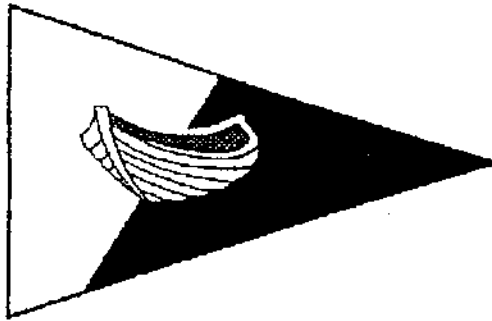


**GIG HARBOR  
CITY COUNCIL MEETING**



**November 27, 1995**

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**

**November 27, 1995 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**PUBLIC HEARING:**

Second Public Hearing - Proposed Zoning Code Changes (see old business below).

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

Harbor Wollochet Sewer District.

**OLD BUSINESS:**

1. Third Reading of Ordinances:
  - A. Amendments to Title 17 of the GHMC (Zoning Code).
  - B. Amendments to Title 16 of the GHMC (Subdivision Code).
  - C. New Title 19 of the GHMC (Land Use Development Permits Administrative Procedures).
  - D. New Chapter 17.10 (Hearing Examiner - replaces current Chapter 17.10).
  - E. New Chapter 17.15 (Public Institutional Zoning District Standards).
  - F. New Chapter 17.45 (Employment Zoning District Standards).
  - G. New Chapter 17.65 (Special Use Permits).
2. Insurance Bid Comparison.
3. Second Reading of the 1996 Budget Ordinance.
4. Resolution for Approval of Final Plat - Westbrook Glen.

**NEW BUSINESS:**

1. SPR 95-03 - Mallards Landing Office Park.
2. Utility Management Software License.
3. Utility Extension Request - Tom Torrens.
4. Renewal of Chamber of Commerce Lease.
5. Special Occasion Liquor License - North American Gymnastics Booster.

**MAYOR'S REPORT:** Holiday Celebration.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**EXECUTIVE SESSION:** Claims and property acquisition.

**ADJOURN:**



## REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 13, 1995

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

### PUBLIC COMMENT / DISCUSSION:

Nick Tarabochia Jr. - 2788 Harborview Drive. Mr. Tarabochia spoke on behalf of the beach home owners. He explained that the Health Department had told the homeowners that they must find an alternative to disposing of their sewage or have their homes condemned. He gave a brief history of the beachhomes and added that out of the 19 homes, only two were full-time residences. Mr. Tarabochia said that in 1975-76, during the original ULID for the city, the beach homes were included in the legal description, but for one reason or another, they were not included in the actual construction. He said that because they were left out of the original ULID, and because of that fact, they have been put in this situation by the Health Department, they were entitled to help from the city in addressing this problem. He added that the homeowners had met with the Mayor to investigate alternatives and found that the economic impacts are immense. He said that most of the alternatives are inconsistent with the area, and impractical. He said the homeowners, as taxpayers, are asking the city to help with engineering, obtaining grants, and any other help available.

Council asked Ben Yazici, Public Works Director, if he was aware of the problem. Ben explained he had discussed the issue with the Mayor, and due to the remote location of the properties, he suggested that the most logical solution would be for the homeowners to connect with the city sewer. He told council that he had recommended that the homeowners hire an engineer to prepare a preliminary report and cost estimate. He said that after an engineering report was submitted, and with Council's blessing, a ULID could be formed to assist them in financing. He added that the cost of design and construction of the system could be included in the ULID costs. He told Councilmember Picinich that the preliminary engineering cost to determine a few alternatives would be about \$1,000.

Mr. Tarabochia asked what their rights were as citizens, considering these homes had been left out of the original ULID. Councilmember Platt asked if these homes had been assessed for the ULID. Mr. Tarabochia said they were not assessed but were part of the legal description. He said that they had talked to the city at that time and had been told that the city had chosen not to include them at that time.

Councilmember Ekberg said he appreciated the homeowner's concerns, and had just this evening received the memo from Mayor Wilbert concerning this issue, and had not had time to review the information. He added that he would like staff to research the issue to determine the path to pursue.

Mark Hoppen, City Administrator, said that there were no beach improvements articulated in the original ULID even though they were included in the legal description. Consequently, they were not assessed and did not receive services. He added that at the time of the public hearings for the ULID, homeowners from the Ridgeway Avenue area, which was not included in the original plans, came forward asking Council to be included, and were added to the ULID. He said that

no one from the beachhomes came forward and requested to be included.

Mayor Wilbert advised Mr. Tarabochia that after the staff had a chance to review the information, the item would be brought back as an agenda item.

Jim Boge - 6606 Soundview Drive. Mr. Boge first thanked Councilmember Markovich for not utilizing political signage during his campaign. He then asked for clarification on construction signage. He explained that he had come before Council over a month ago asking for this information, but to date, he had not received any contact on this issue. Steve Osguthorpe, Planning Associate, explained that he had a casual conversation with Mr. Boge on his concerns that the construction signs are more for advertising the construction company than the project, and added that he hadn't had a chance to speak to legal counsel about the definition in the code.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich offered his services for any meetings regarding the beach homes, as he was Mayor at the time the ULID was formed, and could offer insight into why the homes were not connected at the time. He said that the code stated that any home located over 200 feet from the line would not be required to hook up. He said all the facts were there, all Council would have to do is research it.

Carol Morris, the City's legal counsel from Ogden Murphy & Wallace. Ms. Morris advised Council on her progress on Mr. Bujacich's request at the last council meeting to research the Darrah enforcement proceedings. She explained that the city's files had been archived with her own, and she will report at the next council meeting.

#### **PUBLIC HEARINGS:**

Mayor Wilbert opened the Public Hearing on the First Reading of the Proposed 1996 Budget Ordinance at 7:20 p.m. Tom Enlow, Finance Director, explained that this proposed budget represents an 8% overall decrease from the 1995 budget, primarily due to the completion of the wastewater treatment plant construction, and that the general fund is proposed to increase by 19% due to increases in the ending fund balance and increased police expenditures. He announced the budget worksession on November 27th and that copies of the preliminary budget would be made available to the public on request.

Mayor Wilbert introduced Nancy Watkins, from the Tacoma-Pierce County Visitor & Convention Bureau. She added that Nancy was present to speak about the budget, and passed her packet of information around to Councilmembers.

Ms. Watkins explained that her bureau is requesting financial support in the amount of \$2,500 for 1996. She said this is the first time they have approached the city for support and in the past have promoted tourism in the Gig Harbor area, increasing the cash flow into the city. She pointed out the picture on the front of their visitor's guide, a photograph of the harbor at sunset, and gave a brief description of the upcoming events to promote the area, including a brochure that would include Gig Harbor events and a Pierce County restaurant guide that would include several of the local restaurants. She added that she works closely with Gordon Wolfheil at the Chamber of Commerce and that the Visitor & Convention Bureau had donated \$1,000 to handle local events. She encouraged Council's support in her request.

Mayor Wilbert closed the public hearing portion of the first reading of the budget ordinance at 7:38 p.m.

**CALL TO ORDER:** 7:39 p.m.

**STAFF REPORT:**

**Ben Yazici, Public Works Department.** Mark Hoppen explained that this was to be Ben Yazici's last council meeting with the City of Gig Harbor before going to work for University Place. He said that he had asked three things of Ben before he left, one, to present the Wollochet Heights extension request, two, to complete the contract on the North Harborview Drive Project, and three, come as close as possible to completion of the Wastewater Treatment Plant Expansion project. He said that Ben had come very close to accomplishing all these goals. Mark added that Ben was one of the most professional people he has had the pleasure to work with, and wherever he goes he carries a professional ethic with him that is a model for all.

Ben thanked Mark and gave a brief history of the year's projects. He added that he had invited four of his staff members who were instrumental in accomplishing the objectives during the year. He introduced Bill Irey, Wastewater Treatment Plant Supervisor, Dave Brereton, Public Works Supervisor, Tom Quinlan, Construction Inspector, and Maureen Whitaker, Public Works Assistant, and thanked them for all their hard work.

Mayor Wilbert read the letter from Dennis Ingham, Assistant Secretary for the Department of Transportation commending the City Engineer and his staff for their professional management of the North Harborview Drive project. The letter stated that when the city has filled the city engineer position, they would be more than happy to interview the City for future CA status.

Mark Hoppen added that because the Public Works Department was able to act as a certified agency, approximately \$130,000 was able to be spent on other aspects of the project.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the October 23, 1995 meeting as presented.  
Picinich/Platt - unanimously approved.

**CORRESPONDENCE:**

**Tacoma-Pierce county Visitor & Convention Bureau.** This item was covered under the budget public hearing.

**OLD BUSINESS:**

1. Second Reading of Ordinances:
  - A. Amendments to Title 17 of the GHMC (Zoning Code).
  - B. Amendments to Title 16 of the GHMC (Subdivision Code).
  - C. New Title 19 of the GHMC (Land Use Development Permits Administrative Procedures).
  - D. New Chapter 17.10 (Hearing Examiner - replaces current Chapter 17.10).

- E. New Chapter 17.15 (Public Institutional Zoning District Standards).
- F. New Chapter 17.45 (Employment Zoning District Standards).
- G. New Chapter 17.65 (Special Use Permits).

Ray Gilmore explained that due to the failure of Referendum 48, that Council had more time to act on these ordinances. He suggested another public hearing on the 27th of December due to the reformatting of the ordinances. Councilmember Markovich agreed with the opportunity to take more time to review the changes and proposed a worksession for Council and Staff to meet and discuss these changes more thoroughly. Councilmember Ekberg agreed. Several members of the audience signed up to comment on the changes, and because it was not published as a public hearing, the following motion was made.

**MOTION:** Move we accept public comment on this issue.  
Platt/Picinich - unanimously approved.

Paul Cyr - representing a client in city limits. Mr. Cyr shared his client's concerns regarding the permitted uses for RB-2 under the new code amendment, Section 17.30.020. He said there was no provision, even with a conditional use permit, for a hotel/motel project. He asked for consideration for a project of this type in the amendment of this section. His second issue noted was that Gig Harbor is an employment area and should consider allowing clean, high tech industry to locate here. He said the maximum gross floor condition could arbitrarily limit these functions. He asked that a range or density with buffering and landscaping be considered in lieu of a maximum gross floor designation.

Rick Gagliano - 8607 58th Ave. NW - Mr. Gagliano explained that he is the current Chairman of the Gig Harbor Design Guidelines Technical Committee. He added that the committee had been preparing documents that would coordinate with the amendments proposed by the Planning Commission and said they had completed an analysis of height options and it's effects. He presented these options to Ray Gilmore to pass on to the Planning Commission to use as a tool to help in the decision making process. He said that the committee had spent considerable time working on guidelines in the context of the new amendments, and have a lot of information and input if allowed to participate in any workshops, if appropriate. He stressed that the committee's ultimate goal was for all documents to coincide. Mayor Wilbert thanked the Technical Committee for all their hard work, assured him that all information presented would be considered by the Council before any final decisions were made.

David Fisher - 5715 Wollochet Drive - Mr. Fisher introduced himself as an architect practicing outside the city limits on primarily residential homes. He passed out a letter to Councilmembers, then read the contents. His concerns were that by limiting the square footage of businesses, existing businesses would not be allowed to grow, and therefore would relocate outside the area, and new businesses would be discouraged from coming in. He said that planning should be approached with positive growth goals to encourage business to locate here to allow people who live here to work here.

Peter Katich - 3509 Ross Avenue - Mr. Katich said he had spoken previously in favor of the maximum floor area requirement for commercial development, but that after hearing the other speakers, that he would have to slightly modify his position. He said balance must be considered



in residential areas such as the Millville designation, to preserve the character and allow development to occur and business to prosper. He encouraged Council to maintain the 3,500 sq. ft. limit on buildings in the Millville as proposed, and allow additional business development activity in other zoning districts that could provide for those opportunities without impacting sensitive areas.

Jack Bujacich - 3607 Ross Avenue - Mr. Bujacich voiced his concerns that a Design Guidelines Committee could dictate what could be built in Gig Harbor, and especially when they don't even live in the City. The Mayor explained the make-up of the technical committee to Mr. Bujacich and why they were chosen. Steven Osguthorpe explained that the committee will come to an end in December, and then the Planning Commission will consider their recommendations, and hold several public hearings on the items. He told Mr. Bujacich that the Technical Committee meetings were open to the public, and that he was welcome to attend the Planning Commission's public hearings.

No other members of the audience came forward to speak. Mayor Wilbert asked for Councilmember's comments.

Councilmember Owel mentioned she had several housekeeping items that had been put into memo form for review. Councilmember Markovich suggested this would be a good time to schedule the worksession where all the input could be considered. A time for a worksession was scheduled for Monday, November 20th at 6:00 p.m. Ray Gilmore suggested the Planning Commission be present for a joint meeting and it was agreed upon.

2. 1996 Tax Levy Ordinance - Second Reading. Tom Enlow introduced the second reading of this tax levy ordinance. He explained that he was following the assessor's recommendation to request well over what is expected to receive in order to receive the maximum amount of taxes under the limit, without final valuation information. He added that the ordinance also sets excess levy rates for outstanding general obligation bonds.

**MOTION:** Move to adopt Ordinance 699.  
Markovich/Ekberg - unanimously approved.

### **NEW BUSINESS:**

1. Insurance Bid for PRISM - Steve Feltus, Broker, Bratrud Middleton. Mark Hoppen introduced Steve Feltus, who explained the insurance renewal proposal from Bratrud Middleton Insurance and answered questions. There were many unanswered questions regarding the comparison between the proposal from Association of Washington Cities and the proposal from Bratrud Middleton. Councilmember Markovich stated that before he makes a decision, he would like to know what appropriate liability coverages would be, and what risks are covered under both policies. Councilmember Ekberg said he would be reluctant to drop below a five million dollar liability limit.

**MOTION:** Move to defer any discussion or final action until Mark can obtain an adequate comparison of the coverage and premium for consideration.  
Ekberg/Picinich - unanimously approved.

Mayor Wilbert announced that item number six, Professional Services Contract for Biosolids Mixing Facility Design, under new business, was to be removed from the agenda.

2. Resolution - Arabella's Landing. Steve Osguthorpe explained that on October 23rd, Council denied approval of the site plan, appeal of a parking variance, and the conditional use permit for this project and directed legal counsel to reflect these decisions in a resolution. Mayor Wilbert read the title of the Resolution at the audience's request.

**MOTION:** Move to adopt Resolution No. 456.  
Markovich/Ekberg - unanimously approved.

3. Final Plat - Westbrook Glen. Steve Osguthorpe explained that although his memo to Council recommends approval of the final plat, the copy of the Quit Claim Deed that was submitted was inadequate and has advised the applicant, Ed Dorland that the approval needs to be continued until an adequate quit claim deed has been submitted and the legal description verified by the Public Works Department. The applicant asked to speak.

Ed Dorland - 2219 9th St. Ct. NW - Mr. Dorland gave a history of the submittal process and voiced his disappointment that things had been delayed. He said he would have had the correct information if he'd been told originally what was needed. He asked if Council could approve the final plat on condition that he submits the appropriate documentation to prevent from having to wait an additional two weeks until the next council meeting.

**MOTION:** Move we approve the Westbrook Glen subdivision subject to the legal department's review of the Quit Claim and the Public Works Directors review of the legal description and all necessary documents be provided.  
Ekberg/Markovich - unanimously approved.

4. Wollochet Harbor Sewer District Sewer Request. Ben Yazici presented this request from the Wollochet Harbor Sewer District to treat their sewerage at the city's treatment plant. He explained that they are currently under a Department of Ecology enforcement order to provide secondary treatment for the 66 lots within their jurisdiction and described the project. He read the conditions to be placed upon the extension, and added that this request meets the conditions of the City's Emergency Utility Extension Ordinance. He said that there would be no operational increases related to this extension, and that due to the revenue from accepting this sewerage, the project would have a positive financial impact on the sewer utility.

Councilman Platt said he didn't think this situation fits the emergency ordinance criteria because it is an 11% cost reduction, not an emergency. He said he disagreed that it would not encourage additional development and compared the extension with the Peninsula High School sewer extension. Mark Hoppen explained that he believed the request satisfied the conditions of the ordinance and compared this request with the extension of a pressurized line to the new Goodman Middle School, where no additional hook-ups are allowed. Ben Yazici introduced Tony Vivola from Gray and Osborne, who developed the plan for this project for the Wollochet Harbor Sewer District to answer questions.

Mr. Vivola described the long process that had been performed to try and find a solution to the problem, and several of the options that had been explored. He added that they are currently discharging into Wollochet Bay, and explained that building their own treatment plant, presuming that all the appropriate permits could be obtained, that an EIS could be completed and that DNR leases could be approved, would cost far greater than the estimated cost to extend a line to the City.

Councilmember Platt voiced concerns about other neighborhoods wanting to hook on to the line at a later date. Ben Yazici said that if these neighborhoods met all the criteria of the emergency ordinance, were willing to build and own the line, and it would not involve the city in any cost, then they would be allowed to apply in the same manner. Mr. Vivola assured Council that this issue could be addressed through the agreement with the city and that their only concern was to serve the existing 66 lots. He answered questions about how they proposed to maintain the line and apply for additional funding.

Mayor Wilbert asked if they had explored hauling options and if they planned on working with the County, which has the area listed on its Six-Year Transportation Plan. He explained that hauling presented its own set of problems such as a heavy vehicle in the neighborhood and where to take the sewage. He said that the option was very expensive. He added that when a final choice is made, they will complete their planning documents, which will be used as a funding tool to align with the County to obtain support.

Councilmember Markovich said that he didn't see any problem with helping with this request, and that it would be similar to Hemley's bringing their sewage into the treatment plant, which was explored as a revenue source in the past. Councilmember Platt said that due to the cost, it would make more sense for them to pursue building their own plant and try to obtain other customers. Councilmember Owel said she didn't have strong feeling for or against, and on an environmental level supports it, but that she could understand Councilmember Platt's concerns for the future.

Mr. Vivola explained that due to ecological concerns, he didn't think it would be a viable alternative to build their own treatment plant and named several drawbacks to siting an outfall in Wollochet Harbor. He added that the current site would not tolerate the drainage from a plant, and said that staffing concerns to man a treatment plant 24 hours a day also doesn't make it a viable option.

Councilman Ekberg said he didn't like to extend outside the Urban Growth Boundary, unless there is an existing development in trouble. He said that if there were no add-ons allowed, he would be willing to consider the project with tight restraints. He agreed that with them being charged one and a half times the city's rates, it would be an economic benefit to the City. Councilmember Picinich also said that he agreed with this. Councilmember Ekberg asked legal counsel to draw up a contract defining all the concerns.

**MOTION:** Move that the City Attorney draft an outside City Limits Capacity Commitment Agreement with the Wollochet Sewer District to provide sanitary sewer utility service to 66 sewer district lots. The agreement should contain all of the conditions stated in the memorandum, should be drafted by

the city attorney for consistency with the Emergency Utility Extension Ordinance, and should conform to pertinent portions of the city's existing standard outside sewer service contract. This contract should be returned to Council for review and approval at a subsequent council meeting.  
Owel/Markovich -

**AMENDED MOTION:** Amend the motion so that the last line reads "This contract *shall* be returned..." instead of *should* be returned.  
Ekberg/Owel-

**AMENDED MOTION:** Amend the motion to include that the district is to pay the one and one-half times, outside city limits rate.  
Picinich/Ekberg - four voted in favor. Councilmember Platt voted against.

5. Professional Services Contract Amendment - North Harborview Drive Project. Ben Yazici presented this request to amend the contract with Inca Engineers and explained the circumstances which led to the increase of \$2,435.27, which was mostly incurred to save money on the construction side of the project.

**MOTION:** Move to authorize the Mayor to sign an amendment to Inca Engineers contract by increasing the total contract amount by \$2,435.27, from \$34,939.45 to \$37,374.72.  
Markovich/Picinich - unanimously approved.

6. Treatment Plant Construction Change Order No. 2. Ben Yazici explained that they are ready to close the Wastewater Treatment Plant Construction project and requested Council to approve Change Order #2 in the amount of \$14,158.90 for changes needed to assure proper operation of the plant. He added that he anticipated one more change order to follow to address a few pay items that are still in negotiation.

**MOTION:** Move to authorize the Public Works Director to approve the Wastewater Treatment Plant Expansion Project Change Order #2 in the amount of \$14,158.90.  
Picinich/Ekberg - unanimously approved.

Ben thanked Council for the opportunity that has been given him over the last five and a half years. He said it has been a great career advancement opportunity with many challenges. He said he appreciated the trust given him to undertake a project that had never been demonstrated in this Country, namely the thermophilic digester. He added that he had made many friends in the community over the years.

Mayor Wilbert thanked Ben for all he had accomplished over the years and added that everyone involved with the City recognizes that it was Ben's leadership, talent, skill, and mind that made it all possible.

**MAYOR'S REPORT:** None.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Annual District #7 Meeting of Pierce County Council - Gig Harbor City Hall, December 12, 1995 at 7:00 p.m.
2. Budget Workshop - City Hall, Monday, November 20, 1995 at 6:00 p.m.
3. Zoning Code Workshop - City Hall, Monday, December 4, 1995 at 6:00 p.m.

**APPROVAL OF BILLS:**

**MOTION:** Move approval of warrants #14954 through #15054 in the amount of \$134,255.69.  
Platt/Ekberg - unanimously approved.

**APPROVAL OF PAYROLL:**

**MOTION:** Move approval of payroll warrants #11815 through #11928 in the amount of \$170,098.58.  
Platt/Ekberg - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to adjourn to Executive Session at 10:12 for the purpose of discussing claims and property acquisition for approximately 15 minutes.  
Ekberg/Owel - unanimously approved.

