD BUSINESS:

1. Resolution- Approving SDP 95-06/SPR 95-10 Robert Philpot Fuel Dock.

NEW BUSINESS:

1. Anchorage Park Consultant Services Agreement.
2. Jerisich Dock Expansion Project.
3. Appeal of Hearing Examiner's Decision - CUP 96-06, Doris Grotz.
4. GMA Grant Contract - Dept. of Community Trade and Economic Development.
3. Appointment to the Planning Commission.
5. Special Occasion Liquor License - North American Gymnastic Boosters.
6. Special Occasion Liquor License - North Tacoma Eagles.
7. Special Occasion Liquor License - Knights of Columbus.
8. Liquor License Renewals - Bayview Grocery; Gig Pub & Grill; and Olympic Village BP.

MAYOR'S REPORT:

Incoming, On-going Art.

COUNCIL COMMENTS:

STAFF REPORTS:

Chief Barker - September Report for G.H.P.D.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLLS:

EXECUTIVE SESSION: Potential litigation.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 23, 1996

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

PUBLIC COMMENT / DISCUSSION:

Mayor Wilbert explained that Mayor Leonard Sanderson, from the City of Milton, had contacted her requesting to talk to the Councilmembers about Rainier Cable Commission, but was not in time to make onto the agenda. She introduced Mayor Sanderson.

Mayor Leonard Sanderson - 1000 Laurel, Milton, Washington. Mayor Sanderson gave an overview of Rainier Cable Commission and how the Commission came about. He asked Councilmembers to consider joining the commission and introduced Bill Altman.

Bill Altman, PO Box 5305, Tacoma. Mr. Altman explained that he was the coordinator for Rainier Cable Commission. He summarized the function of Rainier Cable Commission and encouraged the City to get involved in helping to develop an Ordinance covering all providers of cable service.

Mayor Wilbert said she would get more information about joining, what it involved and the costs and bring it back to Council at a later date.

Bob Leslie - 7118 Ford Drive. Mr. Leslie, Counselor at Discovery Elementary, gave a presentation on the history and function of Peninsula F.I.S.H. He announced that F.I.S.H. was celebrating their 20th anniversary next Sunday at the Methodist Church.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich thanked Council members for amending the Design Manual for the Millville area. He then asked Council to consider allowing for additional time for citizens to speak before the final decision is made on controversial issues, when amendments are made by staff and Council, even though the public hearing process has been completed. He also voiced his displeasure that a letter from someone who did not live in city limits had been read entirely into the record, and his had not.

CALL TO ORDER: 7:30 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the September 23, 1996 meeting as presented.
Picinich/Markovich - unanimously approved.

CORRESPONDENCE / PROCLAMATIONS:

1. PCFPD #5 - Life Vest Awareness Sign. Mayor Wilbert spoke briefly about this letter thanking the City for posting a life vest awareness sign at Jerisich Park Dock.

2. Safe Streets Campaign. Mayor Wilbert explained that the City receives a letter similar to this each year inviting participation in the consortium to build a strong citizen mobilization effort.
3. Gig Harbor Peninsula Historical Society - Fr. Gary Weisenberger. Mayor Wilbert said she had been attending the Historical Society meetings and would keep the Council posted on the effort to find a new location for the Historical Society.

OLD BUSINESS:

1. Second Reading - Check Handling Fee Ordinance and Resolution. Tom Enlow introduced this ordinance establishing a check-handling fee to deal with the increased amount of checks being returned by banks for insufficient funds. He added that a Resolution had been included establishing the fee at \$20. Councilmember Picinich said he had checked around and found that the rate charged by other businesses was \$25 and recommended raising the fee to that amount.

MOTION: Move to approve Ordinance No. 738 establishing a check-handling fee.
Picinich/Ekberg - unanimously approved.

MOTION: Move to approve Resolution No. 478 establishing the check-handling fee at \$25.00.
Picinich/Ekberg - unanimously approved.

NEW BUSINESS:

1. Gig Harbor North - Annexation. Mark Hoppen introduced this effort to annex approximately 795 acres north of the city limits. He introduced Ray Gilmore, Planning Director, who gave a history of the efforts of the Planning Commission to develop the zoning for the area and the time-line for completion of the annexation. Wes Hill, Public Works Director, gave an overview of the road, sewer, and water requirements for the proposed annexation area. He answered questions regarding the East/West Road and Peacock connection, and added that it would take approximately 12 months from the date of annexation until the feasibility study would be completed.

David Cunningham - Pope Resources, Poulsbo. Mr. Cunningham gave a background of the years of efforts to bring this annexation to fruition. He talked about the unique opportunity for both the city and the property owners to plan this area that will become Gig Harbor's Northern Gateway. He said he appreciated the support of staff in this time consuming effort.

Wade Perrow - 9119 North Harborview Drive. Mr. Perrow said that he had reviewed the zoning information and found inconsistencies with the mixed use overlay for Gig Harbor

North and what was listed in the Comp Plan adopted in 1994. He added that he was not requesting that this be changed at this time, but that the changes be considered in the future.

Ray Gilmore explained that if the annexation was approved, it would be sent to the Boundary Review Board and an ordinance would return for Council's approval some time in December, with a public hearing to be held at the first reading of the ordinance.

MOTION: Move to approve Resolution No. 479 accepting the annexation petition for the area commonly known as Gig Harbor North (ANX91-04) and declaring the City's intent to adopt proposed zoning regulations for the annexation area and to enter into a preannexation agreement with the property owners for the property, referring the petition for annexation to the Pierce County Boundary Review Board. Markovich/Picinich - unanimously approved.

MOTION: Move that we authorize acceptance of the Parks Right of First Refusal. Markovich/Picinich - unanimously approved.

MOTION: Move adoption of the East-West Road agreement. Markovich/Picinich - unanimously approved.

MOTION: Move to approve the Preannexation Agreement also known as Exhibit 'D'. Picinich/Markovich - unanimously approved.

MOTION: Move to approve the Agreement for Dedication of Right-of-Way to the City of Gig Harbor. Markovich/Picinich - unanimously approved.

2. Harbor Wollochet Sewer District - Contract. Mark Hoppen introduced this final agreement to contract for sewer between the Harbor Wollochet Sewer District and the City of Gig Harbor. He explained that the details had been worked out over the months, and the contract meets the requirements that were requested by Council in the previous approval. Wes Hill answered Council's questions regarding the size of the line, flow, and what effect the additional flow would have on the treatment plant capacity.

Mark Calkins, attorney for the Sewer District, gave a history of the need to treat the secondary treatment of the effluent from the Harbor Wollochet development. He explained that many options had been explored, and the only feasible solution was the construction of a line to hook to the City's sewer. He introduced one of the Commissioners of the Sewer District, Susan Manger Campbell, coordinator for the Harbor Wollochet Sewer District.

Ms. Campbell explained that the development was under administrative order by the Department of Ecology to obtain secondary treatment for their effluent. She emphasized that much research had been done before coming to the City to propose the construction of a transmission line to Gig Harbor. She added that the Sewer District had agreed to meet all the conditions of the contract and said she hoped that the City would approve the contract. She introduced Nancy Lockett from Grey & Osborne Engineers.

Ms. Lockett stated that the district had looked at every option, and the only choice was the transmission of the District's septic effluent to Gig Harbor. She described how the project would be constructed, and explained the need for the 4" line to reduce friction in the line from the pressure. She added that the district would construct, own, and maintain the line and explained that funding for the project would be accomplished through applying for grants.

Councilmember Platt asked about the build-out of the development and voiced concern with condition number 1 in the contract concerning permitting urban development, and the reference to 66 "lots" in some places and 66 "individual residential connections" in others. Carol Morris read the portion from the city code where the language regarding urban development came from. Councilmember Platt suggested including the entire paragraph to clarify the meaning of condition 1 and changing all references to "lots" to "single residential connections." Mayor Wilbert asked that the words "Pierce County" be added and the word annexation be removed from the title in Section 12.

MOTION: Move we approved the utility extension and capacity agreement between the City of Gig Harbor and Harbor Wollochet Sewer District, with the inclusion in the fifth "WHEREAS" under subparagraph 1, the full language from the city code, changing the reference from 66 "lots" to "single family residential connections," and adding the words "Pierce County" and delete "Annexation" from Title 12.
Ekberg/Owel - unanimously approved.

3. Sewer Extension Request - Westside Square. Mark Hoppen introduced this request from John and Carol Holmaas for 3 ERUs of sewer service for two existing business office buildings on two parcels within ULID #2. He introduced Mr. Holmaas who gave a brief overview of the project and plans for under grounding overhead utilities at the same time the sewer line is constructed.

MOTION: Move to approve the sewer contract as presented.
Owel/Picinich - unanimously approved.

4. Appeal of Hearing Examiner Decision - Robert Philpott Fuel Dock. Mayor Wilbert read the procedure for an Appeal of the Hearing Examiner and asked if any Councilmembers wished to reveal any ex parte oral or written communications on this matter, or to disclose any

potential appearance of fairness issues, or if any member of the audience had any appearance of fairness challenges to any of the Councilmembers or Mayor. There was no response to this query. She then asked the representatives for the project, Robert Philpott and Alexandra Smith, to take an oath of honesty in any testimony that they may give, to which they answered affirmatively. Mayor Wilbert then reminded the applicant/appellant that the appeal was based upon the record before the Hearing Examiner and that no new testimony could be presented. She introduced Steve Osguthorpe.

Mr. Osguthorpe gave a history of the project and explained that two items of concern were being addressed, the ingress/egress of the fuel truck and use of the fuel dock for moorage and fueling. He said that the project was remanded back to the Hearing Examiner after it was appealed to the Council by Adam and Maxine Ross, and the Hearing Examiner concluded that the ingress and egress for the fuel truck would be sufficient, and that transient moorage should not be allowed on the same dock. He said that there was a request for reconsideration of these decisions submitted by Mr. Paglia and the Rosses, but upon reconsideration, the Hearing Examiner stated that his decision would remain unchanged. Mr. Osguthorpe continued to say that an appeal of the Hearing Examiner's decision was received from Alexandra Smith, representing Mr. Philpott. Steve said that staff made a final analysis based upon the Hearing Examiner's report, and determined that smaller fuel trucks for delivery could be utilized, and that the Fire Marshal continued to maintain that the proposal can meet the fire code requirements, and recommended that this item not be included as a condition of approval. Steve added that the transient moorage proposed to satisfy the public access requirement could be eliminated subject to certain criteria of the Shoreline Management Plan.

Carol Morris asked the Council to reverse the Hearing Examiner's recommendation with regards to eliminate transient moorage and cited UFC provisions as an example. She then addressed Councilmember Markovich's concerns regarding different provisions in the UFC referring to separation criteria. Steve Bowman, Building Official and Fire Marshal, continued to address these concerns and described the process they used in Staff's determination on this issue. Councilmember Platt pointed out that what was being proposed was similar to a fuel dock that used to exist in the City.

Alexandra Smith, attorney for Mr. Philpott, said she would like to focus on the appeal of the fire code interpretation by the Hearing Examiner asked Council to accept the City Attorney and Staff's recommendation that transient moorage be allowed on the fueling dock with a 20' separation. She discussed utilizing the smaller fueling trucks to allay the concerns about ingress and egress.

John Paglia objected and said that this was beyond the record. Steve Osguthorpe said that the smaller truck had been discussed at the Hearing Examiner's hearing. Ms. Smith went on to describe the size of the truck and how it would enter, turn around and exit the site. She began to address the issue of how to satisfy the public access criteria if the Hearing

Examiner's recommendation was accepted, but Mr. Paglia again objected, saying this was beyond the record. Ms. Smith said she was discussing the interpretation of the fire code and was allowed to continue. She described how a separate float could be utilized for the fueling dock connected by a gangway. Again, Mr. Paglia objected. Mr. Osguthorpe said that this also had been discussed at the Hearing Examiner's hearing. Mr. Paglia continued to disrupt the presentation and was advised by the Mayor that he would be removed from the meeting room if he continued.

Ms. Smith discussed the possibility of the transient moorage being eliminated per criteria talked about by Steve Osguthorpe earlier. Mayor Wilbert advised Ms. Smith that this information would be considered new testimony, therefore, should not be presented at this time. She then answered the Mayor's questions about the hours of operation and when transient moorage would be allowed.

Councilmember Platt began to make a motion, but was interrupted by Mr. Paglia, who insisted on speaking after repeated attempts asking for him to sit down and be silent. The Mayor called a recess at 8:46 p.m.

The meeting commenced again at 8:55 p.m.

