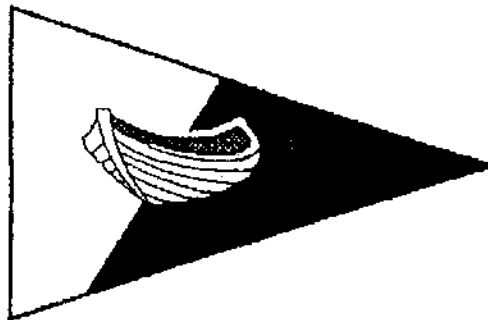


**GIG HARBOR
CITY COUNCIL MEETING**



FEBRUARY 28, 1994

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
FEBRUARY 28, 1994**

PUBLIC COMMENT/DISCUSSION:

SPECIAL PRESENTATION: Dr. Frederico Cruz - P.C. Health Department

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

OLD BUSINESS:

1. Second Reading - Business License Ordinance and Fee Resolution.
2. OCS Contract - Municipal Court & G.H. Police.
3. Little League Agreement.

NEW BUSINESS:

1. Utility Extension Capacity Agreement - Gig Harbor Retirement Center.
2. First Reading - Amendment to Zoning Code - Fencing Standards.
3. Hearing Examiner Recommendation - SPR 93-05 Heartwood Homes (15-unit motel).
4. Request to Extend Preliminary Plat - Silverwood (Michael Crum.)
5. Request to Amend Site Plan 93-02 - Gig Harbor Car Wash II.
6. Resolution - Public Works Small Works Roster.

DEPARTMENT DIRECTORS' REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: Discussion of a legal matter - approximately 15 minutes.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 14, 1994

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

PUBLIC COMMENT:

PUBLIC HEARING: Resolution - Six Year Transportation Plan.

Ben Yazici introduced the Resolution updating and adopting the Six-Year Transportation Plan. He gave a brief explanation of the changes to this year's plan and an overview of each project. He added he had left out the Harborview Street End project and asked Council to make a motion to include this project. Carol Morris, legal counsel, suggested modification of the language in the last paragraph because all projects, except the Jerisich Dock Extension, are exempt from SEPA review.

MOTION: Move we include the Harborview Street End Project to the 1994 Public Works Six-Year Transportation Plan.
Platt/Stevens Taylor - unanimously approved.

Mr. Yazici introduced John Hubbard, Senior Planner for Pierce Transit. Mr. Hubbard asked that the expansion to the Park 'N Ride lot on Kimball Drive be added to the Six-Year Plan. They are planning to enlarge the current 165 spaces to 300 parking spaces, add a bus platform to accommodate up to 5 buses, and update signalization in adjacent intersections to make it easier for buses to get in and out of the facility.

Mr. Yazici told Council that typically other jurisdiction's projects are not included in the city's six-year plan, but because of the Wollochet Interchange project, a joint funding package is being sought. He added that the project name, Pioneer Way Improvements, would need to be changed to Pioneer Way / Kimball Drive Improvements to include the Park 'N Ride expansion, and the narrative rewritten to include that the expansion is primarily Pierce Transit's responsibility.

MOTION: Move we make the amendment to the Six-Year Transportation Plan, Section 3 - Pioneer Way Improvements, to include Kimball and the Park 'N Ride.
Platt/Stevens Taylor - unanimously approved.

MOTION: Move approval of Resolution 405 with amendments as recommended by legal counsel.
Platt/Stevens Taylor - unanimously approved.

CALL TO ORDER: 7:23 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the last council meeting as submitted.
Markovich/Stevens Taylor - unanimously passed.

CORRESPONDENCE: None presented.

MAYOR'S REPORT: Emergency Preparedness for City Businesses.

Mayor Wilbert introduced Ray Zimmerman, Chairman of the Gig Harbor/Key Peninsula Emergency Preparedness Committee, who gave a description of the one-hour information sessions being presented to city business owners and managers to help prepare for an emergency. He in turn introduced Len McAdams, Chairman, Building and Structures Sub-Committee, who gave an overview of the Rapid Visual Screening program being offered. This service is being performed on "critical buildings" to assess their stability.

Mayor Wilbert encouraged Councilmembers to attend one of the four upcoming preparedness sessions.

OLD BUSINESS:

1. Second Reading - Updated Fee Schedules for Land-Use/Building Permits Ordinance. Ray Gilmore presented the second reading of this ordinance to update fees associated with land-use and building permit applications, and answered Council's questions. Councilman Ekberg suggested language be inserted to provide for an annual update of the fee schedule.

MOTION: Move adoption of Ordinance 664 with addition of annual review language.
Platt/Ekberg - unanimously approved.

MOTION: Move adoption of Resolution 406 establishing fees for land use planning and building applications and permits pursuant to Ordinance 664 just adopted.
Markovich/Stevens Taylor - unanimously approved.

2. Second Reading - 1994 Salary Schedule Ordinance.
Tom Enlow introduced the second reading of this ordinance that reflects the salary ranges approved in the Guild Contract.

MOTION: Move adoption of Ordinance 665.
Markovich/Platt - unanimously approved.

NEW BUSINESS:

1. Kitsap County Jail Services Contract. Molly Towslee introduced this contract and Carol Morris explained the suggested changes to the contract regarding medical and health care for

confined persons pursuant to Chapter 70.48 of the RCWs, indemnification language, and requirements for filing this interlocal agreement.

Chief Richards said he didn't feel much time or money should be spent on this contract, as this facility was rarely used.

MOTION: Move we discontinue this contract with Kitsap Jail.
Platt/ no second to the motion.

Councilman Markovich stated he liked the idea of an alternative to the Pierce County Jail, and because most of the work on the contract had been completed, he suggested this be tabled until the details regarding the suggested language from legal counsel had been worked out with Kitsap officials. Councilman Platt withdrew his motion.

MOTION: To table this contract until the details can be worked out with Kitsap County and language can be drafted.
Markovich/Platt - unanimously approved.

2. OCS Services Contract. Tom Enlow presented this software support services contract for the municipal court. Council had several questions regarding the frequency of usage and suggested that Catherine Washington, Municipal Court Administrator, come to the next council meeting to answer questions regarding this contract. Carol Morris suggested language be added regarding liability insurance, confidentiality, and a sufficient indemnity clause.

MOTION: To table this contract until the next council meeting when Catherine Washington can explain the use.
Ekberg/Platt - unanimously approved.

3. East/West Road Resolution. Mayor Wilbert introduced this resolution supporting Alternative 3 of the Pierce County plan for an east/west corridor between Crescent Valley and the Swede Hill Interchange. Several suggestions were made for changes to the resolution making it read more positively.

MOTION: Move adoption of Resolution 407 as amended.
Platt/Stevens Taylor - unanimously approved.

4. East/West Road, Preformation Expenditure. Ben Yazici explained the concept of a Preformation Expenditure Agreement to be executed with the Gig Harbor North property owners. The agreement will not obligate the city to either form an LID nor to reimburse the property owners for any expenses incurred in the event an LID is not formed, but would encourage the developers to continue their preliminary design work project. The agreement will indicate that the city will only consider the formation of an LID for the 112th Street connection. He introduced Mr. LaViollette from Parametrix, Inc., who has been hired by

Thompson Properties Four, as a consultant for this project. Council directed Mr. Yazici to proceed to develop and execute a Preformation Expenditure Agreement with the Gig Harbor North property owners.

5. Eden System Support Agreement. Tom Enlow presented this contract for technical support for the city's accounting software and answered questions. Carol Morris told Council she had the same concerns as with the OCS Contract regarding insurance and indemnification.

MOTION: Move approval of this software support agreement with Eden Systems conditioned upon inclusion of the modifications suggested by legal counsel. Markovich/Picinich - four voted in favor. Platt voted against.

6. First Reading - Business License Ordinance. Molly Towslee introduced this ordinance which would refine the business licensing process and combine the licensing regulations under one title. This ordinance would also allow the alteration of business licensing fees by resolution. The ordinance will return at the next council meeting, with a fees resolution, for a second reading.

7. Surveying Equipment Purchase. Ben Yazici explained the need for a new surveying transit station, and asked Council to authorize the transfer of funds that have budgeted for design of the Harborview Drive street end project to purchase the equipment. He explained that with the new equipment, the project could be surveyed by the Public Works Department rather than hiring an outside consultant.

MOTION: Move we authorize the transfer of the money allowing the purchase of the surveying equipment.
Platt/Picinich - unanimously approved.

8. Wollochet Interchange Avenue Improvements. Ben Yazici explained the scope of the project and named the various agencies that have agreed to work together to obtain grant funding which would cost approximately \$1,000,000. Pierce Transit, who originally agreed to be the lead agency, found they were not a state certified agency, so the City of Gig Harbor will be the lead agency. Pierce County Fire District 5 is committing \$25,000, Pierce Transit has committed \$90,000, and financial participation by proposed business owners along Kimball is anticipated at approximately \$7,000. Mr. Yazici asked Council to approve the commitment, and authorize the Mayor to provide a financial participation letter in the amount of \$25,000 to be included in the grant application. He explained these funds would not be spent in 1994, but if the grant application is successful, the adjustments would be made in the 1995 budget.

MOTION: Move to authorize the Mayor to send a financial participation letter in the amount of \$25,000 to be spent in 1995 for the Wollochet Interchange area improvements.
Stevens Taylor/Platt - unanimously approved.

9. Surplus Equipment - Public Works. Ben Yazici asked Council to approve a resolution declaring a list of materials and equipment as surplus and eligible for sale.

MOTION: Move we adopt Resolution 408.
Ekberg/Stevens Taylor - unanimously approved.

10. Liquor License Renewal - The Keeping Room. No action required.

DEPARTMENT DIRECTORS' REPORTS:

1. Planning/Building. Ray Gilmore gave an update on the Shoreline Master Program. He announced the next meeting with the Department of Ecology, Department of Fisheries, and the Department of Natural Resources had been scheduled for March 3rd. The meeting is to address their concerns on the city's updated Shoreline Master Program.

Mr. Gilmore passed out sample client assistant memos currently being developed by the Planning/Building staff to help citizens through the permitting process. He stated these informational brochures would be available for distribution over the next several months.

2. Police Department. Chief Richards announced that the "Are You O.K.?" program was up and running. He added that he has two new Reserve Officers that will be sworn in at the next council meeting.

APPROVAL OF BILLS:

MOTION: To approve Bill Vouchers #11744 through #11857 less #11747 and #11750, in the amount of \$83,956.97.
Platt/Stevens Taylor - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To approve Payroll Warrants #9375 through #9483, less #9374, #9406, and #9454, in the amount of \$160,640.96.
Platt/Stevens Taylor - unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:30 p.m.
Stevens Taylor/Markovich - unanimously approved.

Cassette recorder utilized.
Tape 340 Side B 060 - end.
Tape 341 Side A 000 - end.
Tape 341 Side B 000 - end.
Tape 342 Side A 000 - end.
Tape 342 Side B 000 - 186.

Mayor

City Administrator



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: BUSINESS LICENSE ORDINANCE
DATE: FEBRUARY 16, 1994

INTRODUCTION/BACKGROUND

Attached is the second reading of an ordinance which refines the business licensing process. The current code is incomplete in several areas in regards to business licensing, and the licensing process is referenced in two different locations in the code. This ordinance will combine the licensing regulations under one title.

Suggestions made by legal counsel at the first reading of the ordinance have been incorporated.

POLICY

This policy format provides for the alteration of business license fees by resolution. References to non-transferability, disclaimers of city liability, prohibited uses, general qualifications, procedures for approval or denial, or for suspension or revocation are all explicit in this new ordinance, whereas the existing ordinance is vague and cursory.

RECOMMENDATION

This is the second reading of this ordinance. Recommend approval of ordinance and accompanying fee resolution. The related fee resolution is attached and requires a separate motion.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GENERAL BUSINESS LICENSING, DESCRIBING THE PROCESS FOR BUSINESS LICENSING APPLICATION, REVIEW, APPROVAL, AND APPEALS, SETTING FEES FOR INITIAL APPLICATION AND RENEWAL, DEFINING VIOLATIONS AND PROVIDING PENALTIES; AMENDING GIG HARBOR MUNICIPAL CODE TITLE 5 TO ADD A CHAPTER 5.01; AND REPEALING GHMC SECTIONS 3.16.030; 3.16.031; 3.16.040; AND 3.16.080; AND REPEALING GHMC SECTION 5.12 - MERCHANT PATROLMEN PURSUANT TO RCW 18.170.140.

WHEREAS, the City of Gig Harbor has inadequate guidelines for the regulation and licensing of business and occupations, and

WHEREAS, it is necessary to establish these guidelines for the purpose of insuring adherence to municipal regulations, and

WHEREAS, in order to insure uniformity in licensing, and to be more administratively efficient, these guidelines will appear in whole under Title 5 Business and Occupation Licenses and Regulations rather than under Title 3 Chapter 3.16 Business and Occupation Tax; and

WHEREAS, the State has preempted the licensing of Security Guards and Merchant Patrolmen pursuant to RCW 18.170.140, it is necessary to repeal Chapter 5.12 of the Gig Harbor Municipal Code;

NOW, THEREFORE,

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

Section 1. Chapter 5.01 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Chapter 5.01

PURPOSE AND POLICY

Sections:

5.01.010 Definitions.

5.01.020 Requirements.

5.01.030 Exemptions.

- 5.01.040 Transferability.**
- 5.01.050 Disclaimer.**
- 5.01.060 Prohibited Use.**
- 5.01.070 General qualifications.**
- 5.01.080 Application procedure.**
- 5.01.090 Renewal.**
- 5.01.100 Businesses outside city limits.**
- 5.01.120 Approval or denial.**
- 5.01.130 Suspension or Revocation.**
- 5.01.140 Exercise of power.**
- 5.01.150 Violation - Penalty.**
- 5.01.160 Civil action.**
- 5.01.170 Severability.**

5.01.010 Definitions. For the purposes of this Chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein.

- A) "Business" included all activities, occupations, pursuits or professions located and/or engaged in within the city with the object of gain, benefit or advantage to the licensee or to another person or class, directly or indirectly, whether part-time or full-time. Each business location shall be deemed a separate business. Utility companies are defined as businesses.
- B) "Person" means any individual, firm, partnership, company, corporation, association, receiver, assignee, trust, estate, joint venture, group, joint stock company, business trust, society or any group of individuals acting as a unit.
- C) "Licensee" means any business granted a business license by the city.
- D) "Premises" includes all lands, structures and places, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.
- E) "City license officer" is the City Administrator or his/her designee.

5.01.020 Requirements. It is unlawful for any person, firm, or corporation to engage in or carry on within the city any business, profession, trade or occupation designated in this chapter without first having obtained from the city a license to do so. All licenses issued pursuant to the provisions of this ordinance shall be posted in a prominent location at the premises where the license business, profession, trade or occupation is carried on. In addition to the business license other permits or licenses may be required for certain businesses.

5.01.030 Exemptions. All businesses operated not-for-profit shall be exempt from paying a business license fee upon application and satisfactory proof to the city license officer of said

not-for-profit status.

5.01.040 Licenses not transferable. No license issued under the provisions of this chapter shall be transferable or assignable. When a business changes ownership, or upon substantial change in the type of business operated, a new business license shall be required.

5.01.050 Disclaimer of city liability. Issuance of a license pursuant to this chapter does not constitute the creation of a duty by the city to indemnify the licensee for any wrongful acts against the public, or to guarantee the quality of goods, services or expertise of a licensee. The issuance of a license does not shift responsibility from the licensee to the city for proper training, conduct or equipment of the licensee or his agents, employees or representatives, even if specific regulations require standards of training, conduct or inspection.

5.01.060 Prohibited use. A license hereunder shall not be issued to any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the City of Gig Harbor or of the statutes of the State of Washington. The granting of a business license shall in no way be construed as permission or acquiescence in a prohibited activity or other violation of the law.

5.01.070 General qualifications of licensees. No license shall be issued, nor shall any license be renewed, pursuant to the provisions of this chapter to:

- A) An applicant who is not 18 years of age at the time of the application, unless he shall obtain the written consent of said applicant's parent or guardian to make said application, together with a covenant on behalf of said parent or guardian that he or she will be responsible for a guarantee of performance of the minor making application;
- B) An applicant who has had a similar license revoked or suspended, pursuant to Section 5.01.130, or its predecessor;
- C) An applicant who shall not first comply with the general laws of the state;
- D) An applicant who seeks such a license in order to practice some illegal act or some act injurious to the public health or safety;
- E) Any person who is not qualified under any specific provision of this title for any particular license for which application is made.

Any person, including city officials, may submit complaints or objections to the city license officer regarding the application for any license, and the city license officer is additionally authorized to request and receive information from all city departments as will tend to aid him in determining whether to issue or deny the license. Such information shall be confidential unless a hearing is requested on the application, or if the applicant shall request the information in writing. All

information, complaints or objections shall be investigated and considered by the city license officer prior to issuing, denying or renewing any license.

5.01.080 Application Procedure.

- A) The city license officer is authorized to prepare a schedule of fees for general business licenses issued, and when approved by the city council by resolution, such schedule shall govern the amount of the license fee.
- B) Application for a business license shall be made at the office of the city license officer on a form to be furnished for that purpose and shall be accompanied by the proper fee. Each such application shall be signed by the person, or other authorized representative of the firm or corporation to be licensed. If the application is denied, the fee shall be returned to the applicant.
- C) No license shall be issued until the application has been fully completed and all applicable ordinances have been fully complied with. In addition, any business requiring a state or federal license shall obtain said licenses and provide the city with proof of their issuance prior to the issuance of a city business license or any renewal thereof
- D) Business licenses shall be granted annually, and due July 1st. If a new business application is made within six (6) months of the date fixed for expiration, the fee shall be one-half the annual fee.

5.01.090 Renewal. Applications for renewal of business licenses must be completed and returned to the city license officer, together with the renewal fee, prior to July 1st of each year. The city license officer shall send a renewal notice to each licensee at the last address provided to the city. Failure of the licensee to receive any such form shall not excuse the licensee from making application for and securing the required renewal license, or from payment of the license fee when and as due hereunder. A business license shall expire on July 1st of the year following issuance, if not renewed as described herein. A penalty of \$5.00 per month, which shall not be prorated, shall be assessed on any delinquent license renewal which has not been paid on or before August 1st of any year.

5.01.100 Licenses for businesses located outside City limits. Businesses located outside the city which furnish or perform services within the city limits, and which conduct business during more than thirty (30) calendar days within a calendar year, shall hereafter apply and pay for a business license.

5.01.120 License approval or denial. The city license officer shall collect all business license fees and shall issue business licenses to all persons who submit an application, pay the fee and are qualified under the requirements of this chapter and shall:

- A) Submit all applications to the planning department, building division, fire marshal, public works department, utility department and police department for their endorsements as to compliance by applicant with all city regulations which they have the duty of enforcing.
- B) Upon approval of the application, the license shall be issued and delivered to the applicant.
- C) The city license officer shall notify the applicant in writing by certified mail of the denial of the application and the grounds therefore. Within 10 calendar days after receipt of the city's notification of application denial, the applicant may request an appeal and hearing before the hearing examiner, by filing a written notice of appeal and paying the hearing examiner filing fee. The City Licensing Officer shall notify the applicant by mail of the time and place of the hearing. If request for hearing is not received within the time specified, the license officer's decision shall be final.
- D) If an application for a business license is denied and the applicant has filed a timely appeal of such denial, the applicant shall not conduct any business for which a business license was denied, during the pendency of the appeal.