**MOTION:** Move to return to regular session at 10:27 p.m.  
Markovich/Ekberg - unanimously approved.

**MOTION:** Move to deny the claim of Darlene Taylor in the amount \$1,023.43.  
Platt/Owel - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 10:34 p.m.  
Platt/Ekberg - unanimously approved.

Cassette recorder utilized.  
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Tape 404 Side A 000 - end.  
Tape 404 Side B 000 - end.  
Tape 405 Side A 000 - end.  
Tape 405 Side B 000 - end.  
Tape 406 Side A 000 - 401.

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Mayor

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City Administrator



**WOLLOCHET HARBOR SEWER DISTRICT**  
P.O. Box 2166  
Gig Harbor, WA 98335

RECEIVED  
NOV 20 1995  
CITY OF GIG HARBOR

November 15, 1995

Mayor Gretchen Wilbert  
Gig Harbor City Council  
3015 Judson Street  
P.O. Box 145  
Gig Harbor, WA 98335

Dear Madam Mayor and Members of the City Council:

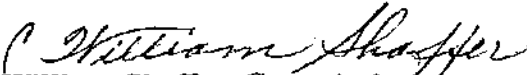
We wish to thank you for the time you took in considering the request of the Wollochet Harbor Sewer District to transmit effluent to the Gig Harbor Wastewater Treatment Plant and for the favorable decision of beginning to draft the agreement therefor. This is a positive step toward completing fifteen years of work to achieve secondary treatment of our wastewater.

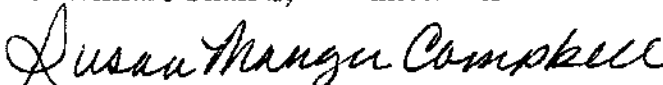
Mark Calkins, of Kenyon Luce's office, is the District's attorney. We have provided him with all of the letters and negotiations to date. He will be in contact with the City Attorney right away so that we can guarantee that everything required by the City of Gig Harbor can be accomplished. We will then be able to finalize our Facilities Plan in time to meet the deadline for the next phase of funding requests with the State of Washington, which is February 26, 1996.

Again, we thank you for your time and your decision in our favor.

Very truly yours,

**WOLLOCHET HARBOR SEWER DISTRICT**

  
C. William Shaffer, Commissioner

  
Susan Manger Campbell, Commissioner

  
Eileen J. Hines, Commissioner

cc: Mark Hoppen, City Administrator







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

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

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** Ray Gilmore, Planning Staff  
**DATE:** November 21, 1995  
**SUBJ:** Proposed Land Use Development Codes - Public Hearing/Third Reading of Ordinances

### **BACKGROUND**

This is the third reading and second public hearing of proposed changes to Titles 16 and 17 of the GHMC and a new Title 19 (Administrative Procedures). Based upon the last Council meeting on the proposed code updates, staff has incorporated several changes as suggested by Councilmember Owel. These are included in your packet and the changes are shown as redline text. Council is encouraged to bring their development codes to the meeting.

### **POLICY CONSIDERATIONS**

The proposed ordinances represent policy changes in several operations of the City's land use standards and administrative functions.

#### Title 16 - Subdivision Code

The subdivision code has been amended to so that final plat decisions are made by the City Council, not the hearing examiner.

#### Title 17 - Zoning Code

Within the body of Title 17, several changes have been made:

1. The height option for single family dwellings within the residential districts been amended to be established as an administrative variance procedure under Chapter 17.66. This would establish it as a separate permit process (Type II) and would require trigger notification requirements. The administrative decision is appealable to the Hearing Examiner.
2. Any reference within the Chapter to permit processes has been deleted (New Title 19 establishes the respective permit processes).
3. Chapter 17.64 (Conditional Uses) and 17.66 (Variances) have been amended to include the requirements for a complete application and the type of permit application, per new Title 19.

4. Chapter 17.89 (Planned Residential Development) has been amended to include requirements for a complete application and the type of permit application, per new Title 19.
5. Chapter 17.90 (Planned Unit Development) has been amended to include requirements for a complete application and the type of permit application, per new Title 19.
6. Chapter 17.96 (Site Plan Review) has been amended to include requirements for a complete application and the type of permit application, per new Title 19.
7. The review criteria for accessory apartments (which is a conditional use in the R-1 district) is relocated to the Conditional Use Permit section (17.64).
8. Chapter 17.01 is extracted to ordinance format. Revision to 17.08.010 is relocated to this ordinance.
9. Chapter 17.04 (Definitions) is extracted to ordinance format.
10. Chapter 17.07 (Enforcement, formerly new Chapter 17.08) is extracted to ordinance format.
11. Several changes have been made to Title 17

#### New Title 19 - Administrative Procedures

Several adjustments have been made respective to format. Additionally, final plats are proposed as Type IV permits actions, which requires final approval by the Council.

#### **RECOMMENDATION**

This is the third reading and second public hearing of the ordinances. A worksession with the Planning Commission is scheduled for Monday, December 4, starting at 6:00pm. As deemed appropriate by Council, additional adjustments to affect a final draft of the proposed ordinances will be re-introduced to the Council at its regular meeting of December 11.

Section 16. A new Section 17.04.692 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.692 Recreation, outdoor. "Recreation, outdoor" means any privately owned and managed commercial use or activity that typically requires a location outside of a building or structure, such as tennis courts, golf courses/driving ranges, sport courts, etc.

Section 17. A new Section 17.04.693 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.693 Recreational building. "Recreational building" means an enclosed structure used as a facility for indoor recreational activities, including commercial fitness centers.

Section 18. A new Section 17.04.695 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.695 Recreational vehicle. "Recreational vehicle" is a motor vehicle or portable vehicular structure that is capable of being towed on the highways by a motor vehicle, is designed or intended for casual or short-term human occupancy for travel, recreational or vacation uses, and is identified by a model number, serial number, or vehicle registration number.

Section 19. A new Section 17.04.697 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.697 Rental Hall Facility. "Rental Hall Facility" means a building owned by ~~a non-profit organization~~ which is ~~rented or~~ leased on a frequent basis to private groups, individuals or other organizations for special events.

Section 20. A new Section 17.04.705 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.705 Sales, retail. "Retail sales" means the point of purchase acquisition of finished goods or products by the general public.

A. <sup>1</sup> Minimum lot area per building site <u>for short plats</u>	12,000 square feet
B. <sup>1</sup> Minimum lot width	70'
C. <sup>2</sup> Minimum front yard setback	25'
D. Minimum rear yard setback	30'
E. Minimum side yard setback	8'
F. Maximum impervious lot coverage	40%
G. Minimum street frontage	20'
H. <u>Maximum Density</u>	<u>3 dwelling units/acre</u>

<sup>1</sup>A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7% of the lot area, in lineal feet.

<sup>2</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties ~~in the opinion of as determined by the~~ planning and public works directors. The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup> A maximum density of up to 4 dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 of the GHMC.

The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

Section 7. Section 17.16.080 of the Gig Harbor Municipal Code shall be amended to read as follows:

~~17.16.0870~~ **Maximum height of structures.** In an R-1 district, all buildings and structures ~~shall not exceed have a maximum height of 16-35~~ feet except as provided for under Chapter 17.62 GHMC, ~~height overlay district restriction area~~

Section 8. A new Section 17.16.080 is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.16.080 Height Variance for Single Family Dwellings

The maximum height of a single family dwelling may be increased, subject to the requirements established in Chapter 17.66.025 of this Title. Requests for a height variance is a Type II application and shall be processed in accordance with the procedures in Title 19 of the GHMC.

~~F. G.~~ Recreational buildings and community centers.

~~G. Rental Hall~~

Section 12. Section 17.20.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 17.20.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.20.050 040 Development standards.** In a R-2 district, the minimum lot requirements are as follows:

	7000- to 12000	Single Family Dwelling 12000+	Duplex Dwelling	Nonresidential
A. Minimum lot area per building site in square feet		12000	14000	12000
B. Minimum lot width	50'	70'		70'
C. Minimum front yard setback	25'	25'	25'	25'
D. Minimum rear yard	25'	25'	25'	30'
E. Minimum interior side yard	7'	8'	8'	10'
F. Maximum impervious lot coverage	40%	40%	45%	50%
G. Minimum street frontage	20'	20'	20'	20'

A.	Minimum lot area for short plats:	7000 square feet/dwelling unit
B.	<sup>1</sup> Minimum lot width:	50 feet
C.	<sup>1</sup> Minimum front yard:	25 feet
D.	Minimum side yard:	7 feet
E.	Minimum rear yard:	25 feet
F.	Maximum site coverage:	40 % of the total lot area.
G.	<sup>2</sup> Maximum density:	6 dwelling units per acre

<sup>1</sup>A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7% of the lot area, in lineal feet.

<sup>2</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties ~~in the opinion of as determined by the~~ planning and public works directors. The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot on record.

<sup>2</sup> A maximum density of up to 7.8 dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 of the GHMC.

Section 14. Section 17.20.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.20.060 Maximum height of structures.** In an R-2 district, all buildings and structures ~~shall not exceed have a maximum height of 16—35~~ feet except as provided for under Chapter 17.62 GHMC, height overlay district restriction area

Section 15. Section 17.20.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.20.070 Height Variance for Single Family Dwellings

The maximum height of a single family dwelling may be increased, subject to the requirements established in Chapter 17.66.025 of this Title. Requests for a height variance is a Type II application and shall be processed in accordance with the procedures in Title 19 GHMC.

Section 16. Section 17.24.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.24.020 Permitted principal uses and structures.** The following principal uses and structures are permitted in an R-3 district:

- A. Duplexes and multiple-family dwellings up to eight attached dwelling units per structure;
- B. Bed and breakfast establishments;
- C. Nursing and retirement homes subject to the basic density requirements of the district;

F. Maximum impervious lot coverage	50%	60%
G. Minimum street frontage	20'	50'
H. Maximum gross floor area	N/A	5,000 square feet/lot

I. Maximum Density 3 dwelling units/acre

~~H. More than one principal structure may be allowed on a single lot in an RB-1 district. Any yard abutting a single family residence shall be required to maintain a 30' wide dense vegetated screen.~~

~~I. An undersized lot of record shall qualify as a building lot provided it cannot be combined with another lot and; provided further, that compliance with the setback and coverage requirements are met.~~

~~J. Parking is not permitted in the side yards. Parking in front and rear yards is permitted, provided that a minimum landscape buffer of 10 feet is provided. In rear yards, a dense vegetative screen shall be provided between the parking area and any adjacent residence. (Ord. 601 § 1, 1991; Ord. 573 § 2, 1990).~~

Section 24. Section 17.28.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.28.060 Maximum height of structures.** In an RB-1 district, all buildings and structures ~~shall not exceed have a maximum height of 16~~ 35 feet except as provided for under Chapter 17.62 GHMC, height ~~overlay district restriction area~~

Section 25. Section 17.28.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.28.070 Parking and loading facilities.** In an RB-1 district, parking and loading on private property shall be provided in connection with any permitted or conditional use as specified in Chapter 17.72 GHMC. Parking is not permitted in the side yards. Parking in front and rear yards is permitted, provided that a minimum landscape buffer of 10 feet is provided. In rear yards, a dense vegetative screen shall be provided between the parking area and any adjacent residence.

Section 26. Section 17.30.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

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

A. Multiple-family dwellings;

- B. Bed and breakfast accommodations;
- C. ~~Business and Professional offices or services~~ as described in GHMC 17.28.020;
- D. Retail uses clearly accessory to the principal office use of a structure;
- ~~E. Day care centers containing six or fewer children; Family Day Care~~
- E. F. Publicly owned parks and playgrounds; and
- F. G. Banking institutions. (Ord. 554 § 1B, 1989).
- G. Mobile/Manufactured home parks and subdivisions.
- H. Adult Family Homes

Section 27. Section 17.30.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.30.050 Development standards.** In an RB-2 district, development standards shall be satisfied for all new and redeveloped uses requiring site plan review:

- A. Minimum lot area: 12,000 square feet;
- B. Minimum lot width: 70 feet;
- C. Front yard setback: 20 feet;
- D. Side yard setback: 8 feet;
- E. Rear yard setback: 15 feet;
- F. Any yard abutting an existing residential use or zone: 40 feet with dense vegetative screening. Easements not having dense vegetative screening are not included
- G. Maximum Density: Eight dwelling units per acre permitted outright; 12 dwelling units per acre ~~maximum~~ allowed as a conditional use.

Section 28. Section 17.30.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.30.070 Maximum building height.**

~~Maximum building height in an RB-2 district shall be limited as follows:~~

- ~~— A. Twenty eight feet within the first 100 feet of an existing residential use or zone;~~
  - ~~— B. Thirty five feet for structures located more than 100 feet from an existing residential use or zone.~~
- In an RB-2 district, all buildings and structures shall not exceed have a maximum height of 16-35 feet except as provided for under Chapter 17.62 GHMC, height overlay district restriction area

Section 29. Section 17.30.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:



	Single Dwell	7,000 resi	Less Dwelling	Duplex 12,000	Non 7,000 ing	Family dential	Than
Minimum lot area per building site in square feet	12,000			15,000		12,000	
Minimum lot width	70'	50'	50'	70'	70'		
Minimum front yard setback*	20'	20'	15'	20'	20'		
Minimum rear and/or side yard setback abutting tidelands	0	0	0	0	0		
Minimum interior side yard setback	8'	5'	5'	8'	10'		
Minimum street side yard setback	10'	10'	8'	10'	10'		
Maximum impervious coverage	40%	45%	50%	45%	50%		
Minimum street frontage	20'			20'	20'		

	Single Family Dwelling	Duplex
<u>Non residential</u>		
A. Minimum lot area (square feet):	7,000	14,000 12,000
B. Minimum lot width:	70 feet	50 feet 50 feet
C. <sup>1</sup> Minimum front yard:	20 feet	20 feet 20 feet
D. Minimum side yard:	10 feet	10 feet 10 feet
E. Minimum rear yard:	25 feet	25 feet 25 feet
F. Minimum Yard Abutting Tidelands:	0 feet	0 feet 0 feet
G. Maximum site impervious coverage:	40 %	45 % 50 %.
H. <sup>2</sup> Maximum Density:	3 dwelling units per acre	

<sup>1</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties ~~in the opinion of as determined by the~~ planning and public works directors. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>Density bonus of up to 30 % may be granted subject to the requirements of Chapter 17.96 (Planned Residential District).

\* \* \*

~~D. Minimum rear setback  
if tidelands not owned 15' 15' 15'~~  
~~E. Minimum rear and/or  
side yard setback to  
owned abutting tidelands 0 0 0~~  
~~F. Minimum interior  
side setback 8' 8' 10'~~  
~~G. Minimum street  
side setback 10' 10' 10'~~  
~~H. Maximum impervious  
coverage 50% 55% 60%~~

	Single Family Dwelling	Attached up to 4 unit	Non residential
A. Minimum lot area (square feet)	6,000	6,000/unit	15,000
B. Minimum lot width	50 feet	100 feet	100 feet
C. <sup>1</sup> Minimum front yard	20 feet	20 feet	20 feet
D. Minimum side yard	8 feet	10 feet	10 feet
E. Minimum rear yard	25 feet	25 feet	25 feet
F. Minimum Yard Abutting Tidelands	0 feet	0 feet	0 feet
G. Maximum site impervious coverage	50 %	55%	70%.
H. <sup>2</sup> Maximum Density	3.5 dwelling units per acre		

<sup>1</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties ~~in the opinion of as determined by the~~ planning and public works directors. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record. An undersized lot shall qualify as a building site if such lot is a lot of record at the time this chapter became effective. Recognizing the existence of such parcels, the development standards are adjusted to grant relief as to minimum lot size and minimum lot width only. (Ord. 598 § 2, 1991).

<sup>2</sup>Density bonus of up to 30 % may be granted subject to the requirements of Chapter 17.96 (Planned Residential District).

\* \* \*

Section 60. Section 17.50.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.50.050 Site plans.** Before a building permit will be issued in a waterfront commercial district, the site plan review process specified in Chapter 17.96 GHMC shall be followed. Residential projects containing less than three or fewer dwelling units are exempt from this provision.

4. A decrease of not more than 10 percent in the number of required parking spaces.

B. Required Findings to Grant. Each administrative variance granted shall be supported by written findings as follows: showing an affirmative determination of the variance review criteria contained in GHMC 17.66.030B.

The variance will not compromise the intent of the comprehensive plan nor be inconsistent with the goals, policies and objectives of the comprehensive plan;

1. The variance is an immediate remedy to a condition not readily apparent during the construction of a structure and which, if permitted, would not result in any significant adverse impacts to adjacent properties or structures;

2. A strict application of the standards would impose an unreasonable hardship upon the applicant or property owner;

3. The need for the variance is not the result of the deliberate actions of the applicant or property owner;

4. The variance does not create health and safety hazards.

~~C. Planning Director Action. Upon the filing of a properly completed application, the director shall, within fifteen working days, act to approve, modify or deny the application. If approved, the director shall send notice of the decision to the owners of all adjacent properties. The decision shall become final 145 working days after taking an action on the application unless an appeal is filed with the planning department prior to the fifteenth fourteenth day. Any appeal of an administrative variance shall be considered by the hearing examiner.~~

Section 71. A new Section 17.66.025 is hereby added to the Gig Harbor

Municipal Code to read as follows:

**17.66.025** Criteria for Height Increase for Single Family Dwelling.

An administrative variance from the maximum height standards of a single family dwelling may be increased as follows:

A. Minimum side yard setback<sup>1</sup> - 20% of lot width

B. Minimum roof pitch - 8/12 (8 units of rise per 12 units of run)

C. Maximum height of structures - All buildings and structures shall have a maximum height of sixteen feet except that a 30 foot portion of the house's width may be increased to 24 feet in height if the following conditions are met:

i. The gable or hip end of the 30 foot portion shall face the street so that the ridge is perpendicular to the street. The Planning Director may approve a shift in the orientation of the house if it can be demonstrated that the shift results in a more significant view corridor. On a corner lot the Planning Director may determine the orientation respective to the fronting street.

ii. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge,

iii. The 30 foot wide portion of the structure, measuring 24 feet above grade at the highest elevation, shall not exceed 33 feet above natural or finished grade at its lowest elevation.

<sup>1</sup>Minimum side yard setbacks on one side of the house may be reduced, subject to the Planning Director's approval if the following conditions are met:

1. The setback on one side ~~shall cannot~~ be reduced to no less ~~than so that~~ the setbacks in the underlying zone.
2. There must be a corresponding increase on the opposite side of the house so than the sum of both side yard setbacks equals 40 percent of the lot width as measured at the structure's location.
3. The Planning Director ~~shall~~ determines that a more significant view corridor could be retained by enlarging the setback on one side of the house as opposed to a 20 percent setback on both sides of the structure.

Section 72. Section 17.68.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.68.010 Intent.**

A. Within the zoning districts established by this title or any amendment that may later be adopted, there may exist lots, structures, uses of land and structures, and characteristics of use that were lawful before the effective date of the applicable regulations, but that would be prohibited, regulated, or restricted under the terms of ~~Chapter Title 17-01~~ Title 17-01 of the GHMC or a future amendment thereof. This chapter is intended to permit these nonconformities to continue until they are removed but not to encourage their perpetuation. It is further intended that nonconformities shall not be enlarged upon, expanded, extended or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

\* \* \*

Section 73. Section 17.68.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.68.040 Nonconforming structures.** When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC



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** *MW*  
**SUBJECT: INSURANCE BID FOR PRISM**  
**DATE: NOVEMBER 22, 1995**

### **INFORMATION/BACKGROUND**

Attached is a formal PRISM insurance renewal pricing proposal for the City of Gig Harbor for the 1995/96 policy year from Mr. Steve Feltus, broker for Bratrud Middleton Insurance.

At the last Council meeting, staff was directed to further compare coverages. Councilman Ekberg, an insurance professional, has been helpful in this regard.

As a practical matter, PRISM coverages are likely adequate for the city's needs, although AWC offers more coverage for about the same amount. There is uncertainty that AWC will not assess a higher rate in the second year of a two year commitment, if the pool pays out many large claims in the same year. There is nothing in the PRISM contract (Reliance Insurance) that binds the city to a risk of increased premiums in a second year. The city could always seek alternative coverage in light of a rate increase from PRISM.

### **POLICY CONSIDERATIONS**

The stability of the AWC pool is a concern. The range of city sizes, as well as coverages selected by these cities is attached. Almost 80% of the cities in the pool are smaller than Gig Harbor. This may be an issue of concern, considering that the pool has been in existence less than a decade. The AWC insurance pool reinsures liability claims above \$300,000 and property claims above \$25,000. The pool retains \$3 million in available funds to reimburse such claims prior to the utilization of reinsurance. The AWC pool's actuary estimates that \$2.1 million in reserves are a necessary statistical reserve.

### **FISCAL CONSIDERATIONS**

The bid from PRISM (Bratrud Middleton as broker) for the total proposed premium for 1996 is \$47,475 with \$2,500 deductible each for Boiler Property Damage, Law Enforcement Liability, and Public Officials Errors & Omissions, a \$250 deductible for auto comprehensive, and \$1,000 deductibles for Employee Benefits and Property Coverage, excluding earthquake coverage, which carries a 5% deductible. In the general and police liability areas, PRISM offers \$1 million per occurrence for a yearly aggregate of \$2 million. PRISM coverage also has a one time umbrella of \$4 million over-and-above the occurrence and aggregate limits.

As an alternative, AWC coverage offers unlimited aggregates, no deductibles, and umbrella coverage to the level of coverage desired, from \$1 to \$5 million, which is available for all occurrences during the insured year. The cost of AWC coverage ranges from \$39,529 to \$49,063. Involvement in the

pool is a two year commitment with the possibility of an unanticipated, pool-wide, rate adjustment in the second year of the city's commitment, an occurrence which the pool has yet to experience.