MOTION: Move adoption of Resolution No. 480, adopting the findings and recommendations of the *Staff* of the City of Gig Harbor with respect to the fuel dock application of Mr. Robert Philpott.
Platt/Ekberg -

Carol Morris suggested that if this Resolution, utilizing Staff's recommendations rather than the Hearing Examiner's, was passed, that the Resolution be brought back at the next meeting to reflect all the Staff's changes. Councilmember Markovich restated Staff's recommendation to utilize a smaller fuel truck and to allow transient moorage for clarification. Councilmembers discussed the safety issue of allowing transient moorage when the fuel dock was unattended, and how the lot could handle a fuel truck, which led to the following amendment to the motion.

AMENDED MOTION: Move to amend the motion to include that the transient moorage be limited to the same hours of operation as the fueling facility; 7 a.m. to 7 p.m.
Ekberg/Platt - unanimously approved.

RESTATED ORIGINAL MOTION: Move adoption of Resolution No. 480, adopting the findings and recommendations of the *Staff* of the City of Gig Harbor with respect to the fuel dock application of Mr. Robert Philpott.
Platt/Ekberg - Platt and Ekberg voting in favor.

Markovich, Picinich and Owel voting against. The motion failed.

Carol Morris informed Council that if they were going to deny the application they needed to state their findings and reasons for denial, so she could draft the Resolution. Councilmember Picinich said that having unsupervised transient moorage with a possible, unattended fuel station was an unsafe condition. Councilmember Owel stated it was a public safety issue with her also, with possible transient moorage after hours. Ms. Morris said that the public safety issue for denial was not based upon code requirements, therefore, not sufficient for denial. Mayor Wilbert mentioned that according to the Shoreline Master Plan, all transient moorage could be eliminated for health and safety issues, and Mr. Osguthorpe read this portion of the Shoreline Master Plan. Ms. Morris restated that these were reasons for eliminating the amenity of transient moorage, but not to deny the shoreline development and site plan permit and read the criteria for approval or denial of a site plan. Councilmember Owel offered an alternative.

MOTION: Move to reconsider.
Owel/Platt - unanimously approved.

MOTION: Move to reconsider Resolution No. 480 affirming number one of the findings of the Hearing Examiner that ingress and egress for the fuel truck would be sufficient if space is provided on site for a fuel truck turnaround, and, further moving, however, that the transient moorage amenity not be required because of the safety issue, deleting number 10 of the Shoreline Permit Conditions of Approval.
Owel/Ekberg -

Councilmember Picinich suggested amending the motion to reference 52.02.11.04.01 of the Uniform Fire Code for elimination of the transient moorage. Councilmember Ekberg pointed out that this reference was the specific one that legal counsel had advised was not correct. Councilmember Platt said the correct reference to eliminate the need for transient moorage would be from the Shoreline Master Program provision, per advice from legal counsel.

AMENDED MOTION: Move to amend the motion to include the suggestion from legal counsel that item number 10 reference Regulation 4 of Section 3.05 of the Shoreline Master Program to exclude transient moorage for safety reasons.
Owel/Ekberg - unanimously approved.

RESTATED MOTION: Move to reconsider a Resolution No. 480 affirming number one of the findings of the Hearing Examiner that ingress and egress for the fuel truck would be sufficient if space is provided on site for a fuel truck turnaround, and, further moving, however, that the transient

moorage amenity not be required because of the safety issue, amending number 10 of the Shoreline Permit Conditions of Approval as suggested.

Owel/Ekberg - Owel, Ekberg and Platt voted in favor. Picinich and Markovich voted against. The motion was carried.

5. Resolution - Public Health & Safety. Mayor Wilbert mentioned that a Resolution had been included in the packet supporting the Greater Pierce County Community Network. She introduce Beverly Bright, staff representative for this organization, who gave an overview of their efforts to deal with the Youth Violence Act legislation passed in 1994 that recognizes the growing trend of violence in our society. She explained the function of the organization was to obtain support in development of a long-term plan to address the three areas of public health and safety issues of domestic violence, child abuse and neglect and drug abuse prevention.

MOTION: Move to approve Resolution No. 481 which recognizes the Greater Pierce County Community Network and all it does.
Markovich/Picinich - unanimously approved.

6. Liquor License Assumption - Hy Iu Hee Hee Tavern. No action taken.

MAYOR'S REPORT: KGHP-FM 89.9 and 89.3 / CERT.

Mayor Wilbert gave a brief report on the activities of this local, emergency radio station and said she would be asking for \$400 in the 1997 budget to contribute toward the purchase price of the Emergency Alert System. Carol Morris informed Mayor Wilbert that there is no statute that would allow the City to give these funds to the station, and by law, the City could only give money to the poor or infirm. Mayor Wilbert said she would withdraw her request for funding. She spoke briefly about the Citizens Emergency Response Team that is being recommended by the American Red Cross, Fire District, and Tom Sutton. She added that people were being trained and would return and train volunteers in the city.

COUNCIL COMMENTS: None.

STAFF REPORT:

Chief Mitch Barker - GHPD. Chief Barker said he had included the statistics for the month of August and a brief report in the Council Packet, and due to the length of the meeting, he would not be giving a report.

ANNOUNCEMENT OF OTHER MEETINGS:

Pierce County Dept. of Community Services - October 2, 1996, 6:30 p.m. at City Hall.

APPROVAL OF BILLS:

MOTION: Move approval of checks #16535 through #16637 in the amount of \$67,426.72.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 10:22 p.m. for the purpose of discussing collective bargaining and potential litigation for approximately 30 minutes.
Picinich/Markovich - unanimously approved.

MOTION: Move to return to regular session at 10:50 p.m.
Markovich/Picinich - unanimously approved.

MOTION: Move that we approve a signature of release to Rush Construction as amended to include reference to applicable code provisions and correspondence.
Markovich/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 11:06 p.m.
Picinich/Platt - unanimously approved.

Cassette recorder utilized.
Tape 440 - Both sides.
Tape 441 - Both sides.
Tape 442 - Side A - 000 - 240.

Mayor

City Administrator



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT
SUBJECT: PROCLAMATION HONORING 20TH ANNIVERSARY OF F.I.S.H.
DATE: OCTOBER 14, 1996

INTRODUCTION

F.I.S.H. has done more for our community than just provide food for the needy these past 20 years.

These volunteers (no paid staff) have an advisory board who have focused also on the needs beyond food for our neighbors. These volunteers should be recognized as the main human social services group on the Gig Harbor Peninsula.

I believe it is because of the dedication of this group of volunteers that the homeless are "not visible" on our streets. They are safe in habitats.

RECOMMENDATION

I recommend that Council authorize the Mayor to issue a proclamation honoring the 20 years of service to our community by the F.I.S.H. organization.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Gig Harbor Peninsula *FISH* Community Social Service Organization is celebrating 20 years of continually serving the Peninsula neighbors in need, and

WHEREAS, *FISH* was started by volunteers in 1976 as a food bank and has grown to serve families needing financial assistance with housing, transportation and utilities, and

WHEREAS, 14,500 volunteer hours were given to the program in the year 1995 alone and these services are provided through individual contributions averaging a little over \$25.00 each, and

WHEREAS, *FISH* distributes food contributions donated by individuals, churches, service clubs and local food stores, and

WHEREAS, 186 volunteers contributed 500 hours of driving their own cars over 5500 miles carrying patients to doctors and treatments in 1995, and

WHEREAS, *FISH* is the only agency on the Peninsula creating a neighbor to neighbor 24 hour telephone help line, and

WHEREAS, the *Food Bank* pays \$705 per month rent on a month to month basis at its present location, and

WHEREAS, the building which houses the *Food Bank* services is deteriorating thus creating an unhealthy and dangerous environment

NOW THEREFORE BE IT PROCLAIMED, the citizens of Gig Harbor will pledge to continue our individual and collective support to the tradition of neighbor to neighbor help in time of need and hereby further proclaim October 1996 as

**GIG HARBOR PENINSULA
FISH EMERGENCY SERVICES MONTH**

as we guide the services into the 21st century within a healthy environment.

Gretchen A. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH
DATE: OCTOBER 14, 1996

INTRODUCTION

Please review the update information on the Campaign to prevent domestic violence.

RECOMMENDATION

To authorize the Mayor to join with other cities and towns in signing a proclamation to bring awareness to domestic violence and enter into a campaign of education for prevention.



PIERCE COUNTY COMMISSION AGAINST DOMESTIC VIOLENCE

1996 Domestic Violence Awareness Month

September 25, 1996

The Pierce County Commission Against Domestic Violence invites you to join our efforts to stop an epidemic in America which profoundly affects us. Although it is usually hidden, domestic abuse is very common and affects people from many different walks of life. School teachers, celebrities, bankers, carpenters, bus drivers...your employees, a neighbor, a friend, a family member may be the victim.

The 1996 Pierce County Campaign focus **STOP DOMESTIC VIOLENCE: IT'S OUR RESPONSIBILITY** is designed to increase public awareness that domestic violence is a workplace issue. We welcome the Tacoma-Pierce County Chamber of Commerce, Pierce County Medical Society and Alliance, and Business and Professional Women as partners.

Commission members recently attended a training sponsored by State Farm Insurance. With input from the Corporate Alliance to End Partner Violence, State Farm has developed an educational campaign about domestic violence which will be launched this October during National Domestic Violence Awareness Month. The campaign includes distribution of brochures to each and every one of the 2800 State Farm associates in the Pacific Northwest six-state region. We applaud State Farm and their efforts.

We have prepared a special packet for you on workplace violence prevention. The materials are from the Family Violence Prevention Fund and include personnel policies, a training outline, and other important information for employers. Please call the Commission at 591-7660 or the Tacoma-Pierce County Chamber of Commerce, 627-2175 for a packet.

Three public performances of "Lily Loves Charlie, OK?" are scheduled for September 30, October 1 and October 9. A contemporary theater production about domestic violence and the workplace, this play explores how critical the responses of the employer and co-workers are. A brochure is enclosed with information on the play and other activities.

Thanks for taking the time to read this letter. Together we can help reduce and prevent domestic violence in our community

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Galbraith".

Keith Galbraith, Chair

Pierce County Commission Against Domestic Violence



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: ALL MAYORS, CITIES & TOWNS IN PIERCE COUNTY
FROM: MAYOR GRETCHEN WILBERT
DATE: OCTOBER 1, 1996

gw
Councilmembers
FYI
gw

For the past two years I have been serving as your representative/liaison with the Pierce County Commission Against Domestic Violence. The commission members have been working hard to implement the program objectives accepted by the Pierce County Council in March of 1995.

The enclosed abstract gives you a summary of activity that has taken place. There is still a need for those of us who provide the leadership in our communities to stress the importance of continuing to emphasize the importance of regional networking utilizing the victim advocate resources within our individual communities.

October 1996 has been designated as *Domestic Violence Awareness Month* throughout the state. A proclamation from your city council would be very much appreciated by all the volunteers, advocates, counselors, corrections officers and police who confront the violent episodes each day.

If your councilmembers wish to communicate any information on this subject they may contact Ann Eft, the Pierce County Director for the Commission Against Domestic Violence at (206) 591-7660.

Enclosed you will find a sample copy of several proclamations which might help you to form and submit a proclamation of your own to council.

Anything you can do to help put an end to the violence epidemic in Pierce County will be much appreciated.

ABSTRACT

Pierce County, Washington has developed a model domestic violence program that combines the expertise of the Pierce County Sheriff's Department, the Office of the Prosecuting Attorney, and the Superior Court Clerk's Office to provide centralized arrest and investigation, misdemeanor prosecution, victim advocacy, and limited assistance in filing Orders for Protection in domestic violence cases. **The Domestic Violence Unit is effective, but not regional.** The county-wide network of victim advocacy services proposed, will start to create a truly comprehensive network of advocates throughout the entire county. Existing programs are located in the Tacoma urban core area, but due to legal jurisdictional boundaries, high case loads, and geographic distance, these programs are unable to provide victim services to those living in the outlying cities, towns, tribal and military reservations, and unincorporated areas of the County.

A strong advocacy network is critical in providing effective, collaborative law enforcement and prosecution responses to domestic violence. Advocates support victims in the legal system by developing safety plans, keeping victims informed of case progress, and coordinating the legal system response to domestic violence. Victim advocates bring the pieces of the system together around individual cases and facilitate the development of system wide coordination. The effect is to encourage arrest of perpetrators of domestic violence because arrest and prosecution become productive interventions in the cycle of violence. The creation of accessible advocacy services will allow mandatory arrest laws to hold perpetrators of violence accountable while protecting victims from further violence.