5.01.130 Suspension or Revocation procedure.

- A) In addition to the other penalties provided by law, any business license issued under the provisions of this chapter may be denied, revoked or suspended at any time, should any or all of the following conditions apply:
 - 1. The license was procured by fraud, false representation, or material omission of fact; or
 - 2. The licensee or any of its employees, officers, agents or servants, while acting within the scope of their employment, violates or fails to comply with any of the provisions of this chapter; or
 - 3. The licensee's continued conduct of the business for which the license was issued has or will result in a danger to the public health, safety or welfare, or the violation of any federal or state law or any ordinance or regulation of the city; or
 - 4. The licensee, or any of its employees, officers, agents or servants has been convicted in any court of violating any federal, state or city criminal statute or ordinance upon the business premises stated in the license; or
 - 5. The place of business does not conform to city ordinance; or
 - 6. The license is being used for a purpose different from that for which it was issued.
- B) The licensee shall be notified of said suspension or revocation in writing by sending notice by certified mail to the mailing address stated in the license. Said notice shall state the intention of the city to revoke or suspend said license, the reason for such suspension or revocation, and the date and time of the meeting of the city council at which such will be considered, and the right of the licensee to appear at said meeting and be heard in opposition

to such revocation or suspension. Such notice shall be given by certified mail to the licensee at least fourteen days prior to the date of said hearing.

- C) Upon revocation of any license as provided in this chapter, no portion of the license fee shall be returned to the licensee.
- D) The city council's decision on such business license shall represent the final action by the city, unless an appeal is made to the Superior Court of Pierce County, within 10 working days of such decision.
- E) It is unlawful for any person whose license has been revoked or suspended to continue operation of the business enterprise, or to keep the license issued to him/her in his/her possession and control, and the same shall immediately be surrendered to the city license officer. When revoked, the license shall be canceled, and when suspended, the city license officer shall retain it during the period of suspension.

5.01.140 Exercise of Power. This ordinance shall be deemed an exercise of the power of the city to license for revenue and regulation, and nothing in this ordinance shall be construed to repeal or affect any other ordinance of the city which purports to regulate some business or activity pursuant to the general police power of the city, notwithstanding the fact that such ordinance may or might contain provisions relating to the licensing of such activity.

5.01.150 Violation -- Penalty.

- A) Monetary Penalties.
 - 1. Penalty for operation of a business enterprise without a license shall be assessed by the city license officer in an amount not to exceed \$100.00. This penalty shall not apply to business enterprises failing to pay the license renewal fee as set forth in subsection 2 below.
 - 2. Failure to pay the license fee within 30 days after the date of expiration shall subject the licensee to the penalty set forth in Section 5.01.090 to reinstate the license, in addition to the required license fee.
- B) Collection. Any license fee or tax due and unpaid and delinquent under this ordinance, and all penalties thereon may be collected by civil action initiated by the city attorney, and which remedy shall be in addition to any and all other existing remedies and penalties.
- C) Each day of such failure or refusal to comply with the provisions of this chapter or the violation of same constitutes a separate infraction under this chapter.

Section 2. Gig Harbor Municipal Code sections 3.16.030, 3.16.031, 3.16.040 and 3.16.080 are

hereby repealed.

Section 3, Chapter 5.12 of Gig Harbor Municipal Code has been repealed in its entirety.

Section 4 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 5 - Effective Date. This ordinance shall take effect and shall be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this day of _____, 1994.

APPROVED:

A. Wilbert, Mayor

_____ Gretchen

ATTEST:

MARK E. HOPPEN
City Administrator/Clerk

Filed with City Clerk: 2/2/94

Passed by City Council:

Date Published:

Date Effective:

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

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH
ESTABLISHES THE MEANS TO MODIFY BUSINESS LICENSE FEES.**

WHEREAS, the City of Gig Harbor desires to establish such fees by Resolution; and

WHEREAS, the current fees are as follows:

Business License - Yearly	\$20.00
Temporary Business License	\$20.00 per day
Special Event License	\$25.00

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, AS FOLLOWS:

Section 1. The Business License Fees for various business and special event applications and permits shall remain the same until such time as it becomes necessary to increase these fees by resolution.

PASSED this ____ day of _____, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
City Clerk

Filed with City Clerk: 2/22/94
Passed by City Council:
Date Published:
Date Effective:



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: OCS COMPUTER SUPPORT AGREEMENT
DATE: FEBRUARY 22, 1994

INTRODUCTION/BACKGROUND

OCS Technologies Inc., a successor to Syntax Application Products, holds the maintenance contracts for the maintenance and repair of our court operations and police operations software. These contracts offer a single rate per year for coverage and formalize services which we have utilized for years. The contracts provide for automatic renewal unless 60 days prior notice is provided.

Please note Article 2. Support Services, which includes 30 support incidents, involving multiple phone contacts during a particular incident until the problem is resolved. Neither police or court operations have exceeded the base support arrangement in the past, even though both operations have periodic, frequent interactions with OCS. Updates, referenced in Article 4, result from changes in statute, regulatory practice, and data base needs. Such updates are covered within the regular base fee, and are essential to maintaining the system, to producing requisite data reports for the State, and to either establishing the appropriate allocation of court revenues between the city and the State or determining the state funding level for police operations.

RECOMMENDATION

Approve the contract with OCS for the 1994 year.

SOFTSERVE AGREEMENT

BETWEEN

OCS TECHNOLOGIES, INC.,

a company incorporated pursuant to the laws of Washington State and having its office at:

1501 W. Valley Highway, Ste 104
Auburn, Washington 98001
(hereinafter referred to as OCS)

OF THE FIRST PART, AND:

Gig Harbor Municipal Court
P.O. Box 145
Gig Harbor, WA 98335
(hereinafter referred to as Licensee)

OF THE SECOND PART.

In consideration of the material covenants herein, the parties hereto now agree as follows:

ARTICLE 1 . DEFINITIONS

- (a) **Authorized Computer System** shall mean the computer hardware listed in Schedule A hereto, together with *System Software* separately described in Schedule A.
- (b) **Enhancement** means an update, revision, fix, modification or upgrade made to the *Product* and authorized by OCS for general distribution to all **Licensees** of the *Product*.
- (c) **Fee Schedule** means OCS's fee schedule as published by OCS from time to time for goods and services not described in Schedule B.
- (d) **New Release** means any subsequent version of the *Product* including **Enhancement** made available to the **Licensee** and recommended for use by OCS pursuant to this **SoftServe Agreement**.
- (e) **OCS Applications Software** means the proprietary **Programs** developed and marketed by OCS.
- (f) **System Software** means the system software described under that heading in Schedule A hereto, together with any modifications which have been made by OCS in accordance with the provisions of this **SoftServe Agreement**.
- (g) **Product** means collectively the **Programs** and **Related Materials** in the releases and versions originally supplied to the **Licensee** and marketed by OCS under the brand name identified in Schedule B, including without limitation **OCS Applications Software**.
- (h) **Program** shall mean any computer process which forms part of the *Product* including without limitation printed listings or print-out forms produced from machine readable input, required operating instruction input information or format specifications necessary for

operation of any **Program** which forms part of the **Product**, together with **Enhancements** and copies made by the **Licensee** in accordance with provisions of this **SoftServe Agreement**, or any portion of the foregoing, but not including **System Software**.

- (i) **Related Materials** means any and all information and documentation of any kind, in any form, (not including **Programs**) but including without limitations to data, operating manuals, designs, codes and proprietary computer languages which pertain in any manner to the **Product** and which have been obtained at any time by the **Licensee** directly or indirectly from **OCS**.
- (j) **SoftServe Services**, means the supply of **Support Service, Maintenance, Enhancement Services** or any combination thereof.
- (k) **Support Services** means the supply of counseling, advice, assistance and post-training instruction in connection with the **Product**.
- (l) **Third-Party Applications Software** means those **Programs** that are not **OCS Applications Software** as hereinafter defined.

ARTICLE 2. SUPPORT SERVICES

OCS will have available competent support personnel to provide telephone consultation to the **Licensee** relative to the **Product** between 8:00 am and 5:00 pm Pacific Standard Time, Monday through Friday excepting normal business statutory holidays of Washington State. The support services will be provided by telephone using either voice or computer modem connection.

OCS will provide one year of customer support service to **CUSTOMER** without additional investment. This service will include up to thirty (30) telephone consultation support incidents per year. A particular incident related to a condition, problem, or question may involve more than one telephone contact and will be counted as one incident.

Customer support services in addition to thirty (30) incidents per year will be invoiced to customer, and **CUSTOMER** will pay **OCS**, at the then current published **OCS** hourly rate for such services. These services will be charged in fifteen (15) minute increments.

ARTICLE 3. LICENSEE OBLIGATIONS

- (a) Licensee must designate one qualified employee as system administrator per Schedule C of this Agreement. The system administrator will be responsible for the daily administration of the computer package, system software, and **OCS Applications Software**.
- (b) Licensee must equip the computer package with a modem and telephone line for use by system administrator and **OCS Support Services**.
- (c) Licensee must keep the computer hardware in proper operating condition.

ARTICLE 4. MAINTENANCE SERVICES

A staff of competent programmers will be maintained by **OCS** to ensure the continued development and improvement of the **Product**. Periodically **New Releases** of the **Product** containing **Corrections or Enhancements** developed by **OCS** will be distributed to the **Licensee** along with one copy of relevant updates to the **Related Materials** at no charge pursuant to this **SoftServe**

Agreement.

ARTICLE 5. SUPPORT RESTRICTION

OCS is under no obligation to provide **SoftServe Services** to any versions of the **Product** except the then current **New Release** of the **Product** as made available to the **Licensee** by **OCS** and the immediately proceeding **New Release** version of the **Product**.

ARTICLE 6. CHARGES

The **Licensee** shall pay to **OCS** the annual **SoftServe Fees** set forth in Schedule B for the period defined in Schedule B. Payment terms are NET 30 days from date of invoice.

If **OCS** terminates this **License Agreement** for breach before the end of the contract term, the **Licensee** is entitled to reimbursement, on a pro-rata basis, for the annual fee paid to **OCS**.

ARTICLE 7. RENEWAL

This **SoftServe Agreement** shall be renewed automatically for a period of one year at the end of the initial period and each subsequent year at the then current **SoftServe Fee** unless, at least 60 days prior to any renewal date, one party gives to the other notice in writing of its intent not to renew upon such expiry date or unless terminated in accordance with Article 8.

This **SoftServe Agreement** shall be governed by the laws of the State of Washington. Jurisdiction of any dispute arising out of this Agreement shall be in Pierce County Superior Court or King County Superior Court.

ARTICLE 8. TERMINATION

This **SoftServe Agreement** may be terminated by notice in writing by **OCS** if the **License Agreement** in respect of the **Product** is terminated for any reason or if the **Licensee** fails to pay any charges owed by **Licensee** to **OCS** when such charges become due and payable. If **OCS** terminates this **License Agreement**, the **Licensee** will be reimbursed, on a pro-rata basis, for the annual fee paid to **OCS**.

ARTICLE 9. LIMITATION OF LIABILITY

OCS does hereby indemnify and shall hold harmless (including reasonable attorney's fees) the **Licensee, its officers, officials, employees and agents** (each of the foregoing being hereinafter referred to individually as the "indemnified party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from the negligence of **OCS** or its agents or the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the Services hereunder. **OCS** may, at its option, conduct the defense in any such third party action arising as described herein and **Licensee** promises fully to cooperate with such defense.

OCS shall maintain in effect at all times during the term of this License Agreement, insurance against all losses and damages arising out of the fault or negligence of OCS, its agents, employees and subcontractors.

ARTICLE 10. PROPRIETARY INFORMATION - PUBLICITY

Each party acknowledges that all information concerning the other party is "confidential and proprietary information." Each party agrees that it will not permit the duplication, use or disclosure of any such confidential or proprietary information to any person (other than its own employee who must have such information for the performance of obligations under this Agreement,) unless authorized in writing by the other party. "Confidential and proprietary information" is not meant to include any information which, at the time of disclosure, is generally known by the public.

ARTICLE 11. GENERAL

This Agreement constitutes the complete agreement as to the subject matter hereof between OCS and the Licensee and supersedes all previous proposals, both oral and written, representations, negotiations, commitments and other communications between the parties. Neither party shall be deemed to be in default for any delay or failure to perform its obligations under this SoftServe Agreement resulting from acts of God, the elements, strikes, shortages of parts, labor or transportation or any other causes beyond the reasonable control of such party.

IN WITNESS WHEREOF the parties have executed this SoftServe Agreement as of the date set out below:

FOR OCS

FOR LICENSEE

PER: _____
Authorized Signature

PER: _____
Catherine Washington

TITLE: _____

TITLE: Court Administrator

DATE: _____

PER: _____
Gretchen A. Wilbert

APPROVED AS TO FORM

TITLE: Mayor, City of Gig Harbor

Carol Morris, Legal Counsel

DATE: _____

SOFTSERVE AGREEMENT

BETWEEN

OCS TECHNOLOGIES, INC.,

a company incorporated pursuant to the laws of Washington State and having its office at:

1501 W. Valley Highway, Ste 104
Auburn, Washington 98001
(hereinafter referred to as OCS)

OF THE FIRST PART, AND:

Gig Harbor Police Department
P.O. Box 145
Gig Harbor, WA 98335
(hereinafter referred to as Licensee)

OF THE SECOND PART.

In consideration of the material covenants herein, the parties hereto now agree as follows:

ARTICLE 1 . DEFINITIONS

- (a) **Authorized Computer System** shall mean the computer hardware listed in Schedule A hereto, together with **System Software** separately described in Schedule A.
- (b) **Enhancement** means an update, revision, fix, modification or upgrade made to the **Product** and authorized by OCS for general distribution to all **Licensees** of the **Product**.
- (c) **Fee Schedule** means OCS's fee schedule as published by OCS from time to time for goods and services not described in Schedule B.
- (d) **New Release** means any subsequent version of the **Product** including **Enhancement** made available to the **Licensee** and recommended for use by OCS pursuant to this **SoftServe Agreement**.
- (e) **OCS Applications Software** means the proprietary **Programs** developed and marketed by OCS.
- (f) **System Software** means the system software described under that heading in Schedule A hereto, together with any modifications which have been made by OCS in accordance with the provisions of this **SoftServe Agreement**.
- (g) **Product** means collectively the **Programs** and **Related Materials** in the releases and versions originally supplied to the **Licensee** and marketed by OCS under the brand name identified in Schedule B, including without limitation **OCS Applications Software**.
- (h) **Program** shall mean any computer process which forms part of the **Product** including without limitation printed listings or print-out forms produced from machine readable input, required operating instruction input information or format specifications necessary for

operation of any **Program** which forms part of the **Product**, together with **Enhancements** and copies made by the **Licensee** in accordance with provisions of this **SoftServe Agreement**, or any portion of the foregoing, but not including **System Software**.

- (i) **Related Materials** means any and all information and documentation of any kind, in any form, (not including **Programs**) but including without limitations to data, operating manuals, designs, codes and proprietary computer languages which pertain in any manner to the **Product** and which have been obtained at any time by the **Licensee** directly or indirectly from **OCS**.
- (j) **SoftServe Services**, means the supply of **Support Service, Maintenance, Enhancement Services** or any combination thereof.
- (k) **Support Services** means the supply of counseling, advice, assistance and post-training instruction in connection with the **Product**.
- (l) **Third-Party Applications Software** means those **Programs** that are not **OCS Applications Software** as hereinafter defined.

ARTICLE 2. SUPPORT SERVICES

OCS will have available competent support personnel to provide telephone consultation to the **Licensee** relative to the **Product** between 8:00 am and 5:00 pm Pacific Standard Time, Monday through Friday excepting normal business statutory holidays of Washington State. The support services will be provided by telephone using either voice or computer modem connection.

OCS will provide one year of customer support service to **CUSTOMER** without additional investment. This service will include up to thirty (30) telephone consultation support incidents per year. A particular incident related to a condition, problem, or question may involve more than one telephone contact and will be counted as one incident.

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- (a) Licensee must designate one qualified employee as system administrator per Schedule C of this Agreement. The system administrator will be responsible for the daily administration of the computer package, system software, and **OCS Applications Software**.
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OCS is under no obligation to provide **SoftServe Services** to any versions of the **Product** except the then current **New Release** of the **Product** as made available to the **Licensee** by **OCS** and the immediately preceding **New Release** version of the **Product**.

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OCS does hereby indemnify and shall hold harmless (including reasonable attorney's fees) the **Licensee, its officers, officials, employees and agents** (each of the foregoing being hereinafter referred to individually as the "indemnified party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from the negligence of **OCS** or its agents or the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the Services hereunder. **OCS** may, at its option, conduct the defense in any such third party action arising as described herein and **Licensee** promises fully to cooperate with such defense.

OCS shall maintain in effect at all times during the term of this **License Agreement**, insurance against all losses and damages arising out of the fault or negligence of **OCS, its agents, employees and subcontractors**.

ARTICLE 10. PROPRIETARY INFORMATION - PUBLICITY

Each party acknowledges that all information concerning the other party is "**confidential and proprietary information**." Each party agrees that it will not permit the duplication, use or disclosure of any such confidential or proprietary information to any person (other than its own employee who must have such information for the performance of obligations under this **Agreement**), unless authorized in writing by the other party. "**Confidential and proprietary information**" is not meant to include any information which, at the time of disclosure, is generally known by the public.

ARTICLE 11. GENERAL

This **Agreement** constitutes the complete agreement as to the subject matter hereof between **OCS** and the **Licensee** and supersedes all previous proposals, both oral and written, representations, negotiations, commitments and other communications between the parties. Neither party shall be deemed to be in default for any delay or failure to perform its obligations under this **SoftServe Agreement** resulting from acts of God, the elements, strikes, shortages of parts, labor or transportation or any other causes beyond the reasonable control of such party.

IN WITNESS WHEREOF the parties have executed this **SoftServe Agreement** as of the date set out below:

FOR OCS

PER: _____
Authorized Signature

TITLE: _____

DATE: _____

APPROVED AS TO FORM

Carol Morris, Legal Counsel

FOR LICENSEE

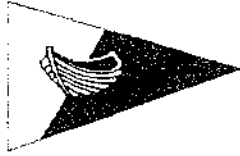
PER: _____
Dennis Richards

TITLE: Chief of Police

PER: _____
Gretchen A. Wilbert

TITLE: Mayor, City of Gig Harbor

DATE: _____



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: LITTLE LEAGUE USE OF CITY PARK
DATE: FEBRUARY 23, 1994

INTRODUCTION

Last month the Little League asked the City Council for temporary, dedicated use of the City Park baseball field. The Council tabled action on the issue until insurance considerations and specific dates of use could be clearly established.