Both PRISM (Reliance) and AWC retain highly rated, very secure reinsurance carriers.

**There is no question that Reliance Insurance carries healthy, relatively more secure initial reserves in comparison to AWC.**

### **RECOMMENDATION**

Continue PRISM insurance for one year and approve the Reliance proposed premium for '95-'96 of \$47,475. Before the end of the '95-'96 coverage period, staff will present a comprehensive comparison of alternative insurance possibilities for '96-'97, involving both private and pool insurers.



November 6, 1995

Mr. Mark Hoppen, City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

**RE: City of Gig Harbor  
1995/96 Insurance Proposal**

Dear Mark,

On behalf of Reliance Insurance Company and PRISM, Bratrud Middleton is pleased to offer the following quotation for the 1995/96 policy period effective 12/1/95.

The quotation is in accordance with the following terms and conditions:

**GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
BI/PD Each Occurrence Limit	\$1,000,000
Deductible Applicable to BI/PD	\$ 0
Personal Injury Limit	\$1,000,000
Fire Legal Liability Limit	\$ 50,000
Medical Expense Limit	\$ 5,000
Law Enforcement Endorsement	\$1,000,000
Law Enforcement Deductible	\$ 2,500
Employee Benefits Liability (Claims Made)	\$1,000,000
Employee Benefits Deductible	\$ 1,000

**SPECIAL COVERAGE EXTENSIONS**

- Intentional Acts to protect persons or property
- Employees/Volunteers as Additional Insureds
- Host Liquor Liability
- Contractual Liability
- Non-Owned Watercraft
- Discrimination/Civil Rights
- Emergency Medical Technicians

**IMPORTANT EXCLUSIONS**

Pollution Liability  
 Asbestos Liability  
 Employment Practices Liability  
 Failure to Supply  
 Dam Failure (optional buy back)

**AUTO LIABILITY**

Combined Single Limit for BI & PD	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000
Medical Payments Each Person	\$ 5,000
Non-Owned and Hired Auto	INCLUDED
Temporary Substitute Auto	INCLUDED

**AUTOMOBILE PHYSICAL DAMAGE**

Autos per schedule on application	
Comprehensive Deductible	\$ 250
Collision	\$ 500
Valuation at time of Loss	ACV

**PROPERTY COVERAGES**

Building and Contents - Special Form	\$5,640,540
Valuation	REPLACEMENT
Scheduled Equipment	\$ 31,500
Valuation	ACV
Earthquake	\$5,000,000
Scheduled Articles	\$ 126,000
EDP Hardware	\$ 44,500
Media/Software	\$ 20,000
Accounts Receivable	\$ 25,000
Valuable Papers	\$ 25,000
Extra Expense - Blanket	\$ 20,000
Transit	\$ 10,000
Money & Securities In & Out	\$ 5,000
Employee Dishonesty	\$ 100,000
Personal Effects	\$ 10,000
Demolition Cost	\$ 25,000
Increased Cost of Construction	\$ 25,000
Newly Acquired Buildings	\$1,000,000
Newly Acquired Personal Property	\$ 500,000
Deductibles	\$ 1,000 AOP; 5% Earthquake



**SPECIAL CONDITIONS**

Does not require rebuilding at same location  
Coinsurance does not apply to Architect Fees  
Contents includes Personal Property of Others  
Newly acquired property up to 90 days  
Water/Sewer Backup is covered peril

**BOILER**

Property Damage	\$2,000,000
Property Damage Deductible	\$ 2,500

**PUBLIC OFFICIALS E & O**

Per Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000
Deductible	\$ 2,500
Coverage Form	CLAIMS MADE
Retro Date	12/01/91

**FOLLOWING FORM EXCESS LIABILITY,  
AUTO & PUBLIC OFFICIALS E & O**

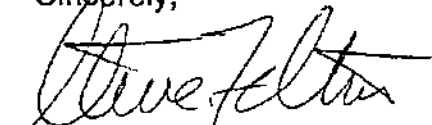
\$4,000,000

**TOTAL PROPOSED PREMIUM**

\$ 47,475

Bratrud Middleton has been the City of Gig Harbor's insurance broker/agent since 1989. We value the relationship built up with the City's personnel. We hope the City Council will confirm Bratrud Middleton as broker/agent for the 1995/96 term.

Sincerely,



Steve Feltus  
Vice President

SF:ljk

**AWC RMSA**

<b>City</b>	<b>1995 population</b>	<b>Liability Limits</b>
Waverly	109	1 mill
Kahlotus	215	1 Mill
Latah	225	2 Mill
Spangle	250	1 Mill
Beaux Arts	285	2 Mill
Winthrop	350	2 Mill
Roy	380	1 Mill
Oakesdale	435	1 Mill
Harrington	484	1 Mill
Hunts Point	500	2 Mill
Rockford	525	1 Mill
Mossyrock	535	2 Mill
Entiat	555	2 mill
Dupont	590	2 Mill
Pe Ell	590	1 Mill
Fairfield	630	1 Mill
Toledo	690	1 Mill
Ruston	720	1 Mill
Yacolt	860	2 Mill
La Center	865	1 Mill
Roslyn	936	1 Mill
Twisp	955	2 Mill
Napavine	960	1 Mill
Odessa	966	2 Mill
Yarrow Point	995	2 Mill
Langley	1020	1 mill
Darrington	1125	1 Mill
Winlock	1162	2 Mill
Gold Bar	1285	1 Mill
Rainier	1440	1 Mill
Kettle Falls	1465	1 Mill

Carnation	1490	1 Mill
Eatonville	1610	2 Mill
Ridgefield	1625	2 Mill
Cle Elum	1800	2 Mill
Friday Harbor	1810	2 Mill
Algona	1970	2 Mill
Yelm	2095	2 Mill
Castle Rock	2105	1 Mill
Granger	2130	1 Mill
Orting	2475	2 Mill
Deer Park	2750	2 Mill
Raymond	2905	2 Mill
Airway Heights	2910	2 Mill
North Bend	2925	2 Mill
Forks	3369	1 Mill
Wapato	3825	1 Mill
Sequim	4200	1 Mill
Fife	4250	2 Mill
Pacific	5300	1 Mill
Poulsbo	5765	2 Mill
Brier	6030	2 Mill
Port Orchard	6240	1 Mill
West Richland	6420	2 Mill
Ferndale	6830	2 Mill
Ellensburg	12990	1 Mill
Oak Harbor	19160	2 Mill
Wenatchee	24180	2 mill





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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: TOM ENLOW**  
**SUBJECT: 1996 BUDGET ORDINANCE**  
**DATE: November 21, 1995**

### **INTRODUCTION**

This is the second reading of the 1996 budget ordinance. The overall budget is 4% less than the 1995 budget. The General Fund is \$558,752 or 19% higher than 1995. The largest single increase in the General Fund is the transfer of up to \$600,000 to the Property Acquisition Fund. The ordinance reflects several changes since the first reading. The changes include:

#### **General Fund:**

**Non-dept:** Transfer out to street is increased by \$100,000 to accommodate the East-West Road design discussed below. Transfer out to Property Acquisition fund increased from \$100,000 to \$600,000. The actual amount of this transfer will be the General Fund Ending Cash Balance less an amount needed for proper cash management.

**Finance:** **Utility Management Software.** The upgrade of our utility accounting system was approved for 1995, but will not be completed until 1996. 40% of the license fee and 100% of training costs will be paid in 1995, the balance in 1996. **Estimated cost = \$7,960 (water - 3,184, sewer - \$3,980, storm - \$796).** *(This was expected to be completed in 1995.)*

**Parks:** Purchase additional park property. We will need to acquire additional park properties in order to maintain our current level of service in parks after annexing areas deficient in parks. We anticipate purchasing property adjacent to City Park for \$75,000 and have budgeted an additional \$50,000 for other, unspecified properties. **(\$125,000)** *(This amount was entered in the wrong column of the budget worksheet.)*

**Ending Fund Balance:** The additional transfers to Streets and the Property Acquisition Fund and the correction to parks reduce the estimated ending fund balance from \$775,227 to \$50,227.

**Street Operating Fund:** Design the East-West road. This project will be financed jointly by the City, Pierce County and Gig Harbor North developers and will be completed in 1997. Total funding will consist of \$400,000 from the City, \$1,000,000 from the County and \$2,300,000 of property from the developers. **(1996 outlay - \$100,000)** *(This item was uncertain during early stages of the budget.)*

**Property Acquisition Fund:** The transfer from General Fund was increased to \$600,000. The name of the fund was changed from the Park Acquisition Fund.

**Water, Sewer and Storm Operating Funds:** Equipment purchases described in General Fund, Administrative and Finance Depts. were to be partially distributed to the enterprise funds. The purchases include copiers and computer network equipment. Capital outlay for the funds are: **Water - \$7,625; Sewer - \$7,625; Storm - \$650.**

**RECOMMENDATION:**

Staff recommends adoption of the 1996 Budget Ordinance.

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

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,  
WASHINGTON, FOR THE 1996 FISCAL YEAR.**

**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city administrator/clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 1996 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 27, 1995 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 1996 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 1996 proposed budget; and

**WHEREAS**, the 1996 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 1996 and being sufficient to meet the various needs of Gig Harbor during 1996.

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

Section 1. The budget for the City of Gig Harbor, Washington, for the year 1996 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 1996 are set forth in summary form below, and are hereby appropriated for expenditure during the year 1996 as set forth below:

## 1996 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$1,171,092
02 LEGISLATIVE	18,500
03 MUNICIPAL COURT	218,646
04 ADMINISTRATIVE/FINANCIAL	331,150
06 POLICE	934,486
14 COMMUNITY DEVELOPMENT	269,510
15 PARKS AND RECREATION	474,400
16 BUILDING	41,100
19 ENDING FUND BALANCE	<u>50,227</u>
001 TOTAL GENERAL FUND	3,509,111
101 STREET FUND	2,650,803
105 DRUG INVESTIGATION FUND	15,000
107 HOTEL-MOTEL FUND	2,200
109 PROPERTY ACQUISITION FUND	654,000
200 '78 GO BONDS - FIRE	12,000
201 '75 GO BONDS - SEWER	8,500
203 '87 GO BONDS - SEWER CONSTRUCTION	646,000
208 '91 GO BONDS - SOUNDVIEW DRIVE	102,500
301 GENERAL GOVT. CAPITAL ASSETS	414,000
305 GENERAL GOVT. CAPITAL IMPROVEMENT	206,000
401 WATER OPERATING	797,138
402 SEWER OPERATING	1,085,538
407 UTILITY RESERVE	475,000
408 UTILITY BOND REDEMPTION FUND	739,834
410 SEWER CAPITAL CONSTRUCTION	815,000
411 STORM SEWER OPERATING	307,520
420 WATER CAPITAL ASSETS	455,000
605 LIGHTHOUSE MAINTENANCE TRUST	<u>4,150</u>
TOTAL ALL FUNDS	<u>\$12,899,294</u>

Section 3. The title of Fund 109, Park Acquisition Fund is hereby changed to Property Acquisition Fund.

Section 4. Attachment "A" is adopted as the 1996 personnel salary schedule.



Section 5. The city administrator/clerk is directed to transmit a certified copy of the 1996 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five(5) days after its publication according to law.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 27th day of November, 1995.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Mark Hoppen  
City Administrator/Clerk

Filed with city clerk: 10/20/95  
Passed by the city council:  
Date published:  
Date effective:

## ATTACHMENT "A"

### 1996 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$4,710	\$5,888
Public Works Director	4,218	5,273
Chief of Police	3,991	4,989
Planning Director	3,718	4,648
Finance Director	3,800	4,750
Police Lieutenant	3,460	4,326
Public Works Supervisor	3,298	4,123
Police Sergeant	3,296	4,120
Fire Marshal/Building Official	3,256	4,070
Sewer Plant Supervisor	3,157	3,946
Planning Associate	2,786	3,483
Police Officer	2,764	3,455
Construction Inspector	2,740	3,425
Sewer Plant Operator	2,698	3,373
Foreman	2,760	3,450
Maintenance Worker	2,500	3,125
Engineering Technician	2,437	3,046
Administrative Assistant	2,360	2,950
Public Works Assistant	2,360	2,950
Court Administrator	2,278	2,848
Finance Technician	2,156	2,695
Planning-Building Assistant	2,156	2,695
Laborer	2,117	2,646
Court Clerk	2,065	2,581
Police Services Specialist	1,980	2,475
Administrative Receptionist	1,869	2,336



*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, Ray Gilmore**  
**DATE: November 17, 1995**  
**SUBJ.: Resolution on the Approval of Final Plat of Westbrook Glen**

### **INTRODUCTION/BACKGROUND**

The plat of Westbrook Glen was granted preliminary plat approval in June of 1992. Mr. Dorland was granted final plat approval at the Council's regular meeting of November 13, subject to the condition that the quit claim deed for the conveyance of right-of-way be reviewed by legal for form and by the city engineer for accuracy. Although the city engineer was not available to review the legal description, the surveyor has certified the legal description as to its accuracy. The accuracy of the legal description has also been affirmed by the Planning-Building Department.

### **RECOMMENDATION**

Staff recommends that the resolution approving the final plat be adopted by Council.

Staff Contact

Ray Gilmore

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

**WHEREAS**, the City of Gig Harbor City Council granted preliminary plat approval for the residential subdivision of Westbrook Glen (SUB92-01) by City Council Resolution No. 361 on 8 June 1992; and

**WHEREAS**, Resolution No. 361 granted preliminary plat approval subject to fourteen conditions; and,

**WHEREAS**, the project developer, Mr. Ed Dorland of Dorland Construction, has installed all required public improvements and has met all conditions of approval of the final plat; and,

**WHEREAS**, Mr. Dorland has submitted a final plat for Council approval; and,

**WHEREAS**, the City Council approved the final plat on the condition that a quit claim deed be approved as to form by the City Attorney and a legal description for the conveyance of property for right-of-way purposes be submitted to the City for review by the city engineer; and,

**WHEREAS**, Mr. Dorland has submitted a proper quit claim deed and a certified legal description to the city which conveys certain property for public right-of-way purposes; and,

**WHEREAS**, the Gig Harbor City Council finds that the developer of Westbrook Glen has met all conditions of preliminary plat approval.

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

That the final plat for the subdivision of Westbrook Glen (SUB92-01) is APPROVED.

PASSED this 27th day of November, 1995.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Mark Hoppen  
City Administrator

Filed with City Clerk: 11/22/95  
Passed by City Council: 11/27/95



*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** *J.O.*  
**DATE: NOVEMBER 27, 1995**  
**SUBJECT: SPR 95-03 -- MALLARD LANDING -- 6612 WOLLOCHET DRIVE -- SITE PLAN REQUEST**

### **INTRODUCTION/BACKGROUND**

The site under consideration is Lot 2 of the Tallman property which was annexed into the City in June 1994. The annexation was subject to a concomitant zoning agreement between the owner, Jim Tallman, and the City of Gig Harbor. The agreement included the development and dedication of a wetland park which would be developed with each parcel and then dedicated to the City by no later than December 13, 2003. The area to be dedicated includes the wetland areas and all associated buffers. A 50-foot buffer is required for the wetlands.

*The subject site will be divided by a roadway which provides access to lot 3 and which will ultimately connect with 72nd Street N.W. The road must therefore be developed to City standards and be conveyed as a City right-of-way.*

A variance was granted in October to allow a parking lot within zero feet of the front property lines and within zero feet of the side (Wollochet Drive) property line provided that the parking lot touches the property line at one point only and then tapers back to full setbacks.

### **REQUEST/PROJECT DESCRIPTION:**

The applicant is requesting site plan approval for Lot 2 of the Tallman property. Phase I of the proposal includes an office building consisting of 25,500 square feet requiring 85 parking spaces. Phase II will include an office building of 4200 square feet requiring 14 parking spaces. A total of 99 parking spaces are required, 88 of which will be developed with Phase I.

The parking lot includes a roadway which divides Phase I from Phase II. The roadway is shown as 66th Street Court N.W. This road is intended to provide access to lot 3 and will ultimately connect to 72nd Street. It will be dedicated to the City as a public right-of-way.

### **RECOMMENDATION**

The Hearing Examiner is recommending approval of the site plan subject to the same conditions recommended by the Staff. A copy of the Hearing Examiner's report, along with a copy of the staff report to the Hearing Examiner and a draft resolution approving the site plan, are attached for the Council's consideration.

**CITY OF GIG HARBOR**  
**RESOLUTION # \_\_\_\_**

**WHEREAS**, Snodgrass Freeman Associates has requested site plan approval for the construction of an office building at 6622 Wollochet Drive N.W., filed with the City as SPR 95-03; and,

**WHEREAS**, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of site plans; and,

**WHEREAS**, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated September 13, 1995; and

**WHEREAS**, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on September 13, 1995 to accept public comment on; and,

**WHEREAS**, the City of Gig Harbor Hearing Examiner approved a variance which would allow the parking lot to encroach into the required yards as shown on the site plan reviewed by the Hearing Examiner (VAR 95-06); and,

**WHEREAS**, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended conditional approval of said site plan in his report dated October 11, 1995; and,

**WHEREAS**, in a statement letter dated October 20, 1995, Mr. Geoff Moore, representing the applicant, requested reconsideration of the Examiner's decision to clarify certain points of his decision; and,

**WHEREAS**, the staff forwarded the statement letter to the Hearing Examiner with recommendations in a memo dated November 1, 1995; and,

**WHEREAS**, the City of Gig Harbor Hearing Examiner, in response to the request for reconsideration and the staff's recommendation, submitted an amendment to his October 11th report dated November 14, 1995; and,

**WHEREAS**, the City Council, during its regularly scheduled meeting of November 27, 1995, has considered the Hearing Examiner's recommendation and has determined that all conclusions and recommendations of the Examiner are consistent with all City codes and regulations pertaining to site plans; and,

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

That the findings, conclusions and recommendations of the Hearing Examiner in his report dated October 11, 1995 and in his November 14, 1995 amendment to his report are hereby adopted and the site plan is approved subject to the following conditions:

1. Prior to clearing and grading, a horizontal survey shall be completed which verifies that there is sufficient area between the front (Wollochet Drive) property line and the wetland buffer line to meet the minimum dimensions for parking, circulation and landscaping.
2. Strict limits of disturbance shall be complied with on this project, This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber). The protective barricade shall be maintained for the entire duration of construction. The contractor shall submit a written statement that the proposed location of the construction fence will provide adequate room for all construction activities. If there is not sufficient room to assure protection of the trees within the buffer, a revised site plan shall be submitted to and approved by the City.
3. A certified arborist or forester shall verify that the proposed location of the barricade fence will provide reasonable assurance that the trees within the protective area will not be at risk due to construction activities outside the protective barricade. If, in the opinion of the arborist, the trees will be threatened due to the proximity of construction activity, a revised site plan which provides recommended clearance between the trees and construction activities shall be submitted to and approved by the City. If a forester is used, then the forester shall meet at least one of the following qualifications:
  - a) be a certified arborist;
  - b) have a degree in forestry from an SAF accredited Forestry School; or
  - c) be an urban forester with a degree in forestry.
4. A certified arborist or forester shall comment on the advisability of topping the douglas fir trees and identify possible alternatives to topping.
5. Sufficient existing vegetation in the buffer area shall be retained to screen the development from the freeway (the annexation agreement requires a 25-foot buffer along SR-16).
6. The trail system shall be completed up to and including the view platform behind the proposed Phase II building.
7. Prior to building permit issuance, a final landscaping plan shall be submitted to and

approved by the Planning Staff for both the parkland and private areas of development. The plan shall include an irrigation plan for all domestic or nursery-stock landscaping. If the applicant and the staff cannot agree on the extent and type of landscaping for the wetland area, the applicant shall submit the plan for Hearing Examiner and City Council review and approval.

8. A master sign plan shall be submitted to and approved by the Planning Staff consistent with all sign code requirements.
9. 66th Street Ct. N.W. is to be dedicated and designed as a 55-foot wide public right-of-way.
10. Curbs, gutters and sidewalks along the property frontage of Wollochet Drive and 66th Street Court N.W. are required.
11. Prior to building permit issuance, a plan showing how City water and sewer will be provided is shall be submitted for review and approval of the Public Works Department.
12. Prior to building permit issuance, a storm drainage plan shall be submitted for review and approval of the Public Works Department.
13. If 66th St. Ct. N.W. is going to end at the property line, a cul-de-sac type turn around will be required with provisions to extend the street to 72nd St. N.W. in the future, as development occurs.
14. Fire hydrants and water mains must be extended to within 150 feet of all portions of the building. Fire flow volume is required as per Appendix Table No. A-III-A-1, 1991 UBC.
15. Provide an accessible pedestrian walkway from the public sidewalk to the front entrances of the building.
16. The street name "66th Street Court" must be revised to reflect a historical name or another name which is approved by the Gig Harbor City Council in accordance with the Gig Harbor Addressing Ordinance.
17. 66th Street Court must be designed to interconnect 72nd Street and Wollochet Drive to provide fire fighting equipment access to this site and adjoining properties.
18. The project owner shall submit a sight distance analysis for the 66th Street N.W. driveway with the Wollochet Drive before the construction of 66th Street N.W.
19. The project owner shall build curbs, gutters and sidewalks along with the appropriate storm drainage provisions on Wollochet Drive along the entire length of the project



on the North side of street.

20. Whereas the Department of Transportation (DOT) has already received a copy of the traffic study, both the Wollochet Interchange Ramp Intersection capacity and the Level of Service issues shall be addressed consistent with DOT comments, if any, as both of the intersections are DOT facilities.
21. The proposed 66th Street N.W. shall be built according to the City of Gig Harbor Public Works Standards as public road with curbs, gutters and sidewalks on both sides of the street.