Pierce County has built the foundation for the expanded network of victim advocacy services proposed here. The governments and communities of Pierce County have worked cooperatively to establish the Commission Against Domestic Violence, domestic violence task forces in the Puyallup Tribe and the cities of Tacoma and Puyallup, a Comprehensive Domestic Violence Plan, the annual Greater Puget Sound Domestic Violence Conference with national presenters, a county-wide domestic violence resource telephone line, a Special Assault Unit in the City of Tacoma, domestic violence services through Fort Lewis Army Community Services, and a centralized Domestic Violence Unit in the County/City Building. **Now it's time to keep the momentum going by creating a regional network of domestic violence services** throughout Pierce County, and linking all victims of domestic violence with local legal systems.

VICTIM SUPPORT SERVICES TO ENCOURAGE ARREST POLICIES

Title/Function	Location	Service Area	Number FTE
Advocate: Assist petitioners in filing effective orders for protection; explore ways to facilitate filing of protection orders in outlying courts; accompany Petitioners in hearings; refer to resources	Pierce County Superior Court Clerk's Office	Any resident of incorporated or unincorporated Pierce County.	3
Advocate: Contact victim after a Sheriff's report is filed; track case and keep victim informed of progress; refer to resources	Pierce County Domestic Violence Unit	Residents of unincorporated Pierce County	1
Advocate: Contact victim after a police report is filed; track case and keep victim informed of progress; refer to resources; serve as resource to the municipality	Lakewood City Attorney's Office Fife Municipal Court Puyallup Municipal Court	Residents of the City of Lakewood Residents of the City of Fife Residents of the City of Puyallup	1 .5 .5
Advocate: Contact victim after a police or sheriff's report is made; offer support and information on legal process; refer to resources; serve as community resource	Mountain Detachment - Eatonville; Foothills Detachment - Buckley; and Harbor Detachment - Gig Harbor of the Pierce County Sheriff's Department	Individuals with criminal cases in area District and Municipal courts and local residents.	3
Advocate: Serve as a resource on domestic violence to the community; a link for victims of domestic violence in neighboring community with legal system services	Family Support Centers in the Eastside and Hilltop neighborhoods of the City of Tacoma	Residents of neighborhoods surrounding each Family Support Center.	2
Advocate Coordinator: Develop and implement a system for hiring advocates, coordinating regular staff meetings, and providing in-service training; facilitate a consistent data collection be all advocates	Within a regional agency that serves geographic Pierce County, for example, the Superior Court or the Tacoma-Pierce County Health Department	Geographic Pierce County	1
Children's Room: Space, equipped with toys and a VCR, connected by a two-way mirror to interview room where advocates and investigators talk with victims.	City of Tacoma Police Department Special Assault Unit	Individuals working the City of Tacoma Police and Legal Departments	0

Figure 1

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, there are people who are currently suffering from domestic violence in every community in this country including our own and

WHEREAS, the City of Gig Harbor averages 18 to 20 cases of domestic violence reported each year and

WHEREAS, so far this year our police have responded to 13 domestic violence calls and

WHEREAS, in Pierce County in the first seven months of 1996 nine people have been killed as a result of domestic violence and 4,564 additional individuals were also victims of domestic violence and

WHEREAS, these figures reflect only the reported cases

NOW THEREFORE, be it proclaimed, the City of Gig Harbor shall join with other cities in Pierce County in a campaign to stop the cycle of domestic violence and further proclaim October 1996 as

DOMESTIC VIOLENCE AWARENESS MONTH

and urge all citizens to join in the campaign.

Gretchen A. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PLANNING STAFF
DATE: OCTOBER 14, 1996
**SUBJECT: RESOLUTION APPROVING SDP95-06/SPR95-10 -- ROBERT PHILPOTT -
SUBSTANTIAL DEVELOPMENT PERMIT AND SHORELINE
CONDITIONAL USE PERMIT FOR FUELING DOCK AND BUSINESS
OFFICES; SITE PLAN REVIEW FOR OFFICES AND PARKING.**

INTRODUCTION/BACKGROUND

At its September 23rd meeting, the City Council moved to approve the site plan and shoreline permits for the proposed fuel dock at 3311 Harborview Drive. The Council's action included the elimination of the requirement for a view/access opportunity and prohibited the use of the dock for transient moorage. The draft resolution before the Council on the 23rd did not include findings reflecting the Council's action and required significant modifications. A revised resolution #480 which includes more specific findings for the elimination of the view access opportunity requirement is attached for the Council's final action.

RECOMMENDATION

The staff recommends approval of Resolution No. 480

**CITY OF GIG HARBOR
RESOLUTION #480**

WHEREAS, Robert Philpott has requested site plan approval, shoreline substantial development permit approval and shoreline conditional use permit approval to construct a fuel dock and develop a parking lot on the upland portion of the site; and,

WHEREAS, Robert Philpott has requested a variance allowing a two foot parking encroachment into the side yard setback; and

WHEREAS, GHMC Section 17.10 (as effective at the date of application) specifies procedures for reviewing variances, site plans and shoreline substantial development permits and shoreline conditional use permits; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended denial of the requested variance, and conditional approval of the requested site plan, shoreline substantial development permit and shoreline conditional use permit in a staff report dated February 7, 1996; and

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the applications on December 20, 1995 to accept public comment on the site plan, variance, shoreline substantial development permit and shoreline conditional use permit requests; and,

WHEREAS, the City of Gig Harbor Hearing Examiner conducted another public hearing on the applications on February 7, 1996 because a recorded transcript of the December 20, 1996 meeting was not available due to failure of recording equipment; and,

WHEREAS, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has denied the requested variance, and had recommended conditional approval of said site plan, shoreline substantial development permit and shoreline conditional use permit in his report dated February 21, 1996; and,

WHEREAS, Adam and Maxine Ross requested in a letter dated May 4, 1996 that the Hearing Examiner reconsider his recommendation on the site plan, shoreline substantial development permit and shoreline conditional use permit; and,

WHEREAS, the Planning Staff responded to Adam and Maxine Ross' statements in a memo to the Hearing Examiner dated March 18, 1996 which addressed the concerns identified in the Ross letter; and,

WHEREAS, after reconsideration of the entire record, the Ross letter of May 4, 1996 and the Planning Department memo of March 18, 1996, the Hearing Examiner issued his decision (dated March 27, 1996), which affirmed his recommendation of February 21, 1996, except for the modification of a condition imposed on the shoreline substantial development permit and shoreline conditional use permit recommendation #D2; and,

WHEREAS, notice of the Hearing Examiner's decision on reconsideration was mailed to the Ross' on March 27, 1996, in a letter of the same date; and,

WHEREAS, a timely appeal of the Examiner's recommendation on the site plan and shoreline/conditional use permit request was filed by Adam and Maxine Ross on April 10, 1996 requesting that the Council deny the application, claiming it as "not being authorized but being contravened by applicable Gig Harbor laws"; and,

WHEREAS, on May 13, 1996, the City Council considered the appeal by Adam and Maxine Ross of the Hearing Examiner's decision on reconsideration on the Philpott applications; and

WHEREAS, the City Council remanded the Philpott applications back to the Hearing Examiner, for the Examiner's consideration of: (1) feasibility of ingress and egress of fuel trucks; and (2) the use of the proposed fuel dock for moorage and fueling; and

WHEREAS, on June 19, 1996, the Hearing Examiner held a public hearing to hear testimony, review evidence and consider these two items as directed by the City Council; and

WHEREAS, on July 16, 1996, the Hearing Examiner issued his recommendation to the City Council on these two items; and

WHEREAS, the City received a timely appeal of the Hearing Examiner's recommendation from Robert Philpott, through his attorney Alexandra Smith (letter dated July 30, 1996); and

WHEREAS, Ordinance 711 established review procedures for applications submitted after April 1, 1996; and the application for the proposed development was submitted prior to April 1, 1996; and,

WHEREAS, Section 17.10.160 of the pre-March 1996 Gig Harbor Municipal Code establishes procedures for hearing appeals of the Hearing Examiner's decision, and

WHEREAS, on September 23, 1996, the City Council considered the Philpott applications for a site plan, shoreline substantial development permit, shoreline conditional use permit, the record of the applications and the Philpott appeal of the Hearing Examiners' July 16, 1996 recommendation on reconsideration; and

WHEREAS, the City Council has determined that the proposed site plan and shoreline/conditional use permit is consistent with City codes and policies regulating the same;

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

Section 1. Site Plan, Shoreline Substantial Development Permit and Shoreline Conditional Use Permit. The City Council hereby adopts by reference the findings and conclusions of the Hearing Examiner on the Philpott site plan as contained in his recommendation on reconsideration dated February 21, 1996, and as modified in his recommendation on reconsideration dated July 17, 1996; **PROVIDED**, that the Council does not adopt the Hearing Examiner's conclusions in his July 17, 1996 report under Section B, NO. 2 on page 6, and the Hearing Examiner's recommendation under Section C, No. 2 on page 6. The following conditions of approval are hereby imposed on the Philpott site plan, substantial development permit, and Shoreline Conditional Use Permit:

Site Plan Conditions of Approval:

1. Prior to permit issuance, a final landscape and irrigation plan shall be submitted to and approved by the City Planning Staff which is consistent with all zoning code requirements for landscaping. Landscaping shall be installed as approved prior to issuance of the occupancy permit. In lieu of the required landscape improvements, a bond or cash assignment in the amount equal to 110% of a contractor's bid shall be posted with the city. If landscaping is not installed within 18 months from the date of posting of the bond or cash assignment, the city will foreclose on the bond or cash assignment and install the landscaping as per the approved plan.
2. Prior to permit issuance, a master sign plan shall be submitted to and approved by the planning staff which meets the requirements of all sign code requirements including Section 17.80.031(K).
3. Prior to permit issuance, details of the dumpster screen shall be submitted to and approved by the Planning Staff.
4. Prior to permit issuance, a lighting plan must be submitted to and approved by the planning staff which is consistent with GHMC Section 17.48.090(D).
5. The project shall comply with the requirements of the city building code.
6. All off-street parking for the businesses shall be clearly indicated on site and must be striped.
7. Any future tenancy of all of the commercial/office buildings shall meet permitted or conditional use requirements of the zoning code, per section 17.48.020 and .030.

8. The project shall be reviewed by the Planning Department to ensure compliance with all Design Manual standards.

Shoreline Substantial Development and Conditional Use Permit Conditions of Approval:

1. The applicant shall submit to the City a covenant executed between the property owner/applicant and the adjacent property owner (DNR) covering the agreement for the joint use of common lot lines and which establishes by covenant minimum ingress/egress requirements.
2. All fuel deliveries shall be conducted entirely on-site. Fuel trucks must be small enough to use the defined parking spaces for deliveries. All fuel deliveries shall occur between the hours of 7:00 a.m. and 7:00 p.m.
3. The project shall conform to all City of Gig Harbor fire code requirements as approved by the City's Fire Marshal.
4. Only water-dependent, water-oriented or water-enjoyment uses shall be allowed in the existing building over the water.
5. Prior to permit issuance, a lighting plan shall be submitted which is consistent with SMP Section 3.05.
6. All upland fill required to bring the parking lot into compliance with the maximum grade requirements of the city shall be engineered by a licensed professional engineer and shall be retained by suitable retention devices, as per the engineers recommendation. Fill shall not be permitted waterward of the existing bulkhead.
7. All on-site construction shall provide adequate temporary storm water- retention and shall include provisions for temporary erosion and sediment control as per requirements of the City of Gig Harbor Public Works Construction Standards.
8. This development is exempt from the requirement for a view/access opportunity, along with the proposed transient moorage intended to meet said requirement, pursuant to Section 3.05(4) of the City of Gig Harbor Shoreline Master Program. No transient moorage or public access shall be allowed on the fueling dock.
9. The fueling dock must have fuel spillage containment systems in place prior to operation. Such facilities shall be subject to the authorization and approval of the appropriate state and or federal agency.