BACKGROUND/ISSUES

The Little League is looking for dedicated field space to service approximately 300 youngsters. The league, while competitive, is open to both genders, and provides the opportunity for youngsters to participate at their skill level, either as a "major" or a "minor." Field space is a relatively scarce commodity, given the PAA activity. Eventually, the Little League has aspirations of building youth baseball fields in a dedicated baseball facility. Significant organizational efforts to generate these fields are currently underway. At least for the next two years, however, Little League would like to use the city field.

POLICY ISSUES

The following contract addresses duration (one year), specific dates of use and potential conflicts, and liability issues (as raised by legal counsel).

FISCAL IMPACT

The attached contract suggests revenue shared from concessions. Such an arrangement is acceptable in terms of liability.

RECOMMENDATION

Staff recommends we approve an agreement and the dedicated use of the field, subject to the attached contract. The liability limit is recommended by the city's insurer.

**CITY PARK PLAYFIELD
CONCESSION OPERATION AND FIELD USE AGREEMENT**

This agreement is entered into between the City of Gig Harbor, Washington, hereinafter referred to as the "City" and Gig Harbor Little League, on the _____ day of _____, 1994.

WITNESSETH:

WHEREAS, the City of Gig Harbor owns the ball field located at City Park, Vernhardson at Randolph Streets in Gig Harbor; and

WHEREAS, both the City of Gig Harbor and the Gig Harbor Little League have reached this agreement for the cooperative development, maintenance, scheduling and concession operation of the City Park Playfield;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

- A. The Gig Harbor Little League shall furnish the City of Gig Harbor with an annual profit and loss statement for any concession type operation. This statement shall be submitted to the City Administrator of Gig Harbor, no later than the first day of October.
- B. The Gig Harbor Little League shall pay to the City of Gig Harbor an amount not less than 10% of the first \$1,000 gross profit from the concession operation and 15% of any total over \$1,000. That deposit shall be made on or before the first day of December.
- C. The City Park ballfield will be available to the Gig Harbor Little League for baseball activity from March 19, 1994, through July 25, 1994, strictly limited to times and dates indicated on the G.H.L.L. City Park Planner attached as Exhibit 'A'.
- D. The City and the Gig Harbor Little League will work together in operating and maintaining the facility and in planning any future improvements. The Little League shall make no alterations whatsoever to city property without Public Works' approval. The Little League will pay the city employee labor costs of lavatory, bleacher, and field maintenance associated with its use.
- E. The Gig Harbor Little League agrees to defend, indemnify and save harmless the City of Gig Harbor, its appointed and elective officers and employees from and against all loss or expense, including but not limited to judgements settlements, attorney fees and costs

by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use, thereof arising out of or in consequence of this agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Gig Harbor, its appointed or elected officials or employees.

- F. This agreement shall be in effect for one year from the date hereof. At any time either party hereto may terminate this agreement by giving the other party thirty days written notice of such termination. In the event that this agreement is terminated, all improvements made shall become the City of Gig Harbor property unless otherwise negotiated and agreed to in writing.
- G. Gig Harbor Little League shall maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. The cost of such insurance shall be borne by the Little League. The Little League shall maintain limits on such insurance in the amount of One Million Dollars (\$1,000,000.00), combined single limit per occurrence/accident for bodily injury, personal injury and property damage. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or representatives.

The Little League agrees to provide the City with certificates of insurance evidencing the required coverage before the effective date of this Agreement. The insurance policy required by this clause shall name the City of Gig Harbor as an additional insured, and shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior to written notice has been given to the City. Coverage is to be non-contributory and primary over any coverage that the City may have in place, and shall note a cross-liability clause. This insurance policy shall be updated on a yearly basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

GIG HARBOR LITTLE LEAGUE:

Gretchen A. Wilbert, Mayor

Mark E. Hoppen, City Administrator

" EXHIBIT A "

**GHLL CITY PARK
Planner**

March

19 Saturday

09:00 AM - 12:00 PM Tryouts, 12 year olds
01:00 PM - 04:00 PM Tryouts, 11 year olds

26 Saturday

09:00 AM - 12:00 PM Tryouts, 10 year olds
01:00 PM - 03:00 PM Tryouts, 9 year olds
03:30 PM - 05:30 PM Tryouts, 8 year olds

June

1 Wednesday

05:00 PM - 08:00 PM Practice Time

2 Thursday

05:00 PM - 08:00 PM Practice Time

4 Saturday

08:00 AM - 07:00 PM Major League Games

7 Tuesday

05:00 PM - 08:00 PM Practice Time

8 Wednesday

05:00 PM - 08:00 PM Practice Time

9 Thursday

05:00 PM - 08:00 PM Practice Time

11 Saturday

08:00 AM - 07:00 PM Major League Games

14 Tuesday

05:00 PM - 08:00 PM Practice Time

15 Wednesday

05:00 PM - 08:00 PM Practice Time

16 Thursday

05:00 PM - 08:00 PM Practice Time

18 Saturday

08:00 AM - 07:00 PM Major League Games

21 Tuesday

05:00 PM - 08:00 PM Practice Time

22 Wednesday

05:00 PM - 08:00 PM Practice Time

23 Thursday

05:00 PM - 08:00 PM Practice Time

25 Saturday

08:00 AM - 07:00 PM Major League Games

28 Tuesday

05:00 PM - 08:00 PM Practice Time

29 Wednesday

05:00 PM - 08:00 PM Practice Time

30 Thursday

05:00 PM - 08:00 PM Practice Time

April

5 Tuesday

05:00 PM - 08:00 PM Practice Time

6 Wednesday

05:00 PM - 08:00 PM Practice Time

7 Thursday

05:00 PM - 08:00 PM Practice Time

12 Tuesday

05:00 PM - 08:00 PM Practice Time

13 Wednesday

05:00 PM - 08:00 PM Practice Time

14 Thursday

05:00 PM - 08:00 PM Practice Time

19 Tuesday

05:00 PM - 08:00 PM Practice Time

20 Wednesday

05:00 PM - 08:00 PM Practice Time

21 Thursday

05:00 PM - 08:00 PM Practice Time

23 Saturday

08:00 AM - 07:00 PM Major League Games

26 Tuesday

05:00 PM - 08:00 PM Practice Time

27 Wednesday

05:00 PM - 08:00 PM Practice Time

28 Thursday

05:00 PM - 08:00 PM Practice Time

30 Saturday

08:00 AM - 07:00 PM Major League Games

July

2 Saturday

08:00 AM - 07:00 PM Major League Games

5 Tuesday

05:00 PM - 08:00 PM Practice Time

6 Wednesday

05:00 PM - 08:00 PM Practice Time

7 Thursday

05:00 PM - 08:00 PM Practice Time

9 Saturday

08:00 AM - 07:00 PM Major League Games

12 Tuesday

05:00 PM - 08:00 PM Practice Time

13 Wednesday

05:00 PM - 08:00 PM Practice Time

14 Thursday

05:00 PM - 08:00 PM Practice Time

16 Saturday

08:00 AM - 07:00 PM Major League Games

19 Tuesday

05:00 PM - 08:00 PM Practice Time

20 Wednesday

05:00 PM - 08:00 PM Practice Time

21 Thursday

05:00 PM - 08:00 PM Practice Time

23 Saturday

08:00 AM - 07:00 PM Major League Games

26 Tuesday

05:00 PM - 08:00 PM Practice Time

27 Wednesday

05:00 PM - 08:00 PM Practice Time

28 Thursday

05:00 PM - 08:00 PM Practice Time

May

3 Tuesday

05:00 PM - 08:00 PM Practice Time

4 Wednesday

05:00 PM - 08:00 PM Practice Time

5 Thursday

05:00 PM - 08:00 PM Practice Time

7 Saturday

08:00 AM - 07:00 PM Major League Games

10 Tuesday

05:00 PM - 08:00 PM Practice Time

11 Wednesday

05:00 PM - 08:00 PM Practice Time

12 Thursday

05:00 PM - 08:00 PM Practice Time

14 Saturday

08:00 AM - 07:00 PM Major League Games

17 Tuesday

05:00 PM - 08:00 PM Practice Time

18 Wednesday

05:00 PM - 08:00 PM Practice Time

19 Thursday

05:00 PM - 08:00 PM Practice Time

21 Saturday

08:00 AM - 07:00 PM Major League Games

24 Tuesday

05:00 PM - 08:00 PM Practice Time

25 Wednesday

05:00 PM - 08:00 PM Practice Time

26 Thursday

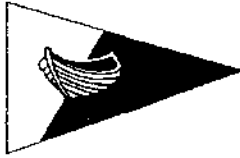
05:00 PM - 08:00 PM Practice Time

28 Saturday

08:00 AM - 07:00 PM Major League Games

31 Tuesday

05:00 PM - 08:00 PM Practice Time



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: GIG HARBOR RETIREMENT CENTER/ULID #2 SEWER REQUEST
DATE: FEBRUARY 7, 1994

INTRODUCTION

Steve Taylor of Steve Taylor Construction, Inc. is building the Gig Harbor Retirement Center within the ULID #2 boundary area. The project will generate 9000 gpd of sewer flow, resulting in 39 Equivalent Residential Units at a cost of \$1650 per unit. This property has been assessed for ULID #2.

BACKGROUND/ISSUES

This facility will be an assisted care facility, licensed for the care of aged persons and staffed by personnel trained to administer this care. The center will be similar under license to the Gig Harbor Wellness Center. The ERU calculation for the facility is based on the projected flow calculation divided by the average unit of measure for an ERU, 231 gpd. The connection fee will be adjusted after the first year of operation to reflect actual flow usage in the event the flow was underestimated.

POLICY ISSUES

This sewer extension, while outside city limits, is within the previously assessed property boundaries of ULID #2. As per recent ordinance, this contract reflects the various land use and annexation provisions which the city has indicated should apply to all utility extensions outside the city limits. The area is already served by the Olympic Mall water company with whom the city is in the process of fixing service boundaries under the authority of the State Department of Health. If this was within the city's agreed service area, then we would require water extension as well as sewer.

FISCAL IMPACT

Historically, Gig Harbor councils have been concerned with land use issues related to these extensions, as well as to the fiscal impact of the extensions. Extensions from the ULID #2 service area, fiscally speaking, have the same effect on the city as any outside extension which connects into ULID #1. The 1.5 outside multiplier on the rate is in effect. This property has been paying ULID #2 assessments since October, 1989.

RECOMMENDATION

Move approval of the contract as presented for 39 ERU, subject to review of flow after the first year of operation.

WHEN RECORDED RETURN TO:
City of Gig Harbor
Administrative Assistant
P.O. Box 145
Gig Harbor, WA 98335

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

THIS AGREEMENT is entered into on this 8 day of FEB., 1994, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and ~~Steve G. Taylor~~, hereinafter referred to as "the Owner".
ASSISTED CARE PARTNERSHIP. GIG HARBOR
TS 2.894

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

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

WHEREAS, the Owner desires to connect to the City sewer 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 line on Pt. Fosdick Drive (street or right-of-way) at the following location:

Gig Harbor Retirement Center
3213 45th Street Ct. NW

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the

City's sewerage system 39 ERUs /9,000 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on February , 1995, provided this agreement is signed and payment for sewer capacity commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of Three thousand one hundred ninety eight dollars (\$ 3,198.00) to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
One year	Five percent (5%)
Two years	Ten percent (10%)
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment 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 sewer 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 sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

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 Sewer 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 zoning district at the time of development or redevelopment. (Check One):

<input type="checkbox"/>	Single Family Residential	<input type="checkbox"/>	Multiple Family Residential
<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>	Industrial
<input type="checkbox"/>	Business		

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations 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):

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.

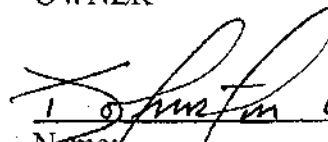
18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this 9th day of February, 1994.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER


Name: John M. Jensen
Title: GEN. PARTNER

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 9th day of February, 1994, before me personally appeared Thomas Johnston, to me known to be the individual described in and who executed the foregoing and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

ABA Ann Salo
NOTARY PUBLIC for the State
of Washington, residing at
Winslow, WA
My commission expires 10/28/94.

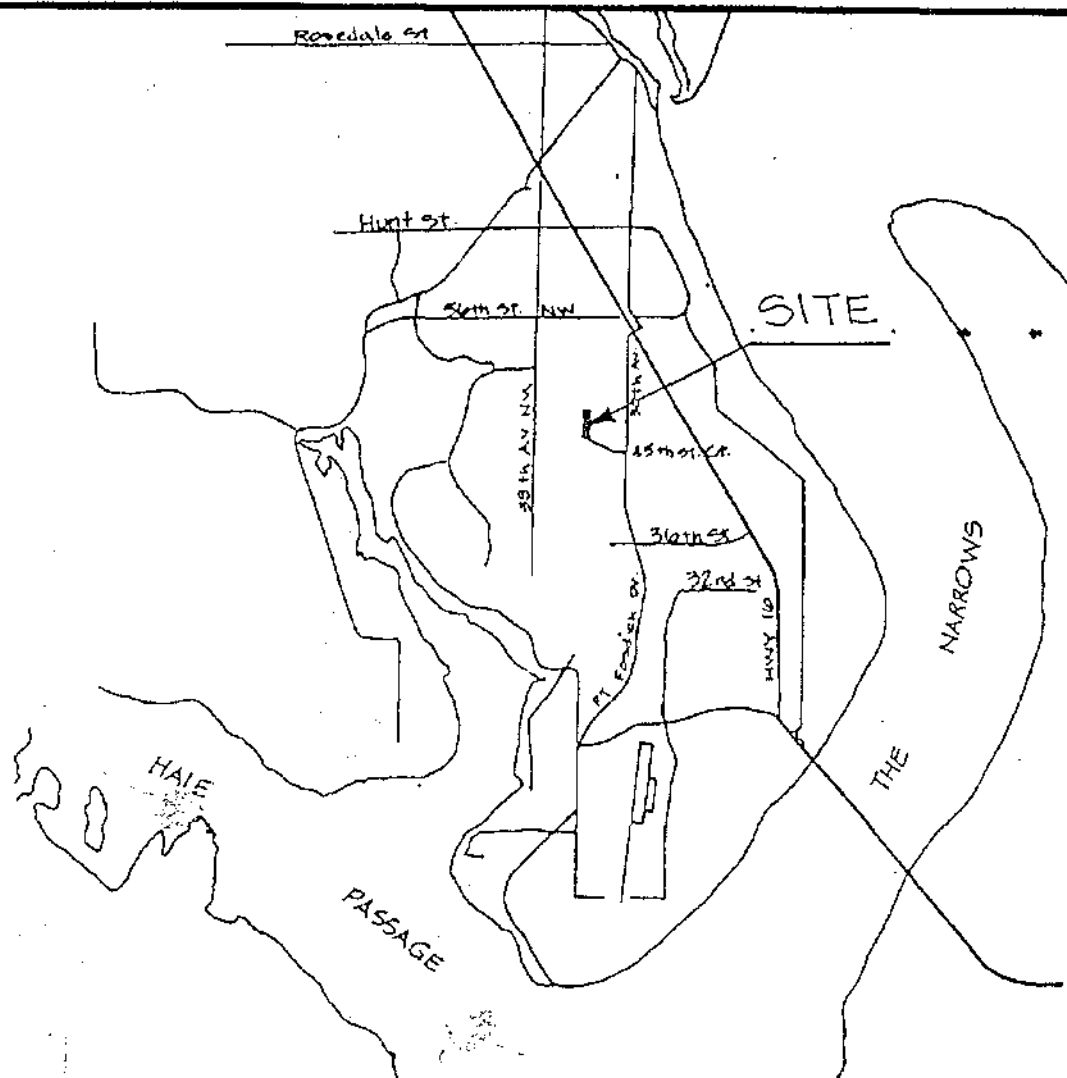
STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

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 _____.



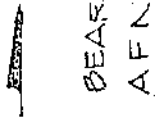
VICINITY MAP

NO SCALE

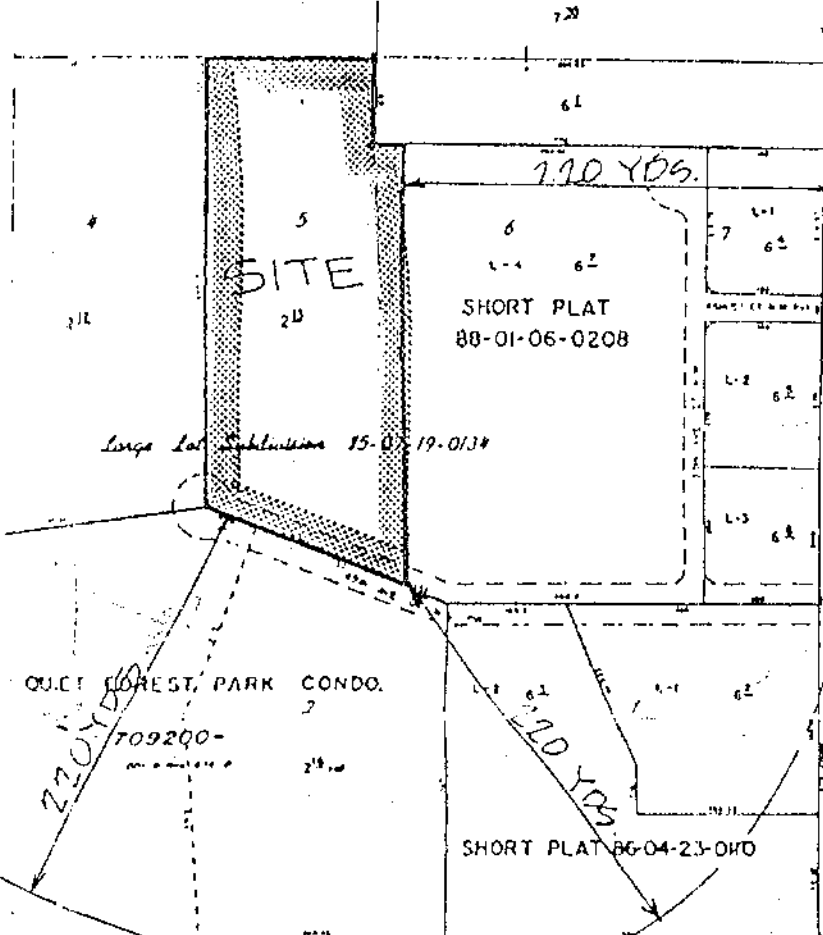
DESCRIPTION

(PER COMMONWEALTH TITLE INSURANCE COMPANY - ORDER NO. 403936-1)

LOT 5, AS SHOWN ON SURVEY OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, FILED FOR RECORD JULY 19, 1985 UNDER AUDITOR'S NO. 8507190134.