**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 27rd day of November, 1995.

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Gretchen A. Wilbert, Mayor

ATTEST:

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Mark E. Hoppen  
City Administrator/Clerk

Passed by City Council: 11/27/95  
Date published: 12/6/95  
Date effective: 12/11/95

**CITY OF GIG HARBOR**  
**HEARING EXAMINER RECONSIDERATION**  
**OF**  
**SPR 95-03/VAR 95-06**  
**SNODGRASS/FREEMAN (MALLARD LANDING)**

---

RECEIVED  
NOV 16 1995  
CITY OF GIG HARBOR

**FINDINGS, CONCLUSIONS AND DECISION/RECOMMENDATION**

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

**A. FINDINGS:**

1. Geoffrey Moore, applicant's representative, requested a clarification in the form of a Reconsideration Request, of three issues (see Reconsideration Exhibit A). Those issues are summarized as follows:
  - a. The Phase I building is to be three stories in height on the wetland side, not two stories in height as indicated in the Hearing Testimony section of the Hearing Examiner's report.
  - b. Clarification is needed with respect to the intent to allow either a forester or an arborist make the determination on construction setbacks from the existing trees.
  - c. Clarification is needed relative to 66th Street N.W.
2. Steve Osguthorpe, Associate Planner, responded to Mr. Moore's request for reconsideration (see Reconsideration Exhibit B). He indicates that:
  - a. Staff concurs with Mr. Moore on the issue of building height.
  - b. A forester is not recommended to be allowed to be used in place of a certified arborist unless the forester is:
    - a certified arborist; or
    - has a degree in forestry from an SAF accredited forestry school; or
    - is an urban forester with a degree in urban forestry.

- c. The Public Works Department has indicated that the proposed alignment of 66th Street Court N.W. is acceptable.

**B. CONCLUSIONS:**

After reviewing the record, including the request for reconsideration and the staff response, the Examiner concludes the following:

1. The Hearing Testimony section of the Examiner report should be amended to reflect that Mr. Freeman indicated the Phase I building would be three stories in height on the wetland side.
2. Conditions C2c and C2d should be amended to clearly indicate that if a forester is used, that individual must have specialized training to insure that he is an expert in urban forestry. The Examiner concurs with staff that given the proximity of the proposed buildings on relation to the wetland buffer, an arborist or a specifically trained forester could best determine which trees should be retained and which, if any, should be topped or thinned.
3. The proposed alignment of 66th Street Court N.W. is acceptable as was noted by the Department of Public Works.

**DECISION/RECOMMENDATION:**

Based upon the foregoing findings and conclusions, the Hearing Examiner Decision/Recommendation on File Nos. SPR 95-03, VAR 95-06 is modified as follows:

1. Decision:

It is acknowledged the Phase I building will be three stories in height on the wetland side.

2. Recommendation:

It is recommended that:

- a) At the end of the condition 2c, the following should be added:  
If a forester is used, then the forester shall meet at least one of the following qualifications:
  - 1) be a certified arborist;
  - 2) have a degree in forestry from an SAF accredited Forestry School; or
  - 3) be an urban forester with a degree in forestry.

b) The proposed alignment of 66th Street Court N.W. is acceptable.

**RECONSIDERATION EXHIBITS:**

- A. Request for Reconsideration from Geoffrey Moore, dated 10/20/95
- B. Response from staff, dated 11/1/95

Dated this 14th day of November, 1995.



Hearing Examiner

**APPEAL OF EXAMINER'S DECISION ON THE VARIANCE:**

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

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

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

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

**COUNCIL ACTION:**

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

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

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

**PARTIES OF RECORD:**

Dave Freeman, AIA  
3206 50th St. Ct. N.W., #125  
Gig Harbor, WA 98335

Geoff Moore  
Pac Tech Engineering  
2601 South 35th, #200  
Tacoma, WA 98409-7479

Talmo, Inc.  
P.O. Box 492  
Gig Harbor, WA 98335

Dave Walker  
4013 66th St. N.W.  
Gig Harbor, WA 98335



City of Gig Harbor. The "Maritime City."

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

## MEMORANDUM

**TO:** Ron McConnell, Hearing Examiner  
**FROM:** Steve Osguthorpe, Associate Planner *S.O.*  
**DATE:** November 1, 1995  
**SUBJECT:** REQUEST FOR RECONSIDERATION -- SPR 95-03/VAR 95-06 -- Mallard Landing -- 6612 Wollochet Drive  
Site Plan and Variance request

---

A timely request has been submitted for reconsideration of your decision on the Mallards Landing site plan and variance. The request is from Mr. Geoff Moore of Pac-Tech Engineering who is representing the applicant. I am enclosing for your review a written statement submitted by Mr. Moore who states reasons for his request for reconsideration. According to GHMC 17.10.150, individuals may present to the Hearing Examiner the specific errors of the Examiner's decision or the new information relied upon by the appellants. The Hearing Examiner may, after review of the record, take further action as he deems proper.

The planning staff concurs with Mr. Moore on the issue of building height and the Public Works Department has indicated that the proposed alignment of 66th Street Court N.W. is acceptable. However, the staff requests that the examiner further consider the forester/arborist issue. The staff's original report to the Examiner included the following recommendation:

A certified arborist shall verify that the proposed location of the barricade fence will provide reasonable assurance that the trees within the protective area will not be at risk due to construction activities outside the protective barricade. If, in the opinion of the arborist, the trees will be threatened due to the proximity of construction activity, a revised site plan which provides recommended clearance between the trees and construction activities shall be submitted to and approved by the City.

At the public hearing, the applicant requested that this language be revised to allow either an arborist or forester to make this determination. The Examiner asked if the staff had any concerns over this change. Without being able to fully consider the implications of the change, the staff indicated that an arborist or forester would be acceptable. However, after researching the scope of work done by a forester, the staff is concerned that a forester may not be qualified to address the concerns related to this project. Dave Stockdale, who is the director of Urban Horticulture at the University of Washington stated that, "Certified Arborists are specifically trained in the field of horticulture and urban forest management; the level of competency is high

for what they do; the term forester is used pretty generically and requires no specialized training; a logger could be a forester."

Galen M. Wright, Washington Forestry Consultants, Inc. provided the staff with the following definition of a "Qualified professional forester" as stated in Olympia's tree ordinance:

"Qualified professional forester" is a professional with academic and field experience that makes them an expert in urban forestry. This may include arborists certified by the International Society of Arboriculture, foresters with a degree in forestry from an SAF accredited forestry school, or urban foresters with a degree in urban forestry. A qualified professional forester must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development.

Given the close proximity of the proposed building in relation to the wetland buffer, the staff believes that an arborist could best determine the impacts of development on the douglas fir within the buffer area, how the proposed topping may affect tree health, and perhaps how the proposed clearing within the buffer may affect trees to be retained. A forester is not recommended for this purpose unless he is (a) a certified arborist, (b) has a degree in forestry from an SAF accredited forestry school, or (c) is an urban forester with a degree in urban forestry.

cc: Dave Freeman - applicant  
Ray Gilmore, Planning Director  
Ben Yazici, Public Works Director



**PAC-TECH** Engineering, Inc.

Engineers / Planners / Surveyors / Environmental Specialists

---

October 20, 1995

Hearing Examiner Ron McConnell  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

Reference: Case No. SPR35-03/VAR95-06 - Mallards Landing  
File #10431/7

Dear Examiner McConnell:

I am writing to acknowledge receipt and review of your decision dated October 11, 1995 concerning the Mallards Landing project. After reviewing the decision, I am requesting clarification which I have filed in the form of a Reconsideration Request. If you deem that the clarification exceeds "clarification," I would ask that you consider this as a Reconsideration Request of your October decision.

In reviewing the decision, I have concerns regarding one of the findings and wish to clarify issues concerning the Conditions of Approval. Beginning on Page 2 within the Hearing Testimony section, your decision indicates the project architect, Mr. Freeman, indicates the Phase I building to be "two stories in height on the wetlands side." Review of the exhibits will show the building elevation indicates the two-story impression is evident on the parking side (south side) of the building and the structure will appear to be three stories in height on the wetlands side (north side). This is due to the existing grade of the property, and I offer this to clarify the record.

Within your Recommendation and Conditions of Approval, we asked that you amend Conditions C and D (Page 4) to include a forester, as well as a certified arborist. Condition D includes this language and Condition C includes it in the first sentence, but not in the second. We understand your intent to be to allow for a forester or an arborist to make the determination on construction setbacks from the existing trees as well.

Our final area of concern relates to 66th Street N.W. This is the existing private roadway within the property. The applicant is willing to construct and dedicate this roadway to the City as a public roadway. Currently, we anticipate building it in two phases, the first with construction of Mallards Office building and the second with development of the properties north of the City park. I have prepared cross-sections and a plan view of the roadway (attached) and I ask that it be included in the record. I have forwarded this plan to the City

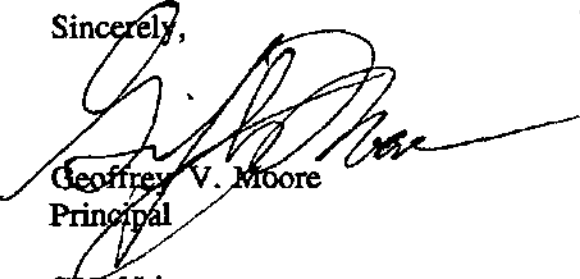


Hearing Examiner Ron McConnell  
October 20, 1995  
File #10431/7  
Page 2

Engineer for his concurrence and ask that it be included in the record, as he will be leaving the City's employ shortly. Copies of this letter, with attachments, are being forwarded to the City Planning Director as well.

Your thoughtful consideration of this matter is appreciated.

Sincerely,



Geoffrey V. Moore  
Principal

GVM/bjn

Attachments

c: Mr. Ben Yazici  
Mr. Ray Gilmore  
Mr. Wayne Hammer

20 11 25

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

---

**APPLICANT:** Snodgrass Freeman Associates, AIA

**CASE NO.:** SPR 95-03, VAR 95-06

**LOCATION:** 6622 Wollochet Drive N.W.

**APPLICATION:** Request approval from the 8 foot buffer setback along Wollochet Drive N.W. to allow for construction of a parking lot within some portions of that area. The proposed buffer will vary in width from 0 to 8 feet. The applicant has also requested site plan approval for Lot 2 of the Tallman property. Phase I of the proposal includes an office building consisting of 25,500 square feet with 85 parking spaces. Phase II will include an office building of 4,200 square feet with 14 parking spaces.

**SUMMARY OF STAFF RECOMMENDATION AND HEARING EXAMINER DECISION/RECOMMENDATION:**

Staff Recommendation: Approve with conditions

Hearing Examiner

Decision/Recommendation: 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 Snodgrass/Freeman application was opened at 5:09 p.m., August 16, 1995, in the City Hall, Gig Harbor, Washington, and at 5:23 was continued to the next hearing. The case was reopened at 5:03 p.m. on September 13, 1995 and closed for oral comments at 5:42 p.m. The hearing was held open administratively for an additional two weeks to allow time for the Public Works Department to review the traffic study. The hearing was closed on September 27, 1995. Participants at the public hearing and the exhibits offered and entered are listed in the this report. A verbatim recording of the hearing is available in the Planning Department.

**HEARING TESTIMONY:**

The following persons testified at the public hearing:

From the City:

Ray Gilmore indicated at the opening hearing that a considerable part of the property on the north side is reserved for park purposes. He explained the project will be developed in two phases.

Steve Osguthorpe reviewed the staff advisory report at the September hearing and said the applicant wants a variance for a small part of the parking lot along Wollochet Drive and a variance for the parking lot adjacent to the new road.

From the Applicant:

Geoff Moore, Pac Tech Engineers, explained the history of the proposal. He said the site itself is irregular in shape and is impacted by wetlands. He said the design team tried to minimize the number of variances needed. He noted that no variances are needed for any of the structures but rather only some screening variances are necessary. He said part of the request for variances is due to the request by the City for a new public roadway through the project site. Also, the area where the variance is needed along Wollochet is below the roadway and won't be noticeable.

He concurred with the recommended conditions, except he recommended that "or forester" be added after "arborist" in Conditions 3 and 4.

Dave Freeman, applicant, explained the design of the structures and the overall setting. He said the buildings will be two stories high on the wetland side. He stressed that the buildings are intended to blend into the setting.

From the Community:

Dave Walker, neighbor, said he is concerned about water from impervious surfaces. He said storm drainage on his property drain all of the property east of Wollochet and wanted to know if the stormdrain would be affected by this project.

He felt that no variances should be granted along Wollochet.

Response from the Applicant:

Geoff Moore, Pac Tech Engineers, said the stormwater culvert will not be affected by this development. He noted that the wetland and lake serves as a regional stormwater collection facility and the entire wetland/lake area will be dedicated to the City.

He also said that only a small area along Wollochet needs a variance. He noted that most of the area along Wollochet will have a full 20 foot wide landscape area.

**WRITTEN COMMENTS:**

No written comments were submitted by members of the general public.

**FINDINGS, CONCLUSIONS AND DECISION/RECOMMENDATION:**

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 Revised Planning Staff Advisory Report (Hearing Examiner Exhibit C) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
2. The Department of Public Works reviewed the revised traffic study and was satisfied with the report subject to several conditions (see Exhibit E).

**B. CONCLUSIONS:**

1. The conclusions prepared by the Planning Staff and contained in Section VII of the Revised Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
2. If approved subject to the conditions listed below, the proposal will comply with the provisions of Sections 17.66.030 and 17.96.030 of the Gig Harbor Zoning Code.

**C. DECISION/RECOMMENDATION:**


1. Based upon the foregoing findings of fact and conclusions, the requested variance is approved to allow the parking lot to be within zero feet of the front property line tapering back to full 8 foot setbacks within 3 parking stall widths along Wollochet Drive. A 12 foot front yard setback variance from the Phase II parking lot along 66th St. Ct. N.W. is also approved. Finally, a 20 foot front yard setback variance for the Phase I parking lot east of 66th Street Court N.W. is approved.
2. Based upon the foregoing findings and conditions, it is recommended that the revised site plan (Exhibit D) be approved, subject to the following conditions:
  - a) Prior to clearing and grading, a horizontal survey shall be completed which verifies that there is sufficient area between the front (Wollochet Drive) property line and the wetland buffer line to meet the minimum dimensions for parking, circulation and landscaping.
  - b) Strict limits of disturbance shall be complied with on this project, This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation begins.

The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber). The protective barricade shall be maintained for the entire duration of construction. The contractor shall submit a written statement that the proposed location of the construction fence will provide adequate room for all construction activities. If there is not sufficient room to assure protection of the trees within the buffer, a revised site plan shall be submitted to and approved by the City.

- c) A certified arborist or forester shall verify that the proposed location of the barricade fence will provide reasonable assurance that the trees within the protective area will not be at risk due to construction activities outside the protective barricade. If, in the opinion of the arborist, the trees will be threatened due to the proximity of construction activity, a revised site plan which provides recommended clearance between the trees and construction activities shall be submitted to and approved by the City.
- d) A certified arborist or forester shall comment on the advisability of topping the douglas fir trees and identify possible alternatives to topping.
- e) Sufficient existing vegetation in the buffer area shall be retained to screen the development from the freeway (the annexation agreement requires a 25-foot buffer along SR-16).
- f) The trail system shall be completed up to and including the view platform behind the proposed Phase II building.
- g) Prior to building permit issuance, a final landscaping plan shall be submitted to and approved by the Planning Staff for both the park land and private areas of development. The plan shall include an irrigation plan for all domestic or nursery-stock landscaping. If the applicant and the staff cannot agree on the extent and type of landscaping for the wetland area, the applicant shall submit the plan for Hearing Examiner and City Council review and approval.
- h) A master sign plan shall be submitted to and approved by the Planning Staff consistent with all sign code requirements.
- i) 66<sup>th</sup> Street Ct. N.W. is to be dedicated and designed as a 55-foot wide public right-of way.
- j) Curbs, gutters and sidewalks along the property frontage of Wollochet Drive and 66<sup>th</sup> Street Court N.W. are required.
- k) Prior to building permit issuance, a plan showing how City water and sewer will be provided is shall be submitted for review and approval of the Public Works Department.
- l) Prior to building permit issuance, a storm drainage plan shall be submitted for review and approval of the Public Works Department.

- m) If 66<sup>th</sup> St. Ct. N.W. is going to end at the property line, a cul-de-sac type turn around will be required with provisions to extend the street to 72<sup>nd</sup> St. N.W. in the future, as development occurs.
- n) Fire hydrants and water mains must be extended to within 150 feet of all portions of the building. Fire flow volume is required as per Appendix Table No. A-III-A-I, 1991 UBC.
- o) Provide an accessible pedestrian walkway from the public sidewalk to the front entrances of the building.
- p) The street name "66th Street Court" must be revised to reflect a historical name or another name which is approved by the Gig Harbor City Council in accordance with the Gig Harbor Addressing Ordinance.
- q) 66th Street Court must be designed to interconnect 72nd Street and Wollochet Drive to provide fire fighting equipment access to this site and adjoining properties.
- r) The project owner shall submit a sight distance analysis for the 66th Street N.W. driveway with the Wollochet Drive before the construction of 66th Street N.W.
- s) The project owner shall build curbs, gutters and sidewalks along with the appropriate storm drainage provisions on Wollochet Drive along the entire length of the projection the North side of street.
- t) Whereas the Department of Transportation (DOT) has already received a copy of the traffic study, both the Wollochet Interchange Ramp Intersection capacity and the Level of Service issues shall be addressed consistent with DOT comments, if any, as both of the intersection are DOT facilities.
- u) The proposed 66th Street N.W. shall be built according to the City of Gig Harbor Public Works Standards as public road with curbs, gutters and sidewalks on both sides of the street.

Dated this 11th day of October, 1995.

  
Ron McConnell  
Hearing Examiner

**RECONSIDERATION:**

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

**APPEAL OF EXAMINER'S DECISION ON THE VARIANCE:**

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

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

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

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

**COUNCIL ACTION:**

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

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

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

**EXHIBITS:**

The following exhibits were offered and entered into the record:

**PARTIES OF RECORD:**

- A. Staff Report
- B. Presentation Boards
- C. Revised Staff Report
- D. Revised Site Plan
- E. Memo from Steve Osguthorpe, dated 9/19/95

**PARTIES OF RECORD**

Dave Freeman, AIA  
3206 50th St. Ct. N.W., #125  
Gig Harbor, WA 98335

Geoff Moore  
Pac Tech Engineering  
2601 South 35th, #200  
Tacoma, WA 98409-7479

Talmo, Inc.  
P.O. Box 492  
Gig Harbor, WA 98335

Dave Walker  
4013 66th St. N.W.  
Gig Harbor, WA 98335





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 13, 1995

**RE:** SPR 95-03/VAR 95-06 -- Mallard Landing -- 6612 Wollochet Drive  
Site Plan and Variance request

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**I. GENERAL INFORMATION**

**APPLICANT:** Snodgrass Freeman Associates, AIA  
3206 50th St. Ct. N.W. #125  
Gig Harbor, WA 98335  
Telephone: 851-8383

**OWNER:** Talmo, Inc.  
P.O. Box 492  
Gig Harbor, WA 98335

**AGENT:** David Freeman, Snodgrass Freeman Associates

**II. PROPERTY DESCRIPTION**

1. **Location:** 6622 Wollochet Drive N.W.  
Assessor's Parcel # 02-21-07-4-076
2. **Site Area/Acreage:** 5.2 acres
3. **Natural Site Characteristics:**
  - i. **Soil Type:** Bellingham, silty clay loam
  - ii. **Slope:** 5 - 8 percent (approx.)
  - iii. **Drainage:** northerly toward wetlands
  - iv. **Vegetation:** Fir, alder and typical wetland vegetation

4. **Zoning:**

- i. **Subject parcel:** RB-2 - Residential/Business
- ii. **Adjacent zoning and land use:**
  - North:** Wetlands
  - South:** Nursery - (Gig Harbor Waterfalls)
  - East:** SR-16
  - West:** Business office park

5. **Utilities/road access:**

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

1. **Comprehensive Plan:** The property is classified as commercial/business on the City's comprehensive plan map. Commercial-business activities consist of business and professional offices (Comp. Plan - pg. 9)

2. **Zoning Ordinance:**

Required setbacks in the RB-2 zone include 20 feet in the front yard, 8 feet in the side, and 15 feet in the rear yard. GHMC Section 17.78.070 requires that perimeter areas be landscaped the full depth of required setbacks.

Section 17.72.020(C) requires that parking stalls be at least 9 feet in width and at least 19 feet in length, both exclusive of access drives, yards, and ramps.

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

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

- E) That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is situated.
- F) The variance is the minimum variance that will make possible the reasonable use of the land.

3. **Concomitant Zoning Agreement for Tallman Annexation:** The zoning agreement requires the following:

- (A) Roofs shall have a minimum 4/12 pitch (section 1.C.5).
- (B) Impervious coverage shall be limited to 60 percent of site, excluding wetlands but including buffers (section 1.D.6).
- (C) Development of an impervious trail along the perimeter of the wetland and within the buffer shall be developed as each adjoining parcel is developed (section 1.E.2(b)).
- (D) Development of the (wetland) park facilities shall be done in a phased manner by the respective property owner as each property is developed. Upon completion of the park, the facility will be dedicated to the city (section 1.E.5).
- (E) Along SR-16, a buffer shall be placed twenty-five feet (25') wide. Existing vegetation shall be retained as much as possible (section 1.B.2).