10. All fuel sales shall be limited to the hours of 7:00 a.m. to 7:00 p.m.

Section 2. Appeal

A. Findings. The City Council considered the record in this matter, the appeal submitted by the applicant Philpott, and the recommendations of staff. The appellant argues that the Hearing Examiner erred in his determination that Uniform Fire Code Section 5202.11.4.1 applies to this proposed development, and prohibits transient moorage on the same dock as a fuel facility, except in certain situations. The Council makes the following findings:

1. The notion that transient moorage should be allowed on this dock arose from the City's Shorelines Master Program, which requires that: "If visual access cannot or is not provided to the water, public access or recreational opportunities shall be provided as per Regulation No. 3 of this Section." (SMP, Section 3.05, Commercial Development, Regulation 1.)
2. The Hearing Examiner's consideration of the applicability of UFC Section 5202.11.4.1 and UFC 5201.4.1.2.5 arose from the staff recommendation that the application be conditioned to comply with the above requirement of the Shoreline Master Program.
3. The Shoreline Master Program (SMP) also provides an exemption from Regulation No. 1 in Section 3.05 of the SMP. This exemption is contained in Regulation No. 4, Section 3.05 of the SMP, and reads as follows:
 4. An applicant need not provide public access where one or more of the following conditions apply:
 - a. unavoidable health or safety hazards to the public exist which cannot be prevented by any practical means;
 - b. inherent security requirements of the use cannot be satisfied through the application of alternative design features or other solutions;
 - c. the cost of providing the access, easement or an alternative amenity is unreasonably disproportionate to the total long-term cost of the proposed development;

- d. unacceptable environmental harm will result from the public access provisions and the proposed use and or adjacent uses would occur and cannot be mitigated.
 - e. significant undue and unavoidable conflict between any access provisions and the proposed use and/or adjacent uses would occur and cannot be mitigated.
4. The Shoreline Master Program allows an applicant to meet any of the above conditions by demonstrating that all reasonable alternatives have been exhausted, as described in Regulation No. 5, Section 3.05.
5. The Council finds that applicant's fuel dock proposal is incompatible with transient moorage and that all reasonable alternatives have been exhausted, for the following reasons:
- a. The applicant has proposed to operate the fueling station during the hours of 7:00 a.m. and 7:00 p.m. If boaters are allowed to tie up their vessels to the fuel dock when the fueling station is not operated, their activities would be unsupervised. Such unsupervised activities may include smoking next to fuel pumps, overnight stays, use of camp stoves and other ignition devices. These activities are incompatible with close proximity to a fueling station, and would result in a safety hazard to the public.
 - b. The hazard presented to the public described above cannot be prevented by any practical means, other than to prohibit all transient moorage at the fueling station.
 - c. There are no transient moorage design features the applicant can incorporate into his plans for this use which satisfy security requirements, because vessels will arrive by water.
 - d. The cost of providing safe transient moorage at this fuel dock is unreasonably disproportionate to the total long-term cost of the proposed development. In order for the applicant to provide safe transient moorage at this location, the applicant would be required to hire personnel to supervise all activities at the fuel dock, including the hours of 7:01 p.m. to 6:59 a.m., every day.

- e. Significant undue and unavoidable conflict between the transient moorage and the fueling dock cannot be mitigated. A fire or explosion could occur at the fueling dock as a result of lawful, but careless activities, such as a transient boater's smoking near the dock.

B. Conclusions. Based upon the City Council's decision that the applicant does not need to comply with Regulation 1 of Section 3.05 of the City's Shoreline Master Program to provide transient moorage, the City Council reverses the Hearing Examiner on Conclusion No. 2, page 6 and Recommendation No. 2, page 6 of his decision dated July 16, 1996. No transient moorage or public access shall be allowed on the proposed fueling dock.

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 14th day of October, 1996.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 9/19/96
Passed by City Council: 10/14/96



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

CITY OF GIG HARBOR
SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT
CONDITIONAL USE, VARIANCE PERMIT

- Substantial Development
- Conditional Use
- Variance

Application No: SDP 95-06

Date Received: 10-13-95

Approved: XXX Denied

Date of Issuance: October 14, 1996

Date of Expiration: October 14, 2001

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

Robert Philpott
6653 Kimball Drive
Bldg. "E"
Gig Harbor, WA 98335

To undertake the following development:

Build a fuel dock, business office, and parking lot.

Upon the following property:

3311 Harborview Drive Tax Assessor's Parcel #597000-002-0

On the Gig Harbor Bay Shoreline and/or its associated wetlands. The project will not be within shorelines of Statewide Significance per RCW 90.58.030 and is within an Urban environment designation.

Development pursuant to this permit shall be undertaken subject to the following terms and conditions:

1. The applicant shall submit to the City a covenant executed between the property owner/applicant and the adjacent property owner (DNR) covering the agreement for the joint use of common lot lines and which establishes by covenant minimum ingress/egress requirements. The covenant shall be reviewed by the City Attorney.
2. All fuel deliveries shall be conducted entirely on-site. Fuel trucks must be small enough to use the defined parking spaces for deliveries. All fuel deliveries shall occur between the hours of 7:00 a.m. and 7:00 p.m.
3. The project shall conform to all City of Gig Harbor fire code requirements as approved by the City's Fire Marshal.
4. Only water-dependent, water-oriented or water-enjoyment uses shall be allowed in the existing building over the water.
5. Prior to permit issuance, a lighting plan shall be submitted which is consistent with SMP Section 3.05.
6. All upland fill required to bring the parking lot into compliance with the maximum grade requirements of the city shall be engineered by a licensed professional engineer and shall be retained by suitable retention devices, as per the engineers recommendation. Fill shall not be permitted waterward of the existing bulkhead.
7. All on-site construction shall provide adequate temporary storm water- retention and shall include provisions for temporary erosion and sediment control as per requirements of the City of Gig Harbor Public Works Construction Standards.
8. The requirement for a view/access opportunity, along with the proposed transient moorage intended to meet said requirement, shall be eliminated, pursuant to Section 3.05(4) of the City of Gig Harbor Shoreline Master Program. No transient moorage or public access shall be allowed on the fueling dock.
9. The fueling dock must have fuel spillage containment systems in place prior to operation. Such facilities shall be subject to the authorization and approval of the appropriate state and or federal agency.
10. All fuel sales shall be limited to the hours of 7:00 a.m. to 7:00 p.m.

This permit is granted pursuant to the Shoreline Management Act of 1972 and the City of Gig Harbor 1994 Shoreline Master Program. 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, RCW 90.58.

This permit may be rescinded pursuant to RCW 90.58.140(7) in the event the permittee fails to comply with the terms or conditions hereof.

Construction pursuant to this permit will not begin and is not authorized until thirty (30) days from the date of filing with the Department of Ecology as defined under RCW 90.58.140(6) or until all review proceedings initiated within thirty (30) days from the date of such filing have terminated, except as provided in RCW 90.58.140 (5)(a-c).

(Date)

Mayor, City of Gig Harbor

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

Date received: _____

Approved _____

Denied _____

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

Date

Signature of Authorized Department Official



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: ANCHORAGE PARK CONSULTANT SERVICES AGREEMENT
DATE: JUNE 17, 1996

INFORMATION/BACKGROUND

In order to submit a "no fee" lease for the formation of an "Anchorage Park" on Gig Harbor Bay, it is necessary to survey the park area to the specifications of the Department of Natural Resources. To this end, a professional services contract has been prepared with Thornton Land Surveying, Inc. Subsequent to the completion of this contract, a letter of understanding will be negotiated with Pierce County, which acknowledges the city's authority over the park area and which defines a status-quo revenue relationship with respect to state funds shared by the city marine enforcement and Pierce County marine law enforcement. Finally, the no fee lease application, along with the survey and the letter of understanding with Pierce County, will be submitted to DNR.

POLICY CONSIDERATIONS

This particular city professional services agreement does not include a requirement for professional liability insurance. This deletion is not typical of the city's standard contractual format. Thornton does not carry Professional Errors and Omissions coverage. Few smaller land surveying firm in this area carry such professional liability insurance. Only large firms, generally engineering firms, such as Apex Engineering (formerly PACTECH) carry such insurance, usually for large contracts. Thornton's extensive experience with Gig Harbor Bay surveys makes the firm a good selection to do this job. To obtain professional liability insurance in this instance costs about two-thirds as much as the contract itself.

Pierce County surveying firms were canvassed to determine which firms carry E&O and which do not.

Land Surveying Survey - Errors & Omissions Coverage

<u>Has Coverage</u>		<u>Does Not Carry</u>
Apex Engineering	\$ 100,000	Ace Inc.
Barghausen Consulting	\$1,000,000	Aalpha Surveying
Coggin, Katherine (questionable)		Anderson Associates
David Evans & Associates	\$1,000,000	Baseline Engineering
Olson, N.L. (questionable)		Berg, D.A.
Richard Carothers Associates	\$1,000,000	

Sadler & Barnard & Associates	\$ 100,000	Bolton, Jack
Sitts & Hill	\$1,000,000	Center Pointe
Triad Associates	\$1,000,000	Delta Surveying
Anders, Homer	\$100,000	Diversified Surveying
		Dryco Surveying
		E. True & Assoc.
		Earth Tech
		Group Four
		Hedges & Roth
		Irwin & Associates
		Lund, Dennis
		Scandia Planner

Most surveyors said that only the very large firms, with many surveyors in the field, carried the Errors & Omissions coverage, as it is so cost prohibitive. One stated it would take 15% of his gross earnings to have the insurance. Many of them said they obtain the coverage on an as-needed basis, figuring the cost of the coverage into the contract price. All carry liability insurance.

Mike Sparoski, from Irwin and Associates, said that if we had a local job here in Gig Harbor, there is only one firm we should be considering, Thornton Land Surveying, as they know the area like the back of their hand, and no one can compete with their knowledge.

FISCAL CONSIDERATIONS

This contract is for an amount not to exceed \$11,825 and is to be completed within 60 calendar days.

RECOMMENDATION

The City Administrator recommends that the Council move and approve execution of the Consultant Services Contract with Thornton Land Surveying, Inc. in an amount not to exceed \$11,825. Legal Counsel has stated that E&O coverage is a desirable element of our contract. If Counsel wishes to maintain E&O for the purposes of this contract, then Thornton Land surveying can be hired for the additional one year premium cost for E&O coverage.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Thornton Land Surveying, Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Thornton Land Surveying, Inc. organized under the laws of the State of Washington, located and doing business at a Washington Corporation (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Proposed Gig Harbor Bay Anchorage Park and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated October 9, 1996, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant shall perform all work as described in Exhibit A.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$11,825.00 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit A.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 60 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work. And Washington States review and processing time limits.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II hereinafter. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant shall be liable to the City for any additional costs incurred by it in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs"

shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional liability insurance with limits no less than \$1,000,000 ~~per occurrence~~

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant

safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Each party shall be solely responsible for its costs, expenses and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 19__.

THE CITY OF Gig Harbor

By: William J. Johnston By: _____
Its Principal Mayor

Notices to be sent to:

Ray Harries, P.L.S. 24219
CONSULTANT
Thornton Land Surveying, Inc.
P.O. Box 249
Gig Harbor, WA 98335

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

EXHIBIT "A"

THORNTON LAND SURVEYING, INC.

P. O. Box 249

GIG HARBOR, WASHINGTON 98335



BUSINESS .. 1-206-858-8106
FAX 1-206-858-7466

October 9, 1996

Mr. Wes Hill, P.E.
Director, Public Works Department
City of Gig Harbor
3105 Judson Street
Tacoma, WA 98335

RE: City of Gig Harbor's proposed Anchorage Park lease site with the State of Washington (scope of work) Exhibit "A".

Dear Wes:

Thank you for considering Thornton Land Surveying, Inc. as the professional land surveying company to assist you with the State of Washington on the above mentioned project.

Phase One

In order to accomplish the work items identified in "Specifications for Exhibit A" attached, it will be necessary to perform the following items:

1. Establish horizontal section survey control.
2. Establish Mean Low-Low water (M.L.L.W.) tidal datum along approximately 4000 feet of beach.
3. Survey crew to cross section approximately 4000 feet of beach in order to determine Ordinary High Water Limits (O.H.W. = vegetation line).
4. With the use of a small boat our survey crew to cross section approximately 4000 feet of tidelands in order to determine Mean and Extreme Low Water (M.L.W.), (E.L.W.) limits.
5. Survey crew to locate water side of major piers, docks, floats, etc., that appear to be near Mean Low Water (M.L.W.) (Not to be mapped as part of the application, but to be used in determining Anchorage Park set backs from beach and existing improvements).

6. Title company to research approximately 30 upland owners and provide Thornton Land Surveying, Inc. with a list of ownerships. Thornton Land Surveying, Inc. will research tideland sales from the State to upland owners and is included in item 7. Title company research fees up to \$500 are included in this proposal if needed. Every attempt will be made to limit these title company services.
7. Research all available data on existing leases and this lease proposal, coordinate all field data, plot lease area starting 200 feet water-ward from Ordinary High Tide line and the Outer Harbor Line. Coordinate all data and mapping with City of Gig Harbor personnel and Department of Natural Resources personnel on determining lease area boundaries. Once lease area boundaries have been determined by the City, then compute lease area, draft legal description, compute and plot Meander Line, Ordinary High Water Line, Mean Low Water Line, and Extreme Low Water Line. Create the Exhibit "A" lease map/survey map and process through the State agencies to approval.

Note: In order to stay within the proposed not to exceed budget of \$11,825.00, it is necessary to commence the shoreline work on Monday, October 21, 1996 due to favorable daylight tides, if not, then you can expect increased survey costs due to higher tides.