HARBOR PLAZA SHOPPING CENTER

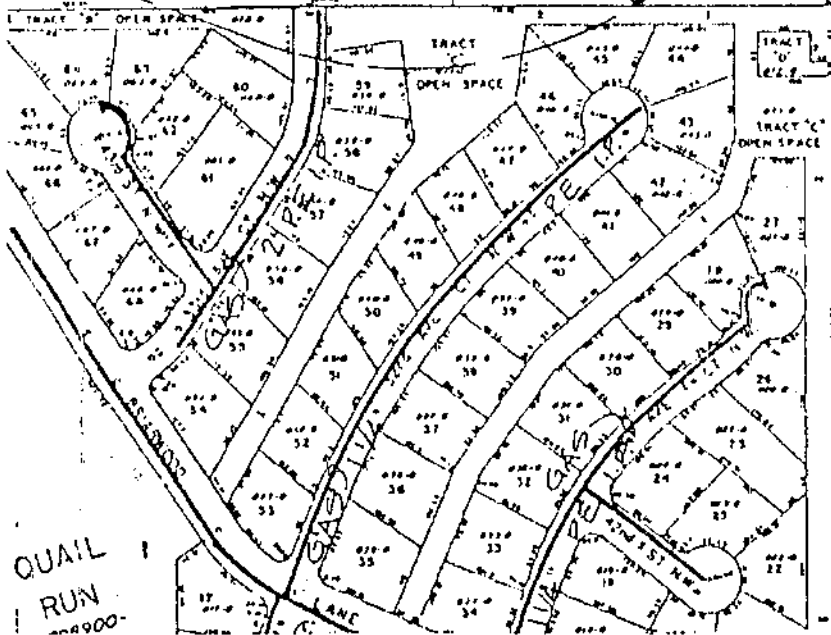


QUIET FOREST, PARK CONDO.

709200-

132890'

132890' E



QUAIL RUN

4' PE I.P. 4' GAS 4' PE I.P.



City of Gig Harbor. The "Maritime City."

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____

Applicant Gig Harbor Retirement Center, Date 2/7/94

Mailing Address _____

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:

Check (X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (1)	Meter Charge	Total Fees
	3/4"	1.0	\$1,160.00	\$300.00	\$ 1,460.00
	1"	1.6	\$1,930.00	\$350.00	\$ 2,280.00
	1-1/2"	3.33	\$3,855.00	(2) \$	\$
	2"	5.33	\$6,165.00	(2) \$	\$
	Over 2"	(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 HOOK-UP CHARGES

IN: ULID-1	OUT: ULID-1	OUT: ULID-2		Fee
\$ 670.00	\$ 1,650.00	\$ 2,320.00	\$ _____ .00	\$ _____ .00

CALCULATION

$$\text{Class of Service} = \left(\frac{\text{ERU/231}}{\text{Assignment}} \right) \times \left(\frac{9000 \text{ gal}}{\text{Total Number}} \right) = \frac{39}{\text{TOTAL ERU}}$$

$$\text{Basic Hook-up Chg.} = \$ 1650 .00 \times \frac{39}{\text{Total ERU}} = \$ 64,350 .00 \text{ Total Hook-Up Chg.}$$

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
X	Encroachment Permit Application & Fee	\$ 15.00
X	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
X	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:

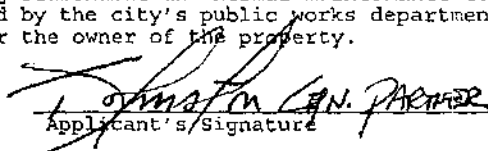
\$ _____

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

2.8.94
 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. The "Maritime City."

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

MEMORANDUM

TO: City Council

FROM: Planning Staff

DATE: February 28, 1994

SUBJECT: Text Amendment: Planning Commission action on proposal to redefine recently adopted fence restrictions to allow limited use of chain link fencing.

The City Council recently approved an amendment to the zoning code which restricted fencing materials to board and post construction only. As the Staff recalls, it was primarily the intent of the Planning Commission and the City Council to prohibit chain link fences in residential areas of the City. After receiving a number of inquiries regarding fences, however, the Staff wondered if the Planning Commission and City Council intended to restrict other types of fences also. For example, new fence standards do not allow for fences which are usually considered attractive and desirable such as wrought iron or masonry (e.g., Dolphin Reach). Additionally, the new standards prohibit chain link in such common applications as outdoor athletic fields and courts. The Staff presented to the Planning Commission a proposed amendment which would ease the restrictions by allowing more fencing options while meeting the intent of the recently adopted standards. The proposal includes the following:

1. In addition to board and post fencing, allow wrought iron or brick masonry fencing or cinder block walls with a coated or veneer finish on the side visible to the public's view.
2. In commercial areas or recreation centers in residential areas, allow chain link attached to wood posts and rails only. (A good example of this application is the Percival Landing Board Walk in Olympia (see attached illustration)).
3. In areas not abutting residential development and not visible from any public right-of-way, waterway, or designated public space, allow standard chain link fencing including steel posts and rails.

The Planning Commission held a public hearing on the proposed amendment on February 15, 1994. No public input was received and the Planning Commission voted to forward a positive recommendation to the City Council to adopt the amendment as drafted. A copy of the Staff report to the Planning Commission which outlines the proposed amendment, the Resolution adopted by the Planning Commission recommending approval of the amendment, and also a draft ordinance adopting the proposed standards is attached for the Council's consideration.

CITY OF GIG HARBOR
ORDINANCE #___

AN ORDINANCE AMENDING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE
TO ALLOW ADDITIONAL TYPES OF FENCE MATERIALS WITHIN CITY LIMITS

WHEREAS, the City Council recently adopted ordinance #652 which limits fences in Gig Harbor to board and post construction only; and,

WHEREAS, the Planning Staff and Planning Commission and have found that the new standards had the unintended effect of prohibiting other types of fences which would reflect the architectural style, visual quality and character of Gig Harbor consistent with the stated goals and policies in the City's comprehensive plan including the goal to create visual interest defined on pg. 40 of the plan, and the goal to create visual identity defined on pg. 42 of the plan; and,

WHEREAS, the Planning Department has recommended to the Planning Commission a text amendment to the fence standards in a report dated February 15, 1994; and,

WHEREAS, the City of Gig Harbor Planning Commission conducted a public hearing on the proposed text amendment on January 15, 1994 to accept public comment on; and,

WHEREAS, there was no public input received on the proposed text amendment and the City of Gig Harbor Planning Commission has determined that the plan is consistent with all stated goals and policies of the Comprehensive Plan and is consistent with the intent of the recent amendments defined in Ordinance #652;

WHEREAS, the City Council has also considered the text amendment during its regular meeting of February 28, 1994 and found that it is consistent with the intent of the recent amendments of Ordinance #652 and with the stated goals and policies of the Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, that sections 17.04.340 and 17.08.010 of the City of Gig Harbor Zoning Code shall be amended to read as follows:

...

17.04.340 Fence. "Fence" means a barrier that is constructed of one or more of the following materials or a combination thereof: wood, metal, plastics and masonry materials (see Section 17.08.010 for approved fence materials and heights in Gig Harbor).

...

...

17.08.010 Conformance Required - Fence or Shrub Height.

...

D. Fences shall be constructed of a board and post construction, wrought iron, brick masonry, or cinder block with a coated or veneer finish on the side visible to the public's view. In commercial areas or recreation centers in residential areas, chain link attached to wood posts and rails is permitted. In areas not abutting residential development and not visible from any city right-of-way, waterway, or designated public space, standard chain link fencing including steel posts and rails is permitted. Other materials which have the general appearance and visual quality of approved fence materials may be approved by the Planning Director, however, the use of plywood or composition sheeting as fence material shall not be permitted.

...

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 28th day of February, 1994.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Passed by City Council: 2/28/94
Date published: 3/7/94
Date effective: 3/12/94

**CITY OF GIG HARBOR
RESOLUTION NO. 94-01**

**A RESOLUTION TO RECOMMEND TO THE CITY COUNCIL AN
AMENDMENT TO TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE
ALLOWING ADDITIONAL TYPES OF FENCE MATERIALS WITHIN CITY
LIMITS**

WHEREAS, the City Council recently adopted ordinance #652 which limits fences in Gig Harbor to board and post construction only; and,

WHEREAS, the Planning Staff and Planning Commission and have found that the new standards had the unintended effect of prohibiting other types of fences which would reflect the architectural style, visual quality and character of Gig Harbor consistent with the stated goals and policies in the City's comprehensive plan including the goal to create visual interest defined on pg. 40 of the plan, and the goal to create visual identity defined on pg. 42 of the plan; and,

WHEREAS, the Planning Department has recommended to the Planning Commission a text amendment to the fence standards in a report dated February 15, 1994; and,

WHEREAS, the City of Gig Harbor Planning Commission conducted a public hearing on the proposed text amendment on January 15, 1994 to accept public comment on; and,

WHEREAS, there was no public input received on the proposed text amendment and the City of Gig Harbor Planning Commission has determined that the plan is consistent with all stated goals and policies of the Comprehensive Plan and is consistent with the intent of the recent amendments defined in Ordinance 652;

NOW, THEREFORE, the Planning Commission of the City of Gig Harbor, Washington, recommends to the City Council to adopt by ordinance amendments to sections 17.04.340 and 17.08.010 of the City of Gig Harbor Zoning Code to read as follows:

...

17.04.340 Fence. "Fence" means a barrier that is constructed of one or more of the following materials or a combination thereof: wood, metal, plastics and masonry materials (see Section 17.08.010 for approved fence materials and heights in Gig Harbor).

...

....

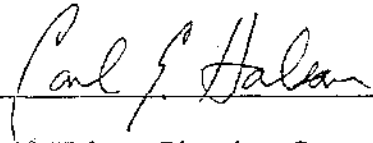
17.08.010 Conformance Required - Fence or Shrub Height.

....

D. Fences shall be constructed of a board and post construction, wrought iron, brick masonry, or cinder block with a coated or veneer finish on the side visible to the public's view. In commercial areas or recreation centers in residential areas, chain link attached to wood posts and rails is permitted. In areas not abutting residential development and not visible from any city right-of-way, waterway, or designated public space, standard chain link fencing including steel posts and rails is permitted. Other materials which have the general appearance and visual quality of approved fence materials may be approved by the Planning Director, however, the use of plywood or composition sheeting as fence material shall not be permitted.

....

Resolved by the Planning Commission of the City of Gig Harbor, Washington at regular meeting of the Planning Commission held on this 15th day of February, 1994.



Carl Halsan, Planning Commission Chairman



City of Gig Harbor. The "Maritime City."

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

**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Planning Commission

FROM: Planning Staff

DATE: February 15, 1994

RE: Text Amendment: Proposal to redefine recently adopted fence restrictions to allow limited use of chain link fencing.

I. GENERAL INFORMATION

APPLICANT: (Staff initiated)

OWNER: n/a

AGENT: n/a

II. PROPERTY DESCRIPTION

1. **Location:** City wide (not site specific)

2. **Site Area/Acreage:** n/a

3. **Natural Site Characteristics:** n/a

4. **Zoning:** All zones

III. APPLICABLE LAND-USE POLICIES/CODES

1. Comprehensive Plan:

GOAL: CREATE VISUAL INTEREST (pg. 40)

Create local visual identities and interest, retain natural landscape features, and generally develop a quality urban environment.

8. Visual identity (pg. 42)

Create special identities for unique districts or places within the planning area, particularly of the waterfront, downtown, old town business district and historic residential neighborhood. Work with property owners to establish standards coordinating information and advertisement signing, street trees, landscape materials, streetscape furnishings, if appropriate, building materials or styles, even colors, to create visual images which organize the disparate elements of the special districts into cohesive, pleasing identities.

2. **Zoning Ordinance:**

Section 17.08.010(D) was recently amended to read as follows:

Fences shall be of board and post construction. The use of plywood or composition sheeting as fence material shall not be permitted.

IV. **BACKGROUND INFORMATION:**

The City Council recently approved an amendment to the zoning code which restricted fencing materials to board and post construction only. As the Staff recalls, it was the intent of the Planning Commission and the City Council to prohibit chain link fences in residential areas of the City. After receiving a number of inquiries regarding fences, however, the Staff wonders if the Planning Commission and City Council intended to restrict other types of fences also. For example, new fence standards do not allow for fences which are usually considered attractive and desirable such as wrought iron or masonry.

The Staff is also unsure if the new amendment was intended to prohibit chain link fences regardless of location or application. For example, chain link is commonly used for outdoor athletic fields and courts. It has high impact resistance, allows observation of the game, and is available in appropriate heights. Chain link may be a logical choice for some commercial applications as well, particularly when the fence is out of the public's view and does not abut a residential area.

V. **REQUEST/PROJECT DESCRIPTION:**

The Staff is supportive of the intent behind the recently adopted fence restrictions and agrees that the board and post construction is appropriate in residential areas. There are areas, however, where an opaque fence may not be desirable. An opaque six foot fence between commercial

waterfront properties, for example, could impact water views. As an alternative to the current fencing restrictions, the Planning Commission may want to consider the following options:

1. In addition to board and post fencing, allow wrought iron or brick masonry fencing or cinder block walls with a coated or veneer finish on the side visible to the public's view.
2. In commercial areas or recreation centers in residential areas, allow chain link attached to wood posts and rails only. (A good example of this application is the Percival Landing Board Walk in Olympia).
3. In areas not abutting residential development and not visible from any public right-of-way, waterway, or designated public space, allow standard chain link fencing including steel posts and rails.

Any or all of these options could be incorporated into our code. The Staff believes that adopting all of them would provide greater flexibility to property owners while preserving the aesthetic qualities of the Harbor.

VI. PUBLIC NOTICE: Required legal notice was published in the Peninsula Gateway on February 9, 1994.

VII. RECOMMENDATION

The Staff recommends that the Planning Commission forward a positive recommendation to the City Council on the following proposed text amendment:

17.08.010 Conformance Required - Fence or Shrub Height.

...
D. Fences shall be constructed of a board and post construction, wrought iron, brick masonry, or cinder block with a coated or veneer finish on the side visible to the public's view. In commercial areas or recreation centers in residential areas, chain link attached to wood posts and rails is permitted. In areas not abutting residential development and not visible from any city right-of-way, waterway, or designated public space, standard chain link fencing including steel posts and rails is permitted. Other materials which have the general appearance and visual quality of approved fence materials may be approved by the Planning Director, however, the use of plywood or composition sheeting as fence material shall not be permitted.
...

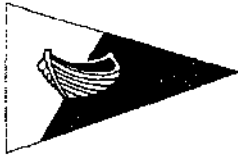
In addition to the above text amendment, the Staff recommends that the fence definition in Section 17.04.340 be amended to include a reference to the code's section on fence requirements, as follows:

...
17.04.340 Fence. "Fence" means a barrier that is constructed of one or more of the following materials or a combination thereof: wood, metal, plastics and masonry materials (see Section 17.08.010 for approved fence materials and heights in Gig Harbor).
...

Project Planner: Steve Osguthorpe, Associate Planner



Date: Feb. 7, 1994



City of Gig Harbor. The "Maritime City."

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

MEMORANDUM

TO: City Council

FROM: Planning Staff *SC*

DATE: February 28, 1994

SUBJECT: SPR 93-05 - Heartwood Homes LTD. -- Request for site plan approval of proposed 15 room motel at 3212 Harborview Drive - site of old Makovich house

Heartwood Homes LTD., new owner of the old Makovich House on Harborview Drive, is requesting site plan approval for a 15 room motel or Inn. The proposal includes renovating the existing house and also expanding the structure to the front and rear. The Hearing Examiner is recommending approval of the site plan subject to conditions recommended by the Staff and also additional conditions based upon input received during the public hearing. 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. The Council will note that there is considerable mention made of a Gazebo on the site. There is apparently no gazebo proposed. The Staff had assumed, based upon initial discussions with the previous owner, that the octagon shaped area on the site plan depicted a gazebo. According to the architect, the area is intended for a deck only.

**CITY OF GIG HARBOR
RESOLUTION #___**

WHEREAS, Heartwood Homes LTD. has requested site plan approval for the construction and operation of a motel or inn building at 3212 Harborview Drive; 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 January 19, 1994; and

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on January 19, 1994 to accept public comment on; 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 February 10, 1994; and,

WHEREAS, the City Council, during its regular meeting of February 28, 1994 reviewed the proposed site plan and the findings and recommendation of the Hearing Examiner; and,

WHEREAS, the City Council has determined that the site plan and the recommendation of the Hearing Examiner to be consistent with City codes and policies regulating site plan development;

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 February 10, 1994, are hereby adopted and the site plan is approved subject to the following conditions:

- (1) Fire Hydrant(s) and fire fighting equipment access shall be required within 150 feet of all portions of the building.
- (2) One unit shall be handicap accessible and shall include a telephone and fire alarm for the hearing impaired.
- (3) A complete fire alarm and sprinkler system as approved by the City's Fire Marshall shall be required.

- (4) Required parking shall not be located in the shared driveway (roadway). Therefore, stall #20 as shown on the submitted site plan shall be eliminated.
- (5) The handicap accessible parking stall shall be van accessible (16' wide) and as approved by the Building Official.
- (6) Minimum walkway widths shall be 44 inches or as approved by the Building Official.
- (7) The two-way driveway width shall be 24 feet minimum.
- (8) The trash enclosure shall accommodate recycle bins as approved by the Building Official. Plans for the enclosure shall be submitted to the Department of Community Development for review and approval prior to the issuance of a building permit.
- (9) A final landscape plan meeting the requirements of the Landscaping Section of the city zoning Code shall be submitted to and approved by the Planning Staff prior to clearing, excavation or building permit issuance. Landscaping, as approved, shall be installed prior to occupancy of the structure. Special attention shall be paid to providing a landscape buffer between the proposed project and the single family house to the north.
- (10) Final elevation drawings showing the treatment of the foundation in the front of the building and all other trim details and materials shall be submitted to the Planning Staff prior to building permit issuance. The applicant is encouraged to incorporate window and trim details on the existing building into the final plan.
- (11) A grading and drainage plan shall be submitted to and approved by the Public Works Department prior to building permit issuance.
- (12) A sign shall be installed in the gazebo which limits hours of use of the gazebo. The gazebo shall not be used between the hours of 10:00 p.m. and 8:00 a.m.
- (13) No hot tub shall be permitted in the gazebo or on the north side of the property as long as the adjacent house to the north is used as a single family purposes.
- (14) All mechanical equipment shall be either located or vented to the south of the existing and proposed buildings.
- (15) All exterior lighting shall be shrouded to minimize light and glare on adjacent properties.
- (16) One sign shall be permitted near the vehicular entrance to the project and shall comply with all requirements of Section 17.80 of the Zoning Code.

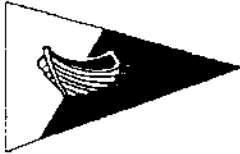
PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this 28th day of February, 1994.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Passed by City Council: 2/28/94
Date published: 3/7/94
Date effective: 3/12/94



City of Gig Harbor. The "Maritime City."

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

GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TO: Hearing Examiner
FROM: Planning Staff
DATE: January 19, 1994

RE: SPR 93-05 - Heartwood Homes LTD. -- Request for
site plan approval of proposed 15 room motel at
3212 Harborview Drive - site of old Makovich
house

=====

I. GENERAL INFORMATION

APPLICANT: Heartwood Homes LTD
Gig Harbor Business Park
5800 Soundview Drive Bldg. 02
Gig Harbor, WA 98335

OWNER: (same)

AGENT: Robert Mitton (Heartwood Homes)

II. PROPERTY DESCRIPTION

1. Location: 3212 Harborview Drive
Assessor's parcel #02-21-08-210-2
2. Site Area/Acreage: 15,000 sq.ft.
3. Natural Site Characteristics:
 - i. Soil Type: Harstine, sand gravelly loam
 - ii. Slope: Approximately 9 percent
 - iii. Drainage: Easterly toward street storm sewer.
 - iv. Vegetation: Primarily domestic vegetation including fruit and pine trees plus and a few fir and cedar trees.