**IV. BACKGROUND INFORMATION:**

The subject site is Lot 2 of the Tallman property which was annexed into the City in June 1994. The annexation was subject to a concomitant zoning agreement between the owner, Jim Tallman, and the City of Gig Harbor. The agreement included the development and dedication of a wetland park which would be developed with each parcel and then dedicated to the City by no later than December 13, 2003. The area to be dedicated includes the wetland areas and all associated buffers. A 50-foot buffer is required for the wetlands.

The subject site will be divided by a roadway which provides access to lot 3 and which will ultimately connect with 72nd Street N.W. The road must therefore be developed to City standards and be conveyed as a City right-of-way.

## V. REQUEST/PROJECT DESCRIPTION:

The applicant is requesting site plan approval for Lot 2 of the Tallman property. Phase I of the proposal includes an office building consisting of 25,500 square feet requiring 85 parking spaces. Phase II will include an office building of 4200 square feet requiring 14 parking spaces. A total of 99 parking spaces are required, 88 of which will be developed with Phase I.

The parking lot includes a roadway which divides Phase I from Phase II. The roadway is shown as 66th Street Court N.W. This road is intended to provide access to lot 3 and will ultimately connect to 72nd Street. It will be dedicated to the City as a public right-of-way.

The northeast parking lot of phase I is designed for one-way traffic flow. The plan indicates that the driveway through the parking lot scales at 18 feet in width. However, the parking stalls do not scale to a full 19-foot depth as required by code. It appears that providing full sized parking stalls will require the driveway width to be reduced down to 14 feet at its narrowest point; 15 feet is required for fire access. The applicant has stated that a horizontal survey will be required to accurately determine the available space for laying out the parking lot.

Because 66th Street Court N.W. will be dedicated as a public right-of-way, it will be considered the front yard for both phases of the project. The phase I (northeast) parking lot is within zero feet of the side (Wollochet Drive) property line and encroaches 7 feet into the 66th Street Court N.W. right-of-way. The Phase II parking lot is within zero feet of the front lot line but is setback 20 feet from the side (Wollochet Drive) lot line. The code requires a 20-foot front setback and 5 foot side setback for landscaping purposes. The applicant is requesting a setback variance to allow the parking within zero feet of the front and side property property lines for the northeast parking lot, a variance to allow parking within zero feet of the front property line for the southwest parking lot and also a variance to allow the phase II building to be within 10 feet of the front property line (abutting 66th Street Court N.W.).

The applicant has submitted the following statements (shown in *italics*) in support of the proposed variances:

*The applicant is requesting a variance from the 20-foot buffer setback along Wollochet Drive N.W. to allow for construction of a parking lot within portions of that area, as shown on the attached site plan. The buffer provided will vary in width from 0 - 20 feet.*

*Due to its size, shape, and topography, the property warrants granting of a variance as proposed. The property is irregular in shape, and though uniform in topography on site, existing off-site roadway improvements (i.e., the Gig Harbor Interchange) significantly affect the site. Wollochet Drive N.W. gains elevation along the frontage beginning at the access road and extending easterly. This elevation gain is a result of filling done in conjunction with the construction of the Gig Harbor Interchange. This filling significantly raises the roadway and, as a result, limits the effectiveness of any screening that would be provided by the required 20-foot area. In addition, the side slopes of the fill are naturally vegetated and provide a screening affect, as well as a physical separation. These circumstances are not a result of actions of the applicant but are a result of roadway construction done by the Washington State Department of Transportation.*

*Granting the variance will not confer a privilege to this property owner, but will allow for a reasonable utilization of the property. This variance is requested based on the unique circumstances of the site and its relationship to the surrounding public roadways.*

The following narrative (shown in *italics*) was submitted at a later date to include consideration of variances from the front property lines along 66th Street Court N.W.

*This narrative is intended to expand the scope of consideration for Case No. VAR 95-06 to include the east and west side of the future public roadway to be constructed between the Mallards Landing Office Buildings. This public roadway will include a 55-foot right-of-way that will be developed with a minimum 2-lane public roadway, including curbs, gutters, and sidewalks on both sides. Pursuant to Section 17.66 of the City of Gig Harbor Zoning Code, the 20-foot buffer setback on both sides of the roadway and the 20-foot structural setback on the south side of the roadway (only) for a future commercial building (see attached site plan). The site plan proposes a structural setback from 10 to 20 feet based on the curvature of the roadway.*

*The variance requested will not allow for uses on the property that are inconsistent with the RB-2 zone classification. Due to the property's size, shape, topography, and existing wetland limitations, the property warrants granting a variance of the type proposed herein. The wetlands/future City Park area have an irregular boundary that severely impacts the property. This irregular shape, coupled with the City's desire to have the owners build and dedicate a public roadway, severely limits the buildable area and creates an irregular shaped building envelope as illustrated on the site plan. These circumstances are not a result of actions of the applicant, but are attempts by the applicant to provide amenities requested by the City (City Park) and provide infrastructure (future public roadway) as requested by the City Engineer.*

*Granting the variance will not confer a privilege to this property owner, but will allow for a reasonable utilization of the property. The variance is believed to be the minimum required to allow for reasonable use of the private property and is requested due to the special circumstances of this site and its relationship to municipal requirements.*

The proposal includes partial development of the wetland park associated with Lot 2 including a viewing platform and trails behind the Phase I building. The trail system will be approximately 32% complete with Phase I.

**VI. PUBLIC NOTICE:** The property was posted and legal notice was sent to the Peninsula Gateway and to property owners within 300 feet. As of August 8, 1995, no public input has been received on this proposal.

**VII. ANALYSIS:** Staff and/or agency comments are as follows:

**1. Planning Staff:**

VARIANCE - The staff agrees that there are conditions pertaining to the parcel which limit its use beyond limitations common to other commercially zone parcels. The property is clearly encumbered by wetlands which limit its use. The reduced setback on the side yard (Wollochet Drive) should not result in impacts on the surrounding development because the grade change from the Wollochet Drive pavement will help mitigate the visual impacts of reduced perimeter area landscaping.

The staff also believes that some relief along the front property line (66th Street Court N.W. ) is reasonable. (The proposed parking lot setbacks are adequately compensated by the increased setbacks proposed along Wollochet Drive). However, this relief should extend only to the parking lot and not to the structure. The staff is therefore supportive of a zero setback for parking lot setbacks as shown on the site plans, but believes that the structure should maintain the normal setback requirements.

SITE PLAN - There are a number of significant issues relating to the site plan of this project including the following:

- i. Impacts within buffer. The submitted survey of trees and wetland buffers reveal a tight fit for the building. The staff is concerned over the feasibility of building the structure without unduly encroaching into the buffer area and without impacting the douglas fir within the buffer. These trees are within a few feet of the building footprint and the impact of excavation and construction activity around the root zone of the trees pose a major threat. These trees are significant because they represent the few trees which the code requires to be retained as per GHMC Section 17.78.040. This section also encourages retention of trees on remaining portions of the property which form a continuous canopy. Unfortunately, the continuous canopy of douglas fir is in the location of the proposed building and of the 63 trees located on the site, only 6 or 8 will be retained. The staff will be recommending specific measures to assure protection of significant vegetation in the buffer area.
- ii. Parking lot layout. The parking stalls must meet the full 9 X 19 foot size requirement. The site plan indicates that there is not room for both a full size parking stall and a minimum 15-foot wide driveway. The architect believes that a horizontal survey will reveal additional depth to the site and that there will be room to meet the minimum parking lot dimensions. The staff will be recommending that a horizontal survey be completed prior to clearing or building permit issuance to verify that the proposed parking layout will meet minimum standards.
- iii. Trail improvements. The annexation agreement stipulates that development of the (wetland) park facilities shall be done in a phased manner by the respective property owner as each property is developed. Phase I provides 88 percent of

the proposed square footage on the site, but includes only 32% of the wetland park development (based on lineal footage of the trail). The staff believes that Phase I should include completion of the trail up to the second viewing platform behind the proposed Phase II building.

- iv. Park landscaping. The staff has not determined if the proposed landscaping for the park area is acceptable. Removal of the alder stands as proposed will likely open the project up to full freeway exposure which is contrary to the annexation agreement's intent to buffer development from the freeway.

The soil disturbance resulting from the removal and "shaking" of alder root wads may adversely impact the quality of the wetland. In addition, the proposed re-vegetation includes only 75 plants and may not provide adequate coverage. The staff would like additional time to review the park landscaping proposal and discuss specific concerns of the proposal with the wetland specialist. Finally, the staff would like an arborist's opinion on the proposed topping of the larger douglas fir to be retained. Many sources have indicated that topping puts trees at risk for disease and rotting. Additionally, the City's comprehensive plan encourages retention of the trees' natural symmetry.

2. Building Official: The Building Official has submitted the following comments:

- i. Fire hydrants and water mains must be extended to within 150 feet of all portions of the building. The site plan does not reflect fire hydrant locations and the source of fire flow.
- ii. Fire flow volume will be required dependant upon the site use and building size. See Appendix Table No. A-III-A-1, 1991 UBC.
- iii. Fire Flow is presently available on Hunt Street. Volume of fire flow may not be adequate. Submit water availability letter from the water district stating the fire flow volume on Hunt or from where fire flow will be provided.
- iv. A Knox Box with a master key will be required for access to the building.
- v. Roadways and fire lanes must be reviewed. State the improvements proposed, and provide a scaled site plan which indicates the fire lane dimensions, radius turns and surface. The site plan does not reflect the required parking stall dimensions in accordance with the GH Zoning Code.
- vi. Buildings must be made to conform to codes which are current at the time of permit application. Application will not be accepted for uses requiring Planning review and approval prior to issuing a building permit. New WA State building and fire codes will be adopted by WA State after June 29, 1995.
- vii. A complete site plan showing recorded property lines, building dimensions and existing structures on adjoining parcels will be required to allow for proper evaluation. Comments from Fire District No.5 will be submitted upon receipt of complete plans.
- viii. An auto-fire sprinkler system will be required in accordance with Chapter 38, 1991 UBC or the codes and standards effective at the time of application for a building permit.

- ix. An approved fire alarm system will be required in accordance with Article 14, 1991 UFC or the codes and standards effective at the time of application for a building permit.
  - x. Provide fire separation between the parking garage and the offices in accordance with Chapter 5, 1991 UBC or the codes and standards effective at the time of application for a building permit.
  - xi. Provide an accessible pedestrian walkway from the public sidewalk to the front entrances of the building.
  - xii. The street name "66th Street Court" must be revised to reflect a historical name or another name which is approved by the Gig Harbor City Council in accordance with the Gig Harbor Addressing Ordinance.
  - xiii. 66th Street Court must be completed to interconnect 72nd Street and Wollochet Drive to provide fire fighting equipment access to this site and adjoining properties.
3. Public Works: Comments from the Public Works Department (memo of July 28,1995) are as follows:
- i. 66th Street Ct. N.W. is to be dedicated and designed as a public right-of-way.
  - ii. Curbs, gutters and sidewalks along the property frontage of Wollochet Drive are required.
  - iii. No parking on the south side of 66th St. Ct. N.W. unless parallel parking is provided.
  - iv. A plan showing how City water and sewer will be provided is required.
  - v. A storm drainage report will be required.
  - vi. If 66th St. Ct. N.W. is going to end at the property line, a cul-de-sac type turn around will be necessary with provisions to extend the street to 72nd St. N.W. in the future, as development occurs.

The Public Works Department has not yet completed its review of the traffic study for this project because the study was submitted late. Public Works review may be completed by the date of the public hearing.

4. SEPA Responsible Official: The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on July 10, 1995

#### **VIII. FINDINGS AND CONCLUSIONS:**

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



as follows:

VARIANCE FINDINGS:

The proposed variances from the front and side yard setbacks will not amount to a rezone nor authorize any use not allowed in the district.

There are special conditions and circumstances applicable to the property including wetlands which limit the area of development and a steep slope adjacent to the roadway which will mitigate the appearance of a parking lot with reduced side yard setbacks, provided that the reduced setback occurs at one point of the parking lot only and then tapers back to a 20 foot setback nearest the intersection of Wollochet Drive and 66th St. Ct. N.W. These special conditions warrant reduction of setbacks for parking lots only but do not warrant reduction of setbacks for structures.

The special circumstances and conditions do not result from the actions of the applicant but are the result of natural wetlands existing on the site and the requirements of the City's wetland ordinance which requires a 50-foot buffer for this classification of wetland.

The granting of the parking lot setback variance will not constitute a grant of special privilege inconsistent with limitations upon other properties in the vicinity and zone.

Because the elevated pavement of Wollochet Drive will mitigate the visual appearance of the parking lot, the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is situated, provided that setbacks increase closer to the intersection of Wollochet Drive and 66th St. Ct. N.W.

The granting of the structure setback variance will constitute a grant of special privilege inconsistent with limitations upon other properties in the vicinity and zone. A zero front yard setback for structures does not meet the spirit or intent of the required 20 foot setback and there are no apparent means to mitigate the visual impact this would have on the front setback.

The parking lot variance is the minimum variance that will make possible the reasonable use of the land. However, it appears that there may be opportunity to shift the Phase II building location or reduce its overall size. The structural variance is therefore not the minimum variance necessary for the reasonable use of the land.

SITE PLAN FINDINGS:

The staff finds that the site the site plan is reasonably complete and conforms to all zoning code

and annexation agreements requirements. Any outstanding issues can be resolved administratively and subject to conditions stated in the staff's recommendation..

## **IX. RECOMMENDATION:**

### **VARIANCE:**

The staff recommends approval of the requested variance to allow the parking lot to be within zero feet of the front property lines and within zero feet of the side (Wollochet Drive) property line provided that the parking lot touches the property line at one point only and then tapers back to full setbacks as shown on the submitted site plan.

### **SITE PLAN:**

The staff recommends that the site plan be continued administratively for two weeks to allow time for the Public Works Department to complete its review of the traffic study. If the Public Works Department is satisfied that the project will result in no traffic impacts which cannot be mitigated, the staff will recommend that the site plan be approved subject to the following conditions:

1. Prior to clearing and grading, a horizontal survey shall be completed which verifies that there is sufficient area between the front (Wollochet Drive) property line and the wetland buffer line to meet the minimum dimensions for parking, circulation and landscaping.
2. Strict limits of disturbance shall be complied with on this project, This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber). The protective barricade shall be maintained for the entire duration of construction. The contractor shall submit a written statement that the proposed location of the construction fence will provide adequate room for all construction activities. If there is not sufficient room to assure protection of the trees within the buffer, a revised site plan shall be submitted to and approved by the City.
3. A certified arborist shall verify that the proposed location of the barricade fence will provide reasonable assurance that the trees within the protective area will not be at risk due to construction activities outside the protective barricade. If, in the opinion of the arborist, the trees will be threatened due to the proximity of construction activity, a revised site plan which provides recommended clearance between the trees and construction activities shall be submitted to and approved by the City.

4. A certified arborist shall comment on the advisability of topping the douglas fir trees and identify possible alternatives to topping.
5. Sufficient existing vegetation in the buffer area shall be retained to screen the development from the freeway (the annexation agreement requires a 25-foot buffer along SR-16).
6. The trail system shall be completed up to and including the view platform behind the proposed Phase II building.
7. Prior to building permit issuance, a final landscaping plan shall be submitted to and approved by the Planning Staff for both the parkland and private areas of development. The plan shall include an irrigation plan for all domestic or nursery-stock landscaping. If the applicant and the staff cannot agree on the extent and type of landscaping for the wetland area, the applicant shall submit the plan for Hearing Examiner and City Council review and approval.
8. A master sign plan shall be submitted to and approved by the Planning Staff consistent with all sign code requirements.
9. 66th Street Ct. N.W. is to be dedicated and designed as a 55-foot wide public right-of-way.
10. Curbs, gutters and sidewalks along the property frontage of Wollochet Drive and 66th Street Court N.W. are required.
11. Prior to building permit issuance, a plan showing how City water and sewer will be provided is shall be submitted for review and approval of the Public Works Department.
12. Prior to building permit issuance, a storm drainage plan shall be submitted for review and approval of the Public Works Department.
13. If 66th St. Ct. N.W. is going to end at the property line, a cul-de-sac type turn around will be required with provisions to extend the street to 72nd St. N.W. in the future, as development occurs.
14. Fire hydrants and water mains must be extended to within 150 feet of all portions of the building. Fire flow volume is required as per Appendix Table No. A-III-A-1, 1991 UBC.
15. Provide an accessible pedestrian walkway from the public sidewalk to the front entrances of the building.
16. The street name "66th Street Court" must be revised to reflect a historical name or another name which is approved by the Gig Harbor City Council in accordance with the Gig Harbor Addressing Ordinance.

17. 66th Street Court must be designed to interconnect 72nd Street and Wollochet Drive to provide fire fighting equipment access to this site and adjoining properties.

Project Planner: Steve Osguthorpe, AICP  
Associate Planner

\_\_\_\_\_

Date: \_\_\_\_\_



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: TOM ENLOW**  
**DATE: November 15, 1995**  
**SUBJECT: UTILITY MANAGEMENT SOFTWARE LICENSE**

#### **INTRODUCTION**

You recently approved the purchase of Eden Systems' Utility Management software. Attached is the Software License and Use Agreement for that program.

The agreement is similar to the annual support agreement for our other Eden Systems programs and has been reviewed by our legal counsel.

#### **RECOMMENDATION**

Staff requests that the Council direct the Mayor to sign the agreement.





## Software License and Use Agreement

THIS AGREEMENT, made and entered into by and between Eden Systems, Incorporated (hereinafter "Licensor"), a corporation duly authorized and existing under the laws of the State of Washington and having its principal offices at 5015 Tieton Drive; Suite A; Yakima, Washington 98908, and:

Name: City of Gig Harbor, Washington  
Address: 3105 Judson  
City, State, Zip Code: Gig Harbor, Washington 98335

(hereinafter "Licensee").

Licensor desires to grant to Licensee and Licensee desires to acquire from Licensor a non-exclusive right and license to use certain computer software as hereinafter defined. Both parties agree they are able to comply with and will satisfy the terms and conditions as set forth in this Agreement. Both parties, intending to be legally bound, agree to the following:

### Section 1 DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

**1.1 "Licensed Program."** The computer program designated by Licensor as *InForum™*, or *Command Series™* including object code, as well as related procedural code, and documentation of any type which describes it. The system may also include source code if offered to Licensee by Licensor and Licensee is willing to accept source code under the terms of this Agreement. The system is licensed for use on the following:

Computer Processor/Model: LAN/Novell  
Concurrent Users: Eight (8)

**1.2 "Licensed Documentation."** The system user manuals, and other documentation made available by Licensor, for the Licensed Program.

**1.3 "Enhancements."** Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.

**1.4 "Error."** Problem caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.

**1.5 "Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such non-conformity.

**1.5 "Maintenance Modifications."** Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors.

**1.6 "Specifications".** The functional performance parameters of the Licensed Program effective on the date of this Agreement, as set forth in on-line documentation imbedded within the Licensed Program.

**1.7 "Proprietary Information."** Unpublished "know-how," which shall include (without limitation) computer program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by Licensor or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.

**1.8 "Normal Working Hours."** The hours between 8AM and 5PM on the days Monday through Friday, excluding regularly scheduled holidays of Licensor.

**1.9 "Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

**1.10 "Support Agreement Term."** An initial period of one year or portion thereof, commencing on the first day after acceptance of the Licensed Program, during which certain support and services are provided subject to the terms and conditions set forth in Section 9.0, Software Support. Such term shall automatically renew for successive periods of one year each unless and until terminated in writing by either party.

## Section 2 GRANT OF LICENSE

**2.1 Scope of License.** Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

- a. Install, use, and execute the Licensed Program on computers owned or leased and used by Licensee at its facilities in the United States in support of the internal business activities of Licensee;
- b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program; and
- c. Prepare Maintenance Modifications or Enhancements to the source code of the Licensed Program, provided source code is offered and included in this Agreement, and use such works only as authorized in Sections 2.1(a) and 2.1(b).

**2.2 Delivery of Materials.** Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within a reasonable time following final execution of this Agreement.



**2.3 Necessity for third-party Software.** Licensee acknowledges that in order to be executed, the Licensed Program requires certain third-party software, as specified by the Licensor, the acquisition of which shall be the sole responsibility of Licensee to obtain and maintain in its most current release. Licensee agrees that prior to use of the Licensed Program in any manner, Licensee will obtain necessary licenses from the vendors of such third-party software.

**2.4 Limited Support of Licensed Program.** Licensor shall furnish to Licensee such Maintenance Modifications as may be developed by Licensor generally for licensees of the Licensed Program.

**2.5 Assignment of Rights in Licensee Maintenance and Enhancement Modifications.** All right, title, and interest in all Maintenance and Enhancement Modifications developed by Licensee during the term hereof remains with Licensor. Licensee agrees that such modifications shall be used by Licensee, and will not be distributed or otherwise made available to any third party other than Licensor.

**2.6 Availability of Licensor Enhancements.** Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensed Program at its announced license fees for such Enhancements.

**2.7 Licensee Notification and Delivery of Materials.** Licensee shall notify and deliver to Licensor one copy of any Maintenance and Enhancement Modifications developed by Licensee within a reasonable period after development.

### **Section 3 TITLE TO MATERIALS**

**3.1 Title to Licensed Program and Licensed Documentation.** All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such rights, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and Licensed Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

**3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, and Distribution.** All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by either Licensor or by Licensee shall be and remain with Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications, whether developed by Licensor or by Licensee, in accordance with the restrictions and limitations set forth herein respecting Licensed Programs and Licensed Documentation.

### **Section 4 FEES AND PAYMENTS**

**4.1 License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time license fee as further defined in Exhibit A, attached hereto.

**4.2 Support Fee.** Software Support is subject to the terms and conditions of Section 9.0, *Software Support*, and may be offered, at the Licensor's sole option, on a year by year basis.

**4.3 Per Diem.** Charges for meals, parking and other incidentals associated with the delivery of the Licensed Program will be limited to the amount allowed to the employees of Licensee while carrying out the duties of the Licensee. It is the responsibility of the Licensee to notify Licensor of that limitation upon execution of this Agreement.

**4.4 Other Costs.** Other costs, including but not limited to air/train/taxi fare, lodging, car rental, parking, freight costs and reproduction charges incurred by Licensor on account of this Agreement, shall be billed to the Licensee. Licensor shall have the right to charge a 5% administrative fee for all fees and charges specified in this Section.

**4.5 Payment.** The License fee set forth herein shall be paid by Licensee according to the payment schedule set forth in Exhibit A.

**4.6 Taxes.** The license fee specified in Exhibit A hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.

## **Section 5 PROPRIETARY PROTECTION OF MATERIALS**

**5.1 Acknowledgment of Proprietary Materials; Limitations on Use.** Licensee acknowledges that the Licensed Program and Licensed Documentation are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs and Licensed Documentation in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement.

**5.2 Secure Handling.** Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program and Licensed Documentation be kept on Licensee's premises which shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Licensee shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

**5.3 Proprietary Legends.** Licensee shall not permit anyone other than Licensor to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor. Licensee may reproduce the written documentation provided by Licensor, provided that such reproductions are for the private internal use of Licensee, and all such reproductions bear Licensor's copyright notices and other proprietary legends.

**5.4 Licensee's Obligations Respecting Access.** Licensee shall limit use of and access to the Licensed Program and Licensed Documentation to such personnel of Licensee as are directly involved in the use thereof by Licensee. Licensee shall prevent all Licensee personnel from having access to any such information that is not required in the performance of their duties for Licensee. Licensee shall, as requested by Licensor, provide Licensor with written notice of all personnel of Licensee who have been accorded access to the Licensed Programs and Licensed Documentation in the course of their employment by Licensee.

**5.5 Injunctive Relief.** Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program or Licensed Documentation by Licensee in a manner inconsistent with the provision of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by Licensor for injunctive or other equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.

**5.6 Technical Protections.** Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

**5.7 Security Audit.** Licensor shall have the right to make visits to the Licensee's computer facilities to review security measures respecting the Licensed Program and Licensed Documentation, and, if deficiencies are identified

by Licensor, Licensee shall implement such additional security practices as are reasonably necessary to adequately ensure the security of the Licensed Program and Licensed Documentation.

**5.8 Survival of Terms.** The provisions of this Section 5 shall survive termination of this Agreement for any reason.

## **Section 6 LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY**

**6.1 Limited Warranty Against Infringement.** Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

**6.2 Limited Warranty of Conformity.** Licensor warrants, for the benefit only of Licensee, that for the life of the Agreement, the Licensed Program will conform in all material respects to the Licensed Documentation (except for modifications made by Licensee or by Licensor at the request of Licensee), but only if Licensee maintains uninterrupted Software Support from the date of execution of this Agreement. Licensor assumes no responsibility for obsolescence of the Licensed Program.

**6.3 Exclusive Remedy.** As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program for which Licensor is responsible, Licensor shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, Licensor shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Licensee, (2) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

**6.4 Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE LICENSED PROGRAM OR LICENSED DOCUMENTATION OR TO ANY OTHER MATERIALS FURNISHED OR PROVIDED TO LICENSEE HEREUNDER. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF.

**6.5 Limitation of Liability.** Except with respect to liability arising from claims of infringement of third-party rights in the United States in copyright, trade secret, or patent, in no event shall Licensor be liable under any claim, demand, or action arising out of or relating to its performance or lack thereof under this Agreement for any special, indirect, incidental, exemplary, or consequential damages, whether or not Licensor has been advised of the possibility of such claim, demand, or action.

**6.6 Licensee Indemnification.** Licensee shall and does hereby agree to indemnify, hold harmless, and save Licensor from liability against any claim, demand, loss, or action (1)resulting from Licensee's use or modification of the Licensed Program and Licensed Documentation and (2)alleging that any Maintenance Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The foregoing indemnification is predicated upon Licensor (1)fully cooperating with Licensee in the defense or settlement of such actions and (2)giving Licensee prompt written notice of any claim, demand, or action for which indemnification is sought.

**6.7 Licensor Indemnification.** Licensor shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim, demand, loss, or action alleging that the Licensed Program and Licensed Documentation or any Maintenance Modifications or Enhancements made by Licensor infringe any third-party rights in the United States respecting copyright, trade secret, or patent. The foregoing indemnification is predicated upon Licensee (1)fully cooperating with Licensor in the defense or settlement of such actions and (2)giving Licensor prompt written notice of any claim, demand, or action for which indemnification is sought.

**Section 7**  
**TERM AND TERMINATION**

**7.1 Term.** This Agreement shall commence on the date and year first above written and shall continue until terminated in accordance with the terms thereof.

**7.2 Termination by Either Party.** Either party may terminate this Agreement upon 60 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within that 60-day period. Such notice shall set forth the basis of the termination.

**7.3 Actions Upon Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licensor, the Licensed Program and Licensed Documentation, and any copies or portions thereof, including Maintenance Modifications or Enhancements.

**Section 8**  
**MISCELLANEOUS**

**8.1 Entire Agreement.** The provisions herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of any provision of this Agreement will be effective unless set forth in a document that purports to amend this Agreement and that is executed by both parties hereto.

**8.2 No Assignment.** Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licensor. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.

**8.3 Force Majeure.** Excepting provisions of this Agreement relating to payment of license fees and protection of Licensor's Proprietary Information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

**8.4 Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the state in which an action, including arbitration, is brought. Venue will be deemed appropriate in either the counties of Yakima, Washington or the county seat of the Licensee.

**8.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

**8.6 Notice.** Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to the other party.

**Section 9**  
**SOFTWARE SUPPORT**

**9.1 Scope of Service.** Licensor shall render support and services for designated components on Exhibit A. Such support and services will be provided by Licensor during Normal Working Hours.

**9.2 Fees and Charges.** Licensee shall pay Licensor annual support charges based on 15% of the amounts listed in the Support Basis column of Exhibit "A". Licensor reserves the right to change its support rate at the beginning of each Support Agreement Term, provided that no such change will be effective until at least 90 days after Licensor has given Licensee written notice of such change.

Annual support charges are due and payable on or before the 1st of January of each Support Agreement Term. Failure to make such payment shall constitute cancellation and termination of support by Licensee and no further service or support will be provided by Licensor.

Charges for meals, parking and other incidentals will be limited to the amount allowed to the employees of Licensee while carrying out the duties of the Licensee.

Other costs, including but not limited to air/train/taxi fare, lodging, car rental, parking, freight costs and reproduction charges incurred by Licensor, will be reimbursed by Licensee. Licensor shall have the right to charge a 5% administrative fee for all fees and charges specified in this Section.

The fees and charges specified in this section are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.

**9.3 Licensee Responsibilities.** Licensee shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from Licensor the services called for according to Licensor's then existing policy.

**9.4 Proprietary Rights.** To the extent that Licensor may provide Licensee with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Program prepared by Licensor, Licensee may (1) install one copy of the Licensed Program, in the most current form provided by Licensor, in Licensee's own facility; (2) use such Licensed Program in a manner consistent with the requirements of the Agreement, for purposes of serving Licensee's internal business needs; and (3) make up to three (3) copies of the Licensed Program in machine-readable form for nonproductive backup purposes only. Licensee may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor.

The Licensed Program is and shall remain the sole property of Licensor, regardless of whether Licensee, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Licensor for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Licensor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Licensee shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Licensee at the time of its delivery or on-site development.

**9.5 Disclaimer of Warranty and Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EDEN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9.6 Termination of Support.** Support may be terminated as follows:

- a. Upon the termination of the License Agreement; or
- b. Upon the expiration of the then current Support Agreement Term, provided that at least 60 days' prior written notice is given to the other party; or
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

[Licensor]

By: Dennis L. Sals

Signature:

Title: Vice President

Date:

11/2/95



[Licensee]

By:

Signature:

Title:

Date:

**Exhibit A**  
**COMMAND SERIES DELIVERABLES**

<b>Products, Services and Equipment</b>	<b>License Fee</b>	<b>Training</b>	<b>Install/ Setup</b>	<b>Total</b>	<b>Published License Fee (Support Basis)</b>
<b>Products:</b>					
Accounts Receivable				\$0.00	
Business Licensing				\$0.00	
CAFR				\$0.00	
Capital Projects				\$0.00	
Cash Receipting Iface				\$0.00	
Financial Accounting				\$0.00	
Fixed Assets				\$0.00	
Inventory/Equip/Repair				\$0.00	
Hand Held Interface				\$0.00	
Payroll 5.0				\$0.00	
Personnel				\$0.00	
Position Control				\$0.00	
Req/Purchasing				\$0.00	
Recreation Management				\$0.00	
Special Assessments				\$0.00	
Utility Management 5.0	\$4250.00	\$3600.00		\$7850.00	\$8500.00
Utility Billing 3.5				\$0.00	
IQ Report Writer, Data Dictionaries				\$0.00	
<b>Services:</b>				\$0.00	
Enhancements				\$0.00	
Consulting/Management				\$0.00	
Data File Conversion Services	\$1440.00			\$1440.00	
Program File Conversion Services	\$2250.00			\$2250.00	
<b>Equipment, Software Tools:</b>				\$0.00	
				\$0.00	
<b>Other:</b>				\$0.00	
Taxes				\$0.00	
Freight				\$0.00	
<b>Total</b>	<b>\$7940.00</b>	<b>\$3600.00</b>	<b>\$0.00</b>	<b>\$11540.00</b>	

**Exhibit A**  
**BILLING/PAYMENT SCHEDULE**

**Billing/Payment Schedule:**

- License fees (Object Code) - 40% of all license fees billed and payable on execution of the Agreement; 60% of module license fee billed and payable upon acceptance of application
- Third-party products, tools - 100% billed and payable on execution of the Agreement
- License fees (Source Code) - If applicable, 100% billed and payable on delivery
- Training - 100% billed and payable on execution of the Agreement
- Installation/setup - Billed and payable as service is delivered
- Meals, Food, Travel, Out of Pocket Costs - Billed and payable as they occur
- All other charges - Billed and payable as they occur





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** *MH*  
**SUBJECT: TORRENS WATER EXTENSION REQUEST**  
**DATE: NOVEMBER 21, 1995**

#### **INFORMATION/BACKGROUND**

Subsequent to the extension of the city water system to the Fire district property on Bujacich Road, Tom and Nancy Torrens have requested the extension of water to the Torrens' Sculpture Design Studio property on the Sehmel Road, as indicated on the attached map. This development on the property has been approved and permitted by Pierce County. Since the Torrens have domestic water to the property, they are requesting only fireflow connection. Advancing the city system to the property will require compliance with the city's comprehensive water plan and with the city's Public Works Standards.

The attached contract is the city's standard contract without language for connection fees and associated actions pertaining to connection fees. The entire fee will be paid prior to completion of the contract.

#### **POLICY CONSIDERATIONS**

This extension is consistent with the city's Comprehensive Water Plan. The connection is for fireflow only, but the city will require a minimum flow connection for the facility. Council has discretion over the extension of the water system outside of city limits. The extension requires Health Department approval for inclusion within our existing service area.

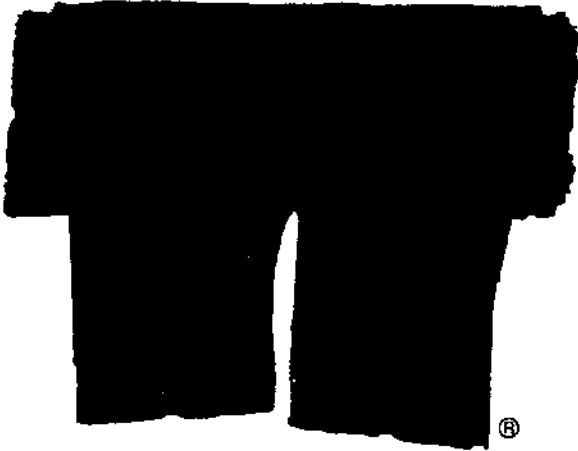
#### **FISCAL CONSIDERATIONS**

The connection fee will be required for a 3/4" meter, the smallest domestic flow, although the Torrens facility will use a private well source for domestic water. With the 1.5 multiplier, the current connection cost is \$1,777.50. The entire fee will be collected before city signature to the contract.

#### **RECOMMENDATION**

Staff recommends this extension of the water system in conformance with the Comprehensive Water Plan, subject to Health Department approval.





November 20, 1995

Mr. Mark Hoppen  
City of Gig Harbor  
Gig Harbor, WA 98335

Dear Mark:

I would like to request permission from the City of Gig Harbor to extend the water line from the new Fire Training Center on Bujacich Road to my property at 5926 Schmel Drive in order to fulfill fire flow requirements. The distance for this extension would be approximately 1700 feet and would be constructed to city standards.

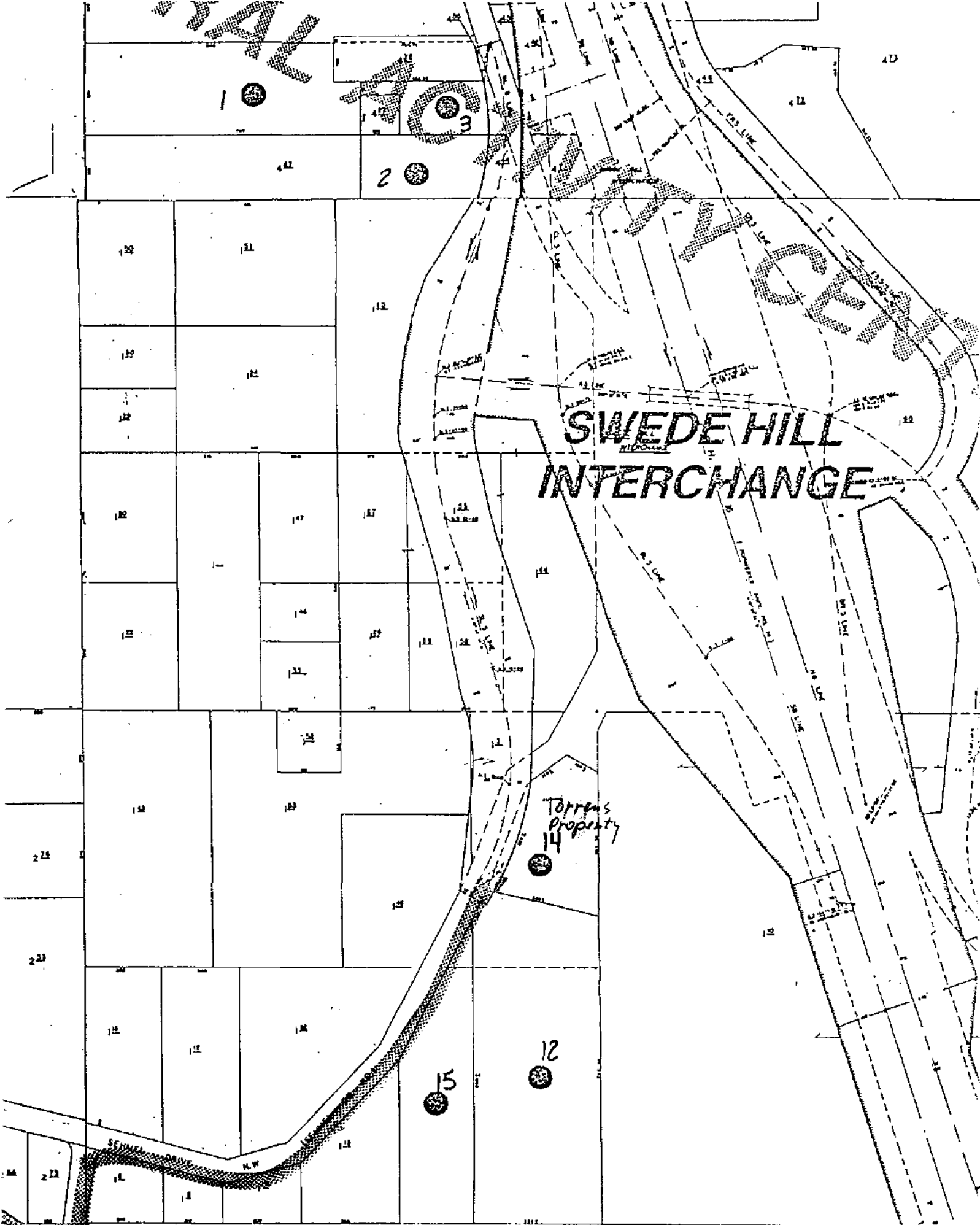
Thank you for any consideration in this matter.

Kind regards,

Tom N. Torrens


TOM TORRENS • SCULPTURE DESIGN  
P.O. BOX 1819, GIG HARBOR, WA 98335  
PHONE (206) 857-5831 • FAX (206) 265-2404





# SWEDE HILL INTERCHANGE

Torrens Property

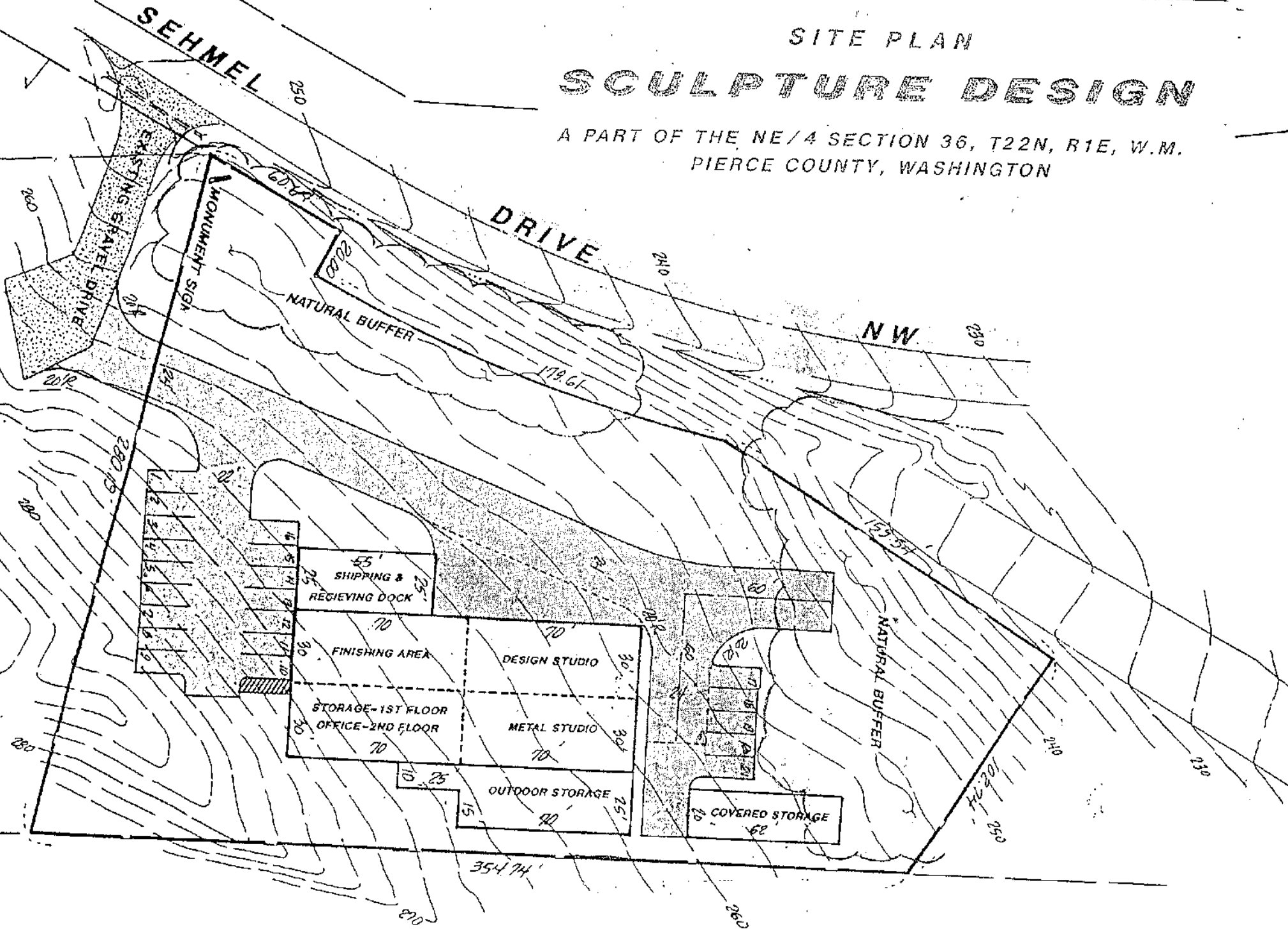
 = Proposed 12" water line Extension Approx. 1700 ft.



SITE PLAN

# SCULPTURE DESIGN

A PART OF THE NE/4 SECTION 36, T22N, R1E, W.M.  
PIERCE COUNTY, WASHINGTON







WHEN RECORDED RETURN TO:  
City of Gig Harbor  
Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this \_\_\_ day of \_\_\_\_\_, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Thomas N. and Donna J. Torrens, hereinafter referred to as "the Owner".

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

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

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on Bujacich Road at the following location:

5926 Sehmel Drive

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Water Capacity Commitment. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on \_\_\_\_\_, provided this agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year



period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 1777.50 for water to reserve the above specified time (three years). This payment is the full payment for an outside city limits 3/4" meter connection.

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's water system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve water capacity by paying the entire connection fee before the expiration date set forth above, the Owner shall be responsible for paying the city's monthly water base charge.

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

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

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of  2  year(s).