As explained, Thornton Land Surveying, Inc. will make every effort to minimize our work associated with the States Exhibit "A" attached. Due to the difficulty in discussing this exhibit with the State's Marine Land Management Agency, the above quoted budget represents the maximum time that could be spent. Our contract with the City is a time and materials contract and all billings to the City will be itemized to the nearest one half hour. Again, Thornton Land Surveying, Inc. will make every effort to reduce the expected time for each item through negotiations with the State agencies.

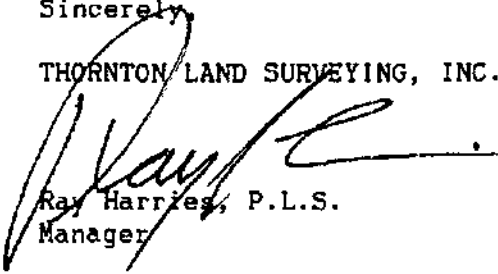
Phase Two (Items not included in this budget)

1. Our actual survey crew assistance with City personnel in setting the deep water bouy anchors which the actual number of bouy markers are not known at this time.
2. Any Washington State review or lease fees which amounts are not known at this time until actual acreage is determined as a result of this contracts completion.

Thank you again for the opportunity to review your request for services and to assist you in evaluating our company. I am enclosing for your convenience a copy of our professional services offered, past projects, and work accomplishments. I am also including examples of our past State approved lease projects within Gig Harbor Bay.

Sincerely,

THORNTON LAND SURVEYING, INC.



Ray Harries, P.L.S.
Manager

RH/lb

Encs.

All billings and invoices will be itemized and are based upon the following hourly rates:

HOURLY RATES FOR PROFESSIONAL SERVICES

Licensed Surveyor	# 75.00	Autocad & Drafts Person	# 60.00
2 Man Crew	# 100.00	3 Man Crew	# 130.00
Secretarial Services	# 25.00	Survey Technician	# 60.00
Survey Support Services	# 30.00	Planner	# 85.00

SPECIFICATIONS FOR EXHIBIT A

1. The location of the area to be leased should be surveyed and become a part of the application to lease. This survey should comply with the standards set forth in WAC 332-130-090 as required and a Record of Survey plat shall be submitted showing the results of the survey and the location of the aquatic lease site applied for. A copy of the final proposed plat must be submitted directly to the land manager who will pass it on to the department's Engineering Division, State Land Survey Unit, for preliminary review prior to submission of the final plat. The final plat shall be filed with the county auditor and a copy that includes the auditor's recording information shall be submitted to the department's Aquatic Lands Division.
2. The plat must be certified to be accurate, signed and sealed by a Washington State registered land surveyor (RCW 18.43.070), or a public official as prescribed by law.
3. All field boundary surveys and plat preparation (actual map) shall be performed according to the standards prescribed in WAC 332-130 and Title 58 RCW.
4. Distances and directions to the lease area from two or more controlling corners of a recorded subdivision or government survey (GLO) corners must be provided.
5. The survey shall be related by meridian and coordinate to the Washington Coordinate System by closed ties to NGS Control monuments, or the extension thereof. The designation of the control stations used shall appear on the plat.
6. The plat must show the location of the following lines for:
 - (a) Tidal Areas - Government meander line, line of mean high tide, line of mean low tide, and line of extreme low tide (include name of tidal bench mark(s) used for tidal datum);
 - (b) Lakes - Government meander line, line of ordinary high water (original ordinary high water if area has experienced artificial raising or lowering of water level), and line of ordinary low water (include source of data) and line of navigability if established;
 - (c) Rivers - Line of ordinary high water and line of ordinary low water (include source of data) and line of navigability if established.
7. Where existing, the plat must show location of lots and blocks of platted tide or shore lands, inner and outer harbor lines, waterway lines, street boundaries, and any local construction limit lines.
8. Proposed lease area boundaries must be clearly shown with distances and directions of all boundary lines. The area of the lease shall be shown to an accuracy of (+/-) 0.5% of the total area or (+/-) 10 square feet, whichever is greater.
9. A narrative legal description must describe the actual area being proposed to lease. It must be prepared, signed, and stamped by a licensed land surveyor, and attached to Exhibit A.
10. The exhibit map must show a detailed plan of improvements to be constructed or already existing on the lease area, such piers, wharves, bulkheads, breakwaters, dolphins, buoys, or other structures.
11. No facility shall be constructed such that any portion of it falls outside the granted lease site.

Note:

1. The lease of aquatic lands is often subject to preference rights. Applicants and surveyors should carefully determine the direction, and show detail of, the location of coves and irregular shorelines.
2. VARIANCE - When connection to the Washington Coordinate System would require an extensive control survey, the applicant may submit a request for a variance from that requirement to the division's land manager. The request shall clearly state the reasons for the variance, propose an alternate meridian, and be signed by a land surveyor licensed in Washington.

ka/ExhibitA



City of Gig Harbor. The "Maritime City."

CITY OF GIG HARBOR
 (206) 851-8136 • FAX (206) 851-8563
 3105 JUDSON STREET
 GIG HARBOR, WASHINGTON
 98335
 email: mhoppen@harbornet.com

Mark E. Hoppen
 City Administrator

RECEIVED

JUN 19 1996

INGENIUM LAND SURVEYING INC.

SOUTHERN PUGET SOUND TIDES

1996 Tides SEATTLE District

HIGH SEPTEMBER				LOW SEPTEMBER					
DATE	DOTS	AM	PM	AM	PM	AM	PM		
DAY	GUIDE	TIME	FT	TIME	FT	TIME	FT		
1 SUN	●	8:18	10.4	8:19	11.5	2:02	1.1	2:08	2.7
2 Mon	●	9:22	9.9	9:00	10.9	2:52	0.9	2:57	3.9
3 Tues	●	10:33	9.5	9:46	10.3	3:45	0.9	3:53	5.0
4 Wed	●	11:53	9.4	10:38	9.7	4:43	1.0	4:59	5.9
5 Thur	●	1:15	9.5	11:39	9.2	5:47	1.2	6:20	6.4
6 Fri	●	2:26	9.8	6:53	1.3	7:46	6.4
7 Sat	●	0:46	8.9	3:21	10.1	7:55	1.2	8:53	6.0
8 SUN	●	1:52	8.9	4:05	10.4	8:48	1.1	9:41	5.5
9 Mon	●	2:50	9.1	4:40	10.6	9:34	1.0	10:19	5.0
10 Tues	●	3:40	9.3	5:08	10.7	10:13	1.0	10:51	4.4
11 Wed	●	4:23	9.6	5:30	10.8	10:48	1.2	11:21	3.7
12 Thur	●	5:04	9.8	5:51	10.8	11:22	1.4	11:52	3.0
13 Fri	●	5:44	10.1	6:12	10.9	11:55	1.8	...	...
14 Sat	●	6:24	10.2	6:36	10.9	0:23	2.3	12:29	2.3
15 SUN	●	7:07	10.3	7:03	10.9	0:57	1.7	1:05	2.9
16 Mon	●	7:53	10.2	7:33	10.8	1:34	1.1	1:44	3.7
17 Tues	●	8:45	10.1	8:08	10.6	2:14	0.7	2:27	4.5
18 Wed	●	9:43	10.0	8:48	10.3	2:59	0.5	3:16	5.3
19 Thur	●	10:50	9.9	9:37	10.0	3:50	0.4	4:15	6.0
20 Fri	●	12:04	10.0	10:38	9.6	4:48	0.4	5:26	6.4
21 Sat	●	1:16	10.3	11:52	9.4	5:53	0.4	6:47	6.3
22 SUN	●	2:18	10.7	7:00	0.4	8:01	5.6
23 Mon	●	1:11	9.5	3:09	11.1	8:05	0.3	9:02	4.7
24 Tues	●	2:26	9.8	3:52	11.5	9:04	0.4	9:53	3.5
25 Wed	●	3:35	10.3	4:31	11.7	9:58	0.7	10:39	2.3
26 Thur	●	4:36	10.8	5:07	11.8	10:47	1.1	11:22	1.2
27 Fri	●	5:33	11.1	5:43	11.8	11:34	1.7	...	...
28 Sat	●	6:27	11.3	6:18	11.6	0:05	0.4	12:19	2.5
29 SUN	●	7:21	11.3	6:53	11.3	0:47	-0.1	1:05	3.4
30 Mon	●	8:15	11.1	7:31	10.8	1:30	-0.3	1:51	4.3