4. Zoning:

- i. Subject parcel: DB (Downtown Business)
- ii. Adjacent zoning and land use:
 - North: DB
 - South: DB
 - East: WC (Waterfront Commercial)
 - West: DB

5. Utilities/road access: The parcel is served by City sewer and water and is accessed off of Harborview Drive, a city street.

III. APPLICABLE LAND-USE POLICIES/CODES

1. Comprehensive Plan: The Comprehensive Plan outlines the following pertinent goals and policies.

GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES
(pg. 20)

Support local business development efforts, property investment projects and programs, and protect local economic opportunities.

8. Property revitalization

Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. . .

GOAL: PROTECT VALUABLE FEATURES OF THE MANMADE ENVIRONMENT (pg. 39)

Blend new land uses with the features and characteristics which have come to be valued from past developments of the manmade environment. Enforce exacting performance standards governing possible conversions of existing buildings or sites which have unique social value.

1. Historical/cultural sites

Encourage the protection of lands, buildings or other site features which are unique archaeological sites, historic areas, publicly designated landmark districts or buildings . . .

2. Special social or visual interest

Enforce exacting performance standards governing possible land use development or possible alteration of existing building or sites which have socially valued, interesting or unique facilities or characteristics, including visual values. Identify acceptable adaptive reuse concepts and design and/or financial incentives which can be used to help with building or site modifications costs. . .

2. **Zoning Ordinance:**

Section 17.31.010 of the zoning ordinance states that the intent of the DB district is, in part, to provide for an area that offers a broad range of goods and services for the citizens of Gig Harbor, and to promote and enhance services and activities which cater to visitors to the city.

Section 17.31.020 states that guest accommodations are a permitted use in the DB zone.

Section 17.72.030(N) states that 1 1/4 parking spaces shall be provided for each room to rent.

Other relevant sections include Section 17.78 (landscaping and screening requirements), Section 17.80 (signs) and 17.96 which outlines the general site plan review requirements.

IV. BACKGROUND INFORMATION:

Although the City of Gig Harbor does not have a designated historic district there are a number of structures within Gig Harbor which have been included on a cultural resource survey prepared by Pierce County. The survey includes properties which could potentially qualify for historic designation should the City choose to adopt a historic preservation ordinance. The old Mackovich house on the applicant's property is included on that listing. The house was originally built around the year 1912 for Lee Makovich who was "on the original building committee for the St. Nicholas Church, and was also on its board."

The house has design characteristic common to many Gig Harbor historic residences. Its simple form and symmetry is of vernacular descent, as are its one-over-one double hung windows and clapboard siding. The knee braces in the eaves and exposed rafter ends depict the craftsman style

homes of Gig Harbor while its "elephant foot" porch posts reflect the bungalow style cottage which became popular after the turn of the century. Its lofty design with a full front porch is indicative of the larger historic homes built along Harborview Drive.

The property itself has few constraints for development. Concerns have been expressed by interested citizens in relation to some wet portions of the property and also regarding slag deposits on the adjacent Barry Brunette parcel. However, the wet portions of the property are not considered wetlands (there are a number of seeps along this hillside) and there is no current proposal to regrade or otherwise disturb the known areas of slag on Mr. Brunette's property. The applicant has agreed with Mr. Brunette to develop a shared driveway access to avoid an additional curb cut, but this will not be in the area of the slag fill.

V. REQUEST/PROJECT DESCRIPTION:

The current proposal is to renovate the existing house into a 15 room motel or inn. This will involve removal of the existing front porch and the addition of four rooms on the front of the house and five rooms plus a lobby on along the back. The proposal is more specifically described as follows:

Design

The additions have been designed to maintain maximum viewing potential from the rooms while retaining the roof pitch of the original structure. To meet both objectives, the roof of the front addition has been broken down into five contiguous gables, forming a "sawtooth" design. Multiple gables allows the architect to match the roof pitch of the original house while minimizing the height of the gables. The gables have been strategically located between the front windows of the original house to allow views between the roof forms. The back side of the house has been designed in a similar fashion except that a mid-size gable has been incorporated between the smaller gables, thus softening the "saw-tooth" effect.

Within the front facing gables of the additions, the architect has incorporated palladian style windows with dividers. Windows on the original structure will be replaced to match the windows on the additions. Specifications on window types have not been submitted so it is not clear if these are true divided windows or if the commonly used plastic grids will be used. In any event, the windows are a departure from the type used on

the original house and on other historic structures in Gig Harbor.

Various individuals inquiring about the project have expressed concern over how the architect intends to finish the foundation wall below the front windows. It appears that a significant portion of the foundation will be visible in this location and will be placed close to the sidewalk. A few individuals have suggested placing stone or brick planters in front of the foundation consistent with the other planters in the downtown area.

Site Plan

The site has been designed to place most of the parking behind the building. 20 parking spaces are required. Four spaces will be provided on the south side of the building with the remaining 16 being located in the back. The parking arrangement is somewhat tight. Two of the spaces are located under a check-in canopy which will be used for parking only if remaining spaces are filled. However, the applicant expects that a significant portion of guests will be "boat-in" and that the parking lot will rarely be full.

A gazebo is proposed to be placed on the north side of the building. No elevation drawings of the gazebo have been submitted.

VI. PUBLIC NOTICE:

The property was posted and legal notice was sent to the Peninsula Gateway and to property owners within 300 feet. To date, the Staff has received a number of inquiries regarding this proposal. One written comment was received from June H. Doherty of the Peninsula Historical Society who states, "The design of the future hotel is a better concept than I had imagined. The pitched roofs look good. I do wish the porch or front of the original building could be retained".

VII. ANALYSIS:

The Planning Staff has few concerns with this proposal as far as far as the site plan is concerned. It conforms to all setback, parking and circulation requirements, although additional detailing for handicap parking will be required to determine conformance with new accessibility standards. The overall parking arrangement is tight and circulation is rather cumbersome. Cars exiting parking

stalls 7 - 9 as shown on the plan will have a difficult time maneuvering and there is a tight turning angle where the rear parking lot meets the sideyard driveway.

The plan has a number of positive things going for it, however. Locating the parking in the rear preserves the downtown streetscape by allowing the zero setback structures which typify most downtown settings. The plan also provides for a shared driveway access with the adjacent parcel. This avoids additional curb cuts and asphalt surfaces visible from the sidewalk but it will require evidence of a recorded access easement for both parcels. The proposal also incorporates on-site amenities including the gazebo. While it is not clear if the public will have access to the gazebo, it provides (if only visually) a human or communal element to the streetscape.

Regarding the proposed design of the building, it is clear that the historic integrity of the original structure will be lost. The removal of the front porch is significant and the original structure is largely buried between the new additions. The architect has, however, attempted to retain some of the characteristic forms of the original structure. The Staff expressed concern over an initial design showing a flat roofed addition on the front of the house because it appeared insensitive to the original structure's design. The architect willingly revised the design to include multiple gables which, though not ideal, at least reflects the roof pitch of the existing house.

The Staff's principle concern with the design is the proposed window styles. The Palladian style windows (arched windows centered above wider rectangular windows) shown on the front elevation are at best a suburban trend and are inconsistent with Gig Harbor's vernacular architecture. Additionally, the small-paned window design is more reflective of colonial architecture which, again, is not indigenous to Gig Harbor. The windows on the existing structure are one-over-one double hung windows and the replacement of these with the small-paned casement(?) windows will significantly alter the character of the building.

It is assumed that the larger windows are intended to provide better lighting and views to each room. However, the same results could be achieved by using paired double hung windows (or possibly a "Chicago" style window). This would be consistent with the original windows on the house and also with the historic homes surrounding the site. The brick Skansie house across street, for example, has paired double hung windows in the roof gables and dormers.

In general, the proposed design is well conceived and should prove to be an asset to the downtown area. However, the Staff encourages the applicant to more

carefully consider the details of the design by identifying and preserving the historic elements of the existing structure's architecture (e.g., window types, craftsman-style details, etc.). These can be easily incorporated into the proposed design without significant alterations.

The Staff recognizes that Gig Harbor does not regulate design in its historic areas and that historic preservation efforts are not mandatory. Nonetheless, there is considerable interest by many citizens of the community to retain, if not the integrity of historic structures, then at least the character these structures lend to the downtown/Millville areas. It is this character which draws guests and visitors to Gig Harbor and which will play a crucial role in retaining the vitality of the downtown commercial business district consistent with the comprehensive plan goals stated previously.

Additional Staff and/or agency comments are as follows:

1. Building Official: The Building Official has submitted the following comments:
 - a. Fire Hydrant(s) will be required within 150 feet of all portions of the building.
 - b. Access within 150 feet is also required.
 - c. One unit must be handicap accessible including for the hearing impaired (telephone & fire alarm).
 - d. A complete fire alarm & sprinkler system will be required.
 - e. Required parking should not be located in the shared driveway (roadway) if it involves access to the adjacent parcel.
 - f. Accessible parking stall must be van accessible (16' wide).
 - g. Minimum walkway width is 44 inches.
 - h. Minimum two-way road width is 24 feet.
 - i. Trash enclosure must accommodate recycle bins.
2. Public Works: The Public Works Department has reviewed the proposed traffic study prepared by Heath & Associates and concurs with the study's

conclusion that the project should not create a significant increase in traffic congestion based on 9 vph p.m. and 8 vph a.m. trips.

3. SEPA Responsible Official: The SEPA Responsible Official issued a determination of non-significance (DNS) on December 22, 1993. There have been no comments received regarding this DNS.

VIII. CONCLUSIONS

The proposed motel represents an extensive use of a previously residential structure and site. However, the Staff believes that the architect has done an admirable job considering the restrictive parameters of the site and zoning code requirements. The Staff finds that the proposed Motel meets all code requirements and that the proposed structure will, with minor modifications and as conditioned, be a positive and contributory element in the downtown setting. The Staff is hopeful that the applicant will give additional thought to some of the building's details as he further examines the characteristic elements of Gig Harbor's historic structures.


IX. RECOMMENDATION

The Staff recommends approval of the proposed motel and site plan subject to the following conditions:

1. Fire Hydrant(s) and fire fighting equipment access shall be required within 150 feet of all portions of the building.
2. One unit shall be handicap accessible and shall include a telephone & fire alarm for the hearing impaired.
3. A complete fire alarm & sprinkler system as approved by the City's Fire Marshall shall be required.
4. Required parking shall not be located in the shared driveway (roadway). If stall #20 as shown on the submitted site plan cannot be located on-site out of the roadway, the applicant may (1) eliminate one rentable unit, (2) acquire off-site parking consistent with Section 17.70.020(B) of the City's parking standards, or (3) apply for variance approval to reduce the required parking.

5. The handicap accessible parking stall shall be van accessible (16' wide) and as approved by the Building Official.
6. Minimum walkway widths shall be 44 inches or as approved by the Building Official.
7. The two-way driveway width shall be 24 feet minimum.
8. The trash enclosure shall accommodate recycle bins as approved by the Building Official.
9. A final landscape plan meeting the requirements of the Landscaping Section of the City zoning Code shall be submitted to and approved by the Planning Staff prior to clearing, excavation or building permit issuance. Landscaping, as approved, shall be installed prior to occupancy of the structure.
10. Final elevation drawings showing the treatment of the foundation in the front of the building and showing all other trim details and materials shall be submitted to the Planning Staff prior to building permit issuance. The applicant is encourage to incorporate window and trim details on the existing building into the final plan.
11. A grading and drainage plan shall be submitted to and approved by the Public Works Department prior to building permit issuance.

Project Planner: Steve Osguthorpe, Associate Planner


Date: January 19, 1994

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

APPLICANT: Heartwood Homes, LTD.
CASE NO.: SPR 93-5
LOCATION: 3212 Harborview Drive
APPLICATION: Request for site plan approval for a proposed 15 room motel.

SUMMARY OF RECOMMENDATIONS:

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

PUBLIC HEARING:

After reviewing the official file which included the Planning Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Heartwood Homes application was opened at 5:07 pm January 19, 1994, in City Hall, Gig Harbor, Washington, and closed for oral testimony at 7:12 pm. The hearing was held open administratively through close of business on January 26, 1994. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the hearing. A verbatim recording of the hearing is available in the Planning Department.

FINDINGS CONCLUSIONS AND RECOMMENDATION:

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

FINDINGS:

1. The subject property is located at 3212 Harborview Drive. The lot is 15,000 square feet in size and a house, built in about 1912, is located on the property.
2. The applicant proposes to remodel the existing house and add two new buildings. The purpose of the remodel and new buildings is to create a 15 room motel or inn. Please refer to the staff report (Exhibit A) for a more detailed description of the proposal.
3. The site is zoned DB (Downtown Business) and adjacent zoning is as follows:
 - North: DB
 - South: DB
 - East: WC (Waterfront Commercial)
 - West: DB

The applicant has not requested a change in zoning.

4. The applicant proposes an 8 foot setback between the front property line and one of the proposed new buildings. Varying setbacks are proposed for the side and rear yards. No setbacks are required per section 17.31.060 of the zoning code unless the DB district abuts a residentially zoned district. A landscape buffer is proposed along the side and rear property lines and flower boxes are proposed in front of the buildings.
A gazebo is proposed to be located on the north side of the existing house.
5. The SEPA Responsible Official issued a determination of non-significance (DNS) on December 22, 1993. No comments were received on the DNS.
6. The site slopes down to the east towards the street. Fill has been placed on the adjacent property (the Brunette property). The applicant does not intend to disturb the fill the adjacent property.
7. There is a house located on the DB zoned property on the north and site plan approval has been granted for a proposed retail/office development on the property to the south and west of the subject site (the Brunette property).
8. As noted in #4 above, the area is zoned for commercial uses, however, existing development in the area is characterized by a mix of commercial and residential uses.
9. There are several Comprehensive Plan goals and policies which are applicable to this application and which have been identified in Section III of the staff report (Exhibit A).
10. Applicable zoning regulations are noted in the staff report (Exhibit A).
11. One written comment was received by the Community Development Department. The letter was generally supportive of the application and was summarized in Section VI of the staff report (Exhibit A).
12. The City's Building Official submitted comments which were incorporated into the conditions of approval recommended in Exhibit A.
13. One person spoke in favor of the application at the public hearing. He felt the proposal would preserve the character of the historic structure and felt the shared access is a good concept as it reduces curb cuts and allows more on street parking.
14. Seven people asked questions expressed concerns or voiced objections to the proposal. Their questions, concerns and objections included the following:
 - a. The development will add to the traffic problems which now exist on Harborview.
 - b. This proposal will exacerbate the parking shortage which already exists along Harborview.
 - c. The proposed gazebo, hot tub and walkway will impact the privacy of the existing single family house to the north.

- d. Will there be hours of operation for the gazebo and possible hot tub, and will there be staff on duty 24 hours a day?
 - e. Noise from the parking lot, gazebo, and mechanical equipment may disturb existing residents. Where will the mechanical equipment be located?
 - f. Even though the area is zoned for commercial uses it is still a residential neighborhood.
 - g. The proposed development will be out of scale with the surrounding uses.
 - h. Will there be any food or drink service on the premises?
 - i. Where will the dumpster be located, and how will it be screened?
 - j. What type of outdoor lighting is proposed?
 - k. What type of fence or landscape buffer is proposed (particularly between the proposed inn and the adjacent existing residence to the north)?
 - l. How many signs will there be and how large will they be?
 - m. Surface water runoff is a concern.
 - n. Any site plan approval should be binding and any changes to the approved site plan should be subject to a new public hearing.
15. The applicant's representatives responded to the questions and concerns raised at the hearing. Their responses are summarized as follows:
- a. A traffic study was prepared by a traffic engineer and the proposal was determined to generate less than 10 peak hour trips.
 - b. The zoning ordinance requires 19 parking spaces and 20 are shown on the proposed site plan.
 - c. The proposed gazebo is intended to be a landscape feature. No hot tub is proposed in the gazebo at this time and the walkway next to the gazebo is intended to separate pedestrian traffic from the auto traffic entering the parking lot. The walkway will provide a pedestrian connection between the inn and the sidewalk.
 - d. The mechanical equipment will be located or vented on the vehicle access side of the project. The noise ordinance in effect will be complied with.
 - e. 24 hour security will be provided.
 - f. The inn will be more like a large house than like a commercial structure.
 - g. The proposal meets all of the bulk and scale provisions of the City's zoning code.
 - h. No food or drink service is proposed and continental breakfasts will not be served.
 - i. The dumpster will be located on the western corner of the site as shown on the site plan and will be screened.
 - j. Several small outside lights are proposed rather than any large outside lights.

- k. An attempt will be made to save all perimeter trees including the redwood trees and the row of cedar trees. No fence is proposed. Rather, a landscape buffer is proposed to further reduce the commercial aspect of this proposal.
 - l. One sign is proposed to be located by the vehicle entrance to the property and the size of the sign will comply with City codes.
 - m. A drainage plan will be prepared for review and approval by the City's Public Works Director.
16. Community Development staff recommended approval of the proposal with conditions. Staff encouraged the applicant to retain the existing buildings historic appearance and incorporate the existing buildings window and trim details into the final overall plan. (See Exhibit A).
17. The Public Works Director conducted a second review of the potential traffic impacts at the Hearing Examiner's request following the Public Hearing. His review concurred with the proponent's traffic study. In his memo (Exhibit C) he states:
- "Since the proposal generates less than 10 peak hour trips, a more extensive traffic analysis would not be required, as per City of Gig Harbor Resolution."

II. CONCLUSIONS:

1. There was no appeal from the Responsible Official's DNS for this proposal and the proposed use is a use allowed within the DB zone. Therefore, the following analysis is limited to the site plan review of the subject proposal.
2. The jurisdiction of the Hearing Examiner in this matter is pursuant to Sections 17.78 (landscaping and screening requirements), 17.80 (signs) and 17.96 (site plan review).
3. The principal issue to be determined in this analysis is whether or not the proposal complies with the three criteria spelled out in Section 17.96.030 of the code.
 - a. The first criterion checks the proposal's compatibility with the City's comprehensive plan:

A review of the plan results in the conclusion that the proposal is compatible with the plan and is specifically compatible with the following goals and policies of the plan:

GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES (pg. 20)

Support local business development efforts, property investment projects and programs, and protect local economic opportunities.

8 Property revitalization

Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city....

GOAL: PROTECT VALUABLE FEATURES OF THE MANMADE ENVIRONMENT (pg. 39)

Blend new land uses with the features and characteristics which have come to be valued from past developments of the manmade environment. Enforce exacting performance standards governing possible conversions of existing buildings or sites which have unique social value.

1. Historical/cultural sites

Encourage the protection of lands, buildings or other site features which are unique archaeological sites, historic areas, public designated landmark districts or buildings...