9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Water Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. **Annexation.** Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for



whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

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

- A. The use of the property will be restricted to uses allowed in the following City Comprehensive Plan designation at the time of development or redevelopment:

Commercial

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements to the utility (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to





appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

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

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

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

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

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER

T. Thomas Owen

Name:

Title:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Mark Hoppen

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_



STATE OF WASHINGTON )

) ss.

COUNTY OF PIERCE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing and acknowledged that \_\_\_ signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )

)ss:

COUNTY OF PIERCE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires \_\_\_\_\_.





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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 01-22-36-1-067, Date 11-2-95

Applicant TOM & DONNA TORRENS, Phone # 857-5831

Mailing Address PO BOX 1741 Gig Harbor WA 98335

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

**Connection/Service ADDRESS OR LOCATION:**

Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_  
 Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
 Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

(X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
X	3/4"	1	\$1,185.00	\$1,777.50	\$300.00	\$
	1"	1.6	\$1,970.00	\$2,955.00	\$350.00	\$
	1-1/2"	3.33	\$3,930.00	\$5,895.00	(2) \$	\$
	2"	5.33	\$6,290.00	\$9,435.00	(2) \$	\$
	Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$** \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot	\$
Open Street Cut	\$ 20.00 / Foot	\$
Refundable As-Built Plan Deposit		\$
		\$
		\$

- Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.  
 (2) Time & Material Plus 10%  
 (3) Negotiable



**BASIC SEWER SYSTEM CONNECTION FEE:**

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 685.00	\$ 1,685.00	\$ 2,365.00		\$ .00

\* Equivaent Residential Unit Calculation for non-residential service:

\_\_\_\_\_ ( \_\_\_\_\_ ERU's per \_\_\_\_\_ ) X ( \_\_\_\_\_ ) = \_\_\_\_\_  
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

**SPECIAL CHARGES:**

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Deposit (Refundable)	\$ 150.00
	Late Comers Agreement Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

**TOTAL SEWER SYSTEM FEES PAID:** \$ \_\_\_\_\_

**TOTAL FEES PAID WITH THIS APPLICATION:** \$ \_\_\_\_\_

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the existing ordinances and regulations of the city or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the city or any such ordinances/regulations adopted hereafter.

I understand that the city will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, extensions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

\_\_\_\_\_  
 Applicant's Signature Date

**TO BE COMPLETED BY STAFF ONLY:**

Receipt No.	Fees Paid	Date	Received By

**REVIEWED BY:**

Building	P.W Director	P.W. Supervisor	Utility







# CITY OF GIG HARBOR

3105 JUDSON STREET, GIG HARBOR, WA 98335

TREASURER'S RECEIPT

32987

*Thomas N. Turens*

RECEIVED FROM  
*WECA Water Filing Fee*  
FOR

*11-8-95*

DATE

FUND	DEPT.	B/SUB	ELEM	OB	DESCRIPTION	AMOUNT	
<i>001</i>		<i>341</i>	<i>100</i>				
<b>TOTAL</b>						<i>100</i>	<i>-</i>





Pierce County

Office of the Pierce County Hearing Examiner

STEPHEN K. CAUSSEAU, JR.  
Pierce County Hearing Examiner

902 South 10th Street  
Tacoma, Washington 98405  
(206) 272-2206

April 22, 1994

Tom and Donna Torrens  
P.O. Box 1819  
Gig Harbor, WA 98335

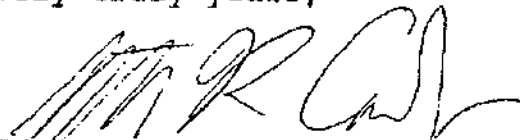
**RE:** Site Plan Review: Case No. SP12-93, Sculpture Design Manufacturing Facility

Dear Applicants:

Transmitted herewith is the Report and Decision of the Pierce County Hearing Examiner relating to the above-entitled matter.

Unless reconsideration is requested or an appeal is filed, this decision will become effective on May 6, 1994.

Very truly yours,



STEPHEN K. CAUSSEAU, JR.  
Hearing Examiner

SKC/jc

cc: Pierce County Planning  
Pierce County Development Engineering  
Pierce County Building Division  
Pierce County Utilities  
Tacoma Pierce County Health Dept.  
Fire Prevention Bureau  
Pierce County Parks and Recreation  
Pierce County Council





OFFICE OF THE HEARING EXAMINER

PIERCE COUNTY

REPORT AND DECISION

CASE NO.: SITE PLAN REVIEW: Case No. SPR12-93, Sculpture Design  
Manufacturing Facility

APPLICANT: Tom and Donna Torrens  
P.O. Box 1819  
Gig Harbor, WA 98335

SUMMARY OF REQUEST: Applicant requests a Site Plan Review to construct and operate a 14,725 sq. ft. commercial art workshop and studio on a 1.56 acre lot in the Residential Environment at 5926 Sehmel Drive NW, in the NE 1/4 of Sec. 36, T22N, R1E, W.M., in Council District #7.

SUMMARY OF DECISION:

Request approved subject to conditions.

PUBLIC HEARING:

After reviewing Planning and Land Services Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on March 30, 1994, at 2:05 p.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT "1" - Planning and Land Services Staff Report and Attachments
- EXHIBIT "2" - Architectural renditions
- EXHIBIT "3" - Revised site plan
- EXHIBIT "4" - Information from Geoff Moore
- EXHIBIT "5" - Photographs from Ferrow complex

SAM YEKALAM appeared and presented the Planning Division Staff Report. He introduced Exhibits "2" and "3", a revised site plan and architectural rendition. There is a residence next to the site. The site is steep with 40% slopes. A geotechnical report was prepared. We need to add the recommendations of the geotechnical report as conditions of approval. There is some filling and grading required, but only one entrance is proposed now. Gig Harbor wanted a drainage plan and traffic study, but Public Works did not feel that these were required. Drainfields are required for the south part of the property. There is one drainfield for this site to serve the property to the south. The site and surrounding properties are within the Residential Environment. The structure has been reduced in size. The site plan reflects a 54% site coverage wherein 30% is the basic allowed in the Residential Environment. The applicant is proposing a 14,000 square foot building with an upper story office and lower story for manufacturing. Fifteen employees work on the site. There is no retail and there may not even be a sign. Amenities include the landscape plan and the architectural scheme which will be reviewed.



The buildings will be similar to Perrow Construction, but the color will be green as opposed to red. The parking is reduced to 21 stalls which meets the minimum requirements. The Health Department has made no comments as yet. The PAC recommended approval unanimously subject to four conditions. They want to retain the trees in the front, and with the elimination of the north access trees are preserved. We need a landscape plan to show what is retained and what is replanted. The architecture and the landscape will provide the necessary amenities for increased site coverage.

Appearing was GEOFF MOORE on behalf of the applicant who stated that the property was originally attached to the Garrison ownership which was part of the commercial park and gravel pit. The operation is in the gravel pit. The proposed site is at the left at the present site entrance. There is a drainfield serving the existing business. They will remove the drainfield and replace it on the property to the south. Garrison has a water business which will serve the site. The business is light fabrication and manufacturing. They want the same architectural scheme as Perrow. They have retained Perrow to build the structures. Geo Engineers is also retained. The original site plan requested 57% site coverage. They reviewed the plan and shrank the building and eliminated the driveway. This reduced the site coverage to 54%. There are no objections to three of four of the PAC conditions. There is no need for a traffic and drainage study. The state and Public Works have looked at the traffic generated from the proposal. The final drainage plan will be provided. There are only 15 employees at the site. All other conditions are appropriate. Condition no. 22 however needs language revisions as this is not a plat. There are no hazardous substances on the site. They use a water recycling process.

Appearing was ANDY GREATWOOD from Development Engineering who has not received a sight distance report for the south access. The applicant also needs to show the right to access the site. The comments are meant to be part of the MDNS conditions. The December 22nd conditions need to be added. They are recitation of the geotechnical report. The big problem is soil. It gets wet and turns to mud and is not workable. Conditions can be incorporated. There is no record of the WSDOT response. No traffic study is necessary. The county road use is minimal. The biggest impact is on SR-16.

Reappearing was MR. MOORE who stated that the October 6th comments of Gig Harbor indicated that the site is a plat.

Reappearing was MR. YEKALAM who stated that WSDOT has been notified and responded on October 13th. They did not request a traffic study as a condition.

Reappearing was MR. GREATWOOD who stated that we don't want WSDOT calculations required for approval. Condition No. 19 should be revised to read that WSDOT's comments will be considered. The ultimate approval is within Pierce County's jurisdiction.

Appearing was LEANN PETERSON, a resident of the area, who had a number of questions. She is concerned with the well water and the storm runoff and greenbelt. She resides at the bottom of the hill. She is on the other side of Sehmel Drive northwest of the site.

Mr. Moore and Mr. Greatwood then responded to her questions.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 2:55 p.m.

**NOTE:** A complete record of this hearing is available in the office of Pierce County Planning and Land Services.





**FINDINGS, CONCLUSIONS AND DECISION:**

**FINDINGS:**

1. The Hearing Examiner has admitted documentary evidence into the record, viewed the property, heard testimony, and taken this matter under advisement.
2. The Pierce County Environmental Official designate reviewed this project and issued a Determination of Nonsignificance on December 30, 1993, the comment period ended on January 14, 1994. No appeals have been filed. No appeal was filed and in accordance with the State Environmental Policy Act, RCW 43.20(C) and the Pierce County Environmental Regulation, Pierce County Code Chapter 17.08, the Environmental Official's determination is final.
3. Notice of this request was advertised on two weeks prior to hearing, in accordance with Section 18.50.620 (9.270A.090) of the Gig Harbor Development Regulations. The notice was published in the Peninsula Gateway and the South Pierce County Dispatch newspapers. Property owners within 300 feet of the site were sent written notice. Property has been posted for the required minimum 30 days.
4. The Peninsula Advisory Commission heard this matter at its regularly scheduled meeting on March 9, 1994, and voted 9-0 to recommend approval subject to four conditions.
5. The applicant has a possessory ownership interest in a 1.56 acre parcel of property located on the east side of Sehmel Drive NW, west of the Burnham Drive interchange with SR-16. The site is presently unimproved and the applicant is requesting site plan approval to allow the location of The Sculpture Design manufacturing business on the site. Sculpture Design handmakes from recycled and industrial materials a variety of works of sculpture. These works include fountains, bird baths, bells, gongs, wind chimes, and bird feeders.
6. The site is located within the Residential Environment of the Gig Harbor Peninsula Comprehensive Plan. This environment is defined as an area of medium intensity land use which serves as a buffer between the highly intensive development of the Urban Environment and the non-intensive development of the Rural Environment. It allows medium intensity residential, commercial, and agricultural development. There are nine predominant uses in the Residential Environment with number six being industrial facilities and number seven being commercial facilities. The applicant's proposed use of the site is consistent with the Residential Environment.
7. The applicant's site plan reveals that there is no direct access from the parcel to Sehmel Drive NW. Access is provided via the existing gravel driveway on the parcel to the south. The applicant's driveway intersects with the existing driveway approximately 50 feet from the Sehmel Drive right of way. An approximate 50-foot wide buffer is maintained from the parking lot to the Sehmel Drive right of way with the buildings located near the center and extreme eastern portion of the site. Parking is provided on the north and south portions of the site.
8. The applicant's business is presently located on the parcel to the south which is an old surface mine and is designated as "mineral resource land" on the Gig Harbor Comprehensive Plan map. The applicant has fifteen employees, needs to expand his



business, and desires to move from the gravel pit to the proposed location abutting the gravel pit on the north.

9. The applicant's site plan proposes approximately 54% impervious site coverage. Section 18.50.250(B) of the Developmental Regulations for the Gig Harbor Peninsula (DR) allows a basic maximum of 30% site coverage for nonresidential development in the Residential Environment. However, if the applicant provides one or more amenities set forth in Section 18.50.250(C) DR, the maximum impervious site coverage may be increased up to a maximum of 60%. The applicant is proposing a landscape plan and an architectural plan for review by the PAC and the Planning Division. Such plans allow an increase up to the maximum allowable increase in impervious coverage or 60%. The applicant's landscape and architectural plan must comply with the specific characteristics set forth in Section 18.50.250(C)(3) DR in order to obtain an approximate 24% increase in impervious site coverage.
10. The applicant is proposing 24 parking stalls, primarily for employees. No retail sales will occur on the site and the applicant may not even install a business location sign. So long as no retail sales are conducted from the site, the 24 parking stalls should be sufficient.
11. The site has a significant topographical difference from approximately 287 feet in the southeast corner of the site to 234 feet in the northwest corner of the site. The steepest topography is in the southeast and northwest portions of the site which are set aside as natural buffers. The central portion of the site is substantially flatter and is the area proposed for development. The applicant commissioned a geotechnical engineering study of the site which revealed that while the soils are sufficient to support the proposed development, when wet, the soils turn to mud and are not workable. The geotechnical recommendations are added as conditions through the Developmental Engineering recommendations of December 21, 1993, have been added as conditions hereinafter.
12. The PAC recommended that the applicant prepare a traffic and drainage study as requested by the City of Gig Harbor. However, a Pierce County development engineer has testified that the county roads in the area are lightly used and this project will have no adverse impact on the county road system. Furthermore, the applicant will be required to prepare a storm drainage plan in accordance with Pierce County ordinances which will also be submitted to State of Washington for its review. There are no city facilities which are impacted by this development. Therefore, the traffic study and drainage plans need not be provided.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The proposed development of this parcel, located between Sehmel Drive and SR-16 and adjacent to a surface mine, with a light manufacturing/fabrication business is appropriate. This proposal is a reasonable use which will not adversely impact abutting properties or residential uses in the area. The site is an appropriate location for a light industrial use, especially considering the historical use of abutting properties and the proximity to SR-16. The proposed site plan for Sculpture Design should be approved subject to the following conditions:



- A. Fire Flow and hydrant spacing shall be determined at the time of building permit application in accordance with Pierce County Ord. #92-99.
- B. Hydrant flow test results and water system "As Built" plans (when required) shall be submitted to and approved by the Office of Fire Prevention and Arson Control prior to issuance of building permits. Pierce County Code, Section 15.40.060 (Ord. 92-99)
- C. Prior to final approval, requirements of Minimum Standards for Fire Flows, Water Mains and Fire Hydrants, Pierce County Code, Sec. 15.40.060 - Procedure for Compliance (Ord. #92-99) shall be met.
- D. Install fire extinguishers per NFPA #10.
- E. Emergency Vehicle Access shall be met in accordance with Pierce County Code, Chapter 12.52.
- F. A storm drainage plan must be submitted to the Development Engineering Section as part of the site development plans. The applicant's engineer shall meet with Development Engineering prior to design of the storm water system
- G. A site stabilization plan must be submitted to the Development Engineering Section as part of the site development plans.
- H. The site stabilization plan must include erosion control measures for development of the project up through completion of all structures.
- I. Erosion control facilities must be installed, and subsequently, inspected and approved by Pierce County prior to site clearing. All necessary erosion control facilities must be properly maintained during all phases of site development to prevent debris, dust, and mud from accumulating on the County right-of-way and/or adjacent property.
- J. All work associated with stabilizing slopes and other disturbed areas shall be in accordance with Section 8-01 of the 1988 Standard Specifications for Road, Bridge, and Municipal Construction, or the latest version thereof, unless approved otherwise by Pierce County.
- K. If cleared, the County right-of-way must be seeded, mulched, and stabilized as required by the County.
- L. The intent of the erosion control facilities is to protect downstream property owners from landslides, sediment buildup, and downstream channel scouring. If the intent of the requirement is not met, then all building and construction activity on site shall be discontinued and directed to meeting the intent of the requirement.
- M. A clearing and grading plan must be submitted to the Development Engineering Section as part of the site development plans.
- N. All clearing and grading limits outside of the road easement/right-of-way shall be shown on the site development plans.



- O. All proposed accesses must be accurately depicted on the applicable plan and submitted to the Development Engineering Section for review and approval. The following information must be provided on the plans: distance from the proposed approach to the nearest side street, approach or intersection (on the opposite side of the street), two spot elevations at the edge of the existing pavement, measured distance from right-of-way line to existing edge of pavement, any above ground utilities within 50 feet of the approach and all applicable approach dimensions. The driveway must be constructed or placed under a \$4,310.00 financial guarantee prior to project approval. Provide the Auditor's Fee No. which gives the right to use the south access.
- P. The proposed project has a direct impact on the Washington State Department of Transportation's road system. A site plan shall be sent to the State by the applicant. All comments of the State will be considered by Pierce County prior to final site plan approval. A copy of the correspondence shall be submitted to Pierce County.
- Q. All private roads within and providing access to this project must conform to Ordinance 92-120, "The Pierce County Private Road and Emergency Vehicle Access Standards."
- R. Any work in the County right-of-way will require a permit.
- S. All comments from the Washington State Department of Transportation shall be considered by Development Engineering, but since this project is within the jurisdiction of Pierce County, Development engineering's decision as to approval, disapproval, or conditioning is final.
- T. Prior to issuance of a permit, the applicant will be required to submit a financial guarantee to the County to assure compliance with the provisions of the Site Development Regulations, the permit, and accepted plans.
- U. All fences, pillars, signs, structures, etc., must be located on private property and must not impair sight distance to the County road.
- V. Development proposals which are to utilize on-site sewage disposal must meet the density and lot size requirements (if applicable) of WAC 246-272 (The State Board of Health On-Site Sewage System Regulations) and Pierce County Board of Health Resolution 87-900 (On-Site Sewage Disposal Rules and Regulations) prior to preliminary plat approval. Any lot or lots incapable of supporting an on-site sewage disposal system must be combined with adjoining lots, or otherwise designated prior to final plat approval.
- W. Prior to approval of the water supply for this preliminary subdivision, a Certificate of Water Availability is required as per WAC 248-54 and Pierce County Ordinance 86-116S4.
- X. A final site plan incorporating all of the conditions referenced herein shall be approved in writing by the Pierce County Planning and Land Services Department within two (2) years of the effective date of the Hearing





NOTICE

Pursuant to Pierce County Code, this decision becomes final and conclusive on May 6, 1994, unless:

1. Reconsideration: Any aggrieved person feeling that the decision of the Examiner is based on errors of procedure or errors of misinterpretation of fact may make a written request for review by the Examiner. The request must be filed on forms provided by the Planning Department with a reconsideration fee as required by the Department of Planning and Land Services, and filed not later than 4:30 p.m. on May 3, 1994, with the Planning Department. This request shall set forth the alleged errors or misinterpretations, and the Examiner may, after review of the record, take such further action as he deems proper and may render a revised decision.

2. Appeal of Examiner's Decision: The final decision by the Examiner on:

1. Any land use matter within his jurisdiction other than a decision on the appeal of a decision of the Pierce County Environmental Official pursuant to the State Environmental Policy Act (SEPA) may be appealed to the Council by any aggrieved person directly affected by the Examiner's decision. Said appeal procedure is as follows:

(a) The appellant must file written notice of appeal with the Department of Planning and Land Services on forms provided by the Development Center with an appeal fee as required by the Department not later than 4:30 p.m. on May 6, 1994.

(b) Provided that if the Examiner was requested to reconsider the decision, then the appeal must be filed within ten (10) working days of the mailing of the Examiner's final order or decision on the reconsideration report. The notice of appeal shall concisely specify such error and/or issue which the Council is asked to consider on appeal.

2. An appeal of a decision of the Pierce County Environmental Official pursuant to the State Environmental Policy Act (SEPA) must be filed with a court of competent jurisdiction in accordance with the procedures and timeframes set forth in RCW 43.21c.080.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration or an appeal, please attach this page to the request or appeal.



TRANSMITTED this 22nd day of April, 1994, to the following:

APPLICANT: Tom and Donna Torrens  
P.O. Box 1819  
Gig Harbor, WA 98335

AGENT: Pac-Tech Engineering  
2601 South 35th Street, Suite 200  
Tacoma, WA 98409

LeaAnn Peterson  
5915 108th Street NW  
Gig Harbor, WA 98332

Peninsula Advisory Commission  
c/o Bill Pierce  
5801 28th Ave. NW  
Gig Harbor, WA 98335

Peninsula Advisory Commission  
c/o Joe Myers  
11106 36th Ave. NW  
Gig Harbor, WA 98335

PIERCE COUNTY PLANNING AND LAND SERVICES  
PIERCE COUNTY BUILDING DIVISION  
PIERCE COUNTY DEVELOPMENT ENGINEERING DEPARTMENT  
PIERCE COUNTY UTILITIES DEPARTMENT  
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT  
FIRE PREVENTION BUREAU  
PIERCE COUNTY PARKS AND RECREATION  
PIERCE COUNTY COUNCIL



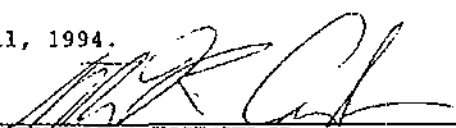
Examiner's decision for this proposal. There is no provision in the Development Regulations for an extension of this time period, therefore, failure to submit a final site plan within the time limit specified will automatically render all approvals granted herein null and void.

- Y. The following note shall be placed on the final development plans:  
"The open space areas, appearing on this plat shall be developed in accordance with the Development Regulations for the Gig Harbor Peninsula. No clearing, grading, fill or construction of any kind will be allowed within these tracts area except for the removal of diseased or dangerous trees and the placement of underground utility lines and supplemental landscaping. A diseased tree shall be defined as one that has a strong likelihood of infecting other trees or brush in the area or becoming dangerous as a result of the disease, as determined by an expert approved by Pierce County. A dangerous tree shall be any tree which, in the opinion of an expert approved by Pierce County (such as, but not limited to, an experienced landscaper), has a strong likelihood of falling in the event of a 60 mph wind."
- Z. The following note shall appear on the final development plans:  
"No logging, clearing, grading or filling shall be conducted on the property until such time as erosion control and storm water drainage plans have been approved by the Development Engineering Section. Subsequent to said approval, tree removal, clearing, grading and filling shall be limited to those areas reasonably necessary to construct roads and utilities, and to clear building envelopes. This restriction shall not be read to prohibit or limit tree removal or vegetation clearing by lot purchasers where applicable."
- AA. Any abandoned well (as defined by WAC 173-160) must be properly "decommissioned" prior to final application approval. The Tacoma-Pierce County Health Department must be contacted 48 hours prior to any decommissioning activity at the site.
- AB. The Tacoma-Pierce County Health Department recommends that the proposed storm water system must meet or exceed the design standards outlined in the Washington State Department of Ecology's Storm Water Management Manual for the Puget Sound Basin.

DECISION:

The request for site plan approval for the Sculpture Design manufacturing facility located at 5926 Sehmel Drive NW is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 22<sup>nd</sup> day of April, 1994.

  
STEPHEN K. CAUSSEAU, JR.  
Hearing Examiner



TRANSMITTED this 22nd day of April, 1994, to the following:

APPLICANT: Tom and Donna Torrens  
P.O. Box 1819  
Gig Harbor, WA 98335

AGENT: Pac-Tech Engineering  
2601 South 35th Street, Suite 200  
Tacoma, WA 98409

LeaAnn Peterson  
5915 108th Street NW  
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Peninsula Advisory Commission  
c/o Bill Pierce  
5801 28th Ave. NW  
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PIERCE COUNTY PLANNING AND LAND SERVICES  
PIERCE COUNTY BUILDING DIVISION  
PIERCE COUNTY DEVELOPMENT ENGINEERING DEPARTMENT  
PIERCE COUNTY UTILITIES DEPARTMENT  
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT  
FIRE PREVENTION BUREAU  
PIERCE COUNTY PARKS AND RECREATION  
PIERCE COUNTY COUNCIL





# PIERCE COUNTY

2401 S. 35th. St.  
TACOMA, WA. 98409

-Permit Issue Date  
940927

---Permit No.---  
181586

## Site Development Permit

Issued by Pierce County giving: TORRENS THOMAS N & DONNA J  
permission according to approved plans, application, and restrictions  
on record to: SPR12-93 FOR TORRENS SCULPTURE DESIGNS SHOP &  
STUDIO

Project Name: SCULPTURE DESIGN

Site Address: SEHMEL RS

RTSQQ: 01223613  
Parcel: 0122361067

### Property

Owner: TORRENS THOMAS N & DONNA J  
PO BOX 1741  
GIG HARBOR WA 98335

Applicant: PAC TECH  
2601 SO 35TH STE 200  
TACOMA WA 98409

Bus: (206) 473-4491

-----Fee Description-----	--Quantity--	-----Value-----
Commercial Dev		
Base fee	1	248.40
.02 per Sq Ft	15681	313.62
	Total fees =	562.02
	Base permit fee =	562.02
	Total Permit Amount =	562.02
		=====
	Total fees =	562.02
	Total paid =	562.02-
		=====
	Balance Due =	.00

No special instructions.

Issuance of a permit by Pierce County does not imply or signify that the proposed work complies with the requirements of or is allowed by other County ordinances, regulations or requirements, or state or federal laws. Applicant agrees to accept sole responsibility and liability for compliance with all state, federal and local rules, requirements, laws, ordinances and regulations.

CONTINUED ON PAGE 2

FOR INSPECTIONS CALL: 591-7250



# PIERCE COUNTY

2401 S. 35th. St.  
TACOMA, WA. 98409

-Permit Issue Date

940927

---Permit No.---

181586

## Site Development Permit

PAGE 2

- 1) Issuance of a permit by Pierce County does not imply or signify that the proposed work complies with the requirements of or is allowed by other County ordinances, regulations or requirements, or state or federal laws. Applicant agrees to accept sole responsibility and liability for compliance with all state, federal and local rules, requirements, laws, ordinances and regulations.
- 2) The permit must be posted by the developer at the driveway location for the duration of construction activity. The developer will be responsible for the weather proofing of the permit, posting apparatus, and maintenance.
- 3) When work occurs on a site not under the control or ownership of the applicant, the property owner must sign the application and agree to be responsible for all work that occurs on the property.
- 4) A site development permit shall be valid for three years from the date of approval by the County. A one year extension may be granted if deemed appropriate by the County.
- 5) The County is authorized to make inspections and take such actions as required to enforce these regulations. The County representative shall present proper credentials and make a reasonable effort to contact the property owner before entering onto private property.
- 6) Should the County become aware of conditions that invalidate the original design data used to obtain the permit or determine that the applicant is not complying with the conditions of the permit or approved plans, the County may revoke the original permit and/or order work stopped on the project. The County may require applicant to resubmit information or plans for review and approval and apply for a new permit.
- 7) The County may remove, correct, or replace any improperly constructed facility, structure, or portion thereof which was allowed through an issued site development permit, and all expenses incurred by the County shall be paid by the property owner or applicant. If Pierce County is required to bring an action to recover such costs, the County will recover reasonable attorney's fees and interest at twelve percent per annum to run from the date work was completed by the County. Applicants must agree to this provision as a condition of issuance any permit authorized by these regulations.
- 8) The County shall be responsible for the inspection and acceptance of all clearing and grading work and erosion and sedimentation control facilities. The applicant shall notify the County forty-eight hours in advance of each required inspection.  
Inspection #1 - Installation of erosion control facilities/prior to clearing.  
Inspection #2 - Completion of clearing.  
Inspection #3 - Upon completion of excavation, filling, and earthwork.  
Inspection #4 - Completion of project.  
Inspection #5 - Work in County right-of-way.

\_\_\_\_\_  
Signature of applicant





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** *MH*  
**SUBJECT: RENEWAL OF CHAMBER OF COMMERCE LEASE**  
**DATE: OCTOBER 5, 1995**

#### **INFORMATION/BACKGROUND**

The lease which the City holds with the Chamber of Commerce for the Bogue Building is up for renewal. Proposed terms envision a similar five year term and an increase in the period of notice for termination from six months to twelve months. The City charges the Chamber no rent. The consequent support of the Chamber, as articulated through the proposed lease agreement, remains a level of support that is normal to relationships between cities and Chambers of Commerce throughout the State.

#### **POLICY CONSIDERATIONS**

On one hand, the proposed lease is a continuation of a long-standing use of the building. On the other hand, the Chamber is interested in purchasing the Bogue Building at its market value. The building, if sold, could contractually guarantee provision for open public use, with a reverter clause should such use be discontinued. Council might consider this sale to relieve the taxpayer of the maintenance burden of the building and to place the proceeds of the sale into the Property Acquisition Fund, proposed for the 1996 budget. These funds could be eventually used for the purchase of the historic Harbor Heights property. Sale of the Bogue Building is open to the City Council's discretion. Fundamentally, there are no legal restrictions to such a transaction.

#### **FISCAL CONSIDERATIONS**

The proposed lease provides no income for the maintenance of the Bogue Building.

The Bogue Building represents dispensible operational value to the city. The city already possesses alternative space possibilities of equal operational utility. The principal value of the building is for public meeting space. **Under lease or through sale, the city's principal value in the building can be retained.**

#### **RECOMMENDATION**

Staff recommends approval of the attached lease or sale of the building at a price determined by the city.

**CITY OF GIG HARBOR  
AND  
CHAMBER OF COMMERCE  
LEASE AGREEMENT**

**SECTION I - PARTIES TO THE LEASE AGREEMENT**

The parties to this lease agreement are the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "Lessor"), and the Gig Harbor/Peninsula Chamber of Commerce, a non-profit corporation (hereinafter referred to as "Lessee").

**SECTION II - PURPOSE**

The purpose of this agreement is to lease the premises legally described on that document identified as Attachment "A", Space "A", attached hereto and made a part of hereof by reference, upon the terms and conditions set forth herein.

**SECTION III - CONSIDERATION**

The consideration for this agreement is the mutual promises and covenants contained herein, and the legal benefits and detriments arising here from.

**SECTION IV - LEASE AGREEMENT**

1. **Terms of Lease** - This lease shall be for a term of five (5) years commencing February 1, ~~1991, 1996~~, and ending January 31, ~~1996, 2001~~. Upon expiration of this lease, Lessee shall have first right of refusal to renew, subject to negotiation of lease payments, and additional terms and conditions satisfactory to the parties. Written notice of intent to renew must be furnished Lessor ninety (90) days prior to expiration of the lease.

Lessor may deny lease renewal by Lessee if Lessee has not complied strictly with all the terms and conditions of this lease. Lessee shall surrender the premises to Lessor immediately upon termination of the lease.

2. **Lease Payments/Considerations** - Lessee shall pay Lessor no Dollars (\$0.00) per month for the lease of the premises. In consideration of the Lessor leasing the premises to the Lessee, the Lessee shall perform the following services for the city: Tourism information center, economic development and management of the property.
3. **Services in Lieu of Lease Payment.**

**The Lessee shall:**

- A. Accommodate the merchants and tourists by maintaining customary business hours Monday through Friday, year around, and on Saturdays during summer months at

Lessee's discretion.

- B. Maintain entry, sidewalk and deck area in a safe and clutter-free manner.
- C. Provide a scheduling calendar for the purpose of making reservations for the community space, Attachment "A", Space "B", and manage the scheduling and use of the premises.
- D. Post rules governing the use of community spaces.
- E. Pay all utilities, except sewer and water.
- F. Provide all custodial services and supplies for the leased interior space, community room and restrooms; including light bulbs, paper towels and toilet paper.
- G. Provide keys to community room users with a sign-out system and collection of a refundable deposit.
- H. Pay the cost of any further renovation in the leased area.
- I. Fly the American Flag during business hours.
- J. Maintain exterior plantings and grounds.

The Lessor shall:

- A. Maintain parking area.
  - B. Maintain building exterior and repairs.
  - C. Provide renovation in the community room.
  - D. Maintain a mechanical properties of the heating system.
  - E. Provide rules governing the use of the community space.
  - F. Provide sewer water services.
4. Use of Premises - Lessee shall use the leased premises only for Chamber of Commerce activities and public services benefiting the Gig Harbor Peninsula community and shall not be of a religious, partisan political, or commercial nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the lease. Lessee shall not use or permit the premises, or any part thereof, to be used for any purposes other than those set forth herein. Lessee shall neither permit on the premises any act or storage that may be

prohibited under standard forms or fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in waste on the premises, or a public or private nuisance. Lessee shall comply with all governmental regulations and statutes affecting the premises either now or in the future.

5. Common Areas - If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor's rules and regulations pertaining to the parts of the building that are in common use by tenants.
6. Signs - All signs or symbols placed by Lessee upon any exterior part of the building, shall be subject to Lessor's prior written approval. Lessor may demand, the removal of signs which are not so approved, and Lessee's failure to comply with said request within forty-eight (48) hours will constitute a breach of this paragraph and will entitle Lessor to terminate this lease or, in lieu thereof, to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this Lease, Lessee shall remove all signs placed by it upon the premises, and shall repair any damages caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.
7. Permits - The responsibility for obtaining all federal, state and local permits required for the improvement and use of the lease premises shall reside with the Lessee.
8. Compliance with Applicable Laws - The Lessee agrees to comply with all applicable laws, rules, regulations, and ordinance of every governmental agency or body whose authority extends to the control of the use of the leased premises and/or the business to be conducted on the leased premises.
9. Maintenance and Management of Leased Premises - Lessee shall, at all times during the lease and at its own cost and expense, repair and maintain in a good, safe and substantial condition, the interior of Space "A" of the leased premises and shall use all reasonable precaution to prevent waste, damage, or injury to the premises. Lessee shall also be responsible for managing the use of Space "B" of the leased premises as provided and regulated by the Lessor. The Lessee will return the premises to the Lessor in good condition, ordinary wear and tear excepted, and maintain the premises in a good, safe, and substantial condition.
10. Alterations - After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at its sole cost and expense. In the performance of such work Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this lease and upon Lessor's request or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed may be removed by the Lessor at Lessee's expense.



11. Inspection by Lessor - The Lessor may enter upon the leased premises at any reasonable time for the purpose of inspecting the same for compliance with the terms of the lease, but nothing herein shall be construed as imposing any obligation on Lessor to perform any such work.
12. Liens - Lessee shall not suffer or permit any lien to be filed against the leased property or any part thereof or the Lessee's leasehold interest, by reason of work labor, services or materials performed or supplied to Lessee or anyone holding the premises or any part thereof under the Lessee. If any such lien is filed against the leased premises or Lessee's leasehold interest, Lessee shall hold the Lessor harmless from any loss by reason of the lien and shall cause the same to be discharged of record within thirty days after the date of filing of same.
13. Liability - Lessee agrees that Lessor shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Lessee or by any other person on the leased premises including any claims caused by or arising from the conditions or maintenance of any part of the premises. Lessee hereby waives all claims therefor and agrees to indemnify Lessor against any such loss, damage or liability, or any expense incurred by Lessor in connection therewith.

In addition, the Lessee shall, at its own expense, maintain liability insurance with a reputable insurance company or companies, approved by the Lessor, in an amount not less than the liability insurance limits of the Lessor's coverage. The Lessor shall be named as an additional insured with respect to all claims arising out of Lessee's operations. Such policy shall include an endorsement specifying that such coverage shall be primary over any other valid and collectible insurance. A copy of the insurance policy shall be given to the Lessor within thirty (30) days of the inception of this lease and the policy shall be renewed and be in full force and effect at all times during the term of this lease.

14. Termination - The occurrences of any of the following events shall be deemed a breach of this lease, namely: if Lessee shall made an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or under any other law for the relief of debtors; or if any involuntary petition is filed against Lessee under any such law and is not dismissed within sixty days after filing; or if a receiver be appointed for the property of Lessee and is not discharged or removed within sixty days; or if any department of any government or any officer thereof shall take possession of the business or property of Lessee; or if the Lessee is adjudicated a bankrupt.

If Lessee shall default in performance of any of Lessee's obligations under this lease or shall violate any term or provision of this lease, Lessor may, upon giving Lessee any notice required by law and this agreement, terminate this lease and upon such termination Lessee shall quit and surrender the premises to Lessor, but the Lessee shall remain liable as herein provided.

The Lessor or Lessee may terminate this lease agreement at its discretion without cause by

providing the other party with ~~six (6)~~ twelve (12) months notice of termination.

If this lease shall be terminated as herein provided. Lessor may immediately or at any time thereafter reenter the premises and remove any and all persons and property therefrom, by any suitable proceeding at law or otherwise, without liability therefore, and reenter the premises, without such reentry diminishing Lessee's obligation to pay rental for the full term hereof, and Lessee agrees to pay Lessor any deficiency arising from reentry and reletting of the premises at a lesser rental than provided herein. Lessor shall apply the proceedings of any reletting first to the payment of such reasonable expenses as Lessor may have incurred in recovering possession of the premises, and removing persons and property therefrom, and in putting the same in good order or condition or preparing or altering the same for reletting, and all other expense incurred by Lessor for reletting the premises; and then to Lessee's obligation to pay rental.

15. Notices - All notices required or desired to be given under this lease shall be personally served or given by mail. If mailed, they may be sent by certified mail to the following respective address:

To the City:           City of Gig Harbor  
                              3105 Judson Street  
                              P.O. Box 145  
                              Gig Harbor, WA 98335

To the Lessee:        Gig Harbor/Peninsula Chamber of Commerce  
                              3125 Judson Street  
                              Gig Harbor, WA 98335

16. Assignment and/or Subletting - No part of the premises leased shall be sublet or assigned to other than responsible persons approved by the City for any use whatsoever. Copies of all agreements between the Lessee and any sublease or assignee or any other party relating in any way to the use of the leased premises shall be filed with and approved by the City of Gig Harbor, provided that the interests of the Lessee shall not be transferred or alienated without obtaining the prior approval of the Lessor, as above provided for subleasing or assignment, it being the intent that the Lessee shall not alienate, sublease, or assign a possessor interest in the premises, either directly or by other transfer, without the prior approval of the Lessor; provided further that said approval shall not be unreasonably withheld; and provided further that the foregoing provision shall not relieve the Lessee of its obligations under this lease if the sublease should breach the provisions of the lease; and further that the city shall consent in the event of a transfer occasion by operation of law.

17. Employees and/or Agents - The employees or agents of the Lessee shall not be considered employees or agents of the Lessor.

- 18. Entire Agreement - This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.
- 19. Legal Fees and Costs - The Lessee and/or Lessor agrees to pay all its legal fees and costs necessitated by either failing to comply with the provisions of this agreement, including but not limited to notices, commencement and prosecution of litigation, appeals from adjudicated disputes, and legal fees and costs arising from third party actions against the Lessor arising from acts or omissions of the Lessee related to this agreement.
- 21. Taxes and Assessments - Lessee promises to pay when due all taxes levied upon or assessed against Lessee's property.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_.

LESSOR:  
CITY OF GIG HARBOR

LESSEE:  
CHAMBER OF COMMERCE

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

\_\_\_\_\_  
President

ATTEST:

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

State of Washington )  
  ) ss.  
County of Pierce        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GRETCHEN A. WILBERT, to me known to be the Mayor of the City of Gig Harbor, a Washington municipality, that executed the foregoing instrument, and acknowledge that the said instrument to

be the free and voluntary act and deed of said corporation, for the uses and purpose therein mentioned, and on oath stated that she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
(print name)  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires \_\_\_\_\_

## ATTACHMENT 'A'

### RULES GOVERNING USE OF THE COMMUNITY ROOM

1. Reservations for use of the public space shall be made through the Chamber of Commerce office; groups or organizations desiring to use the premises, shall be scheduled on the calendar.
2. Groups using the community room shall leave it in the same, or better condition than when it was received. All garbage shall be deposited in trash receptacles outside the building. Furniture shall be arranged in an orderly manner.
3. Keys may be checked out to a responsible person. Name, address and phone, plus a refundable deposit of \$10.00 is required.
4. No alcoholic beverage consumption or smoking is allowed on the premise.
5. All electrical appliances should be unplugged following use.
6. Turn off all but one light before leaving the public area and lock all doors when leaving. Turn heat down to \_\_\_\_\_.
7. User groups during regular business hours shall be considerate of other users within the building. All users shall maintain a business/professional noise controlled atmosphere.

#### Users Fees for the Public Community Rooms:

1. User fees shall not be charges to non-profit community service clubs, youth, charity, schools, and senior groups or health services, human services and city services.
2. Business seminars and other private gatherings not open to the general public shall pay a user fee of \$25 for two (2) hours plus \$10 for every hour thereafter. Such events can occur only as a secondary priority to those groups mentioned above. Fees may be retained by the Lessee to fund projects of benefit to the City, e.g. flower baskets, or applied for maintenance of the facility, at Lessee's discretion.
3. If a user request falls into a questionable category as judged by the Lessee, the Mayor, or City Administrator, the City will request direction from Council.



RECEIVED

NOV 13 1995

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

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

11-7-95

SPECIAL OCCASION #071561

CLASS: GJ

NORTH AMERICAN GYMNASTICS BOOSTER  
2905 JAHN AVE NW  
GIG HARBOR, WA

DATE/TIME: FEBRUARY 3, 1996 6PM TO 11PM

PLACE: GIG HARBOR YACHT CLUB

CONTACT: BETTY PERRY 752-9833

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 II 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 II 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







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

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

## MAYOR'S REPORT

### HOLIDAY CELEBRATION

The City is pleased to once again coordinate the annual Community Tree Lighting, Arrival of Santa, and Winter Feast for the Birds. The events will take place Friday, December 1st at Jerisich Park between 5 pm and 7 pm.

The theme for the occasion will again focus on the Scandinavian custom of feeding the birds in winter. Jim Ulrich of Wild Birds Unlimited and his "elves" will assist the children in creating decorations and placing them on the tree. Children of all ages will sprinkle the new little Noble Fir with millet to bring the light forth.

We cordially invite you again to be a very important part of our program with special music, a sing-a-long, the lighting of the tree and the arrival of Santa.

We look forward to sharing this special part of the season with you.



**ARRIVAL OF SANTA, WINTER FEAST FOR BIRDS,  
AND  
LIGHTING OF THE COMMUNITY TREE**

**Friday, December 1st - 5 p.m. to 7 p.m.**

- 5:00 - 7:00 p.m. - Hot Beverages & Cookies by ALTRUSA
- 5:15 - 6:45 p.m. - Music & Singalong - Gig Harbor H.S. & Peninsula High School Choirs
- 5:15 - 5:55 p.m. - Bird Food Decoration Workshop  
*Children place decorations on the tree*
- 6:00 p.m. - On the count of three, all participants will gently sprinkle millet on the tree...  
then the lights come on!
- 6:05 p.m. - Santa arrives by firetruck and is escorted to his throne.
- 6:10 - 6:45 p.m. - Santa will have a candy cane for each child.

*Note of Interest:*

*The Gig Harbor Public Works Crew found a new home in another city park for the Noble Fir damaged by vandals. Peninsula Gardens graciously donated a replacement for Jerisich Park to enable us to continue the tradition.*

Our thanks go to the following for their help and assistance to celebrate the Annual Arrival of Santa in Gig Harbor, Winter Feast for Birds, and the Lighting of the Tree:

**Altrusa Club of Gig Harbor  
Peninsula Gardens  
George Borgen  
Peninsula Light Company  
Gig Harbor High School Music Department  
Peninsula High School Music Department  
Wild Birds Unlimited  
Chesapeake Bagel Company  
Harbor Bread Company  
Keith Uddenberg Thriftway  
Volunteers of Fire District #5  
City of Gig Harbor Public Works Department  
Gig Harbor Police Explorers, Reserves, & Officers**