AM TIDES
LITE TYPE

● BIGGER THE DOT - BETTER THE FISHING
DAYLIGHT TIME

P.M. TIDES
BOLD TYPE

SOUTHERN PUGET SOUND TIDES

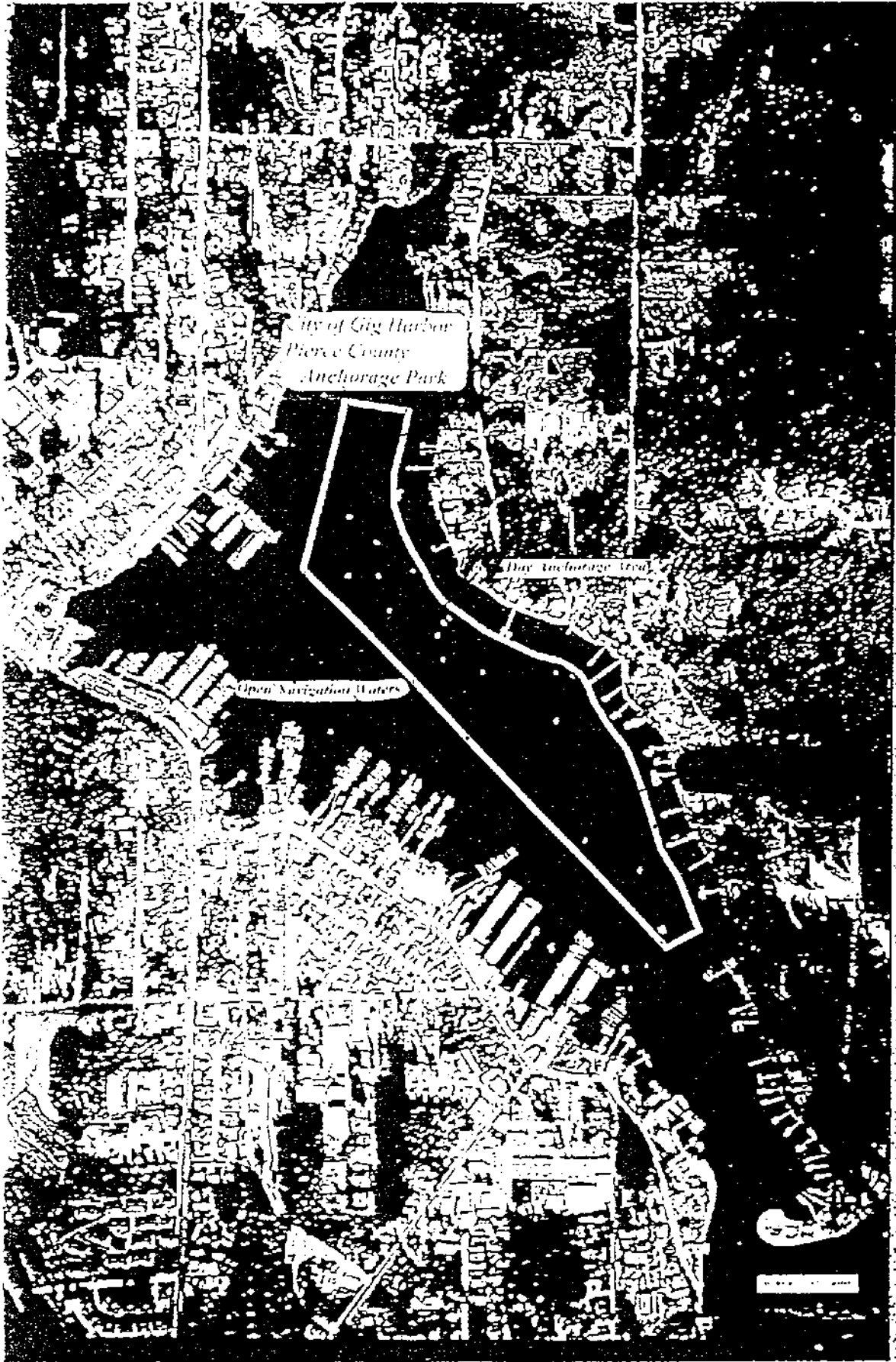
1996 Tides SEATTLE District

HIGH OCTOBER				LOW OCTOBER					
DATE	DOTS	AM	PM	AM	PM	AM	PM		
DAY	GUIDE	TIME	FT	TIME	FT	TIME	FT		
1 Tues	●	9:11	10.8	8:11	10.1	2:14	-0.1	2:41	5.1
2 Wed	●	10:12	10.5	8:56	9.5	3:01	0.2	3:37	5.8
3 Thur	●	11:19	10.2	9:49	8.8	3:53	0.8	4:45	6.2
4 Fri	●	12:29	10.2	10:57	8.3	4:51	1.3	6:08	6.3
5 Sat	●	1:32	10.3	5:55	1.8	7:30	6.0
6 SUN	●	0:16	8.1	2:25	10.4	7:00	2.1	8:30	5.3
7 Mon	●	1:34	8.2	3:06	10.5	8:00	2.3	9:13	4.6
8 Tues	●	2:41	8.5	3:39	10.6	8:52	2.5	9:48	3.8
9 Wed	●	3:35	9.0	4:06	10.6	9:36	2.7	10:19	3.0
10 Thur	●	4:21	9.5	4:29	10.7	10:16	2.9	10:49	2.1
11 Fri	●	5:03	10.0	4:52	10.8	10:53	3.3	11:19	1.3
12 Sat	●	5:42	10.4	5:16	10.8	11:29	3.6	11:51	0.6
13 SUN	●	6:22	10.8	5:43	10.9	...	...	12:06	4.1
14 Mon	●	7:04	11.1	6:13	10.8	0:25	-0.1	12:45	4.6
15 Tues	●	7:50	11.2	6:47	10.7	1:02	-0.5	1:27	5.1
16 Wed	●	8:39	11.3	7:26	10.4	1:42	-0.8	2:14	5.6
17 Thur	●	9:34	11.2	8:12	10.0	2:27	-0.8	3:08	6.1
18 Fri	●	10:35	11.2	9:09	9.5	3:18	-0.5	4:13	6.3
19 Sat	●	11:39	11.2	10:23	8.9	4:15	0.0	5:28	6.1
20 SUN	●	12:41	11.3	11:50	8.7	5:20	0.7	6:47	5.5
21 Mon	●	1:37	11.5	6:29	1.3	7:55	4.4
22 Tues	●	1:20	8.8	2:25	11.6	7:37	1.9	8:51	3.0
23 Wed	●	2:41	9.4	3:08	11.8	8:40	2.4	9:39	1.7
24 Thur	●	3:51	10.1	3:47	11.8	9:38	2.9	10:22	0.6
25 Fri	●	4:51	10.8	4:24	11.7	10:30	3.5	11:03	-0.4
26 Sat	●	5:45	11.3	5:00	11.6	11:18	4.1	11:43	-0.9
DAYLIGHT TIME ENDS 2 A.M.									
27 SUN	●	5:34	11.7	4:35	11.3	11:04	4.6	11:22	-1.2
28 Mon	●	6:22	11.8	5:10	10.8	11:50	5.2	...	...
29 Tues	●	7:09	11.7	5:46	10.3	0:01	-1.1	12:36	5.7
30 Wed	●	7:58	11.6	6:25	9.7	0:41	-0.8	1:26	6.1
31 Thur	●	8:48	11.4	7:10	9.1	1:23	-0.2	2:21	6.3

AM TIDES
LITE TYPE

● BIGGER THE DOT - BETTER THE FISHING
DAYLIGHT TIME THRU OCTOBER 26

P.M. TIDES
BOLD TYPE





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: JERISICH DOCK EXPANSION PROJECT
DATE: OCTOBER 9, 1996

INTRODUCTION/BACKGROUND

An item which needs to be completed for the existing Jerisich Dock and the planned extension is to arrange for modification of the existing "no fee" lease with the Department of Natural Resources (DNR). In previous communications with this Department, DNR has requested a survey to confirm the limits of the existing and proposed dock extension relative to the outer harbor line (Current lease is to the inner harbor line).

In addition, the Interagency Committee for Outdoor Recreation (IAC) staff have indicated potential concern regarding the actual water depth along the length of the dock relative to the number of vessels which can be accommodated, and the possible need for dredging.

Insufficient staff resources are available to perform the necessary survey work to resolve these items. Performance of this work could be accomplished in conjunction with the survey work for the anchorage park. This will also reduce the amount of work needed for the actual design work next year.

POLICY CONSIDERATIONS

The agreement waives the Professional Errors and Omissions requirement in consideration of the small size of the contract and the professional licensing requirements for performance of the work.

FISCAL CONSIDERATIONS

Funds are available for this work under the '96 Jerisich Dock Extension project.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Thornton Land Surveying, Inc. an amount not to exceed one-thousand four-hundred twenty-five dollars and no cents (\$1,425).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Thornton Land Surveying, Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Thornton Land Surveying, Inc. organized under the laws of the State of Washington, located and doing business at A Washington Corporation (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Jerisich Park Tideland Review and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated October 9, 19 96 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant shall perform all work as described in Exhibit A.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$1,275.00 + 150 = 1425.00 PAID 10/9/96 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit A.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within sixty (60) calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II hereinafter. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant shall be liable to the City for any additional costs incurred by it in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs"

shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant

safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Each party shall be solely responsible for its costs, expenses and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 19__.

THE CITY OF Gig Harbor

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

Ray Harries, P.L.S. 24219
CONSULTANT

Thornton Land Surveying, Inc.
P.O. Box 249
Gig Harbor, WA 98335

Mr. Wes Hill
Director of Public Works
The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

"EXHIBIT A"

THORNTON LAND SURVEYING, INC.

P. O. Box 249
GIG HARBOR, WASHINGTON 98335



BUSINESS ... 1-206-858-8106
FAX 1-206-858-7466

October 9, 1996

Mr. West Hill, P.E.
Director, Public Work Department
City of Gig Harbor
3105 Judson Street
Tacoma, WA 98335

Re: Jerisich Park Tidelands Profile below dock, gangway and pier. (Exhibit "A")

Dear Wes:

Thank you for considering Thornton Land Surveying, Inc. as the professional land surveying company to assist you with the Tidelands Profile under the Jerisich Park Pier.

Our scope of work requested is as follows:

1. Establish horizontal and vertical survey control on site.
2. As-built end of dock, gangway and pier.
3. Establish Tideland elevations directly below Item 2 above.
4. Draft large scale site improvement map showing Item 2 and 3 on local Gig Harbor Tidal Datum of M.L.L.W. (Mean-Low-Low Water).
5. *ADD INNER HARBOR LINE TO EXHIBIT MAP ADDITIONAL COST 150.00*
The budget per items 1,2,3 & 4 is \$1275.00 and work can commence immediately upon the approval of Gig Harbor. Our billing will be itemized to reflect those rates shown on Page 2 of this letter. $1275.00 + 150 = 1425.00$ INCLUDING ADDITION OF OUTER HARBOR LINE PER DEPT. OF NATURAL RESOURCES SURVEY.

Again, thank you for the opportunity to review your request for services and for your time. I am enclosing a copy of our 1986 survey of a portion of Jerisich Park. Should you have any questions or if I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

THORNTON LAND SURVEYING, INC.



Ray Harries, P.L.S.
Manager

RH/lb

Enc.

All billings and invoices will be itemized and are based upon the following hourly rates:

HOURLY RATES FOR PROFESSIONAL SERVICES

Licensed Surveyor	\$ 75.00	Autocad & Drafts person	\$ 60.00
2 Man Crew	\$100.00	3 Man Crew	\$130.00
Secretarial Services	\$ 25.00	Survey Technician	\$ 60.00
Survey Support Services	\$ 30.00	Planner	



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

MEMORANDUM

TO: Mayor Wilbert and City Council
FROM: Planning Staff
DATE: October 14, 1996
RE: Appeal of Hearing Examiner's Decision - CUP 96-06 - Doris Grotz -
Accessory apartment

Background Information

Doris Grotz owns a house at 9309 Peacock Hill Avenue. The house was originally built as a single family home. It includes a daylight basement which was originally finished with a recreation room, bedroom and bathroom.

Request

Mrs. Grotz has requested conditional use approval to convert the basement into an accessory apartment. GHMC Section 17.16.030(G) states that accessory apartments may be allowed as a conditional use and that, "When reviewing a conditional use request for an accessory apartment, the hearing examiner shall consider the following guidelines:

1. The required parking space for the accessory apartment is placed behind the primary structure or is paved with grass-block pavers to avoid an expansive area of hard surface,
2. The accessory apartment is attached to or placed at least six feet behind the primary structure,
3. The design of the accessory apartment is incorporated into the primary unit's design with matching materials, colors, window style and roof design,
4. The entrance to the accessory apartment is oriented away from the

view of the street or is designed to appear as a secondary entrance to the primary unit (e.g., garage entrance or service porch entrance),

5. **Utilities for the accessory apartment shall be metered separate from the primary dwelling unit,**
6. The accessory apartment and the primary unit conforms to all other building and zoning code requirements.

Hearing Examiner Action

On September 25, 1996 the Hearing Examiner approved the request subject to the same conditions recommended by the planning staff including the requirement for separately metered utilities for both units.

Appeal

Mrs. Grotz filed a timely appeal of the Examiner's decision, stating (in essence) that she is trying to provide living quarters for an elderly family member and she believes that the requirement for separate utilities is unnecessary and expensive. A copy of Mrs. Grotz's appeal letter, the Staff Report to the Hearing Examiner and the Hearing Examiner's report and decision are attached for the Council's consideration. The Staff has also prepared a draft resolution to approve the applicant's request.

According to Section 19.06.005(B), this is to be a closed record appeal hearing and no new evidence may be presented.

Recommendation:

The wording of the approval criteria for accessory apartments allows the Examiner to *consider* the criteria listed when reviewing requests. None of the criteria appear to be mandatory except perhaps criteria number 5 which states that the apartment shall be metered separate from the primary dwelling unit. This language was included in the code at the request of Ben Yazici. However, Wes Hill has indicated that he supports the allowance of accessory apartments on the same meter as the primary unit if the owner desires. The staff is therefore recommending approval of the Grotz accessory apartment subject to all conditions of approval as stated in the Hearing Examiner's report, except that condition number 2 in the Examiner's report which requires separate meters shall be eliminated.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

WHEREAS, Mrs. Doris Grotz has requested conditional use approval to build an accessory apartment at 9309 Peacock Hill Avenue (CUP 96-06); and

WHEREAS, the Planning Staff recommended that the Hearing Examiner approve the conditional use permit subject to three conditions including the requirement that each unit shall have utilities metered separately as per GHMC Section 17.16.030(G)(5); and

WHEREAS, the Hearing Examiner approved the accessory apartment conditional use permit based upon the findings outlined by the Staff; and

WHEREAS, the Gig Harbor City Council has adopted Title 19 which establishes guidelines for the reviewing of appeals of decisions of the Hearing Examiner; and

WHEREAS, the applicant has filed a timely appeal in a letter to the City Council dated September 25, 1996; and

WHEREAS, the Gig Harbor City Council has reviewed the record of the Staff recommendation, the record of the Hearing Examiner's decision, the appeal filed by the applicant and the applicant's presentation at its regular session of October 14, 1996; and

WHEREAS, the City Council has determined that the language in the zoning code which addresses separately metered utilities provides discretion to the reviewing body, and that in the case of the Grotz proposal, providing separate utility meters on an existing residence results in an unreasonable expense which will discourage the provision of affordable housing for the elderly in the community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, that the requested accessory apartment at 9309 Peacock Hill Avenue is approved subject to the same conditions as specified in the Hearing Examiner's report dated September 25, 1996, except that condition number two which requires the apartment to have utilities metered separate from the primary unit shall be eliminated.

PASSED this 14th day of October, 1996

GRETCHEN A. WILBERT, MAYOR

ATTEST:

Mark E. Hoppen
City Administrator



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: September 18, 1996

RE: CUP 96-06 - Doris Grotz -- Accessory apartment below single family residence at 9309 Peacock Hill Avenue.

I. GENERAL INFORMATION

APPLICANT: Doris Grotz
9309 Peacock Hill Avenue
Gig Harbor, WA 98335
Telephone: 858-2287

OWNER: (same)

AGENT: (same)

II. PROPERTY DESCRIPTION

1. **Location:** 9309 Peacock Hill Avenue, Assessor's parcel # 02-21-05-6-036
2. **Site Area/Acreage:** 0.7 acres
3. **Natural Site Characteristics:**
 - i. **Soil Type:** n/a
 - ii. **Slope:** n/a
 - iii. **Drainage:** n/a
 - iv. **Vegetation:** n/a

4. Zoning:

- i. Subject parcel: R-1 (single family)
- ii. Adjacent zoning and land use:
 - North: R-1 (single family)
 - South: R-1
 - East: R-1
 - West: R-1

5. Utilities/road access: The parcel is served by City sewer and water and is accessed off of Peacock Hill Avenue - a City street.