2. Special social or visual interest

Enforce exacting performance standards governing possible land use development or possible alteration of existing building or sites which have socially valued, interesting or unique facilities or characteristics, including visual values. Identify acceptable adaptive reuse concepts and design and/or financial incentives which can be used to help with building or site modifications costs...

b. Compatibility with the surrounding buildings' occupancy and use factors:

As noted in the findings above, there is a mix of building types and uses in the area surrounding the subject site. The project fronts on Harborview which is one of the main commercial streets in the downtown area. Also, as noted in the findings, site plan approval has been granted for commercial/office project which abuts two sides of this project. A single family house abuts the one remaining side of the proposed project. All of the surrounding properties are zoned for commercial uses and Section 17.31.010 of the zoning ordinance states that the intent of the DB district is, in part, to provide for an area that offers a broad range of goods and services for the citizens of Gig Harbor, and to promote and enhance services and activities which cater to visitors to the city.

The proposal as conditioned below would bolster the functions of the site as a commercial location, while at the same time retaining a good transition to the single family house to the north.

Also, as conditioned below, it is believed the proposal would be compatible with the second criterion.

c. The third criterion requires that the project comply with all relevant statutory codes, regulations and ordinances:

The staff report (Exhibit A) concluded in part in part in Section VIII on page 8 that the proposed motel meets all code requirements and that the proposed structure will, with minor modifications and as conditioned, be a positive and contributory element in the downtown setting. After reviewing the proposal

and after adding conditions and modifying some of the conditions recommended by staff it is believed by the Examiner that the proposal does indeed meet the City's code requirements.

III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the request for site plan approval be granted, subject to the following conditions:

1. Fire Hydrant (s) and fire fighting equipment access shall be required within 150 feet of all portions of the building.
2. One unit shall be handicap accessible and shall include a telephone and fire alarm for the hearing impaired.
3. A complete fire alarm and sprinkler system as approved by the City's Fire Marshall shall be required.
4. Required parking shall not be located in the shared driveway (roadway). Therefore, stall #20 as shown on the submitted site plan shall be eliminated.
5. The handicap accessible parking stall shall be van accessible (16' wide) and as approved by the Building Official.
6. Minimum walkway widths shall be 44 inches or as approved by the Building Official.
7. The two-way driveway width shall be 24 feet minimum.
8. The trash enclosure shall accommodate recycle bins as approved by the Building Official. Plans for the enclosure shall be submitted to the Department of Community Development for review and approval prior to the issuance of a building permit.
9. A final landscape plan meeting the requirements of the Landscaping Section of the City zoning Code shall be submitted to and approved by the Planning Staff prior to clearing, excavation or building permit issuance. Landscaping, as approved, shall be installed prior to occupancy of the structure. Special attention shall be paid to providing a landscape buffer between the proposed project and the single family house to the north.
10. Final elevation drawings showing the treatment of the foundation in the front of the building and showing all other trim details and materials shall be submitted to the Planning Staff prior to building permit issuance. The applicant is encouraged to incorporate window and trim details on the existing building into the final plan.
11. A grading and drainage plan shall be submitted to and approved by the Public Works Department prior to building permit issuance.
12. A sign shall be installed in the gazebo which limits hours of use of the gazebo. The gazebo shall not be used between the houses of 10:00 pm and 8:00 am.
13. No hot tub shall be permitted in the gazebo or on the north side of the property as long as the adjacent house to the north is used as a single family purposes.

14. All mechanical equipment shall be either located or vented to the south of the existing and proposed buildings.
15. All exterior lighting shall be shrouded to minimize light and glare on adjacent properties.
16. One sign shall be permitted near the vehicular entrance to the project and shall comply with all requirements of section 17.80 of the Zoning Code.

Dated this 10th day of February, 1994.

A handwritten signature in cursive script, appearing to read "Ron McConnell".

Ron McConnell
Hearing Examiner

RECOMMENDATION:

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.

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.

**MINUTES OF THE JANUARY 19, 1994
HEARING OF THE HEARTWOOD HOMES
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing were: Steve Osguthorpe, representing the City of Gig Harbor; Bob Mitton and Bob Eckert, representing the applicant; Carl Halsan, speaking in favor of the application; and John Miller, Susan O'Brien, Lynn Martin, Daryl Schlick, Ella Mary Thorpe, and Katy Huff, expressing concerns and/or objections to the application.

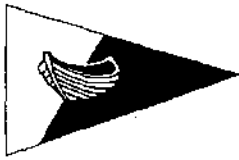
EXHIBITS:

The following exhibits were offered and entered into the record:


- A. Planning Staff's Advisory Report.
- B. Slides and photos of the area.
- C. Memo from Ben Yacici, Director of Public Works, dated January 24, 1994.

PARTIES OF RECORD:

- Bob Mitton
Heartwood Homes, Ltd.
5800 Soundview Dr., Building 02
Gig Harbor, WA 98335
- Robert Eckert
5048 Cromwell Dr. NW
Gig Harbor, WA 98335
- John Miller
6556 Snug Harbor Lane
Gig Harbor, Wa 98335
- Ella May Thorpe
8020 Goodman Dr. NW
Gig Harbor, WA 98335
- Susan O'Brien
3214 Harborview Dr.
Gig Harbor, WA 98335
- Daryl Schlick and Lynn Martin
PO Box 2
Wanna, WA 98395
- Carl Halsan
3525 Harborview Dr.
Gig Harbor, WA 98335
- Katy Huff
3314 Rosedale
Gig Harbor, WA 98335



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

TO: Mayor Wilbert and City Council
FROM:  Planning Staff
SUBJ.: Request to Extend Preliminary Plat Expiration Date (Mr. Michael Crum)
DATE: 2/23/94

BACKGROUND

Mr. Mike Crum has requested a time extension on the preliminary plat of a subdivision which is set to expire on May 31, 1994. The subdivision was granted preliminary plat approval by the Pierce County Hearing Examiner in May of 1991, prior to annexation into the City.

In reference to the State Subdivision Act (RCW 58.17), a preliminary plat may be granted one extension up to a maximum of one year. The criteria for granting an extension is the showing of a "good faith effort" to submit the final plat within the three year period. The City subdivision code, Title 16 of the GHMC, does not provide any additional elaboration on the time requirements for a preliminary plat. Therefore, the city must default to RCW 58.17.

Mr. Crum and other individuals have had several meetings with staff on what standards the City would apply to accept this final plat which was initially granted approval by the County. The City has consistently stated that if the plat is constructed to city standards, including the compliance with conditions of preliminary plat approval, as applicable to the City, and off-site upgrading of 76th Street NW (a private street) to City standards, then staff would make a favorable recommendation on the final plat to the City Council.

Although the City is not obligated to accept a plat which does not conform to City Standards, Mr. Crum has agreed to construct the plat to City standards, including that portion of 76th Street NW which provides access from Skansi Avenue.

RECOMMENDATION

Staff recommends granting the one year preliminary plat extension. The revised plat expiration date would be May 31, 1995.

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

WHEREAS, Mr. Mike Crum has submitted a request to the Gig Harbor City Council to consider a time extension on the preliminary plat of Silverwood, which was previously approved by the Pierce County Hearing Examiner in 1991; and,

WHEREAS, in reference to the State Subdivision Act (RCW 58.17), a preliminary plat may be granted one extension up to a maximum of one year; and,

WHEREAS, the criteria for granting an extension is the showing of a "good faith effort" to submit the final plat within the three year period; and,

WHEREAS, the City subdivision code, Title 16 of the GHMC, does not provide any additional elaboration on the time requirements for a preliminary plat.

WHEREAS, Mr. Crum has agreed to construct the plat to City standards, including that portion of 76th Street NW which provides access from Skansi Avenue.

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

That the preliminary plat of Silverwood is granted a one year extension to May 31, 1995.

PASSED this 28th day of February, 1994.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator

Filed with City Clerk: 2/23/94
Passed by City Council:

December 28, 1993

Mayor Gretchen Gilbert
& Gig Harbor City Council
3105 Judson ST
Gig Harbor, WA 98335

Mayor Gilbert & City Council Members;

Regarding the preliminary plat of Silverwood. Which was County approved on May 31, 1991, and annexation to the City of Gig Harbor was approved and effective on June 25, 1992.

Due to the Counties approval being contingent upon annexation to the city for utilities etc.. and the slump in sales, due to an uncertain economy, I am asking for a one year extension to obtain engineering and market the subdivision of Silverwood.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Crum".

Mike Crum

acceptance of such improvements. [1974 ex.s. c 134 § 7; 1969 ex.s. c 271 § 13.]

58.17.140 Time limitation for approval or disapproval of plats—Extensions. Preliminary plats of any proposed subdivision and dedication shall be approved, disapproved, or returned to the applicant for modification or correction within ninety days from date of filing thereof unless the applicant consents to an extension of such time period or the ninety day limitation is extended to include up to twenty-one days as specified under RCW 58.17.095(3): PROVIDED, That if an environmental impact statement is required as provided in RCW 43.21C.030, the ninety day period shall not include the time spent preparing and circulating the environmental impact statement by the local government agency. Final plats and short plats shall be approved, disapproved, or returned to the applicant within thirty days from the date of filing thereof, unless the applicant consents to an extension of such time period. A final plat meeting all requirements of this chapter shall be submitted to the legislative body of the city, town, or county for approval within three years of the date of preliminary plat approval: PROVIDED, That this three-year time period shall retroactively apply to any preliminary plat pending before a city, town, or county as of July 24, 1983, where the authority to proceed with the filing of a final plat has not lapsed under an applicable city, town, or county ordinance containing a shorter time period that was in effect when the preliminary plat was approved. An applicant who files a written request with the legislative body of the city, town, or county at least thirty days before the expiration of this three-year period shall be granted one one-year extension upon a showing that the applicant has attempted in good faith to submit the final plat within the three-year period. Nothing contained in this section shall act to prevent any city, town, or county from adopting by ordinance procedures which would allow other extensions of time that may or may not contain additional or altered conditions and requirements. [1986 c 233 § 2; 1983 c 121 § 3; 1981 c 293 § 7; 1974 ex.s. c 134 § 8; 1969 ex.s. c 271 § 14.]

Applicability—1986 c 233: See note following RCW 58.17.095.

Severability—1981 c 293: See note following RCW 58.17.010.

58.17.150 Recommendations of certain agencies to accompany plats submitted for final approval. Each preliminary plat submitted for final approval of the legislative body shall be accompanied by the following agencies' recommendations for approval or disapproval:

(1) Local health department or other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply;

(2) Local planning agency or commission, charged with the responsibility of reviewing plats and subdivisions, as to compliance with all terms of the preliminary approval of the proposed plat subdivision or dedication;

(3) City, town or county engineer.

Except as provided in RCW 58.17.140, an agency or person issuing a recommendation for subsequent approval under subsections (1) and (3) of this section shall not modify the terms of its recommendations without the consent of the

applicant. [1983 c 121 § 4; 1981 c 293 § 8; 1969 ex.s. c 271 § 15.]

Severability—1981 c 293: See note following RCW 58.17.010.

58.17.155 Short subdivision adjacent to state highway—Notice to department of transportation. Whenever a city, town, or county receives an application for the approval of a short plat of a short subdivision that is located adjacent to the right of way of a state highway, the responsible administrator shall give written notice of the application, including a legal description of the short subdivision and a location map, to the department of transportation. The department shall, within fourteen days after receiving the notice, submit to the responsible administrator who furnished the notice a statement with any information that the department deems to be relevant about the effect of the proposed short subdivision upon the legal access to the state highway, the traffic carrying capacity of the state highway and the safety of the users of the state highway. [1984 c 47 § 1.]

58.17.160 Requirements for each plat or replat filed for record. Each and every plat, or replat, of any property filed for record shall:

(1) Contain a statement of approval from the city, town or county licensed road engineer or by a licensed engineer acting on behalf of the city, town or county as to the layout of streets, alleys and other rights of way, design of bridges, sewage and water systems, and other structures;

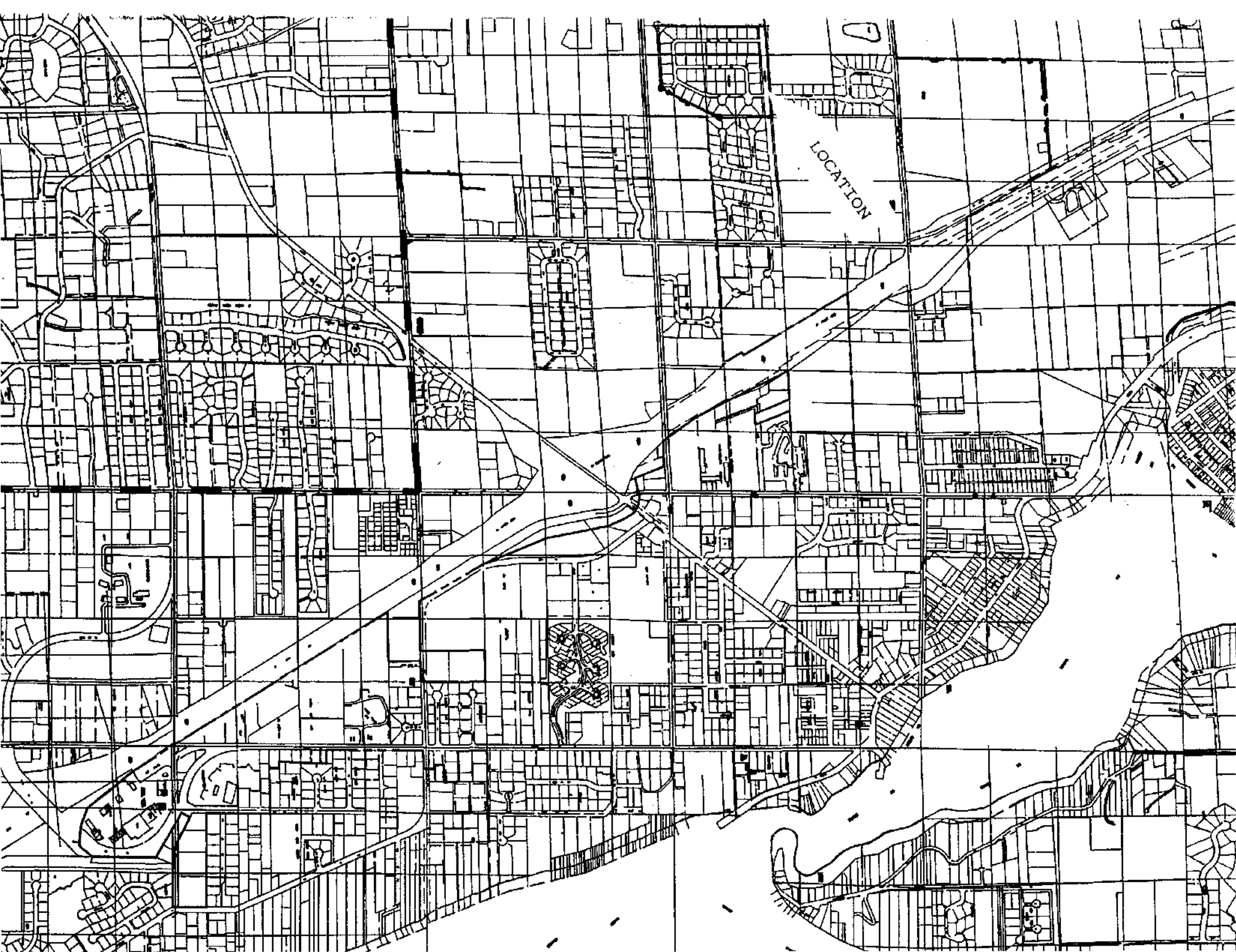
(2) Be accompanied by a complete survey of the section or sections in which the plat or replat is located made to surveying standards adopted by the division of engineering services of the department of natural resources pursuant to RCW 58.24.040.

(3) Be acknowledged by the person filing the plat before the auditor of the county in which the land is located, or any other officer who is authorized by law to take acknowledgment of deeds, and a certificate of said acknowledgment shall be enclosed or annexed to such plat and recorded therewith.

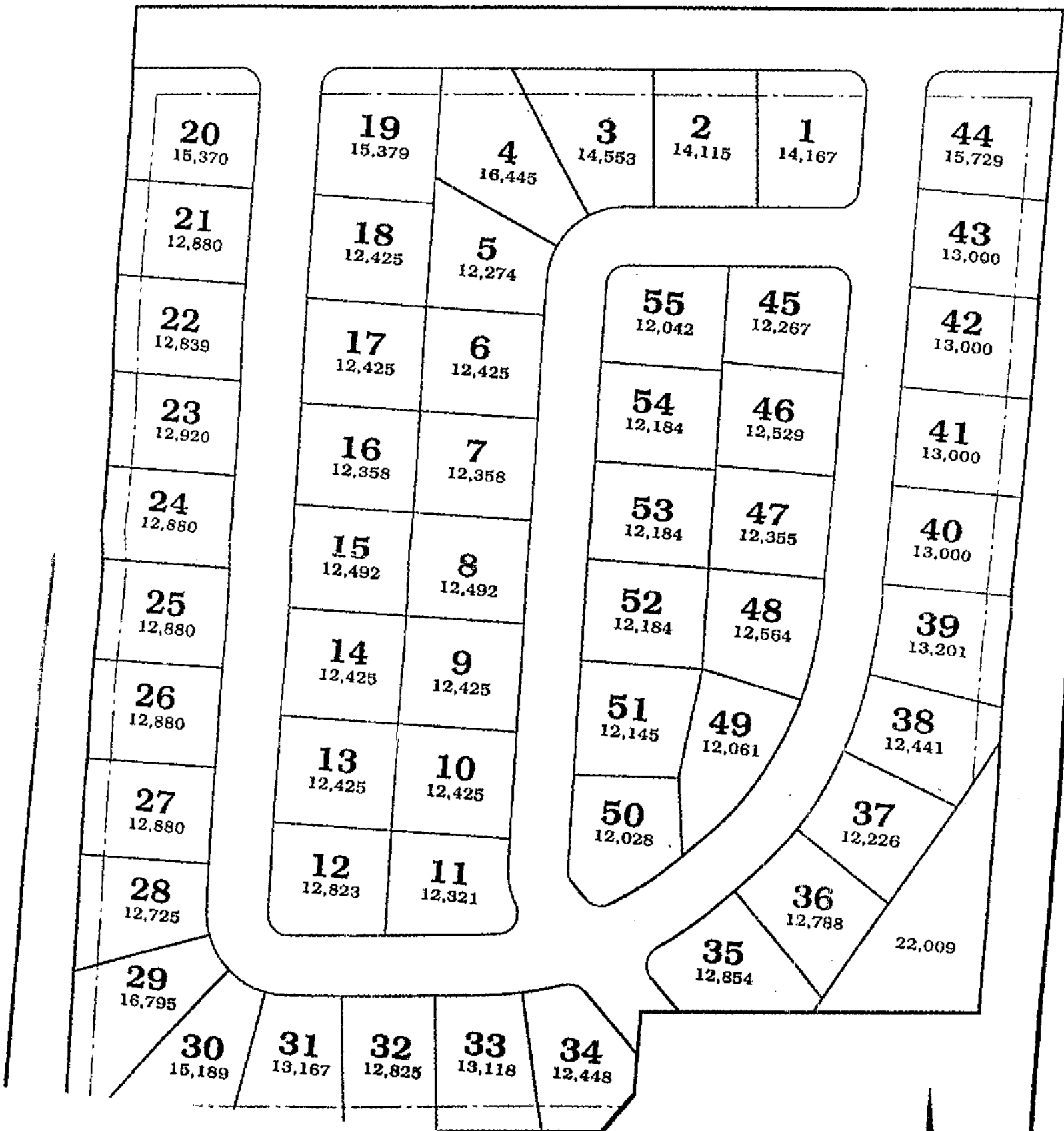
(4) Contain a certification from the proper officer or officers in charge of tax collections that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

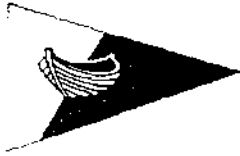
No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county. [1985 c 99 § 1; 1969 ex.s. c 271 § 16.]