III. APPLICABLE LAND-USE POLICIES/CODES

1. Comprehensive Plan:

Page 46.

Goal: Preserve Gig Harbor as a place to live for people of all occupations, incomes and abilities.

Accessory units. Provide incentives to single family homeowners to build accessory units on their property . . .

Page 52.

Goal: Support County-wide fair share housing allocations.

Allow flexible zoning standards. Consider flexible zoning standards which encourage innovative development of affordable housing units including . . . Accessory apartments.

Page 53.

Goal: Minimize direct costs of new housing construction

Minimize costs associated with land. Reduce housing costs associated with land through policy reform . . . (c) Provide incentives for increased densities on residential lots or consider density based upon performance standards as opposed to maximum unit allowances.

2. Zoning Ordinance:

GHMC Section 17.04.015 defines an accessory apartment as "a residential unit with a function kitchen, bath, and outside entrance, of up to 600 square feet, attached to or on the same parcel as a single-family residence in an R-1 (single-family) zone. Accessory apartments shall be under the same ownership as the primary residential unit on the same parcel with the owner living on-site in either unit. Accessory apartments shall not be condominiumized or otherwise sold separate.

GHMC Section 17.6.030(G) states that accessory apartments may be allowed as a conditional use and that, "When reviewing a conditional use request for an accessory apartment, the hearing examiner shall consider the following guidelines:

1. The required parking space for the accessory apartment is placed behind the primary structure or is paved with grass-block pavers to avoid an expansive area of hard surface,
2. The accessory apartment is attached to or placed at least six feet behind the primary structure,
3. The design of the accessory apartment is incorporated into the primary unit's design with matching materials, colors, window style and roof design,
4. The entrance to the accessory apartment is oriented away from the view of the street or is designed to appear as a secondary entrance to the primary unit (e.g., garage entrance or service porch entrance),
5. Utilities for the accessory apartment shall be metered separate from the primary dwelling unit,
6. The accessory apartment and the primary unit conforms to all other building and zoning code requirements.

The review criteria for a conditional use, as per Section 17.64.040, are as follows:

- A. That the use for which the conditional use permit is applied for is specified by this title as being conditionally permitted within the zone, and is consistent with the description and purpose of the zone district in which the property is located;
- B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;

- C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and; further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
- D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

IV. BACKGROUND INFORMATION:

The definition of an accessory apartment is specific, limiting the apartment to 600 square feet, under the same ownership as the primary unit, etc. The conditional use criteria is stated in terms of what the Examiner shall consider, i.e., they are general guidelines for determining how the apartment might be designed to maintain the single family character of the neighborhood. The only specific requirement in the criteria is that utilities shall be metered separately.

V. REQUEST/PROJECT DESCRIPTION:

The applicant has submitted the following statement (shown in *italics*) which describes the proposal:

The house in question is a large 2 level home (3300 sq.ft.) formerly occupied by a family with children. Our desire is to use the downstairs area for living space for one person. The space in question is completely finished with a bedroom, bath, and large recreation room with a fireplace. (see floor plan drawings). We wish to install a 13' screen wall as shown to provide a small kitchen and separate access. Plumbing for sewer, hot & cold water and utilities are already there (see proposed changes drawing).

There are other apartments in the neighborhood and the occupation of the house by three adults is very low density use for this house. There will be a separate locking, exterior entrance shielded from view from the street. There is ample parking and access due to the wide gravel driveway. There is plenty of open space in and around this large (0.7 acre) lot. There is a bust stop (#112) very nearby.

We do not believe that this proposed use will cause overcrowding, excess traffic, noise or any other foreseeable detrimental effects. The downstairs is about 591 sq.ft. in area excluding stairway.

VI. PUBLIC NOTICE:

Notice of this application was sent to property owners within 300 feet of the site and published in the Peninsula Gateway on September 4, 1996. As of September 11, 1996, no formal public input has been received on this application.

VII. ANALYSIS:

The staff believes that the design of the apartment meets every intent stated in the conditional use criteria and that from the street, there will be no indication that a second unit is on this parcel. The apartment will have no adverse impacts on the established character of the neighborhood.

Additional Staff and/or agency comments are as follows:

1. Building Official: No comments
2. Public Works: No comments
3. SEPA Responsible Official: The SEPA Responsible Official has determined that this activity is exempt from SEPA review as per WAC 197-11-800 13 & 14.

VIII. FINDINGS AND CONCLUSIONS:

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

- A. That accessory apartments are specified as being conditionally permitted in the R-1 zone subject to criteria to be considered by the Hearing Examiner and that the apartment is design to conform to the criteria which are intended to maintain the single family character of the neighborhood;
- B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;
- C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and; further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;

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

IX. RECOMMENDATION:

The staff recommends approval of the requested conditional use permit allowing an accessory apartment, subject to the following conditions:

1. The apartment shall be built as shown on the submitted plans, except that the staff may approve minor alterations during the building permit review process which do not change the general character, layout, or size of the apartment.
2. The apartment shall have utilities metered separate from the primary unit.
3. Either the apartment or the primary unit shall be occupied by the owner of the property.

Project Planner: Steve Osguthorpe, AICP
Associate Planner



Date: Sept. 13, 1996

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

APPLICANT: Doris Grotz
CASE NO.: CUP 96-06
LOCATION: 9309 Peacock Hill Avenue
APPLICATION: Request for approval of a conditional use permit to allow an accessory apartment to be located below a single family residence.

SUMMARY OF RECOMMENDATION AND DECISION:

Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Grotz application was opened at 5:12 p.m., September 18, 1996, in the City Hall, Gig Harbor, Washington, and closed at 5:13 p.m. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the meeting. A verbatim recording of the hearing is available in the Planning Department.

HEARING COMMENTS:

The following is a summary of the comments offered at the public hearing:

From the City:

Steve Osguthorpe, Associate Planner, entered the staff report into record.

From the Applicant:

The applicant was not present at the hearing.

From the Community:

No one from the general public attended the public hearing.

CORRESPONDENCE:

No correspondence was submitted by members of the general public.

Hearing Examiner Decision
Case No. CUP 96-06
Page 2

FINDINGS, CONCLUSIONS AND DECISION:

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

A. FINDINGS:

1. The information contained in Sections I through VII of the Planning 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 the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.

B. CONCLUSIONS:

1. The conclusions prepared by the Planning Staff and contained in Sections VIII of the Planning Staff's Advisory Report accurately set forth the conclusions of the Hearing Examiner and by this reference is adopted as the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.

C. DECISION:

Based upon the foregoing findings of fact and conclusions, the requested conditional use permit is approved, subject to the following conditions:

1. The apartment shall be built as shown on the submitted plans, except that the staff may approve minor alterations during the building permit review process which do not change the general character, layout, or size of the apartment.
2. The apartment shall have utilities metered separate from the primary unit.
3. Either the apartment or the primary unit shall be occupied by the owner of the property.

Dated this 25th day of September, 1996.



Ron McConnell
Hearing Examiner

Hearing Examiner Decision
Case. No. CUP 96-06
Page 3

APPEAL OF EXAMINER'S DECISION:

Any party of record who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Department within (14) calendar days from the date the final decision of the Examiner is rendered.

Such appeal shall be submitted in accordance with Chapter 19.06 GHMC.

EXHIBIT:

The following exhibit was offered and entered into the record:

A. Staff Report

PARTY OF RECORD:

Doris Grotz
9309 Peacock Hill Avenue
Gig Harbor, WA 98335

TO: Mr. Steve Coquethorpe
Dept. of Planning and Building
City of Gig Harbor
3104 Judson St.
Gig Harbor, WA 98335

FROM: DORIS GROTZ
9309 Peacock Hill Ave.
Gig Harbor, WA 98332

RECEIVED 9/25/96

RE: CUP 96-06

SEP 26 1996

CITY OF GIG HARBOR

Dear sir:

This letter is in regard to my recent application for a conditional use permit for an accessory apartment at 9309 Peacock Hill Ave. (RE: CUP 96-06-DORIS GROTZ). My application, upon approval can meet all the guidelines except the one requiring that "utilities for the accessory apartment shall be metered separate from the primary dwelling unit" (see GHMC 17.64.045 guideline E).

When making this application I was not aware that this "guideline" was more than a recommendation.

This requirement, as I'm sure you know, will be prohibitively costly. It will require separating gas, water and electrical lines and three new utility meters. These costs, when added to the already burdensome costs for permits and remodel will necessitate my abandonment of the project.

This project to provide quarters with privacy and independence for us and an elderly family member, we think, is a worthy one and, as planned, an asset to the community. Our society is aging and families, widows, pensioners, etc should be able to utilize their homes this way, when appropriate, without unnecessary and expensive retrofitting.

With this in mind I respectfully request that this matter be brought before the City Council to appeal to them to consider changing GHMC 17.64.045, part E to enable my family to complete this project.

D. Eugene Barton
858-2287

Yours sincerely,
Doris Grotz



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
DATE: October 9, 1996
SUBJ.: GMA Grant Contract - D.C.T.E.D.

Background/Summary

The Department of Community Trade and Economic Development has made available a limited amount of funds for local jurisdictions to undertake GMA planning activities. The grant cycle is for a period of one year (July 1996- June 1997) and provides a maximum allocation of \$5,400.

Policy Issues

Part of the departments objectives for 1997 includes a comprehensive plan update during the first half of the year. The amount of the grant would serve to offset the department costs.

Fiscal Impact

The grant would supplement the department's 1997 budget by \$5,400. It is estimated the administration of the grant would be approximately 5% of the grant amount (\$270).

Recommendation

Staff recommends approval of the grant contract with the changes as recommended by legal counsel.



STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

906 Columbia St. SW • PO Box 48300 • Olympia, Washington 98504-8300 • (360) 753-2200

September 18, 1996

RECEIVED
SEP 23 1996
CITY OF GIG HARBOR

Mr. Ray Gilmore, Director
Planning/Building Department
City of Gig Harbo3105 Judson Street
Gig Harbor, Washington 98335

Dear Mr. Gilmore:

Enclosed are two copies of the contract between the City of Gig Harbor and the Department of Community, Trade and Economic Development for 1996 - 1997 Growth Management Act incentive grant funds.

The scope of work is based on the work program you submitted. If the contract meets the City's approval, please sign both contracts and return them to me. We will then sign both and send you one original.

I am also enclosing a voucher for your signature, so you can draw down the first half of your FY 97 grant funds. Please return the signed voucher along with the contracts. If you have any questions about this process, please call me at (360) 753-3040.

Sincerely,

Nick Turnbull
Growth Management Planner
Growth Management Services

NT:wg

Enclosures



**INTERGOVERNMENTAL AGREEMENT
WASHINGTON STATE
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT**

CONTRACT NUMBER: S97-166-128

This AGREEMENT, entered into, by, and between the City of Gig Harbor (hereinafter referred to as the CITY) and the Washington State Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT), WITNESSES THAT:

WHEREAS, the DEPARTMENT has the statutory authority under RCW 43.63A.065 to cooperate with and provide assistance to local governments and local agencies serving the communities of the state for the purpose of aiding orderly, productive, and coordinated development of the state; and

WHEREAS, the DEPARTMENT also has the responsibility to administer programs and projects assigned to the DEPARTMENT by the Governor or the Washington State Legislature; and

WHEREAS, the DEPARTMENT has the statutory responsibility under RCW 36.70A.190 (1) to establish a program of financial assistance and incentives to counties, cities, and towns to encourage and facilitate the adoption and implementation of comprehensive plans and development regulations throughout the state; and

WHEREAS, the DEPARTMENT desires to engage the CITY to perform certain tasks as hereinafter specified.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING
The total funds to be disbursed to the CITY, for the agreement period shall not exceed Five thousand, four hundred dollars (\$5,400.00).
2. AGREEMENT PERIOD
The effective date of this AGREEMENT shall be July 1, 1996. The termination date shall be June 30, 1997.
3. SERVICE PROVISIONS
Funds provided to the CITY under this AGREEMENT shall be used solely for activities undertaken to fulfill the requirements of the Growth Management Act and to implement the CITY'S growth management strategy as described in ATTACHMENT: SCOPE OF WORK, which, by this reference, is made a part of this AGREEMENT.

prior to the date such notice is received

- B. Notwithstanding any provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by the CITY, and not otherwise paid for by the DEPARTMENT, prior to the effective date of such termination, shall be as the DEPARTMENT reasonably determines. Reimbursement for services performed by the CITY, and not otherwise paid for by the DEPARTMENT, shall be made in full.
10. SPECIAL PROVISION DEPARTMENT,
The DEPARTMENT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.
11. AMERICANS WITH DISABILITIES ACT
The DEPARTMENT and the CITY agree to comply with all the provisions of the Americans with Disabilities Act, Public Law 101-336, 28 CFR Part 35, and all regulations interpreting of enforcing such act.
12. HOLD HARMLESS
A. It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the DEPARTMENT and the CITY, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
B. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the DEPARTMENT and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.
13. GOVERNING LAW AND VENUE
The AGREEMENT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the superior court of Thurston CITY, Washington.
County
14. SEVERABILITY
In the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, and applications of this AGREEMENT which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this AGREEMENT are declared severable.

4. REIMBURSEMENT PROVISIONS

The CITY shall submit an invoice voucher (Form A-19) to the DEPARTMENT upon signing this AGREEMENT for an amount equal to no more than one half of the total amount of funds specified in this AGREEMENT. Upon completion of the scope of work for the contract period, the CITY shall submit an invoice voucher to the DEPARTMENT for the balance of the funds specified in this AGREEMENT.

5. EVALUATION AND MONITORING

The DEPARTMENT or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all the CITY'S records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this AGREEMENT. Such rights last for six years from the date final payment is made hereunder.

6. EMPLOYMENT PROVISIONS

There shall be no discrimination against any employee who is paid by the funds indicated in the AGREEMENT or against any applicant for such employment because of race, religion, color, sex, age, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

7. AGREEMENT MODIFICATIONS

The DEPARTMENT and the CITY may, from time to time, request changes to this AGREEMENT. Any such changes that are mutually agreed upon by the DEPARTMENT and the CITY shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

8. DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the CITY, and a third party mutually agreed by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

9. TERMINATION OF AGREEMENT

A. If, through any cause, the CITY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the CITY shall violate any of its covenants, agreements or stipulations of this AGREEMENT, the DEPARTMENT shall thereupon have the right to terminate this AGREEMENT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the CITY describing such default or violation.

15. RECAPTURE PROVISION

- A. In the event that the CITY fails to expend state funds in accordance with state law or the provisions of this AGREEMENT, the DEPARTMENT reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the AGREEMENT. Repayment by the CITY of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its cost thereof, including reasonable attorney's fees.

16. REDUCTION IN FUNDS

The DEPARTMENT may unilaterally terminate all or part of this AGREEMENT, or may reduce its scope of work or budget under this AGREEMENT, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this AGREEMENT.

17. ADMINISTRATION

- A. The DEPARTMENT'S representative shall be Nick Turnbull.
- B. The CITY'S representative shall be Ray Gilmore.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have executed this AGREEMENT as of the date and year written below:

Stephen R. Wells, Assistant Director
Department of Community, Trade, and
Economic Development

CITY Title

Date: _____

Date: _____

APPROVED AS TO FORM:

TOMMY PRUD'HOMME
Assistant Attorney General

Date: January 4, 1996

ATTACHMENT: SCOPE OF WORK

City of Gig Harbor 1996-97 Growth Management Strategy

Amend the City of Gig Harbor Comprehensive Plan as follows:

Evaluate current Urban Growth Area (UGA) respective to requests for amendments received and make adjustments as appropriate.

Develop preannexation zoning plan for the Purdy UGA, which was approved by Pierce County in September 1995.

Evaluate requests to amend land use designations within the UGA and effect map adjustments as necessary.

Amend/refine Comprehensive Plan text in the Introduction and Land Use Elements. Include a summary of the city's comprehensive sewer plan (December 1993) and water plan (March 1993) within the Capital Facilities Element.

Proposed Schedule:

All drafts and recommendations will be presented to the City Council for consideration by June 30, 1996.

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON STATE
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT**

CONTRACT NUMBER: S97-166-128

This AGREEMENT, entered into, by, and between the City of Gig Harbor (hereinafter referred to as the CITY) and the Washington State Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT), WITNESSES THAT:

WHEREAS, the DEPARTMENT has the statutory authority under RCW 43.63A.065 to cooperate with and provide assistance to local governments and local agencies serving the communities of the state for the purpose of aiding orderly, productive, and coordinated development of the state; and

WHEREAS, the DEPARTMENT also has the responsibility to administer programs and projects assigned to the DEPARTMENT by the Governor or the Washington State Legislature; and

WHEREAS, the DEPARTMENT has the statutory responsibility under RCW 36.70A.190 (1) to establish a program of financial assistance and incentives to counties, cities, and towns to encourage and facilitate the adoption and implementation of comprehensive plans and development regulations throughout the state; and

WHEREAS, the DEPARTMENT desires to engage the CITY to perform certain tasks as hereinafter specified.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

The total funds to be disbursed to the CITY, for the agreement period shall not exceed Five thousand, four hundred dollars (\$5,400.00).

2. AGREEMENT PERIOD

The effective date of this AGREEMENT shall be July 1, 1996. The termination date shall be June 30, 1997.

3. SERVICE PROVISIONS

Funds provided to the CITY under this AGREEMENT shall be used solely for activities undertaken to fulfill the requirements of the Growth Management Act and to implement the CITY'S growth management strategy as described in ATTACHMENT: SCOPE OF WORK, which, by this reference, is made a part of this AGREEMENT.

prior to the date such notice is received

- B. Notwithstanding any provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by the CITY and not otherwise paid for by the DEPARTMENT prior to the effective date of such termination, shall be as the DEPARTMENT reasonably determines. Reimbursement for services performed by the CITY, and not otherwise paid for by the
10. SPECIAL PROVISION DEPARTMENT,
The DEPARTMENT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.
11. AMERICANS WITH DISABILITIES ACT
The DEPARTMENT and the CITY agree to comply with all the provisions of the Americans with Disabilities Act, Public Law 101-336, 28 CFR Part 35, and all regulations interpreting of enforcing such act.
12. HOLD HARMLESS
A. It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the DEPARTMENT and the CITY, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
B. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the DEPARTMENT and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.
13. GOVERNING LAW AND VENUE
The AGREEMENT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the superior court of Thurston County, Washington.
14. SEVERABILITY
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Stephen R. Wells, Assistant Director
Department of Community, Trade, and
Economic Development

CITY Title

Date: _____

Date: _____

APPROVED AS TO FORM:

TOMMY PRUD'HOMME
Assistant Attorney General

Date: January 4, 1996

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City of Gig Harbor 1996-97 Growth Management Strategy

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Proposed Schedule:

All drafts and recommendations will be presented to the City Council for consideration by June 30, 1996.

7

RECEIVED

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

SEP 23 1996

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

9-20-96

SPECIAL OCCASION #071561

CLASS: GJ

NORTH AMERICAN GYMNASTIC BOOSTERS (NAGB)
2905 JAHN AVE NW
GIG HARBOR, WA 98335

DATE/TIME: NOVEMBER 16, 1996 6PM TO 12AM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON AVE, GIG HARBOR

CONTACT: KATHY CROWLEY 206-851-8960

PLEASE RETURN ONE COPY TO THE LIQUOR CONTROL BOARD

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

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

RECEIVED
SEP 30 11
CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

9-26-96

SPECIAL OCCASION #071845

CLASS: GJK

NORTH TACOMA EAGLES, AERIE #4359
1110 N STEVENS
TACOMA, WA 98407

DATE/TIME: NOVEMBER 2, 1996 5PM TO 2AM

PLACE: GIG HARBOR EAGLES, AERIE #2809 - 4425 BURNHAM DR, GIG HARBOR

CONTACT: PHILIP A RANKIN 206-502-7917

PLEASE RETURN ONE COPY TO THE LIQUOR CONTROL BOARD

SPECIAL OCCASION LICENSES

- * G - License to sell beer on a specified date for consumption at specific place.
- * J ___ License to sell wine on a specific date for consumption at a specific place.
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3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

OPTIONAL CHECK LIST

EXPLANATION

LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

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

RECEIVED

OCT - 7 1996

10-4-96
CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

SPECIAL OCCASION #090826

CLASS: GJ

KNIGHTS OF COLUMBUS
P O BOX 220
GIG HARBOR, WA 98335

DATE/TIME: OCTOBER 27, 1996 12PM TO 7PM

PLACE: ST. NICHOLAS CHURCH HALL - 3105 ROSEDALE ST, GIG HARBOR

CONTACT: JIM WAINWRIGHT 206-857-4465

PLEASE RETURN ONE COPY TO THE LIQUOR CONTROL BOARD

SPECIAL OCCASION LICENSES

- * G - License to sell beer on a specified date for consumption at specific place.
- * J ___ License to sell wine on a specific date for consumption at a specific place.
___ Wine in unopened bottle or package in limited quantity for off premises consumption.
- * K - Spirituous liquor by the individual glass for consumption at a specific place.

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

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:10/03/96

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 12/31/96

RECEIVED
OCT - 7 1996

CITY OF GIG HARBOR

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 BAYVIEW GROCERY AND DELI, INC.	BAYVIEW GROCERY AND DELI 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	E F
2 CUZZETTO, MICHAEL CUZZETTO, ROBERTA	GIG PUB AND GRILL 3226 HARBORVIEW DR GIG HARBOR WA 98332 0000	358890	A C E F
3 OLYMPIC VILLAGE BP, INC.	OLYMPIC VILLAGE BP 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 0000	071544	E F

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on DECEMBER 31, 1996. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

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

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

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

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and DECEMBER 31, 1996, your office will be notified on an individual case basis.

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

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

RECEIVED

OCT - 7 1996

CITY OF GIG HARBOR

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR

WA 983350000

MAYOR'S REPORT
October 14, 1996

INCOMING, ON-GOING, ART

And just as we thought we had received all the art entries to be considered as *Art for City Hall*, as proposed by the Gig Harbor Peninsula Historical Society in honor of the City's 50th anniversary, along comes Mary Smith with the watercolor of the Skansie boats you now see hanging (*on loan*), in the front hall. Mary donated a smaller watercolor that is hanging above Linda Gratzer's desk.

This piece is available to purchase for \$3,400. Public Works has proposed a track light to better illuminate the wall and stairwell.

Gifts of Art

The accumulation of art is increasing as visiting dignitaries bring gifts. Recently, twenty-four visitors from Takoma, Japan, invited us to become a Sister City. I was overwhelmed and pleased with the invitation, but declined as gracefully as possible while explaining we were a very small city and the existing sister City relationship we have with Poronysk, Russia was all we could manage at this time. I thanked them for the honor of the request and accepted their beautiful gifts. The etched metal picture of Mt. Fuji was a surprise.

Also this summer, visitors from two different cities in Sweden presented us with city banners and a clay vase representing the historic symbol of one of their communities. We will add these gifts to the art collection which include the Russian gift of the intricate carving made of Mammoth tusks found in Magadan Region on the seacoast of Russia. The banner and vase is on display in the conference room and the tusk carving is in my office.

Other Art Owned by the City

The Tom Torrens *Harbor Lure* wood and metal sculpture and the landscaping, pond and bridge on display in the front yard at City Hall are natural works of art. The Anchor at Jerisich Park and the tapestry donated by Floyd and Margrath Brewer are also in our collection.

Art on Display at City Hall

There are two other pieces on display that were considered during the 50th Anniversary week and are available for purchase from the artists, Bruce Smith's folk art *Harbor Family of Boats* and *Harbor Morning* by Sandra Newhouse. These pieces will soon be returned to the artists.

Thoughts for Future Art Considerations

An effort is on-going in the community to provide a memorial of some kind in memory of Gig Harbor's commercial fishermen lost at sea. A bronze statue has been mentioned.



MITCH BARKER
Chief of Police

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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

September 1996

	<u>SEPT</u> <u>1996</u>	<u>YTD</u> <u>1996</u>	<u>YTD</u> <u>1995</u>	<u>%chg to</u> <u>1995</u>
CALLS FOR SERVICE	<u>228</u>	<u>2344</u>	<u>2547</u>	- <u>7</u>
CRIMINAL TRAFFIC	<u>11</u>	<u>118</u>	<u>165</u>	- <u>28</u>
TRAFFIC INFRACTIONS	<u>57</u>	<u>540</u>	<u>671</u>	- <u>19</u>
DUI ARRESTS	<u>3</u>	<u>26</u>	<u>33</u>	- <u>21</u>
FELONY ARRESTS	<u>1</u>	<u>23</u>	<u>55</u>	- <u>58</u>
MISDEMEANOR ARRESTS	<u>13</u>	<u>126</u>	<u>123</u>	+ <u>2</u>
WARRANT ARRESTS	<u>8</u>	<u>48</u>	<u>55</u>	- <u>12</u>
CASE REPORTS	<u>69</u>	<u>618</u>	<u>607</u>	+ <u>1</u>
REPORTABLE VEHICLE ACCIDENTS	<u>12</u>	<u>71</u>	<u>60</u>	+ <u>18</u>