58.17.165 Certificate giving description and statement of owners must accompany final plat—Dedication, certificate requirements if plat contains—Waiver. Every final plat or short plat of a subdivision or short subdivision filed for record must contain a certificate giving a full and correct description of the lands divided as they appear on the plat or short plat, including a statement that the subdivision or short subdivision has been made with the free consent and in accordance with the desires of the owner or owners.



The REVISED Preliminary Plat of
Silverwood





City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 143
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

MEMORANDUM

TO: Mayor Gretchen Wilbert and City Council

FROM: Planning Staff *JD*

DATE: February 28, 1994

RE: SPR 93-02 - Request to amend site plan for proposed car wash at 6750 Kimball Drive

Request:

Snodgrass Freeman Associates, AIA, representing PBA Inc., is requesting an amendment to the approved site plan for a car wash at 6750 Kimball Drive. The revised site plan consists of deleting 3434 square feet of retail space in favor a 1948 square feet of a "drive-thru" automotive service bays.

Background Information:

The site plan was originally approved in August of 1993. The Council may recall that the approve site plan indicated both a car wash tunnel and attached retail floor space. At the time of the site plan submittal, the applicants did not have a specific tenant in mind for the retail space and speculated that the space may be used for a drive-in type of automotive service. With this in mind, the elevations and site plan indicated that the back side of the building may include garage doors, but the front of the building was designed as a store front.

Project Description:

The amendment involves replacing the storefronts with three service bay doors and removing the landscaped area to provide stacking lanes for service bays. The mass of the original building will be reduced resulting in increased paving behind the building. This should not result in any change to the visual scale of the building as seen from the street.

Issues for Consideration:

The most notable change is the removal of a sizeable area of landscaping on the front side of the building, replacing green space for asphalt. The Staff's primary concern with this change relates to Section 17.78.070 of the landscaping section of the zoning code. The code states that perimeter areas not covered with buildings, driveways, etc., shall be landscaped. The required width of the landscaped perimeter area shall be the required yard or setback. Section 17.78.100 states that the planning director may authorize modifications of the landscape requirements when alternative plans comply with the intent of this chapter and results in a superior landscape solution. The Staff believed that, while a significant portion of the setback area was not landscaped (approximately 52% is covered in asphalt), the intent of this requirement would be met by the generous use of greenery proposed near the building.

There were some preliminary concerns over the traffic study that was submitted with the proposal because the study did not incorporate the retail and office use. Accordingly, Mr. Yazici indicated in his memo of June 29, 1993 that the applicant should contribute a fair share of the cost of bringing the LOS of the intersection of Pioneer and Kimball Drive from F to D based upon a revised traffic study incorporating the retail and office uses. In response, the applicant indicated that the retail and office uses are part of the car wash operation as they are "bay type structures where special cleaning takes place" and that the office space is for car wash employee use only. Accordingly, the applicant stated that they are included in the traffic study.

The current revision raises the question as to whether or not they are indeed the same use or if the traffic study adequately addressed the impact for what appears to be separate (albeit somewhat related) uses. If the applicant yet maintains that the automotive service space (previously proposed retail space) is part of the car wash operation, then the traffic study is sufficient for the proposed use. In this case, however, the Staff recommends that the approval be granted upon the additional condition that the retail space and office space shall not be leased as separate tenant spaces and that they shall be operated as one business under one business license, unless the tenant submits to the City a traffic study which includes separate uses for these spaces and agrees to any mitigating measures as stated in the original site plan approval.

The original site plan was purportedly designed to stack 34 cars to meet the car wash parking demand. Parking for the retail space was based upon the required one stall for every 300 square feet of retail space. The parking requirement for an automotive service bays is more restrictive, requiring four spaces for every service bay. The proposal revision would therefore require 12 parking spaces for the service bays, when only 10 parking spaces plus 4 vacuum bays are provided in the revised plan. This may or may not be adequate, depending on the specific business proposed for the service bays. A "quick-lube", for example, doesn't require parking stalls as much as stacking lanes for cars waiting to enter a service bay. The revised plan indicates a service bay stacking area for 6 vehicles.

The revised site plan also indicates a car wash stacking area for 15 cars. However, assuming a typical vehicle length of 17 feet, at least 19 feet would be required for each car length. It does not appear that the proposed space would accommodate 15 vehicles. 12 vehicles may fit tightly without blocking driveway entrances or extending into the right-of-way.

The Staff mentioned to the applicant that the proposed single driveway (nine feet in width) servicing three service bays does not appear workable. The applicant has stated that they are willing to widen the driveway from 9 feet to 12 feet. However, it appears that the only way to do this would be to either remove a parking stall to the left of the driveway, or widen the asphalt area to the right of the stacking lanes. The former would bring the required number of parking stalls into question and the latter would cause further asphalt encroachment into the landscaped perimeter area.

Staff Recommendation:

Regarding the proposed use of the building, the zoning codes states that automotive service uses are permitted in the B-2 zone. The Staff therefore recommends that the revision be approved subject to the following conditions:

1. Any revisions to the plan required to widen driveways or provide fire access do not result in additional loss of parking or in further encroachment into landscaped areas.
2. The retail space and office space shall not be leased as separate tenant spaces and they shall be operated as one business under one business license, unless the tenant submits to the City a traffic study which includes separate uses for these spaces and agrees to any mitigating measures which are consistent with the originally approved site plan's traffic mitigation requirements (i.e., the applicant shall pay his fair share of improvement costs to bring the LOS from F to D at the Kimball/Pioneer intersection. Said amount shall be determined by the City's Public Works Director and shall be paid to the City by the applicant prior to issuance of a Certificate of Occupancy).
3. A revised site plan showing final parking and driveway layouts shall be submitted to the Staff for review and approval. The plan shall conform to all conditional of approval.
4. A revised final landscape plan reflecting the revised site plan shall be submitted for staff review and approval.
5. All other conditions as required with the original site plan approval shall apply.

The Staff has drafted a resolution approving the revised site plan with conditions for the City Council to consider.

**CITY OF GIG HARBOR
RESOLUTION #_____**

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

WHEREAS, on August 23, 1993 PBA Inc. received site plan approval for SPR 93-02 - a carwash/retail center located at 6750 Kimball Drive as stated in the City of Gig Harbor Resolution #387; and,

WHEREAS, PBA Inc. has requested an amendment to SPR 93-02 - Site Plan approval for a carwash/retail center located at 6750 Kimball Drive; and,

WHEREAS, the Planning Department has reviewed the requested amendment and found that the amended site plan is consistent with zoning code requirements for site plans; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a memo to the City Council dated February 28, 1994; and

WHEREAS, the City Council, during its regular meeting of February 28, 1994 reviewed the proposed site plan amendment and the recommendation of the Planning Staff; and,

WHEREAS, the City Council has determined that the site plan and the recommendation of the Planning Staff to be consistent with City codes and policies regulating site plan development;

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

That the amended site plan for SPR 93-02 be approved subject to the following conditions:

1. Any revisions to the plan required to widen driveways or provide fire access shall not result in additional loss of parking or in further encroachment into landscaped areas.
2. The retail space and office space shall not be leased as separate tenant spaces and they shall be operated as one business under one business license, unless the tenant submits to the City a traffic study which includes separate uses for these spaces and agrees to any mitigating measures which are consistent with the originally approved site plan's traffic mitigation requirements (i.e., the applicant shall pay his fair share of improvement costs to bring the LOS from F to D at the Kimball/Pioneer intersection. Said amount shall be determined by the City's Public Works Director and shall be paid to the City by the applicant prior to issuance of a Certificate of Occupancy).

3. A revised site plan showing final parking and driveway layouts shall be submitted to the Staff for review and approval. The plan shall conform to all conditional of approval.
4. A revised final landscape plan reflecting the revised site plan shall be submitted for staff review and approval.
5. All other conditions as required with the original site plan approved under Resolution #387 shall be complied with.

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 28th day of February, 1994.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

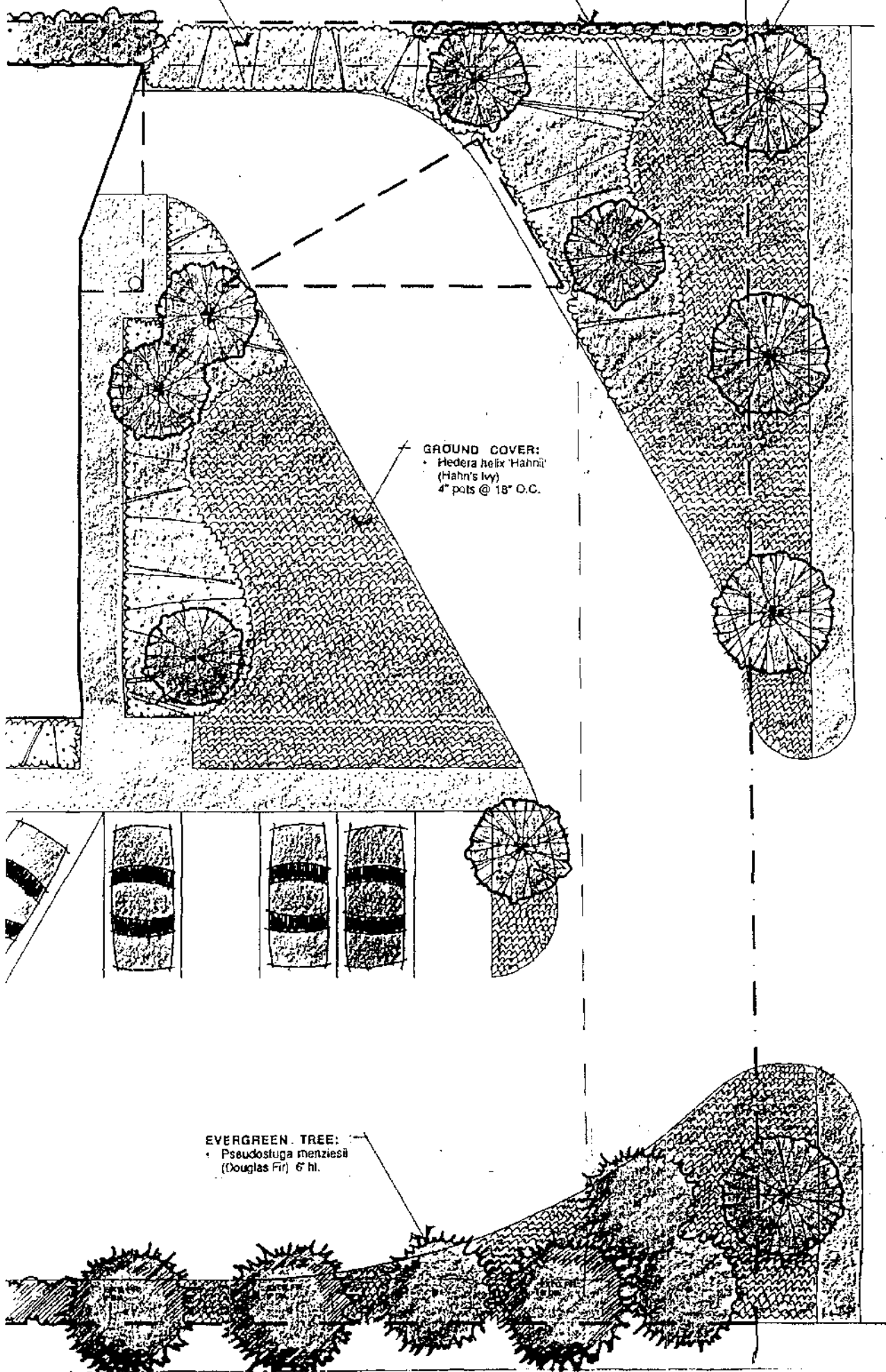
Passed by City Council: 2/28/94
Date published: 3/7/94
Date effective: 3/12/94

5 gallon
ing @ 4' O.C.

TO MATCH EXISTING

Platanus ac
(London Pl
2" caliper @

Site Plan Layout as Originally Approved



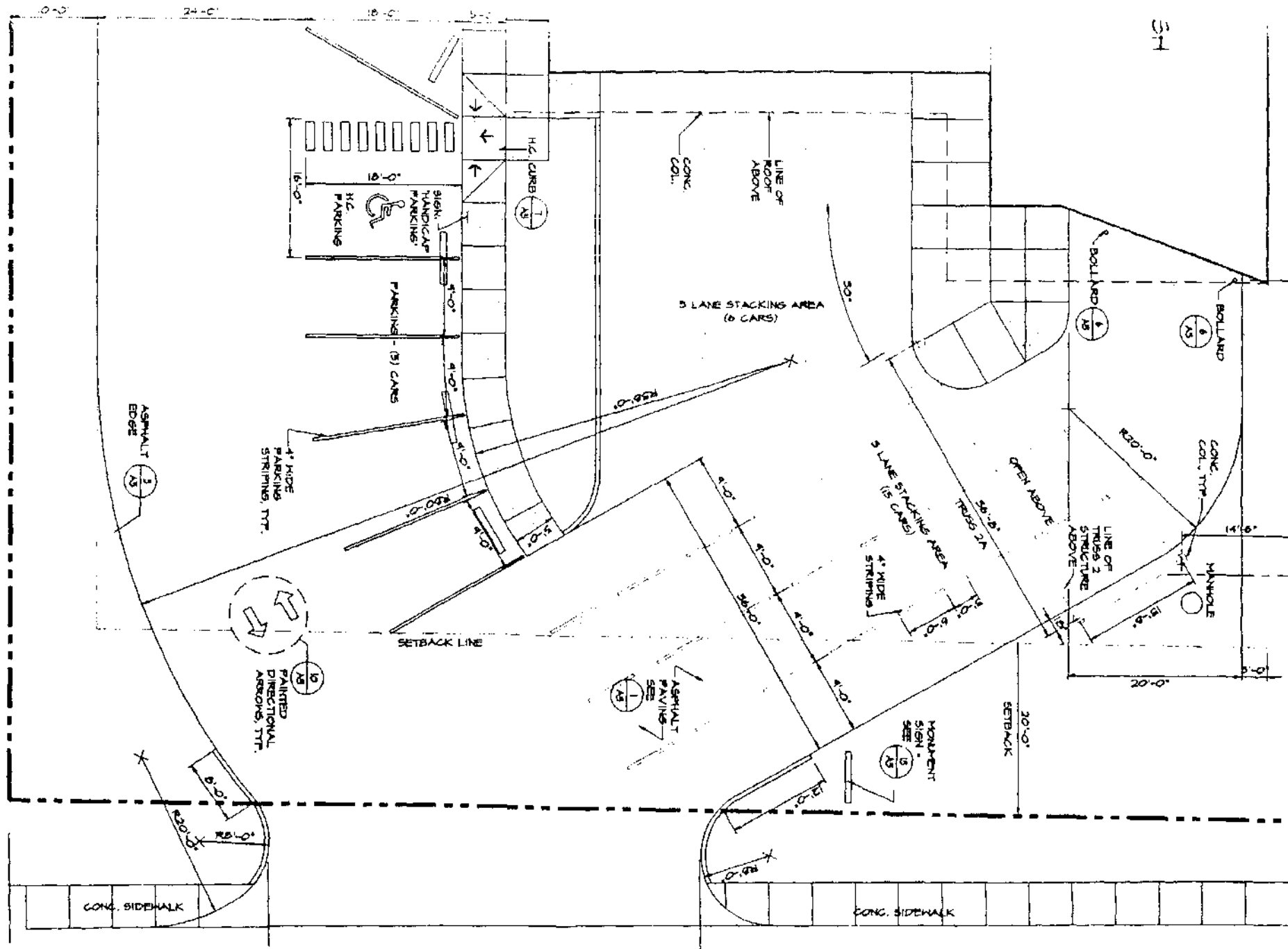
GROUND COVER:
• Hedera helix 'Hahnii'
(Hahn's Ivy)
4" pots @ 18" O.C.

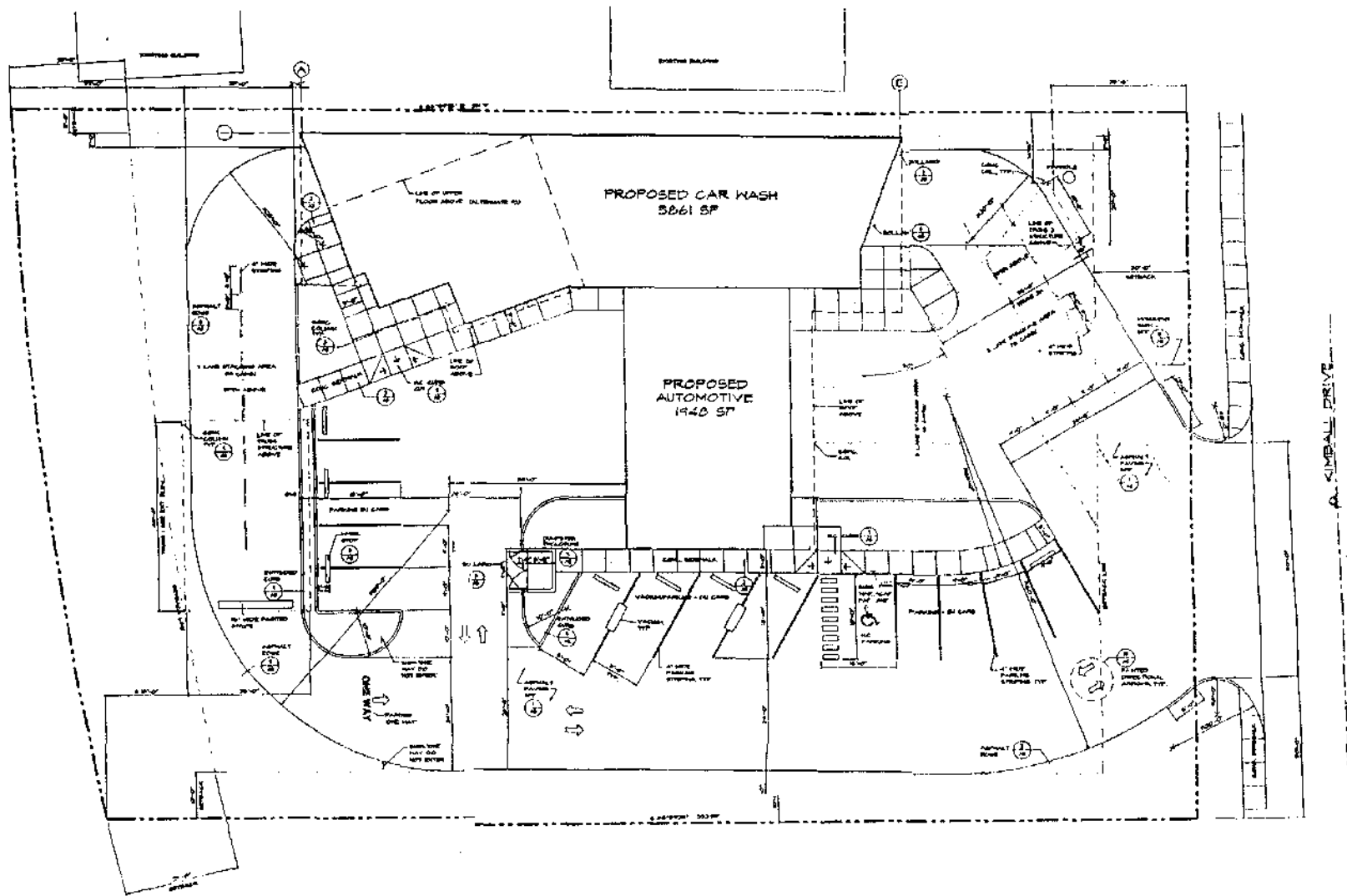
EVERGREEN TREE:
• Pseudotsuga menziesii
(Douglas Fir) 6' hl.

DRIVE

KIMBALL

Proposed Revised Site Plan - Enlarged Section View





BUILDING DATA:	
OCCUPANCY	B-2
TYPE OF CONSTRUCTION	V-N
NO. OF STORIES	2
BUILDING HEIGHT	25'
ZONING	B-2

SITE DATA:	
SITE AREA	56,655 sf
BUILDING AREA (footprint)	5,011 sf
PAVING / WALKS	19,100 sf
TOTAL IMPERVIOUS AREA	25,005 sf
PERVIOUS COVER	11,640 sf
RATIO, IMP/TOTAL	60.5%

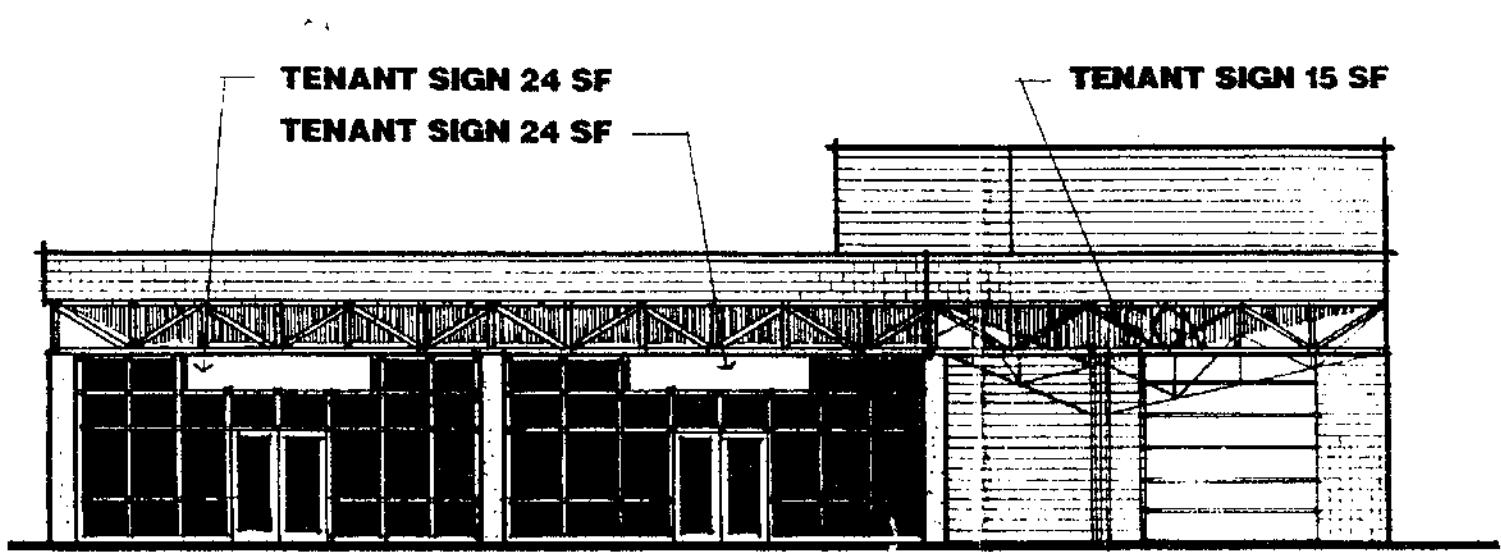
PARKING		REQ'D		PROVIDED	
CAR WASH	3555 sf @ 300	12	55	12	55
RETAIL	1948 sf @ 300	7	11	7	11
OFFICE	495 sf @ 300	2	2	2	2
		22	44	22	44

SITE PLAN
SCALE: 1"=10'-0"



RECEIVE
FEB 17 1964
CITY OF CHICAGO

Proposed Revised Site Plan

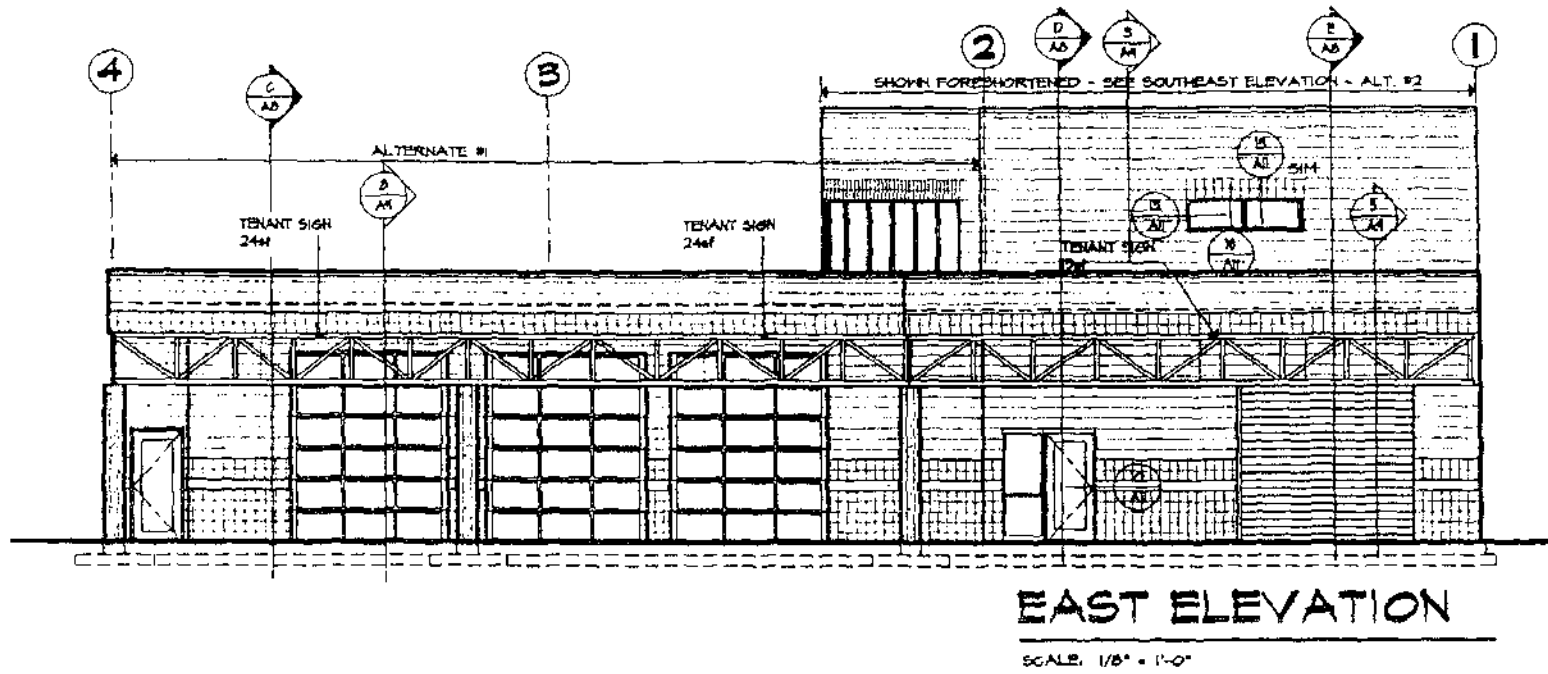


TENANT SIGN 24 SF
TENANT SIGN 24 SF

TENANT SIGN 15 SF

EAST ELEVATION

ORIGINALLY APPROVED BUILDING FACADE FACING KIMBALL DRIVE



EAST ELEVATION

SCALE: 1/8" = 1'-0"

PROPOSED REVISION TO BUILDING FACADE INCLUDES GARAGE DOORS
FOR SERVICE BAYS IN LIEU OF APPROVED STOREFRONTS

February 18, 1994

City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Attn: Steve Osguthorpe

Dear Steve:

Per your request, the following is a brief description of the changes presented on the Car Wash site plan.

The primary change is a result of now having a definitive tenant, a drive through automotive service business, for the previously labeled "retail" space. This results in the need for auto access in the east side, which we provide in (3) glazed overhead doors. We provide stacking for 6 cars in front of the bays with access from the west lane of the car wash access drive.

The building retains virtually the same architectural character, but is significantly smaller; now only 1,948 square feet, compared to the original 3,042. We have proposed, however, a building depth of 36' to provide space inside to house up to (6) cars, giving us a total capacity of up to (12) cars for this activity.

The car wash stacking area is unaffected by this change, because the left lane was not dedicated as a stacking lane in our earlier submittal. However, your comment regarding the 9' lane width is a valid concern, and we will coordinate with you in changing that to a minimum of 12'. All exiting from the site remains as originally proposed.

If you have any comments, please call, we appreciate your attention to this proposal.

Sincerely,



Kenneth D. Snodgrass, AIA

RECEIVED
FEB 18 1994
CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
RE: SMALL WORKS ROSTER
DATE: FEBRUARY 23, 1994

The City of Gig Harbor has not at this time adopted standard procedures regarding establishment of a Small Works Roster process to award Public Works Contracts and for the purchase of supplies, materials, and equipment.

Recent amendments to the RCW's regarding the award of public works contracts and bidding practices of municipalities provide that, unless a Small Works Roster process is established by the governing authority, all purchases of supplies, materials, and equipment between \$7,500 and \$15,000, and all public works contracts between \$30,000 and \$100,000 are required to be put out for bid in a formal, sealed-bid process. By adopting a Small Works Roster, it is possible to enter into contracts for materials and services in these dollar amounts using an informal bidding process in which written or telephone quotes may be obtained from suppliers and/or contractors who have requested to be included on the city's Small Works Roster. In addition, cost savings will be realized through a reduction in staff time and in the elimination of publication costs, and turn-around will be significantly reduced.

Attached to this memorandum is a synopsis of the Small Works Roster procedures now required under state law. The attached proposed resolution sets forth these procedures in detail and also addresses other statutory regulations concerning "Determining Lowest Responsible Bidder" and when it may be valid to consider "Life Cycle Costing."

RECOMMENDATION

I recommend the City Council adopt the attached Resolution establishing a Small Works Roster Process to Award Public Works Contracts and for the Purchase of Supplies, Materials, and Equipment.

**PURCHASE OF MATERIALS, SUPPLIES OR
EQUIPMENT
WITH A VALUE OF \$7,500 TO \$15,000**

- 1) Develop Roster (publish at least twice a year)*
- 2) Obtain telephone quotes from vendors on the Roster as follows:
 - a) Prepare written description of items/quantities to be purchased
 - b) Contact at least three suppliers from roster
 - c) Read the written description and obtain written or verbal quote
 - d) Prepare a written record of each vendor's quote
 - e) All bids to be submitted to Council for consideration & award
- 3) Award contract - Prepare a written record of each vendor's quote - to be available and open for public inspection.
- 4) Posting - A list of all contracts awarded must be posted at least every two months. Listing to contain name of vendor, amt of contract, description of items purchased, and the date of award.

**PUBLIC WORKS CONTRACTS
WITH A VALUE UP TO \$100,000**

- 1) Develop Roster (publish twice a year in January and June)*
- 2) Develop written description of project
- 3) Obtain telephone or written quotes from at least five appropriate contractors (NOTE: Once a contractor has been contacted for a bid, that contractor cannot be contacted again until all other appropriate contractors on the roster have been given an opportunity to bid. Or, all appropriate contractors on the roster be contacted for each and every opportunity to bid.)
- 4) Prepare written record of each bid received and submit to Council for consideration and award.
- 5) Award - Written record of each contractor's bid open to public inspection.
- 6) Posting - A list of all contracts awarded under the above procedures must be posted at least once every two months.

* The City may create a single general small works roster, or may create a small works roster for different categories of anticipated work.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ON THE SUBJECT OF PUBLIC WORKS CONTRACTING AND PURCHASING; ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND FOR THE PURCHASE OF SUPPLIES, MATERIALS AND EQUIPMENT.

WHEREAS, the Washington State Legislature has recently amended the laws regarding purchasing of materials, supplies and equipment and contracting for public works by municipalities, allowing certain purchases and contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement the small works roster process, the City Council is required by law to adopt a resolution establishing the specific procedures; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The following small works roster procedures are established for use by the City, pursuant to RCW 35.23.352, 35A.40.210 and chapter 39.04 RCW.

A. Purchase of Materials, Supplies or Equipment.

1. **Cost.** The City is not required to use formal sealed bidding procedures or the procedures set forth in this Resolution, to purchase materials, supplies or equipment where the cost of same will be under Seven Thousand Five Hundred Dollars (\$7,500.00). When the City desires to purchase materials, supplies or equipment estimated to cost from Seven Thousand Five Hundred Dollars (\$7,500.00) to Fifteen Thousand Dollars (\$15,000.00), the procedures set forth in Section A of this Resolution may be used.
2. **Publication of Notice.** At least twice a year, the City shall publish, in the City's official newspaper, notice of the existence of the City's roster of vendors for materials, supplies and equipment, and shall solicit names of vendors for the roster.
3. **Telephone Quotations.** The City shall follow the following process to obtain telephone quotes from vendors for the purchase of materials, supplies or equipment:
 - a) a written description shall be drafted of the specific materials, equipment or supplies to be purchased, including the number, quantity, quality and type desired, the proposed delivery date, and any other significant terms of purchase;

- b) a City representative shall make a good faith effort to contact at least three of the vendors on the roster established according to subsection 2 above, and, reading from the written description, obtain telephone quotes from the vendors on the required materials, equipment or supplies;
 - c) at the time such telephone quotes are solicited, the City representative shall not inform a vendor of any other vendor's bid on the materials, supplies or equipment;
 - d) a written record shall be made by the City representative of each vendor's bid on the materials, equipment and supplies, and of any conditions imposed on the bid by such vendor;
 - e) all of the telephone bids or quotes shall be collected and presented at the same time to the City Council for consideration, determination of the lowest responsible bidder and award of the contract.
4. **Determining Lowest Responsible Bidder.** The City shall purchase the materials, equipment or supplies from the lowest responsible bidder, provided that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids or enter into direct negotiations to achieve the best possible price. The following factors, in addition to price, may be taken into account by the City in determining the lowest responsible bidder:
- a) any preferences provided by law to Washington products and vendors;
 - b) the quality of the materials, supplies and equipment to be purchased;
 - c) the conformity of the materials, supplies and equipment to the City's specifications;
 - d) the purposes for which the materials, supplies and equipment are required;
 - e) the times for delivery of the materials, supplies and equipment;
 - f) the character, integrity, reputation, judgment, experience and efficiency of the bidder; and
 - g) such other information as may have a bearing on the decision to purchase the supplies, materials or equipment.
5. **Life Cycle Costing.** In considering bids for purchase or lease, whenever there is reason to believe that applying the "life cycle costing" method to bid evaluation

would result in the lowest total cost to the City, first consideration shall be given to the bid with the lowest life cycle cost which complies with the specifications. "Life cycle cost" mean the total cost of an item to the City over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.

6. **Award.** Immediately after the contract award is made, the written record of each vendor's bids or quotes shall be open to public inspection and available to the public by telephone inquiry. Any contract awarded under this subsection need not be advertised.
7. **Posting.** A list of all contracts awarded under the above procedures must be posted at City Hall on the front entry bulletin board, at least once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased under the contract and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.

B. Public Works Contracts.

1. **Cost.** The City need not comply with formal sealed bidding procedures to award public works contracts where the estimated cost is under One Hundred Thousand Dollars (\$100,000.00), which includes the costs of labor, material and equipment, and the City may use the small works roster procedures set forth herein.
2. **Number of Rosters.** The City may create a single general small works roster, or may create a small works roster for different categories of anticipated work.
3. **Contractors on Small Works Roster(s).** The small works roster(s) shall consist of contractors who:
 - a) have requested to be on the roster(s); and
 - b) are properly licensed or registered in this state to perform the work.
4. **Publication.** In the months of January and June of every year, the City shall publish a notice in the City's official newspaper, stating the existence of the small works roster(s) and shall solicit names of contractors for the roster(s).
5. **Telephone or Written Quotations.** The City shall obtain telephone or written quotes for public works contracts under this section as follows:

- a) the City shall write a description of the scope and nature of the work to be done, together with any other specifications material to the bid;
 - b) a City representative shall contact at least five appropriate contractors from the small works roster(s), and, reading from the written description, obtain telephone or written bids from the contractors. At the time each of the bids are solicited, the City representative shall not inform the contractors of the terms or amount of any other contractor's bid for the same project;
 - c) once a contractor has been afforded an opportunity to submit a proposal, that contractor shall not be offered another opportunity until all other appropriate contractors on the roster have been given an opportunity to submit a bid;
 - d) a written record shall be made by the City representative of each contractor's bid on the project, and of any conditions imposed on the bid;
 - e) all of the telephone bids or quotes shall be collected and presented at the same time to the City Council for consideration, determination of the lowest responsible bidder and award of the contract.
6. **Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids or enter into direct negotiations to achieve the best possible price. In addition to price, the City Council shall take into account all of the factors described in Section A(4) of this Resolution, together with the following:
- a) the ability, capacity and skill of the bidder to perform the contract;
 - b) whether the bidder can perform the contract within the time specified by the City;
 - c) the quality of the bidder's performance of previous contracts or services;
 - d) the previous and existing compliance by the bidder with laws relating to the contract or services.
7. **Life Cycle Costing.** In considering bids for the construction of public works projects, whenever there is reason to believe that applying the "life cycle costing" method to bid evaluation would result in the lowest total cost to the City, first consideration shall be given to the bid with the lowest life cycle cost which complies

with the specifications. Evaluation of "life cycle cost" shall follow the process described in Section A(5) of this Resolution.

8. **Award.** Immediately after the contract award is made, the written record of each contractor's bids or quotes shall be open to public inspection and available to the public by telephone inquiry. Any contract awarded under this subsection need not be advertised.

9. **Posting.** A list of all contracts awarded under the above procedures must be posted at City Hall on the front entry bulletin board, at least once every two months. The list shall contain the name of the contractor awarded the contract, the amount of the contract, a brief description of the items purchased under the contract and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.

RESOLVED this ____ day of _____, 1994.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MARK HOPPEN

FILED WITH THE CITY CLERK: February 11, 1994
PASSED BY THE CITY COUNCIL: