

GIG HARBOR CITY COUNCIL MEETING

MAY 10, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
MAY 10, 1993**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARING:

Shoreline Permit 92-04 - Macintosh Barge and Navigation, Peter Darrah.

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Trolley service.
2. U.G.A. Letter of Interest - J. Schmalenberg

OLD BUSINESS:

1. Letter to DOT in favor of Reversible Lane.
2. Contract - Legal Representation.

NEW BUSINESS:

1. Final Plat - Gig Harbor Heights Subdivision.
2. Hearing Examiner's Recommendation SPR93-01/CUP 93-04 - City Shop Building.
3. Spring Hill Estates Utility Extension Request.
4. Liquor License Renewal - W.B. Scotts Restaurant.
5. Liquor License Transfer Application - Kinza Teriyaki.

DEPARTMENT DIRECTORS' REPORTS:

Chief Richards.

MAYOR'S REPORT:

Cable TV, Historical Interest, and Emergency Preparedness.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Earthquake Preparedness: May 13th and May 20th - 7 p.m. at City Hall Council Chambers.
2. Council Workshop - Subdivision Ordinance: May 12th - 7 p.m. Conference Room.
3. Viacom Informational Meeting: May 11th - 7 p.m. in the Council Chambers. Open to the public.

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION:

Property Acquisition.

ADJOURN:



City of Gig Harbor. The "Maritime City."
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(206) 851-8136

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**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: City Council
FROM: Planning Staff
DATE: May 10, 1993

RE: SDP 92-04 -- Peter Darrah - MacIntosh Navigation
and Barge Company (Now called the Puget Sound
Mariners' Museum & Millville Park)

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I. GENERAL INFORMATION

APPLICANT: Peter Darrah
P.O. Box 31
Gig Harbor, WA 98335

OWNER: (same)

AGENT: (none)

II. PROPERTY DESCRIPTION

1. **Location:** 3311 Harborview Drive
(assessor's parcel # 597000-002-0)

(Specific site characteristics are described in the
November 12, 1992 staff report to the Hearing
Examiner)

III. BACKGROUND INFORMATION:

This item was last considered by the City Council during
its regular meeting of January 11, 1993, at which time the
Council moved to table this application until the May 10,
1993 Council meeting. In its decision, the Council
stipulated the following:

1. The Staff, working with the applicant, shall
modify all documents to reflect that the
applicant is within the WM zoning district.

2. The staff will prepare a report detailing the required parking based upon the parking condition contained within the WM zone under Section 17.48.070.
3. The applicant shall submit a revised plan, to scale, signed by a Washington State Registered Engineer or Land Surveyor, that details at a minimum all of the following:
 - * Show all existing improvements from Harborview Drive to the Outer Harbor Line and from the northerly side of the covered condominium moorage.
 - * Show the area of the Hix tideland lease and the area if the Hix harbor area lease.
 - * Show the area of the Ross tideland lease and the area of the Ross Harbor Area lease.
 - * Show the tidelands area proposed to be leased by the applicant.
 - * Locate the outer harbor line consistent with the surveys done prior to PAC - Tech/Mel Garland's survey of the Hix property.
 - * Clearly indicate all new improvements proposed.
 - * For the applicant's property, draw a cross section of all existing improvements and proposed improvements from Harborview Drive to the outer harbor line.
 - * Dimension all major components in the drawing.
 - * Plan view shall contain five (5) foot intervals of the applicant's property from Harborview Drive to the outer harbor line.
4. The applicant shall list all of the various uses existing and proposed for the applicant's property such as but not limited to:
 - * Moorage greater than 45 feet.
 - * Moorage less than 45 feet.

- * Museum
- * Single family residences
- * Bed and breakfast
- * Office
- * Repair Shop
- * Detail any/all other uses.

5. Show the location of the parking to support uses described in number 4, above.

These items were required to be submitted to the Planning Department by no later than April 1, 1993. With the exception of the cross section showing the proposed improvements, all of the required information was submitted in a timely fashion. Due to a miscommunication on the Staff's part, the applicant's architect, Mr. Rick Gagliano, was led to believe that extenuating circumstances on his part would allow for additional time to complete the cross section. In light of this miscommunication and the applicant's apparent effort to comply with the Council's direction, the staff did not discount the validity of the application. It is clear from the information submitted that considerable time and expenditures were involved in detailing the applicant's proposal.

The proposed site plan was circulated among City Staff and also sent to the DNR for review. The Staff relayed back to Mr. Gagliano the various comments received which resulted in revisions to the plan. Additionally, continued negotiations between the applicant and the DNR have prompted significant changes to Mr. Darrah's proposal including a reduced number of moorage slips.

Based upon information received from the Attorney General's office, it appears that a new lease area is being negotiated between the applicant and the DNR which attempts to address the bottleneck concerns expressed by Mr. Ross and Mr. Hix. This includes a revision to Mr. Hix's lease area to encompass structures which were built out into Mr. Darrah's previous lease area and the sharing of common boundaries with Mr. Adam Ross. Additionally a no-lease area has been designated which includes approximately 72 feet of the area previously leased by Mr. Darrah and begins at a line beginning at the northeast corner of the covered moorage improvements known as the Harborview Condominium Marina, and extending northeast

toward Mr. Hix's improvements in a line roughly parallel to the inner harbor line.

IV. REQUEST/PROJECT DESCRIPTION:

Moorage. The current proposal is to provide moorage for up to 10 boats including six boats less than 45 feet and 4 boats greater than 45 feet. These would be moored in a linear or parallel fashion and accessed off of a single 6 foot wide pier. The pier would extend approximately 225 feet seaward to a point aligning with the easterly most pier of the Harborview Covered Condominiums.

The proposed moorage would include the following boats and related parking requirements:

Greater than 45 feet	Required parking
Krestine	1
Owners residence	1
Personal Moorage	1
One additional slip for 45' or greater	1
Less than 45 feet	Required parking
six boats	3

Museum. The museum will continue operation as before except that on-site parking will be provided. Mr. Darrah has indicated that he hopes to expand the museum in the future to include additional displays on the site and perhaps ship displays on the water. He proposes to retain the existing Novak house and eventually develop it as public exhibit space, include the addition of a public restroom in the house, and restore a portion of the existing Net Shed for use as public exhibit space. Mr. Darrah's stated intention is to eventually phase out the moorage operation and focus all of his energy on development of the museum. Parking requirements would therefore remain unchanged.

Alternative site plans.

Mr. Darrah has submitted alternative site plans for the Council's consideration including the following:

1. Full parking plan. Based upon the number of boats proposed to be moored and the square footage of the

existing museum, the total number of required on-site parking stalls would be nine including seven spaces for moorage and two spaces for museum patrons.

A full parking plan has been submitted which places two spaces under the current museum structure and seven surface spaces located along the north property line behind the museum. The stalls would be accessed via a 24 foot wide driveway which narrows down to 12 feet at the back (east side) of the upland property. The wider portion of the driveway serves as emergency vehicle access and also as a turn-around to vehicles backing out of the parking stalls. The full parking plan also includes a pathway on the south side of the property which extends from the bulkhead to the Harborview sidewalk, with additional walkways as required being also included.

The full parking plans indicate an impervious coverage of 70% for the upland portion of the site and 54% for the tidelands. However, decks are not typically included in impervious coverage calculations, making the tideland impervious coverage significantly less.

The full parking plan has been identified as a phased plan. As the Novak House and a portion of the existing net shed is developed as an expansion to the museum, Mr. Darrah proposes to phase out much of the moorage to make up for the increased parking requirement resulting from the museum expansion. The site plan shows Roman numerals I & II to indicate moorage and structures for phase I & II. Items not labeled will be included in both phases.

The purpose of the phased plan is to allow income for Mr. Darrah while developing his plans. Currently, he is not charging admission for the museum and the moorage helps to cover his costs.

Reduced parking & Millville Park plan.

Mr. Darrah's second and preferred option (also as a phased approach) includes a small park designed with gravel paths, benches, lawn areas and perimeter shrubberies. The park area would be located between the museum structure and the bulkhead on the north side of the Novak house. Due to the large area of landscaping proposed, the impervious coverage would be less in this plan, with the upland impervious coverage being 58% and the tideland coverage being 54% (less decks).

The proposed park limits the ability for on-site parking. A total of five parking spaces are proposed for the

reduced parking plan which will require a parking variance. Mr. Darrah has submitted the following statement in response to the standard variance criteria:

A. The use/uses proposed and requiring parking are permitted in the zoning district and by the Shoreline Master Program. (Note: The "Bed and Breakfast", listed as a conditional use in section 17.48.030 of the GH zoning code, is legally licensed with the Coast Guard as a Bare Boat Charter, and is not occupied by the Charter operators. As such it does not (technically) fall within the Gig Harbor Title 17 definitions for bed and breakfast as " as a single-family residence which provides . . . ". This distinction does not however exempt the use from a parking requirement.)

B. The subject property is, by the Development Standards for Nonresidential Use in the Millville District, an undersized lot. Its width is 30% smaller than the required 100' standard, and, given the GH Shoreline Master Program parking policy not allowing parking facilities "over the surface of Gig Harbor", and thus referring to the subject property tidelands, the upland area of the lot, taken alone, is approximately 124% smaller than the 12,000 square foot standard.

The lot area paving resulting from a strict application of the parking and drive standards, requiring a minimum of 8 spaces for the intended use and a 24' access drive, interferes with the use of that portion of the site intended for public recreation and waterview. A small, water's edge park is a reasonable, allowable use, not incompatible with the public display of the city's maritime Millville history, and consistent with the Commercial Development and Parking Policies and Regulations of the Gig Harbor Shoreline Master Program. In addition, the required parking and drive surface area present a significant site stormwater handling problem which could be simultaneously addressed with a reduction in paved surface and increase in vegetative and soil (i.e. Park) surfaces.

C. Restricted lot size is not a result of the actions of the applicant.

D. The design of the project, and more specifically the Variance request, is compatible with both the existing use, which presently operates, albeit undesirably, with no on-site parking, and the

proposed new use, which is to be activated only upon the elimination of the existing. It is also compatible with adjacent uses and is intended to relieve, in part, the heart of the City's pedestrian walk from the Harbor Inn Restaurant to Dunlap's from its approximately 40% paved parking frontage. To this end, the design is intended to "...minimize adverse effects on the shoreline," by limiting the overall paved surface, and keeping the parking close to and below the level of, and resulting sight line from, Harborview Drive in order to not "interfere with any views to or from the water's surface."

E. The request does not constitute special privilege relative to standard lot sized lots in the same district. Pursuant to section 17.48.040, part B., similar substandard lots in the district should be granted similar consideration if requested.

On-site structures in both plans include the existing museum building, the Novak House, a shed-roof structure over the water which is proposed to be used as a personal office, and the existing net shed.

V. PUBLIC NOTICE:

The property was posted and legal notice was sent to the Peninsula Gateway and to property owners within 300 feet of the property. As of 5-4-93, there have been no formal statements submitted regarding this application. However, the Staff has had requests for copies of Mr. Darrah's proposal.

VI. ANALYSIS:

The Staff believes that Mr. Darrah has made significant strides in developing a workable plan for his property. The applicant's architect and Engineer have provided the Staff with detailed documentation of existing site conditions which has helped to clarify the limitations of the site and to evaluate the feasibility of both proposals. Under both scenarios, the staff has identified a number of concerns which are more fully discussed as follows:

Park -vs- no park. The nature of Mr. Darrah's museum operation leans heavily on the type and character of existing structures on the premises and it is for this reason that Mr. Darrah is anxious to retain the structures. His stated goal is to restore the structures

and to create a setting that invites public presence. However, he believes that the visual attraction of the premises will be lost and the historic integrity of the structures will be compromised if the site is covered in asphalt. Mr. Darrah strongly prefers and hopes to gain approval of the park option.

Retention of Existing structures.

Notwithstanding the need for a variance for the park option, the Staff has identified a number of goals and policies in the City's Comprehensive Plan which support Mr. Darrah's activities. These are as follows:

Goal 7. pg. 20 -- Small business development

Encourage local business development opportunities which may be owned by or employ local residents. . . Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.

Goal 8. pg. 20 -- 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. Help structure local marketing efforts, physical improvements programs, parking and building improvements, special management organizations.

Pg. 39 Goal: Protect Valuable Features of the Manmade Environment

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 land use developments on lands or sites, or 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.

Develop an historical plaque system identifying sites and buildings of interest in the city, particularly along the waterfront and within the older business districts. Establish special tax incentives or other financial assistance to help with historical building restoration and exhibition costs.

2. Special social or visual interest

. . . Identify acceptable adaptive reuse concepts and design and/or financial incentives which can be used to help with building or site modification costs. . . .

While the buildings on Mr. Darrah's property (particularly the Novak house) will require extensive restoration work, such work is not uncommon in historic preservation efforts. A number of historic districts include structures which were built without foundations or even standard framing techniques. Restoration of these structures often includes lifting or temporarily relocating the house to install a new foundation and may include replacing important structural members or framing new walls inside the old ones. The bottom line - Historic preservation is an expensive endeavor and its success is dependent upon the commitment and interest of the individual doing the work. However, the benefits may extend to the community at large.

Personal-use structures and space A large portion of the structures on Mr. Darrah's property have and will continue to be used for personal use. As such, these structures are not open to the public and do not generate additional parking demand. The Staff is comfortable retaining the personal use status of these structures provided that a binding site plan showing the use approved for these structures as personal is recorded with Pierce County. This will avoid problems of new owners wanting to use the personal use areas for commercial expansion, therefore increasing the parking demand.

Decking. The site plan indicates an expansion of the existing decks over the water. In a letter from Neil Rickard of the Department of Fisheries, dated October 22, 1992, a number of concerns were expressed over the use of solid decking over water and its impact on fish habitat. Mr. Rickard outlined various options for decks over water including restricting decking widths to 8 feet or using

alternating 8 foot bands of decking and grating.

Bed & Breakfast. There has been considerable interest by the DNR regarding the use of the Krestine as a bed & breakfast due to the prohibition of hotels, motels, boatels, etc., on DNR lease lands. The DNR is therefore hopeful for the City's cooperation in not allowing a bed & breakfast on Mr. Darrah's proposed DNR lease land. However, the City's definition of a bed & breakfast is "a single family residence which provides overnight lodging for guests and which is limited to five guest rooms." (17.04.103). Additionally a single family dwelling is defined as "a detached building that is constructed on a permanent foundation, is designed for long-term human habitation

. . . A "mobile/manufactured dwelling" is not a single-family dwelling" (17.04.300).

The Krestine is currently registered as a bare boat charter, and while the Krestine is being advertised as a bed & breakfast under the ordinary meaning of the term, the Staff does not believe that the use is covered under the City's definitions of a bed & breakfast. However, whether for a single party bed & breakfast or for moorage, the parking requirement would be the same.

Additional Staff and/or agency comments are as follows:

1. Building Official:
 - A. A plan review will be completed upon application for the necessary building permits and submittal of complete construction plans.
 - B. Uses stated on the plans have not been approved (according to building code requirements) for 1. Basement level of the museum. 2. The entire Novak House. 3. The Curator's Office. 4. The Fisherman's Net Shed
 - C. A fire flow system will be required to protect the buildings and marina. Complete forms for fire protection must be submitted for review and approval by the City Fire Marshal.
 - D. An accessible route of travel will be required from the Handicapped Parking Stall to the buildings. This has not been identified on the Millville Park plan option.
 - E. A fire hydrant and equipment access will be

required to within 150 FT of all buildings and the pier head. Alternative methods of fire protection must be submitted for approval by the Gig Harbor Building Code Council prior to construction.

- F. Walkways and ramps must have the necessary guardrails and handrails in accordance with the latest Washington State Building Code.
- G. In order to determine code compliance of floating structures and their uses, they must be documented to be either registered vessels or permanently moored structures. Upon establishing the preceding information, additional permits and City/State review may be required.
- H. The site plan should address the future construction of a stairway serving the northeast end of the museum. (The Park Plan option does not appear to accommodate this).
- I. I would recommend not having the parking lot turnaround pass over the walking path. (This has been addressed on revised plan).
- I. Need to identify locations of such improvements as:
 - 1. Dumpster enclosure
 - 2. Recycle bin enclosure
 - 3. Fire hydrant, Fire Department Connection and Hose Racks.
- 2. Public Works: The Public Works Department also expressed concern over the parking lot turnaround passing over the walking path. The plan was revised to address this concern.
- 3. SEPA Responsible Official: The SEPA Responsible has given a determination of non-significance, dated 6/3/88.

VII. FINDINGS AND CONCLUSIONS

While the Comprehensive Plan outlines a number of goals and policies which support Mr. Darrah's proposal for adaptive reuse of older buildings, few of these policies have been implemented through zoning code amendments. Nonetheless, the Comprehensive Plan does give some insight into what the City has determined to be in the Public's

best interest and this gives considerable weight in Mr. Darrah's behalf to some of the variance criteria: These are outlined as follows:

A. Extraordinary circumstances, including the existence of three historical structures, make development of this parcel difficult without the removal of the structures. Because of the Comprehensive Plan's emphasis on retaining, preserving, and adaptive reuse of older buildings, it is presumed that the public interest is best served by protecting the dwindling number of historical structures which reflect local culture and historical development, and that it would be to the detriment of the public to remove such structures without a substantial effort to save them.

B. The historic nature of the museum, net shed, and Novak house make them integral components of the site's characteristics and should not be separated from any consideration of the site's natural characteristics or from a determination of a "reasonable" use of the property without due consideration of their value to the community. Accordingly, a strict application of the parking requirements may preclude a reasonable use of the property by destroying or excessively altering the historic character of the site.

C. The hardship is specifically related to the existence of two historic structures on a small parcel with a developable portion of less than 9500 square feet and not from the actions of the applicant.

D. The design of the project is nautically oriented, making the waterfront location appropriate and compatible with other permitted activities. However, the park plan option does not meet the full parking requirement and it is difficult to determine (a) if the benefits of the park plan outweigh the costs of the reduced parking, or (b) what the costs of reduced parking will be (e.g., will 5 spaces be adequate for the proposed uses on the site?). Currently there are no parking spaces.

E. The requested variance does not constitute a grant of special privilege not enjoyed by other property owners in the area. Few remaining waterfront parcels involving development requests have structures which might be considered historical in nature.

It is not believed that the cumulative impact of approving the requested parking variance would have a negative impact on the shoreline, but that it might set a precedent for protecting the historical structures which lend to the

character of Gig Harbor's shoreline. However, the effect on adjacent properties of not having full parking requirements is not fully known. Mr. Darrah proposes an intense use of his property which could create an overflow parking demand on adjacent properties.

VIII. RECOMMENDATION

Recognizing that the retention of existing structures has not and will not provide economic benefits to Mr. Darrah in the short term, the Staff believes that use of the property which includes the provision of commercial moorage is, in the short term, a reasonable use of the property. As Mr. Darrah develops his museum, it is expected that it can become a profitable operation and that the moorage may no longer be essential for a reasonable economic return on the property. However, the Staff is not comfortable with the proposed phased approach because 1) there are a number of building code issues with the Millville Park plan option which the Staff has not had the time to work out with the applicant, and 2) it involves changes in the second phase rather than a completion of the first phase. This is highly irregular.

The Staff therefore recommends that the City Council approve a Shoreline Development Permit for the full parking plan, subject to the following revisions and conditions:

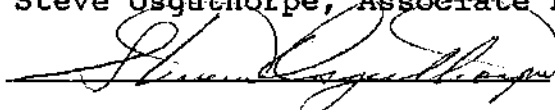
1. Access to the existing museum structure shall be limited to 9 people and shall be clearly posted inside. An increase of occupancy may be achieved by constructing a stairway which provides egress from the northeast end of the museum, subject to review and approval of the City's Building Official.
2. All new decking shall be no wider than 8 feet in any section unless incorporated with alternating grated areas which allow light to penetrate the deck. Additionally, no grated area shall be covered with materials which do not allow light to penetrate or be used for storage or placement of any materials, furnishings, etc.
3. The site plan shall not be approved as a phased plan. Any additions or alterations proposed on Mr. Darrah's phased plan shall be reviewed under a new shoreline permit application.
4. All accommodations on-board the Krestine will be limited to uses which require no more than one

parking space. E.g., overnight accommodations on-board the Krestine shall be limited to single-party occupancies.

5. The site plan shall include a covenant which shall state that any conversion, addition, new construction or expansion of any structure or use shall comply with the relevant sections of the City's master program and zoning code for parking.
6. All fire flow and fire protection shall be provided for the marina and buildings as per Uniform Fire Code and Uniform Building Code UBC and as approved by the City's Building Official.
7. All walkways and ramps shall have the required guardrails and handrails as per UBC requirements and as reviewed and approved by the City's Building Official.
8. Prior to building permit issuance, documentation showing registration of all floating structures or permanently moored structures shall be provided.
9. Moorage slips as shown on the submitted site plan shall be physically identified on the pier with paint and numbers.
10. Prior to permit issuance, a landscaping plan shall be submitted to and approved by the Planning Staff which is consistent with Section 17.78 of the Gig Harbor zoning code. An assignment of funds equal to 110 percent of the cost of the landscaping shall be required prior to issuance of building permits.
11. Prior to building permit issuance, the applicant shall provide the City with evidence of a lease agreement with the DNR which shall reflect the proposed lease area identified on the submitted site plan.
12. The site plan shall be a binding site plan. A copy of the site plan, indicating all commercial areas as well as personal storage and office areas shall be recorded with the Pierce County's auditor's office, with a copy of the recorded document and its recording number being returned to the City prior to permit issuance.
13. The project shall be completed within two years of the date of filing of the Shoreline Permit with the Department of Ecology. If the project is not

completed by the end of this two year period, the Shoreline Permit shall be considered void and all vessels, structures, uses and expansions not in compliance with this approval, the City's zoning code and the Uniform Building Code shall be removed or be subject to Civil Penalty charges.

Project Planner: Steve Osguthorpe, Associate Planner



Date: May 6, 1993

REGULAR GIG HARBOR CITY COUNCIL MEETING OF APRIL 22, 1993

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

PUBLIC COMMENT:

Evan Steensland - 8811 Harborview Drive. Mr. Steensland submitted a letter to the Mayor and Council and explained his client, Mr. Phil Israelson, was requesting a rezone, or exemption from the R-1 zoning for his building located at the corner of North Harborview and Vernhardson to facilitate resale of the building for commercial use.

Phil Israelson - 9515 Harborview Drive North. Mr. Israelson explained how the property had been donated to Providence Ministries in 1990 and they were never made aware of the zoning change from W-1 to R-1, which he feels will limit the resale value of the property.

Councilman Frisbie asked if this item could be considered as Item #6 under New Business later on in the meeting.

CALL TO ORDER: 7:37 p.m.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of April 12, 1993, with changes. Platt/Stevens-Taylor - unanimously approved.

CORRESPONDENCE: Correspondence to Wade Perrow was not discussed.

PUBLIC HEARING: Legal Representation.

Mayor Wilbert introduced Mr. John Wallace from Ogden Murphy & Wallace, the city's current legal representative, and Mr. Jim Mason from the firm of Preston Thorgrimson Shidler Gates & Ellis, and asked that council make a decision based upon the proposals that had been received from each firm. She added her preference at this time was to go with a Pierce County firm due to all the current issued dealing with Pierce County. She stated several items she felt needed to be dealt with.

Councilmember Stevens-Taylor asked if the reason for the change at this time was contractual, and what process was followed for advertising for bids.

Mark Hoppen clarified that the Ordinance specifically reserves the right for Councilmembers, City Administrator, and the Mayor to submit interests to the Council. Publication for the job is not a requirement. Council's obligation is to review all submissions from the Mayor, City Administrator, and Councilmembers.

Councilmember Frisbie requested that the proposal be put in contract form to better define the roles and expectations, and so the city would know what it was going to cost.

Mr. Mason stated he'd be willing to adhere to his proposal and added he'd be more than happy to enter into a signed contract with the city.

Councilman Frisbie asked that no firm be excluded until a written proposal/contract with all the extra items included, could be prepared and presented to each firm to see who would be willing to sign.

OLD BUSINESS:

1. Second Reading - Budget Amendment Ordinance. Finance Director Tom Enlow presented the second reading of this Ordinance to amend the 1993 budget relating to expenses for street and sidewalk improvements on Dorotich Street.

MOTION: To approve Ordinance #642 as presented.
Platt/Stevens-Taylor - unanimously passed.

2. Second Reading - Ordinance to Revise Construction Inspection Fees. Ben Yazici presented the second reading of this ordinance and explained the revisions requested by council at the last reading. Also included is a proposed resolution establishing inspection fees.

MOTION: To approve Ordinance #643 as presented.
Stevens-Taylor/Frisbie - unanimously passed.

Councilman Frisbie asked that the word "one" be inserted before the phrase "single family" in SECTION 2 of the resolution.

MOTION: To approve Resolution #378 as amended with the inclusion of the word "one" in Section 2.
Frisbie/Stevens-Taylor - unanimously passed.

3. Resolution Upholding HEX Denial of VAR 93-01 - Lovrovich. Ray Gilmore presented the resolution adopting the Hearing Examiner's findings.

MOTION: Move for approval of Resolution #379 as presented.
Frisbie/Platt - unanimously passed.

4. Purchase of Diesel Generator. Ben Yazici explained that he had received seven bids for the generator for Lift Station #7. The lowest bid came in from Pacific Detroit Diesel for \$25,596.03, which is \$4,596.00 higher than the \$21,000 allotted in the 1993 budget. Mr. Yazici explained that due to the uncertainty of the options available to dispose of the city's sludge, and the extra expense that could be incurred due to future options, he would prefer not to purchase a generator at this time to save funds. He recommended a Council motion to deny all bids and defer the purchase of the generator until the 1994 budget, or the sludge disposal issue had been solved.

Councilmember Frisbie recommended going against Ben's recommendation for deferral of the purchase and continue with the plan to purchase the generator because of the importance of giving the support to the crew by having reliable equipment.

Mr. Yazici added that he was planning on moving the existing portable generator to be centrally located at this station and leaving it there as back-up to avoid mechanical failures and prevent spills.

Mr. Hoppen said that he appreciated Mr. Yazici's efforts in conservatism, but added that if the council chose to vote to purchase the generator, it could be dealt with.

MOTION: Move to award the contract to the low bidder as presented by staff to Pacific Detroit Diesel.
Frisbie/Stevens-Taylor - two votes in favor, Platt voting against.

5. Intersection of Stinson / Grandview. Mr. Yazici gave a brief overview of the guidelines from the Manual of Uniform Traffic Control Devices the city is governed by, and gave a brief history of the intersection. He presented the traffic counts and pedestrian information gathered over the course of two weeks. He added that speeding is an enforcement problem and should be dealt with by increased enforcement efforts. He said that based on all the information gathered, he could not support keeping the stop signs where they are.

Mayor Wilbert spoke in favor of keeping the stop signs and added her reasons were stated in a memo to council included in the packet. She added there were several people in the audience that had signed up to speak on the issue.

At this point, several citizens and children that attend the daycares in the area took turns speaking in favor of leaving the stop signs and expressing concerns over safety issues. They asked that the signs remain.

Other issues regarding the through arrows at the Stinson Interchange, the flashing stop light at the intersection of Grandview and Pioneer, traffic back-ups, and alternatives to pedestrian traffic at the corner of Stinson and Grandview were discussed by Staff and Councilmembers. Mr. Yazici mentioned an overhead pedestrian crossing bridge, or a flashing lite at that intersection, either one of these suggestions being costly. He also suggested utilizing the pedestrian crossing light at the Stinson/Pioneer Interchange.

Chief Richards offered training sessions for crossing guards.

Councilmember Stevens-Taylor asked if staff could prepare something on available alternatives.

MOTION: Move to remove the stop signs that were placed at this intersection contrary to the consultant's recommendations.
Platt/Stevens-Taylor - Motion denied 2 - 1, with Councilmembers Frisbie and Stevens-Taylor voting to deny.

6. Presentation - Legal Representation. This item was dealt with under the Public Hearing section of the meeting.
7. Letter to District Administrator Regarding SR-16 HOV and Reversible Lane. Councilman Frisbie mentioned the letter sent by Mayor Wilbert regarding the safety issues surrounding the SR-16 project and offered to write a letter to the District Administrator on behalf of any councilmembers that like himself, support the reversible lane on the bridge as proposed by the DOT. Mayor Wilbert will bring this item back on the next agenda.

NEW BUSINESS:

1. Appeal of HEX Decision - VAR 92-14 Richardson. Mayor Wilbert announced that the letter from James R. Lee contained in the packet should be stricken from record as it was not part of the original appeal to the Hearing Examiner.

Planning Director, Ray Gilmore gave a history of the events leading to the appeal. Mr. James Richardson made himself available to answer questions.

MOTION: Move to approve Resolution #380 upholding the Hearing Examiner's recommendation for denial of a height variance.
Stevens-Taylor/Frisbie - unanimously passed.

2. Contribution to the Emergency Communication System. Mark Hoppen presented this request from the Gig Harbor-Key Peninsula Emergency Preparedness Committee for a donation to help cover the cost of installation of communication antennas. Councilman Frisbie asked questions regarding the compatibility of this equipment with the city equipment. Mr. Hoppen said he'd arrange Mr. Ray Zimmerman to give a technical presentation, preferably with written information that could be distributed to council in advance at the request of Councilmember Stevens-Taylor.

This item to be tabled until a future council meeting.

3. Resolution from the Building Code Advisory Board - Member's Appointment. Mayor Wilbert presented this resolution and asked for a motion to appoint Mark Anderson, AIA/Contractor, to the BCAB.

MOTION: Move for approval of Resolution #381.
Frisbie/Stevens-Taylor - unanimously passed.

4. Dorotich Street Improvements. Ben Yazici presented the proposal from Looker & Associates, Inc. to perform street improvements to the west half of Dorotich Street.

MOTION: Move to follow the Public Works Director's recommendations as presented.
Frisbie/Stevens-Taylor - unanimously passed.

5. Special Occasion Liquor License. No action required.

6. Rezone Request - Property on the corner of No. Harborview / Vernhardson. Mayor Wilbert reintroduced this item. Councilman Frisbie gave a history of the property. Councilmembers asked questions of Mr. Steensland and Mr. Israelson and advised them it would be necessary to contact staff as soon as possible to begin the steps to request a re-zone.

PUBLIC COMMENT: (cont.) Mr. Sletto missed the opportunity to speak during the former Public Comment section.

Carl Sletto - 8218 Dorotich. Mr. Sletto came before council requesting help in obtaining a Temporary Occupation Permit or a 48 hour variance from regulations for Arabella's Landing, so the incoming boaters could utilize his facility during the Commodore's Ball the 15th of May. Mr. Hoppen explained the liability of issuing this temporary permit or variance, and urged Mr. Sletto to interact with the Building Official to resolve the issues in question.

DEPARTMENT MANAGERS' REPORTS:

1. Tom Enlow - Finance Director. Mr. Enlow presented the Quarterly Report and answered questions.

MAYOR'S REPORT:

Community Historical Interest. Mayor Wilbert gave a brief report on the initial presentation meeting held on April 14th.

ANNOUNCEMENTS OF OTHER MEETINGS:

Worksession on short plat requirements. - May 12th at 7:00 p.m.

APPROVAL OF BILLS:

MOTION: To certify warrants #10457 through #10520, less #'s 10462, 10463 used as feeders in the amount of \$67,741.12.
Platt/Stevens-Taylor - unanimously approved.

EXECUTIVE SESSION: None scheduled.

ADJOURN:

MOTION: To adjourn at 10:15 p.m.
Platt/Frisbie- unanimously approved.

Cassette recorder utilized.
Tape 307 Side B: 160 - end.
Tape 308 Side A: 000 - end.
Tape 308 Side B: 000 - end.
Tape 309 Side A: 000 - end.
Tape 309 Side B: 000 - end.

Mayor

City Administrator



City of Gig Harbor. The "Maritime City."

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

May 4, 1993

Gig Harbor Chamber of Commerce
Marketing Committee
P.O. Box 1245
Gig Harbor, WA 98335

Dear Marketing Committee Members:

Once again the members of the Gig Harbor - Peninsula Area Chamber of Commerce are to be congratulated for sponsoring the Trolley Project.

The dedication of your Board of Directors toward an expanded time schedule for the trolley creates an added commitment toward sponsorship and financial support. I am confident you will find that support throughout the community.

Please find enclosed the city's contribution of \$1,000. We have committed our tourism dollars collected through the hotel/motel/bed & breakfast tax, toward the Community 1993 Trolley Project.

The City of Gig Harbor extends best wishes for a happy and economically healthy summer season!

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

GAW/mmt

JAN SCHMALENBERG
3211 Military Road East
Tacoma, Washington 98446
(206) 537-1300

RECEIVED
APR 20 1993
CITY OF BIG HARBOR

April 16, 1993

Doug Sutherland
Pierce County Executive
930 Tacoma Avenue South, Room 737
Tacoma, WA 98402

RE: URBAN GROWTH AREAS

1. Pierce County must establish urban growth areas, and each city within that county shall be included within an urban growth area:

HB1025, Sec. 29(1). COMPREHENSIVE PLANS -- URBAN GROWTH AREAS. (1) Each county that is required or chooses to adopt a comprehensive land use plan under RCW 36.70A.040 shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. Each city that is located in such a county shall be included within an urban growth area (emphasis added).

2. On July 1, 1991, Pierce County shall begin consulting with cities located within its boundaries to establish the extent of urban growth areas (as each city interprets urban or rural use, contiguous to, but outside its jurisdictional line), to be designated by Pierce County:

HB1025, Sec. 29(2). Within one year of July 1, 1990, each county required to designate urban growth areas shall begin consulting with each city located within its boundaries and each city shall propose the location of an urban growth area (emphasis added).

Cities will "propose" locations of urban growth areas to aid Pierce County in its final designation of urban growth areas.

3. This process does not call for County designated urban growth areas and City designated urban growth areas as separate or distinct areas, only that each city concurs and lies within the final Pierce County designated urban growth area.
4. Within the Pierce County designated urban growth areas, it is appropriate that cities provide urban services.

HB2929, Sec. 11(3). Further, it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas.

To: Doug Sutherland
From Jan Schmalenberg
Re: Urban Growth Areas
April 16, 1993
Page Two

HB2929, Sec. 3(16). "Urban governmental services" include those governmental services historically and typically delivered by cities, and include storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with nonurban areas.

This clause, along with the character of contiguous lands, may influence cities in proposing locations of urban or rural areas to Pierce County.

- a. How will cities provide urban services outside their jurisdiction without the benefit of the tax base represented by those properties serviced?
- b. "Agreement to Annex" documents (attached) required by cities from property owners outside the cities' jurisdictions but that utilize those "appropriately provided" urban services will jeopardize Pierce County government's long-term ability to plan and grow based on availability of property tax revenues.
- c. Regardless of present city administration claims that there is no intention for annexation at this time, the future must hold continued annexation of properties within each city's urban services areas for the above (a and b) and other reasons; expansionism, revenue enhancement, fair distribution of costs related to urban services to city residents prior to extension of services, etc.
- d. Will Pierce County government become less viable in the future due to an assuredly shrinking tax base (or increase taxes on rural areas to recapture lost revenues, driving rural residents to seek affordability within metropolitan areas)?

This process of designated urban growth areas, as interpreted by Pierce County and its associated cities, will lead to increased costs of services and further degrade availability of affordable homes and our ability to attract new or expanding (or maintain existing) businesses and jobs. The limiting factor (real or perceived) of the urban/rural line will result in increasing costs of land and homes, with new development concentrated in the primary growth tiers. Affordability will be equated with density. This process will result in large, heavily populated metropolitan areas brought about by legislation, not the market place, hence more rapidly. In either case, the result is unacceptable and predictable. New (old) ideas must be embraced: clustering of communities, hamlets, factory towns, communities of place, granges or town halls, row or town houses on 1,500 - 3,000 square foot lots, lots and blocks, grid street systems, etc. Large areas of heavy industrial and commercial (M-3, C-3) areas, sited throughout

To: Doug Sutherland
From: Jan Schmalenberg
Re: Urban Growth Areas
April 16, 1993
Page Three

the county within projected transportation corridors, would also serve the same purpose as a designated urban/rural line. Residential growth would be encouraged to surround these sites of employment and urban services (provided to the industrial/commercial areas) and discouraged through concurrency and characteristics in rural areas. Solves: transportation, sprawl, services, city/county disputes, jobs, housing, revenues, metropolitan density, etc.

I implore you to use vision, innovative concepts, tried and true processes, and leadership (not to be confused with "hard choices") in bringing Pierce County to the forefront of managed and lasting "quality of life" liveability. And please remember, "quality of life" is not street trees or sidewalks, but rather, the small town type of interactions between neighbors, family and children. This is the investment we must make for our future. Children, healthy neighborhoods and families will allow us to make that investment!

Sincerely,



Jan Schmalenberg

JS:mlh

cc: Pierce County Council
Citizens Advisory Group
Pierce County Regional Council

AGREEMENT TO ANNEX
TO THE CITY OF TACOMA

THIS AGREEMENT entered into this _____ day of _____
19____ between the CITY OF TACOMA, a municipal corporation, and the owner of the property
described below.

WITNESSETH THAT:

WHEREAS _____ has requested that the City of
Tacoma furnish water/electricity (circle correct one) to the following described property: (please include
the nearest street intersection if the below description does not include a street address) (attach legal description if larger
than space allows)

NOW, THEREFORE, it is agreed as follows:

In the event the City of Tacoma, in its discretion, furnishes water/electricity (circle correct one)
to the above described land, then in consideration and as a condition of such furnishing, the
undersigned and each of them, for himself and for his successors in interest, covenant to the City
of Tacoma, and to the present and future owners of any property affected by the furnishing of City
water/electricity (circle correct one) to which this covenant relates, that they shall, whenever so
requested, sign any letter, notice, petition or other instrument initiating, furthering or
accomplishing the annexation of the above-described land to the City of Tacoma, and shall support
such annexation, whether or not the annexation involves the assumption by the area to be annexed
of existing City of Tacoma indebtedness, and such other conditions as the City may lawfully
impose. The City of Tacoma does acknowledge that the property described above may be subject
to a Concomitant Zoning Agreement (Recorded # _____) adopted by Pierce County and
does agree and covenant that in the event of annexation, the City will adopt and apply such
Concomitant Zoning Agreement to the property and both City and property owner agree that in
such event the Concomitant Zoning Agreement shall be amended in writing to substitute City of
Tacoma for Pierce County.

Description reviewed:

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

Engineer

Director of Utilities

Approved as to form and legality:

CITY OF TACOMA:

Mark Blank

Chief Assistant City Attorney

City Manager

Approved:

Terms Approved and Accepted:

Superintendent or Deputy Superintendent
Water/Light Division

Property owner(s)

State of Washington)

SS

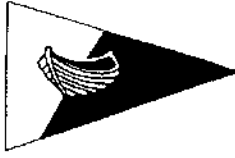
County of Pierce)

This is to certify that on this _____ day of _____, 19____,
before me the undersigned a notary public, personally appeared to me known to be the person

who executed and signed the foregoing dedication, and who acknowledged to me that (he/she/they)
signed and sealed the same as (his/her/their) free and voluntary act and deed for the uses and
purposed therein mentioned.

Witness my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____



City of Gig Harbor. The "Maritime City."

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

TO: COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: LEGAL REPRESENTATION
DATE: 5/6/93

Subsequent to the last Council meeting, I specified for the two City Attorney candidates a list of contract particulars to which both candidates have responded. I asked for a proposed contract that responded to my prospectus. The prospectus asked each firm to do a lot of work for the retainer of \$2000. Neither Ogden, Murphy, Wallace or Preston, Thorgrimson, Shidler, Gates & Ellis would meet all the conditions exactly as I requested, but they each responded with clear contractual terms that accounted for all needs expressed by the Mayor, by the Council, and by staff.

Neither firm was willing to meet condition #11 of my prospectus, and from my perspective, the essence of both proposals is in the billing procedure. Utilizing the itemized billing hours from the 1991 and 1992 billings for attorney services as a sample of hours, I projected costs for each proposed billing practice. Except for cash flow differences (Preston, Thorgrimson, Shidler, Gates & Ellis would have a more regularized bill than Ogden, Murphy, Wallace), both firms seem surprisingly similar in their fee expectations. (see the attached spreadsheet)

Currently, the city has expended \$19,678 of the legal budget of \$36,750, leaving \$17,071 for the remainder of the budget year. In view of costs which will likely be attributed to captured drug monies (different fund) and a likely reduction in legal activity, I would expect to have some relief in our current legal fund balance and in our legal fund disbursements for the remainder of the year. With the more regularized billing practice proposed by Preston, Thorgrimson, Shidler, Gates & Ellis we would experience retainer fees of \$16,000 for the remainder of the year plus negotiated costs associated with preparation for trial and trial. With Ogden, Murphy, Wallace, we would be billed hourly as indicated.

MONTH	ACTUAL HOURS @ PROPOSED OMW RATES						ACTUAL HOURS @ PROPOSED PTSGE RATES				
	RETAINER	RETAINER	ATTORNEY	ASSOC.	PARALGL	TOTAL	TOTAL	LITG. &	LITG. & PREP	RETAINER	TOTAL
1991		HOURS	\$105.00	\$85.00	\$50.00	HOURS	FEES	PREP HRS	@ \$125/HR		FEES
JAN	1,040.00	13.0	8.0	0.6		21.6	1,931	0.6	75	2,000	2,075
FEB	1,040.00	13.0	3.1	5.2		21.3	1,808	8.3	1,038	2,000	3,038
MAR	1,040.00	13.0	7.3	5.3		25.6	2,257	12.6	1,575	2,000	3,575
APR	1,040.00	13.0	6.5	6.5	1.7	27.7	2,360	10.9	1,363	2,000	3,363
MAY	1,040.00	13.0	2.3	7.6	0.4	23.3	1,948	10.3	1,288	2,000	3,288
JUN	1,040.00	13.0	16.9	4.9		34.8	3,231	13.1	1,638	2,000	3,638
JUL	1,040.00	13.0	15.3			28.3	2,647	3.3	413	2,000	2,413
AUG	1,040.00	13.0	23.9			36.9	3,550	4.5	563	2,000	2,563
SEP	1,040.00	13.0	8.4	0.5	0.3	22.2	1,980	2.3	288	2,000	2,288
OCT	1,040.00	13.0	33.4	11.8	2.3	60.5	5,665	36.8	4,600	2,000	6,600
NOV	1,040.00	13.0	8.2	0.8		22.0	1,969	4.2	525	2,000	2,525
DEC	1,040.00	13.0	30.4			43.4	4,232	2.1	263	2,000	2,263
1992											
JAN	1,040.00	13.0	40.5			53.5	5,293	5.1	638	2,000	2,638
FEB	1,040.00	13.0	16.9			29.9	2,815	1.4	175	2,000	2,175
MAR	1,040.00	13.0	11.2	0.5		24.7	2,259	0.0	0	2,000	2,000
APR	NA		NA	NA	NA	0.0	0	0.0	0		0
MAY	1,040.00	13.0	26.5	0.2		39.7	3,840	4.3	538	2,000	2,538
JUN	1,040.00	13.0	17.4	20.5		50.9	4,610	21.5	2,688	2,000	4,688
JUL	1,040.00	13.0	18.0			31.0	2,930	1.5	188	2,000	2,188
AUG	1,040.00	13.0	15.7			28.7	2,683	1.0	125	2,000	2,125
SEP	1,040.00	13.0	13.0			26.0	2,405	5.4	675	2,000	2,675
OCT	1,040.00	13.0	13.2	2.6		28.8	2,647	4.5	563	2,000	2,563
NOV	1,040.00	13.0	13.3	0.2		26.5	2,454	0.2	25	2,000	2,025
DEC	1,040.00	13.0	26.9	3.4	2.0	45.3	4,254	27.4	3,425	2,000	5,425
AVERAGE	1,040.00	13.0	16.4	3.1	0.3	32.7	<u>3,033</u>	7.9	985	2,000	<u>2,985</u>



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

April 27, 1993

Mr. James J. Mason
Preston, Thorgrimson, Shidler, Gates & Ellis
1500 First Interstate Plaza
1201 Pacific Avenue
Tacoma, WA 98402-4301

RE: LEGAL REPRESENTATION FOR THE CITY OF GIG HARBOR

Dear Mr. Mason:

Per Council's direction, I am submitting to you a prospectus for a contract for legal representation of the City of Gig Harbor for the period from May 10, 1993 to December 31, 1993. If you find this prospectus desirable, then submit it back to me in the form of a contract which, if we are in agreement, I will take to Council on May 10, 1993. I am suggesting that you propose a contract to provide legal services to the City of Gig Harbor on the following basis:

Preston, Thorgrimson, Shidler, Gates & Ellis, principally in your person, would render the following legal services to the City for \$2000.00 per month:

1. Attendance at regular Council meetings at which attendance is requested;
2. Review and/or preparation of ordinances as requested;
3. Conference consultation with staff once per week;
4. Phone consultation with staff as requested;
5. Conference and phone consultation with Mayor as requested;
6. Preparation of contracts, leases, and other legal documents;
7. Advice to and representation of the City in all routine legal matters, which shall include, but not be limited to: growth management and land use, historical planning, public works issues, law enforcement issues, port issues, enforcement of regulations, coordination with Pierce County regarding wastewater issues, transportation issues, condemnations, City code review and revision, and issues identified yearly in the Mayor's Harbor Basin Protection Plan;
8. Subdivision reviews, planned unit development reviews, LID and ULID reviews, and other similar services;
9. Labor negotiations or similar legal work involving specialized skills in the labor negotiation or labor relations field;
10. Incidental correspondence.
11. Attendance at hearings and trials, and preparation for such hearings and trials.

Prospectus p.2

The City of Gig Harbor would reimburse for filing fees, recording, or other fees advanced; for mileage to and from areas outside the Tacoma-Gig Harbor Peninsula area for issues not listed above; and for such copying costs as are acceptable to the City.

The only services which the contract would not cover would be:

1. Prosecuting Attorney in Municipal Court;
2. Bond Counsel Services;
3. Protracted trials lasting longer than one week.

Hourly billing for legal matters defined as exceptions to the work provided under the monthly fee would not exceed an attorney labor rate of \$105 dollars per hour or a paralegal work rate of \$85 dollars per hour.

It would be written that either party may terminate this agreement upon giving 30 days prior notice to the other party.

In addition, the firm would agree to provide the City with an itemized monthly billing which sets forth the date, amount of time worked, a brief description of the nature of the work, an identification of the attorney, paralegal or intern performing the work, and an itemization of costs associated with the work. The City would not be liable for incomplete and/or untimely billings.

Please submit a contract including the terms referenced in this letter. If you wish to add, delete, or alter the content, then please send an accompanying itemized explanation.

Thanks for your patience.

Sincerely,

Mark E. Hoppen

cc: Mayor Gretchen Wilbert

PRESTON
THORGRIMSON
SHIDLER
GATES & ELLIS

ATTORNEYS AT LAW

RECEIVED

MAY - 3 1993

CITY OF GIG HARBOR

1500 First Interstate Plaza
1201 Pacific Avenue
Tacoma, WA 98402-4301

Telephone: (206) 272-1500
Facsimile: (206) 272-2913

April 30, 1993

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

Dear Mayor Wilbert:

Following our conversation of April 29th I have revised Exhibit "A" to the enclosed contract to include the first 10 items in Mr. Hoppen's letter of April 27th. The last item, pertaining to trials, is covered at paragraph 3 (b) of the enclosed contract. I may point out that this contract places no cap on hours expended under items 1 through 10, which are covered by the flat monthly fee.

Very truly yours,

PRESTON THORGRIMSON
SHIDLER GATES & ELLIS


James J. Mason

JJM:mv
Enclosure

LEGAL SERVICES CONTRACT

THIS CONTRACT, entered into between the CITY OF GIG HARBOR, WASHINGTON, hereinafter referred to as the "City", and the firm of PRESTON THORGRIMSON SHIDLER GATES & ELLIS, hereinafter referred to as the "Firm",

WITNESSETH:

1. Relationship of Parties: The City hereby retains the Firm to render general legal services to the City, as hereinafter provided and on the terms and conditions herein set forth. The parties are independent contractors to one another. Nothing contained herein shall create any other relationship, including that of employer-employee, or principal-agent other than as is normally implied in legal representation of a client.

2. Description of Services: The Firm agrees to provide general counsel services as requested by the City or its municipal agencies and departments, including but not limited to those set forth on Exhibit "A" hereto, subject to the direction of the Mayor. Services not covered by this contract are:

- a) Prosecution of Municipal Court cases;
- b) Services of bond counsel.

Legal services under this contract will ordinarily be performed personally by James J. Mason, or in his absence, by Robert J. Backstein. If unusual services are required which dictate consultation with one or more specialists, the Firm will consult with the City before proceeding.

3. Compensation: The City agrees to pay, and the Firm agrees to accept, compensation for the services covered by this contract as follows:

a) All general counsel matters as set forth in paragraph 2, at the rate of \$2000.00 per month, payable monthly;

b) For matters involving trials in Superior or Federal courts, or hearings before boards, arbitrators or other quasi-judicial entities, at the rate of \$125.00 per hour, subject to any not-to-exceed budget which may be established by the City and the Firm as to such matter. The Firm will promptly inform the City when any such matter is pending or probable, and will propose such a budget as soon as feasible.

The City will reimburse the Firm, on proper monthly billing, for costs and disbursements made by the Firm on the City's behalf. Such costs shall include, but not be limited to, long distance telephone charges, filing or recording fees, photo copying charges, or mileage to remote destinations. The Firm will endeavor to minimize such costs, e.g., by providing the City with single copies of documents for its in-house reproduction.

4. Term: The term of this contract shall commence on _____ 1993, and shall terminate on thirty (30) days' written notice given by either party to the other party.

DATED this _____ day of _____, 1993.

CITY OF GIG HARBOR

PRESTON THORGRIMSON SHIDLER
GATES & ELLIS

By: _____
Mayor Gretchen Wilbert

By: Kenneth D. Baer

EXHIBIT 'A'

GENERAL COUNSEL SERVICES

1. Attendance at regular Council meetings at which attendance is requested;
2. Review and/or preparation of ordinances as requested;
3. Conference consultation with staff once per week;
4. Phone consultation with staff as requested;
5. Conference and phone consultation with Mayor as requested;
6. Preparation of contracts, leases, and other legal documents;
7. Advice to and representation of the City in all routine legal matters, which shall include, but not be limited to: growth management and land use, historical planning, public works issues, law enforcement issues, port issues, enforcement of regulations, coordination with Pierce County regarding wastewater issues, transportation issues, condemnations, City code review and revision, and issues identified yearly in the Mayor's Harbor Basin Protection Plan;
8. Subdivision reviews, planned unit development reviews, LID and ULID reviews, and other similar services;
9. Labor negotiations or similar legal work involving specialized skills in the labor negotiation or labor relations field;
10. Incidental correspondence.



ATTORNEYS AT LAW

Seattle Office:
2100 Westlake Center Tower
1601 Fifth Avenue
Seattle, WA 98101-1686
(206) 447-7000

FAX: (206) 447-0215

John D. Wallace
Douglas E. Albright
Lee Corkrum
Wayne D. Tanaka
Robert G. André
Michael G. Wickstead
Robert A. Kiesz
Steven A. Reisler
W. Scott Snyder
Christopher A. Washington
James E. Haney
Phillip C. Raymond
Charles D. Zimmerman
Carol D. Bernasconi
William F. Joyce
Karen Sutherland
David A. Ellenhorn
John J. O'Donnell, P.C.
Ross D. Jacobson
Charles D. DeJong

Nancy M. Allo
John F. DeVleming
Peter A. Fraley
Kent C. Meyer
Carol A. Morris
Leslie R. Pesterfield*
Debra B. Rehman
Jessica G. Rickard
Theresa A. Rozzano
Susan N. Stonecker
Gil Sparks

Counsel to the Firm
Stanbery Foster, Jr.

Of Counsel
James A. Murphy

*Admitted to Practice
in Oregon only

Retired
Raymond D. Ogden, Jr.

May 4, 1993

Honorable Gretchen Wilbert
Mayor
City of Gig Harbor
M/A: P.O. Box 145
Gig Harbor, Washington 98335

Re: Legal Services - Period of January 1, 1993 - December 31, 1993

Dear Mayor Wilbert:

By means of this letter of agreement, Ogden Murphy Wallace will agree to provide legal services to the City of Gig Harbor for period of January 1, 1993 through December 31, 1993 on the following basis:

- 1) We will provide 13 hours of general, legal services, irrespective of the hourly rate of the attorney performing such service, for the monthly sum of \$1,105 per month.
- 2) Legal services not included under paragraph (1) above would be as follows:
 - a) Preparation of contracts, subdivision reviews, planned unit development reviews and other similar items where the City recovers reimbursement of said costs from an applicant or developer; if such costs are not recoverable, the services will be included under paragraph (1) above.

Honorable Gretchen Wilbert
May 4, 1993
Page 2

- b) Labor negotiations or similar legal work involving the specialized skills in the labor negotiation or labor relations field;
 - c) Tax work involving specialized skills or a lawyer trained in that specialty;
 - d) Litigation or other administrative or arbitration proceedings;
 - e) Local Improvement Districts or ULIDS which would be based upon a separate agreement with the City charging the cost of said fees to the particular LID or ULID. General LID or ULID advice would be included under paragraphs (1) and (3).
- 3) Work on matters covered under the general legal services that are in excess of the 13 hours per month, or on items listed in paragraph (2) above and work performed by paralegals or interns would be charged at the following rates:
- a) Partners \$105.00 per hour
 - b) Associates \$ 85.00 per hour
 - c) Law Clerks \$ 65.00 per hour
 - d) Paralegals \$ 50.00 per hour

In addition, the City would reimburse for long distance phone charges, copying charges, extraordinary postage charges, messenger charges and other costs or fees advanced by the firm on behalf of the City.

It is further agreed that either party may terminate this agreement upon a giving of 30 days prior notice to the other party.

We will provide itemized monthly billings which set forth the date, amount of time worked, a brief description of the nature of the work, identification of the attorney, paralegal or intern performing the work and an itemization of costs associated with the work.



City of Gig Harbor. The "Maritime City."

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

April 28, 1993

Mr. John Wallace
Ogden, Murphy, Wallace
1601 Fifth Avenue
Seattle, WA 98101-1686

RE: LEGAL REPRESENTATION FOR THE CITY OF GIG HARBOR

Dear Mr. Wallace:

Per Council's direction, I am submitting to you a prospectus for a contract for legal representation of the City of Gig Harbor for the period from May 10, 1993 to December 31, 1993. If you find this prospectus desirable, then submit it back to me in the form of a contract which, if we are in agreement, I will take to Council on May 10, 1993. I am suggesting that you propose a contract to provide legal services to the City of Gig Harbor on the following basis:

Ogden, Murphy, Wallace, principally in your person, would render the following legal services to the City for \$2000.00 per month:

1. Attendance at regular Council meetings at which attendance is requested;
2. Review and/or preparation of ordinances as requested;
3. Conference consultation with staff once per week;
4. Phone consultation with staff as requested;
5. Conference and phone consultation with Mayor as requested;
6. Preparation of contracts, leases, and other legal documents;
7. Advice to and representation of the City in all routine legal matters, which shall include, but not be limited to: growth management and land use, historical planning, public works issues, law enforcement issues, port issues, enforcement of regulations, coordination with Pierce County regarding wastewater issues, transportation issues, condemnations, City code review and revision, and issues identified yearly in the Mayor's Harbor Basin Protection Plan;
8. Subdivision reviews, planned unit development reviews, LID and ULID reviews, and other similar services;
9. Labor negotiations or similar legal work involving specialized skills in the labor negotiation or labor relations field;
10. Incidental correspondence.
11. Attendance at hearings and trials, and preparation for such hearings and trials.

The City of Gig Harbor would reimburse for filing fees, recording, or other fees advanced; for mileage to and from areas outside the Tacoma-Gig Harbor Peninsula area for issues not listed above; and for such copying costs as are acceptable to the City.

The only services which the contract would not cover would be:

1. Prosecuting Attorney in Municipal Court;
2. Bond Counsel Services;
3. Protracted trials lasting longer than one week.

Hourly billing for legal matters defined as exceptions to the work provided under the monthly fee would not exceed an attorney labor rate of \$105 dollars per hour or a paralegal work rate of \$85 dollars per hour.

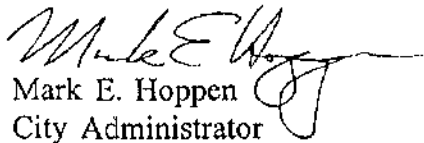
It would be written that either party may terminate this agreement upon giving 30 days prior notice to the other party.

In addition, the firm would agree to provide the City with an itemized monthly billing which sets forth the date, amount of time worked, a brief description of the nature of the work, an identification of the attorney, paralegal or intern performing the work, and an itemization of costs associated with the work. The City would not be liable for incomplete and/or untimely billings.

Please submit a contract including the terms referenced in this letter. If you wish to add, delete, or alter the content, then please send an accompanying itemized explanation.

Thanks for your patience.

Sincerely,


Mark E. Hoppen
City Administrator


cc: Mayor Gretchen Wilbert

Honorable Gretchen Wilbert
May 4, 1993
Page 3

If the foregoing correctly sets forth the agreements and understandings, please sign the extra copy of the letter that is enclosed and return the signed copy to my office. The original should also be signed by you and retained in the City's files.

Very truly yours,

OGDEN MURPHY WALLACE



John D. Wallace

JDW/lfs
Enclosure

Agreed to and accepted by the City Council this ____ day of _____, 1993.

CITY OF GIG HARBOR

MAYOR GRETCHEN WILBERT

ATTEST

CITY CLERK, MARK HOPPEN

**OGDEN
MURPHY
WALLACE**

ATTORNEYS AT LAW

Seattle Office:
2100 Westlake Center Tower
1601 Fifth Avenue
Seattle, WA 98101-1886
(206) 447-7000

FAX: (206) 447-0215

RECEIVED
MAY - 5 1993
CITY OF GIG HARBOR

John D. Wallace
Douglas E. Albright
Lee Corkrum
Wayne D. Tanaka
Robert U. Andre
Michael G. Wickstead
Robert A. Kiesz
Steven A. Reisler
W. Scott Snyder
Christopher A. Washington
James E. Haney
Phillip C. Raymond
Charles D. Zimmerman
Carol D. Bernasconi
William F. Joyce
Karen Sutherland
David A. Ellenhorn
John J. O'Donnell, P.C.
Ross D. Jacobson
Charles D. DeJong

Nancy M. Allo
John F. DeVleming
Peter A. Fraley
Kent C. Meyer
Carol A. Morris
Leslie R. Pesterfield*
Debra B. Reisman
Jessica G. Rickard
Theresa A. Rozzano
Susan N. Slonecker
Gil Sparks

Counsel to the Firm
Stanbery Foster, Jr.

Of Counsel
James A. Murphy

*Admitted to Practice
in Oregon only

Retired
Raymond D. Ogden, Jr.

May 3, 1993

Members of the City Council
City of Gig Harbor
M/A: P.O. Box 145
Gig Harbor, Washington 98335

Re: Provision of Legal Services

Dear Councilmembers:

As you know the Mayor has expressed a desire that the City contract with a Pierce County attorney for the provision of legal services.

Mayor Wilbert has expressed on more than one occasion that her feeling is not due to the levels and provision of services or the personnel providing such services. I believe the Mayor has felt that our office has provided timely effective service to both herself, the Council and the staff. Mayor Wilbert has also indicated her appreciation of extra efforts that we have extended on behalf of the City and an appreciation of the depth that we are able to offer our clients when Carol Morris of our office was able to resolve a very sensitive question on very short notice late on a Friday afternoon preceding Easter Sunday.

I personally believe that our credentials cannot be matched in terms of depth of personnel available to provide services to the City and real world in the trenches experience in representing cities with legal issues and matters similar to those that have been faced and will be faced in the future by the City of Gig Harbor.

We believe that we have provided efficient, cost effective legal services for the City. I believe our rates, both for the retainer rate and work beyond retainer, are highly competitive and I find it difficult to believe that the services can be provided with the experience level at a lesser cost.

Those rates proposed for 1993 are as follows:

1. Retainer Rate, regardless of the attorney providing the services for up to thirteen hours per month

\$85.00/hour or \$1,105.00 per month

2. For general legal services in excess of the retainer hours, and including all other matters such as litigation or other contested administrative proceedings such as arbitration, mediation, etc.

Partners	\$105.00/hour
Associates	85.00/hour
Law Clerks	65.00/hour
Paralegals	50.00/hour

This is essentially a two tiered hourly rate proposal. A monthly bank of 13 hours regardless of the attorney providing the services at \$85/hour for general legal work of the City. Thereafter (after 13 hours) the rate for partners increases to \$105/hour.

We would envision this rate schedule applying to items 1 through 8 and item 10 of Mark Hoppen's letter dated April 28, 1993, excluding condemnation from item number 7. Condemnation and other contested hearings such as arbitration and matters in litigation together with labor negotiations would be charged at the second stage rates.

In addition, we would be reimbursed for copying charges, long distance telephone charges and other fees or costs advanced on behalf of the City. We do not charge mileage.

A 30 day cancellation clause is acceptable and the requested monthly billing format coincides with our present practice.

I believe we have the capability to provide the services needed by the City and the flexibility to deliver those services in a manner as requested by the City. We are available for meetings with the staff and site visits. These are common services that we do provide for our municipal clients. It has been my policy to usually touch bases in advance of the Council meetings to see if there is a need to meet, and I have in fact on several occasions arrived early and made myself available if needed to the Mayor, City Administrator and staff.

We have also worked with the administration to effectively utilize our time when in attendance for Council meetings and we have and will work with the administration to not attend meetings if there is no need for legal council in order to help control the cost of legal services to the City.

Members of the City Council
May 3, 1993
Page 3

I would encourage the City Council to make inquiry of the Mayor, City Administrator and staff members with respect to the quality, responsiveness and turnaround time in the delivery of our services.

We have served the City of Gig Harbor since 1986. The City is an important client, which I believe we have demonstrated and we would desire to continue what has been a good working relationship into the future if that is the City Council's decision.

Very truly yours,

OGDEN MURPHY WALLACE



John D. Wallace

JFW/lfs

IDW46233.1L/0008.90000



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: ~~MB~~ Planning Staff

DATE: May 6, 1993

SUBJ.: Final Plat of Gig Harbor Heights (SUB 91-04)

Mr. Maurice Manning has submitted a final plat for the Gig Harbor Heights subdivision (SUB 91-04). The plat was originally approved as two separate plats (SUB 91-01 and SUB 91-04) which have been combined.

The final plat has been reviewed by staff and meets the conditions of preliminary plat approval, as per Resolutions #317 and #358. All improvements as required by City Code have been installed, with the exception of the Rosedale Street signalization and sidewalks, curbs and gutters within the development. These two items have been properly bonded for and must be installed per City requirements within one year of the bond post date.

The Council's favorable consideration of the final plat is requested.

CITY OF GIG HARBOR
RESOLUTION No. _

WHEREAS, Mr. Maurice Manning has submitted a final plat for consideration of approval by the City Council for SUB 91-04 (Gig Harbor Heights); and,

WHEREAS, the Gig Harbor City Council granted preliminary plat approval per Resolution #317 to SUB 91-01 on June 29, 1991 and to #358 to SUB 91-04 on June 8, 1992, subject to conditions of approval; and,

WHEREAS, a final plat which combines both plats has been reviewed by the City staff for compliance with the requirements of the City Subdivision Ordinance (Title 16 of the Gig Harbor Municipal Code) and the conditions of preliminary plat approval per Resolutions #317 and #358; and,

WHEREAS, the City of Gig Harbor staff find that the proposed final plat and improvements as required are in compliance with the applicable City of Gig Harbor codes, the conditions of preliminary plat approval per Resolutions #317 and #358 and the City of Gig Harbor Comprehensive Plan of 1986.

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

That the final plat for SUB 91-04 be accepted and approved by the City of Gig Harbor City Council.

PASSED this 10th day of May, 1993.

Gretchen A Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator

Filed with City Clerk: 5/6/93

Passed by City Council: 5/10/93



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

DATE: May 6, 1993

SUBJ.: Hearing Examiner Recommendation SPR 93-01/CUP 93-04

Attached for your review and consideration is the report and recommendation of the Hearing Examiner for the conditional approval of a site plan and conditional use permit for the construction of a 1,300 square foot storage building to be located at the City Shop. A resolution adopting the Hearing Examiners findings and conclusions is included.

No comments, adverse or otherwise, were received on this proposal.

CITY OF GIG HARBOR
RESOLUTION No. ____

WHEREAS, the City of Gig Harbor Department of Public Works has submitted an application for site plan and conditional use approval for the construction of a 1,300 square foot storage building on property more commonly known as the City Shop; and,

WHEREAS, in a report dated April 14, 1993, city Planning Staff recommended conditional approval of the storage building; and,

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

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on April 21, 1993 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 the application in his report dated April 28, 1993; and,

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

That the findings, conclusions and recommendations of the Hearing Examiner in his reports dated April 28, 1993 are hereby adopted by the City Council and the application for site plan and conditional use is APPROVED, subject to the following conditions:

1. The project must comply with the applicable City of Gig Harbor Uniform Fire Codes. Public Works shall coordinate with the City Fire Marshal for compliance with the applicable codes .
2. Prior to occupancy, a final landscaping plan meeting the requirements of the zoning code must be submitted to the Planning Department for review and approval. Landscaping shall be installed as approved within one growing season of approval of the site plan.

PASSED this 10th day of May, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator

Filed with City Clerk: 5/6/93
Passed by City Council: 5/10/93

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

APPLICANT: City of Gig Harbor
CASE NO.: SPR 93-01 / CUP 93-04
APPLICATION: Request for site plan approval and a conditional use permit to allow construction of a 1,300 square foot storage building at the Department of Public Works maintenance facility.

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 City of Gig Harbor application was opened at 5:30 p.m., April 21, 1993, in City Hall, Gig Harbor, Washington, and closed at 5:33 p.m. 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:

I. FINDINGS:

- A. The information contained on pages 1 to 5 of the Planning Staff's Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
- B. The City's Public Works Director said at the hearing that he concurred with the recommended conditions.
- C. No testimony or evidence was entered into the record by the general public either in favor of or in opposition to the subject request.

II. CONCLUSIONS:

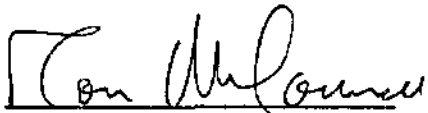
- A. The conclusions prepared by the Planning Staff and contained on page 5 of the Planning Staff's Advisory Report accurately set forth the conclusions of the Hearing Examiner and by this reference are adopted as the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.

III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, it is recommended that the site plan and conditional use permit be approve subject to the following conditions:

1. The project must comply with the applicable City of Gig Harbor Uniform Fire Codes. Public Works shall coordinate with the City Fire Marshal for compliance with the applicable codes.
2. Prior to occupancy, a final landscaping plan meeting the requirements of the zoning code must be submitted to the Planning Department for review and approval. Landscaping shall be installed as approved within one growing season of approval of the site plan.

Dated this 28th day of April, 1993.



Ron McConnell
Hearing Examiner

Rezones - Recommendations

Any decisions of the Examiner approving a rezone, with or without conditions, shall constitute a recommendation to the City Council. The City Council shall consider the recommendation within 35 (thirty-five) calendar days at a regular meeting.

Council Action

Any application requiring action by the City Council shall be taken by the adoption of a motion 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.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within ten (10) business days from the date of the Council action a 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 APRIL 21, 1993
HEARING ON THE CITY OF GIG HARBOR
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing were Steve Osquthorpe and Ben Yazici, representing the City of Gig Harbor.

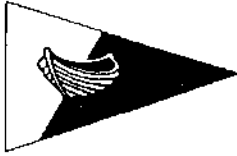
EXHIBIT:

The following exhibits was offered and entered into the record:

A. Planning Staff's Advisory Report.

PARTY OF RECORD:

Ben Yazici
Director of Public Works
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

**STAFF REPORT
ENVIRONMENTAL EVALUATION AND
REPORT TO THE HEARING EXAMINER**

**CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS
(SPR93-01/CUP93-04)
APRIL 14, 1993**

PART I: GENERAL INFORMATION

A. APPLICANT:

City of Gig Harbor
3105 Judson Street/P.O. Box 145
Gig Harbor, WA 98335
PH: 851-8145

B. OWNER:

Same as above.

C. AGENT:

N/A

D. REQUEST:

Site plan approval and conditional use permit for 1,300 square foot storage building at the Department of Public Works Maintenance facility.

E. PROPERTY DESCRIPTION:

1. Location:

The property is located west of 46th Street NW, west of SR-16. The property is more particularly described as a portion of the NW 1/4 of Section 6, Township 21N, Range

2E, assessor's tax parcel number 02-21-06-6-004.

2. Site Area/Acreage:

The site is approximately 87,000 square feet. Existing impervious coverage is 56%. Proposed impervious coverage: no change.

3. Physical Characteristics:

According to the Pierce County Soil Survey, the site is underlain by Harstene gravelly-sandy loam with slopes ranging from 6-15%. Average grade on-site is approximately 2%. The site has been previously filled eight years ago and is primarily developed with an extensive overlay of asphalt surface (approximately 35% of the site) and storage/maintenance buildings. A type III wetlands is located approximately 35 feet to the west of the building site.

F. SURROUNDING LAND-USE/ZONING DESIGNATION:

North: Vacant (unincorporated Pierce County, designated Urban).
West: Vacant (unincorporated Pierce County, designated Urban).
South: Forested/Vacant, owned by Pierce County Parks (unincorporated Pierce County, designated as residential).
East: Vacant land and SR-16 (designated Urban, Pierce County).

G. UTILITIES/ROAD ACCESS:

Access is provided by 46th Street NW, which is approximately 250 feet east of the property.

H. PUBLIC NOTICE:

Public notice was provided as follows:

Published in Peninsula Gateway: April 7, 1993.
Mailed to property owners of record within 300 feet of the site: April 9, 1993.
Posted in three conspicuous places in the vicinity of the property: April 12, 1993.

PART II: ANALYSIS

A. AGENCY REVIEW:

1. Building Official/Fire Marshal

Fire equipment access must be provided by a twenty four (24) foot wide all weather road; minimum radius for the cul-de-sac must be 45 feet. Fire hydrants and eight-inch water mains shall be provided within; fire hydrants and water mains must conform to Gig Harbor Public Works Department and Fire Marshal requirements and fire flow must conform to 1974 ISO Guide. A building permit is required for this structure.

2. Department of Public Works

The Department of Public Works is the applicant and sponsor of this proposal. The project will utilize the existing Pierce County approved storm drain system. The property does not front on a public street; therefore, the requirements for sidewalks, curbs and gutters does not apply.

B. APPLICABLE LAND-USE POLICIES/CODES

1. Comprehensive Plan:

The City of Gig Harbor Comprehensive Plan designates this area as low density urban residential. The area immediately to the north is designated as proposed office/industrial employment centers. The type of use and density proposed is considered appropriate for this area and there are not any identified environmental capability limitations for this site. Relevant sections of the Plan are as follows:

A. Land use -- Site area is designated as low density urban residential, with an average maximum density of 3.5 dwelling units per acre. The comprehensive plan does provide for non-residential uses as conditional uses per goal 11, which states in part, "*Review proposed expansion plans, including height, mass, traffic, noise and other characteristics, for residential neighborhood compatibility.*"

2. Zoning Ordinance:

The site is designated as R-1 (low density residential) per the City of Gig Harbor zoning map.

Section 17.16.010 (Intent) states that an R-1 district is intended to provide for a low density, single family residential development.

Section 17.16.090 (Conditional Uses) provides for public utilities and services as a conditional use.

Section 17.16.050 (Minimum Development Standards) establishes minimum development standards for uses in respect to yards (F 25',S 8', R 30'), maximum impervious coverage (40%), and minimum street frontage (20'). The project site is within a height overlay district which permits a maximum height of 35 feet for non-residential structures.

Section 17.78.020 (Applicability of Landscape Requirements) applies to this development. A preliminary landscape plan has been submitted with the application.

Section 17.64.040 (Conditional Uses) pertains are as follows:

- A. That the use for which the conditional use permit is applied for is specified by this title as being conditionally permitted within the zone, and is consistent with the description and purpose of the zone district in which the property is located;
- B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;
- C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity and; further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
- D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

A SEPA determination was done on the original project in 1985 by Pierce County. A environmental determination of non-significance was issued. Since the proposed structure is less than 4,000 square feet in area, the proposal is exempt from SEPA, per WAC 197-11-800 (C).

3. City of Gig Harbor Wetland Management Ordinance

The City of Gig Harbor Wetland Management Ordinance considers the wetland

west of the building site as a Category III wetland. Category III wetlands require a minimum of a twenty-five foot buffer between the wetland and the development site. Since this area was impacted prior to the adoption of a wetland ordinance and since the proposed structure would be greater than twenty-five feet and would not result in an encroachment into the wetland remaining on the site, the provisions of the wetland ordinance are not compromised. However, to minimize the potential for increased impacts to the wetland from erosion of the fills slope, the west perimeter of the site should be landscaped.

PART III: FINDINGS AND CONCLUSIONS

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

1. The proposal is to provide storage for sand, gravel and other material which is currently stored in the open.
2. The proposal does not result in any increased traffic, noise, light, glare or air quality impacts to the site or surrounding properties.
3. Although the site was given an R-1 designation when annexed in 1982, the nearest residential use is almost one mile away to the south. Adjacent lands are vacant and some have approved Pierce County site plans for commercial and office use. The area to the north of the property is designated as an urban environment (Pierce County) and as employment business in the City of Gig Harbor Comprehensive Plan of 1986.
4. The Type III wetland located west of the site will not be adversely impacted by the structure as the new development does not represent an encroachment into the remaining wetland.
5. The proposed use may be authorized as a conditional use, consistent with the criteria for conditional uses, as: it is conditionally permitted; it will not be detrimental to the public's health, welfare or convenience, nor to the neighborhood in which it is located; nor does the use place an undue burden on public facilities or services and the lot upon which it will be located is of sufficient size to meet the bulk and dimensional standards of the zoning code.

PART IV: RECOMMENDATION

1. The project must comply with the applicable City of Gig Harbor Uniform Fire Codes.

Public Works shall coordinate with the City Fire Marshal for compliance with the applicable codes .

2. Prior to occupancy, a final landscaping plan meeting the requirements of the zoning code must be submitted to the Planning Department for review and approval. Landscaping shall be installed as approved within one growing season of approval of the site plan.

Documents pertinent to your review are attached.

Staff report prepared by: Ray Gilmore, Planning Director

Date: April 14, 1998

CITY OF GIG HARBOR

851-8136

- Conditional Use Permit
- Variance
- Administrative Appeal
- Planned Unit Development
- Rezone
- Site Plan Review

APPLICATION

CITY USE ONLY

Case Number SPR93-01/CUP93-04

Date Received 3/29/93

By [Signature]

Related Case Numbers _____

OWNER(S)

1. NAME City of Gig Harbor

MAILING ADDRESS P. O. Box 145

CITY AND STATE Gig Harbor, WA ZIP 98335

TELEPHONE 206-851-8145

I (We) (Signature(s)) _____ Date _____

do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the below described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

APPLICANT

2. NAME City of Gig Harbor

MAILING ADDRESS P. O. Box 145

CITY AND STATE Gig Harbor, WA ZIP 98335

TELEPHONE 206-851-8145

SIGNATURE Ben Yazici DATE 3-29-93

3. AUTHORIZED REP.

NAME Ben Yazici, Director of Public Works

MAILING ADDRESS P. O. Box 145

CITY AND STATE Gig Harbor, WA ZIP 98335

TELEPHONE _____

4. NAME OF PROJECT City Shop Storage Building

5. SUMMARY OF REQUEST (List Type of Uses)

Storage facility for City Shop and Maintenance Items (e.g., Sand and Gravel)

6. UTILITIES:

1. WATER SUPPLY: (Name of Utility, if applicable)

a. EXISTING: City of Gig Harbor

b. PROPOSED: _____

2. SEWAGE DISPOSAL: (Name of Utility, if applicable)

a. EXISTING: On Site Septic System

b. PROPOSED: _____

ACCESS: (Name of road or street from which access is or will be gained)

1. EXISTING ACCESS: Private Road (89th St NW)

2. PROPOSED ACCESS: Same

7. PROPERTY LOCATION:

NORTH SOUTH EAST WEST SIDE OF (Circle One)

(Road Name): West of 46th Ave. N.W.

(Skansie Avenue)

between (road name): _____

and (road name): _____

PROPERTY ADDRESS 5118 89th St. N.W.

SECTION NW 6 TOWNSHIP 21N RANGE 2E

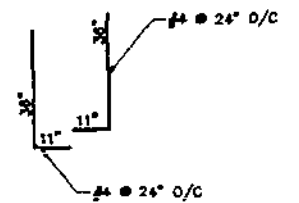
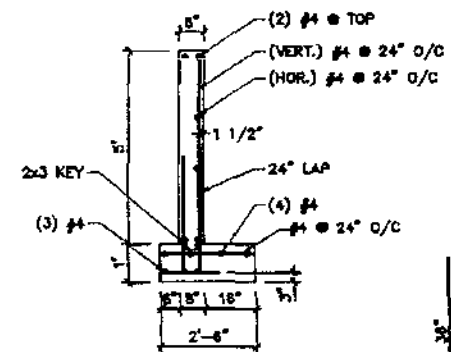
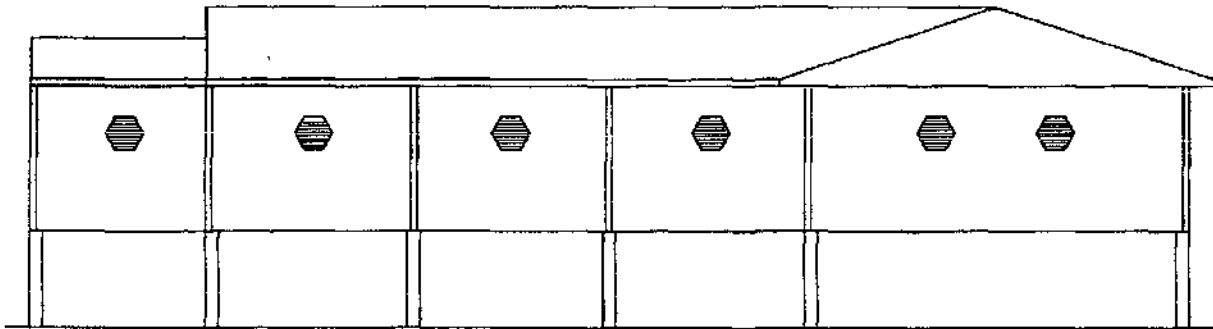
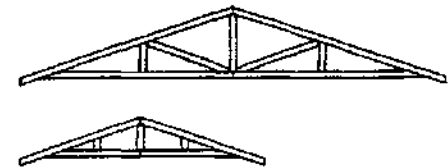
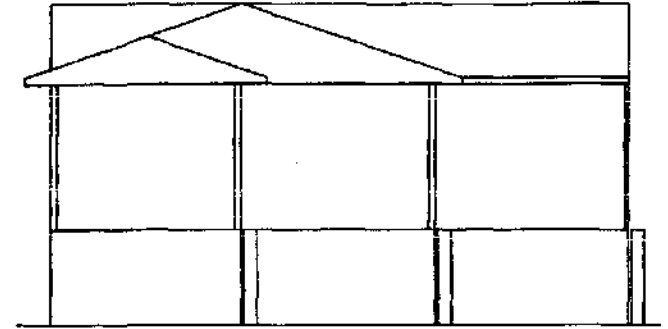
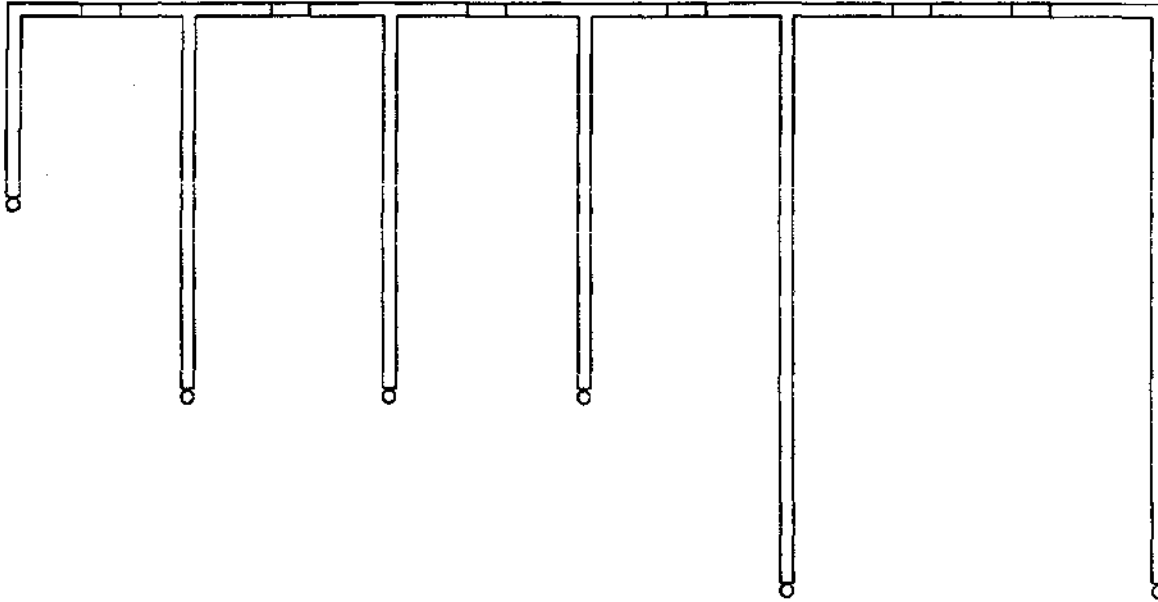
ASSESSOR'S PARCEL NUMBER 02-21-06-6-004

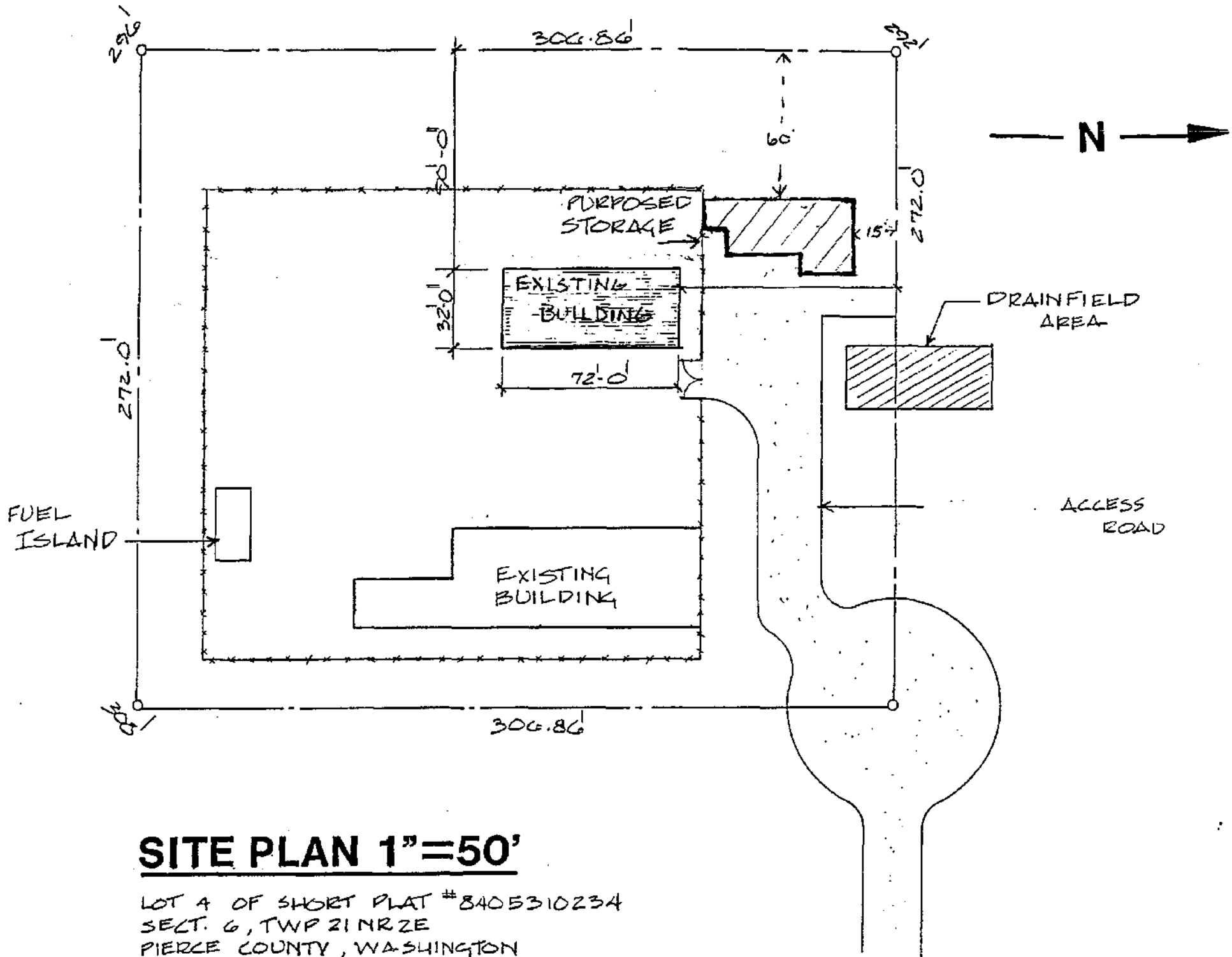
FULL LEGAL DESCRIPTION OF SUBJECT PROPERTY: (Attach separate sheets if too long) Lot 4 of Short Plat

85-05-31-0234

8. EXISTING ZONING R-1

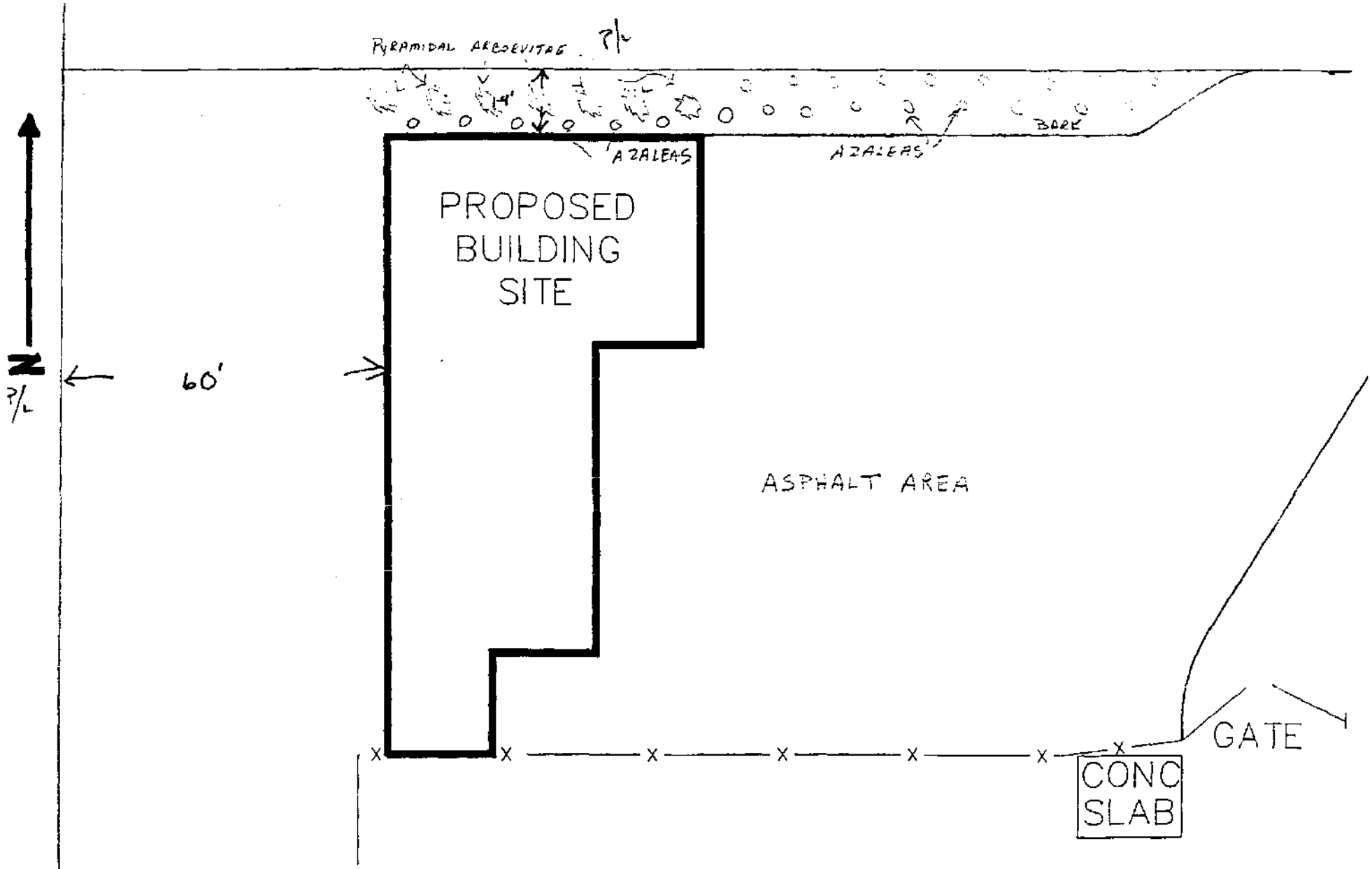
TOTAL SQUARE FOOTAGE OF SITE 87,000





SITE PLAN 1"=50'

LOT 4 OF SHORT PLAT #8405310234
SECT. 6, TWP 21 NR 2E
PIERCE COUNTY, WASHINGTON





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: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SPRINGHILL ESTATES SEWER EXTENSION PROPOSAL
DATE: MAY 7, 1993

Springhill Estates, a 21-lot residential development located on 57th Avenue NW, owned by Tucci and Sons and represented by Pac-Tec Engineering, has requested sewer hook-up at our outside rate, for a development which was approved by Pierce County in 1992.

This development consists of lots from 14,150 to 41,900 square feet, which considerably exceeds the city minimum. The septic drainfield design for the project is proving awkward, though feasible. The applicants believe that the approved development would be better served in the long run by city sewer. They propose a step system design, such as the design employed by Canterwood. This development would tie-in to the line which Canterwood is developing for connection to the ULID #3 project.

The development is outside the existing city limits, inside the current comprehensive planning area, inside the proposed urban boundary area, and outside ULID #3. Since the project was approved to Pierce County standards, the project was not approved with sidewalks, but is in other respects consistent with City standards.

Resultingly, the applicant is requesting 21 ERU. A three year capacity commitment agreement would require a 15% capacity commitment payment of \$6945.75, considering the current connection fee for outside hook-ups of \$2205. The remainder of the connection fee, collected no later than the time of hook-up, would be adjusted for the then current connection fee.

Recommendation:

Approve the sewer extension to Springhill Estates based on the attached contract for outside sewer extension.



PAC-TECH Engineering, Inc.

Engineers / Planners / Surveyors / Environmental Specialists

RECEIVED

APR-13-1993

CITY OF GIG HARBOR

April 12, 1993

File #14579

Mr. Mark Hoppin
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

Reference: Request for Extension of Sewer Services for Springhill Estates

Dear Mr. Hoppin:

We are the engineering consultant for the Tucci & Sons, and for the subdivision of Springhill Estates. Springhill Estates is a 21-lot development located on 57th Avenue Northwest. The development was approved, completed and recorded in 1992. The lot sizes in Springhill Estates range from 14,150 to 41,900 square feet. The average lot size is 20,600 square feet.

Because of its location and the views of Henderson Bay from many of the lots, it appears the homes will be sized and built to sell in the range of \$300,000 to \$400,000.

As we have begun to build on the lots, we have encountered some difficulties with the use of on-site sewage systems. While we are obtaining drainfield approvals, the systems are complex and are located in various areas of the subdivision where the better soils are located. Some lots have two or more drainfields located on them causing the need for legal easements, forcemains, and agreements between lots. Other drainfields are proposed to be located in Open-Space areas where soils are also better.

My client is concerned over the complexity of these easements and off-site placements and about the long term ramifications they may have. They have a reputation for producing a quality product and wish to keep that reputation by incorporating sewers into this development.

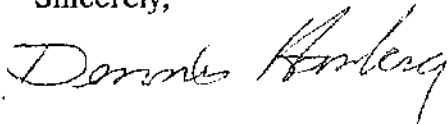
It is with this in mind that we are requesting City Council approval of sewer extension to Springhill Estates. We feel that our proximity to the proposed new sewer line to serve Canterwood is advantageous. While the plat is completely developed, it is possible to make the necessary modifications to incorporate sewer lines to serve all of the lots.

Mr. Mark Hoppin
April 12, 1993
File #14579
Page 2

I have enclosed a copy of the subdivision for your use. I would appreciate City Council review and approval of our request. Our client stands ready to work closely with your staff and meet the requirements and specifications you have developed for sewer connections.

Thank you for your consideration.

Sincerely,

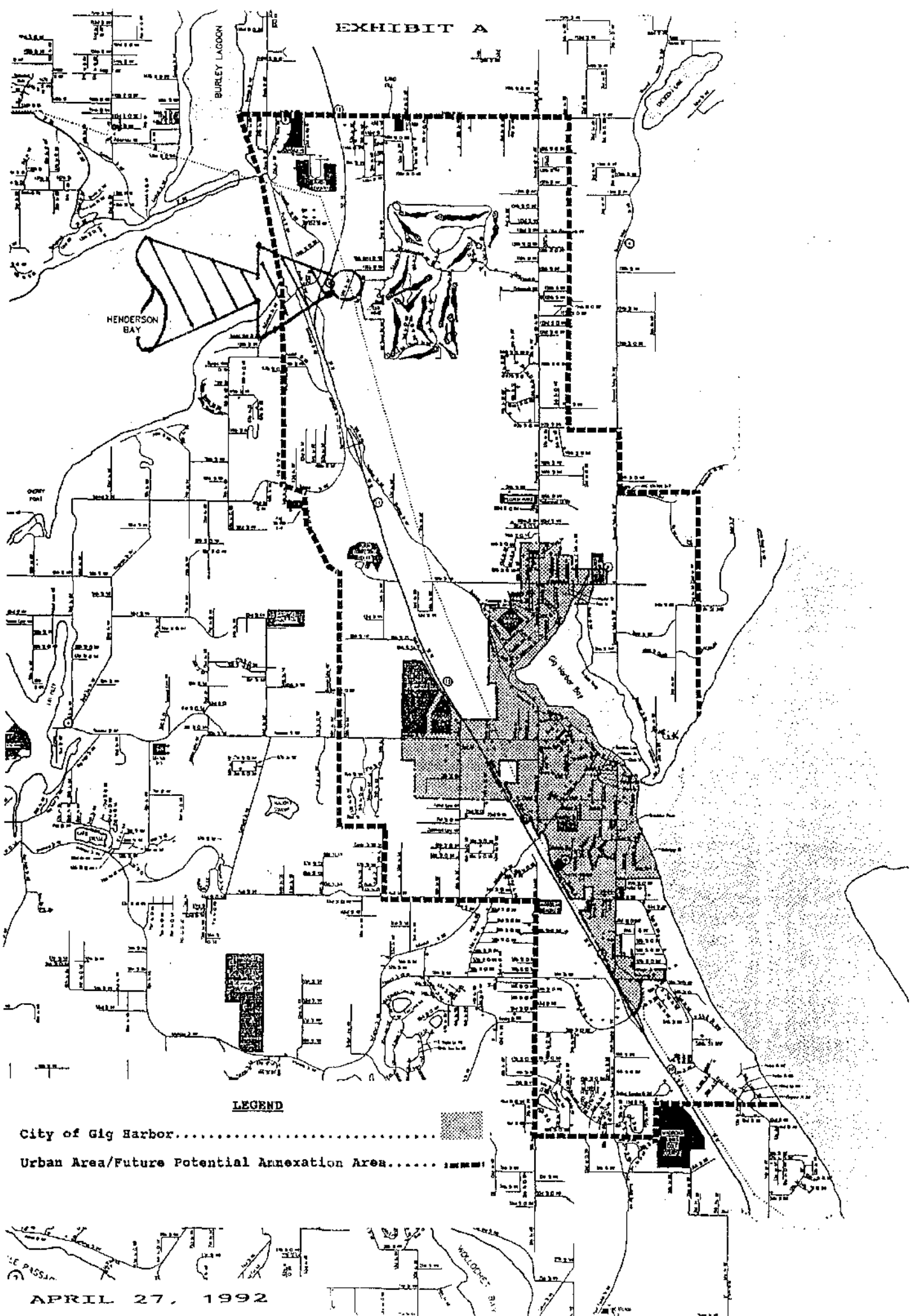
A handwritten signature in cursive script, appearing to read "Dennis E. Hanberg".

Dennis E. Hanberg
General Manager

DEH/sh

c: Mr. Ben Yazici, P.E.

EXHIBIT A



HENDERSON BAY

BURLEY LAGOON

LEGEND

City of Gig Harbor.....

Urban Area/Future Potential Annexation Area.....

APRIL 27, 1992

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

THIS AGREEMENT is entered into on this 5th day of May, 1993, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Tucci & Sons, Inc., hereinafter referred to as "the Owner".

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

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

WHEREAS, the Owner desires to connect to the City sewer 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 utility line on 57th Street NW (street or right-of-way) at the following location:

Spring Hill Estates Subdivision

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 4,851 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 36 months ending on May 4, 1996.

on May 4, 1996, 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 \$6,945.75 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%)
x 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 checked="" type="checkbox"/>	Single Family Residential	<input type="checkbox"/>	Multiple Family Residential
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Industrial
<input type="checkbox"/>	Multiple Family Residential		

- 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):

None specified.

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 5th day of May, 1993.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:
Title:

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 1993, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing and acknowledged that _____ signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

On this _____ day of _____, 1993, 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 _____.

C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 5/03/93

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 7/31/93

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 W.B. SCOTTS RESTAURANTS, INC.	W. B. SCOTT'S RESTAURANT 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	H



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1325 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075

664-0012

RECEIVED

APR 28 1993

DATE: 4/27/93

TO: MAYOR OF GIG HARBOR

CITY OF GIG HARBOR

RE: TRANSFER APPLICATION
 from PARK, KI BUM
 dba KINZA TERIYAKI

APPLICANTS:

JU, SUN WOO 08-18-57 259-29-0455
 JU, NAN YI 06-23-62 260-39-5792

License: 077031 - 2H County: 27

Tradenname: KINZA TERIYAKI
 Address: 6820 KIMBALL DR #A1
 GIG HARBOR WA 98335-5124

Phone No.: 206-858-8989 SUN WOO JU

Classes Applied For:
 C Wine on premises
 D Beer by open bottle only - on premises

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS(10 days notice given for Class I) from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

- | | | |
|---|--------------------------|--------------------------|
| | YES | NO |
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken ? | <input type="checkbox"/> | <input type="checkbox"/> |

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER		<input type="checkbox"/>	<input type="checkbox"/>

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



DENNIS RICHARDS
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

MONTHLY POLICE ACTIVITY REPORT

APRIL

DATE: 05-01-93

	<u>APR</u> <u>1993</u>	<u>YTD</u> <u>1993</u>	<u>YTD</u> <u>1992</u>	<u>%CHG TO</u> <u>1992</u>
CALLS FOR SERVICE	<u>233</u>	<u>941</u>	<u>914</u>	<u>+ 3</u>
CRIMINAL TRAFFIC	<u>36</u>	<u>123</u>	<u>88</u>	<u>+ 39</u>
TRAFFIC INERATIONS	<u>84</u>	<u>263</u>	<u>369</u>	<u>- 28</u>
DWI ARRESTS	<u>5</u>	<u>19</u>	<u>15</u>	<u>+ 26</u>
FELONY ARRESTS	<u>7</u>	<u>22</u>	<u>21</u>	<u>+ 4</u>
MISDEMEANOR ARRESTS	<u>11</u>	<u>43</u>	<u>53</u>	<u>- 18</u>
WARRANT ARRESTS	<u>10</u>	<u>40</u>	<u>28</u>	<u>+ 42</u>
INCIDENT REPORTS	<u>66</u>	<u>253</u>	<u>269</u>	<u>- 5</u>

MAYOR'S REPORT

Cable TV

The Cable TV issue carries with it a degree of complication and conflict. The information we share should begin to let you have a running start on the problem when Diane Loschele of Viacom explains the new rules in a meeting, Tuesday, May 11th, at 7 p.m. in the Council Chambers. We urge your attendance. This meeting is open to the public.

Emergency Preparedness

The two years of emergency preparedness by all the safety / educational and business communication folks on the peninsula are now culminating in a campaign to alert the general public. We urge you to put May 13th and May 20th on your calendars for two seminars explaining the why, where, and how of being prepared for an earthquake. Steve Benham, from the Earth Sciences Department at PLU will be the guest speaker on May 13th, along with Tom Sutton from Pierce County Emergency Management. The second seminar on May 20th will feature Shirley Rettig, Director and Nancy Waring, County Coordinator for the Emergency Preparedness Committee.

Historical Interest

Support for historical research and recognition was gained in a meeting on May 5th with the Board of the Peninsula Historical Society. A committee led by Linda Clifford for the City of Gig Harbor, and Barbara Pearson & Bonnie Anderson of the Historical Society, is meeting to formulate a plan with goals and objectives. I look forward to working with the well established P.H.S. in this project.

RECEIVED

APR 19 1993

CITY OF GIG HARBOR

1076 S. Franklin St.
Olympia, WA 98501
(206) 753-4137

AWC ASSOCIATION OF WASHINGTON CITIES

April 13, 1993

TO: Mayors, City Managers, City Clerks
FROM: Stan Finkelstein, Executive Director
RE: **New Cable Television Regulations**

The Federal Communications Commission (FCC) announced new regulations for the cable television industry earlier this month. The new rules implement the Cable Consumer Protection and Competition Act of 1992.

Cities and towns are affected in a number of ways by the regulations. Enclosed are two recent articles excerpted from the *Nation's Cities Weekly* that highlight the impact of the FCC's action on cities and towns. As additional information on this subject is made available, we will share it with you.

Also, a cable television workshop has been scheduled during the Association of Washington Cities 1993 Annual Convention in Yakima, June 22-25. Look for further details in the convention registration brochure, which should arrive at city hall shortly.

If you have any questions about either the enclosed articles or the convention workshop, please contact AWC Program Coordinator Curt Pavola at (206) 753-4137, SCAN 234-4137, or toll-free message line 1-800-562-8981.

SSF/CP

enclosures

(These articles were written by Renee M. Winsley for the National League of Cities, and they originally appeared in the April 5, 1993, edition of the Nation's Cities Weekly.)

FCC ADOPTS CABLE RATE RULES; TEXT NOT YET AVAILABLE

The Federal Communications Commission (FCC) adopted rules governing the regulation of cable television rates on April 1, 1993. In a 13-page press release and summary, the FCC highlighted what its final rules will say. The Report and Order, which contains the actual text of the final rules, will be published in the Federal Register within 30 days.

Once released, it will be possible to obtain a copy of the Report and Order by calling ITS, the FCC's printing contractor, at (202) 857-3822 or by ordering that issue of the Federal Register by calling (202) 783-3238.

According to the FCC press release and summary, it appears that the rate regulation rules most significant for local governments include the following:

- The FCC adopted a national per channel benchmark rate method of determining reasonable rates. Rate reductions will be based on rate levels as of September 30, 1992. Depending on the characteristics of the cable system, a table containing a series of benchmarks will determine the actual benchmark rate for your system. If the rates for a cable system on September 30, 1992 were above the benchmark rate, such rates may be reduced to the benchmark rate or by 1%, whichever rate reduction is less. The regulated rate is adjusted to take into account the rate of inflation since September 30, 1992.
- The rules will go into effect approximately 75 days after the adoption of the Report and Order.
- Local franchising authorities have the right to regulate the basic service tier if certified by the FCC; however, the FCC may regulate basic rates in a jurisdiction if a local government indicates that it does not have the legal authority (e.g. due to a state prohibition on rate regulation) or the resources to regulate.
- The commission ordered a rate freeze for 120 days for all cable rates in effect on April 5, 1993, other than rates for premium and pay-per-view program services and equipment.

He said, "We commend the Commission's decision establishing a mechanism to rollback rates nationwide in accordance with local government recommendations, and to provide the means (including interim rate freezes) for further reductions in monopoly cable rates toward levels that approximate a competitive marketplace. Moreover, we appreciate the Commission's recognition of the importance of both localism and ease of administration by establishing a per channel benchmark national system of rate regulation with a strong role for local franchising authorities."

"We will make every effort to carry out our end of this partnership with the FCC, and provide new protection to consumers in jurisdictions throughout the nation," Olson said.

NATOA Vice President William Squadron stated that "clearly, the new rules will provide interim relief until the real answer--competition--materializes. The Commission appears to be taking a balanced approach that we hope will soon begin to provide rate relief to beleaguered consumers. Upon issuance of the full text, NATOA members will work cooperatively with the Commission and its staff to see that the rules are fully implemented."

NATOA had filed comments in the FCC rate regulation docket jointly with the National League of Cities, the U.S. Conference of Mayors, and the National Association of Counties.

EARTHQUAKE

are you ready?

BE PREPARED

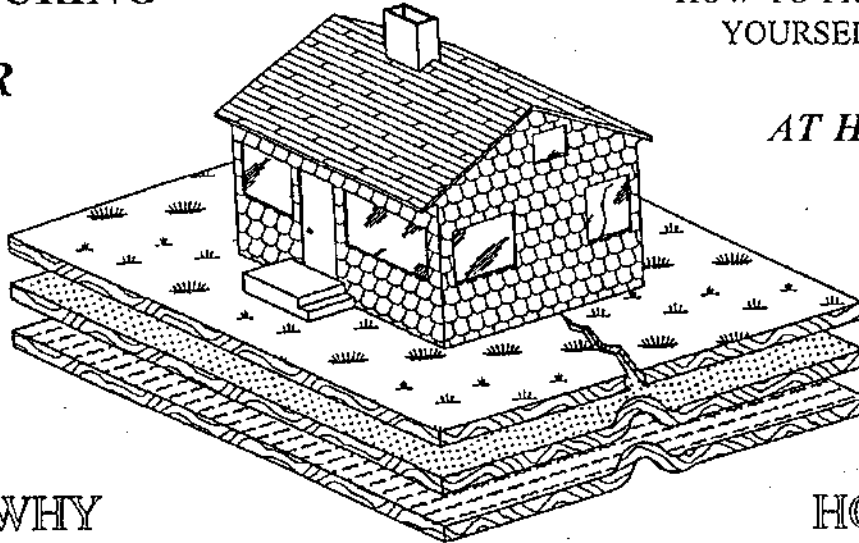
DURING
AFTER

HOW TO PROTECT
YOURSELF

AT HOME

IN A CAR

HAZARDS



**WHY
PREPARE**

**HOW
TO PREPARE**

SEMINAR ONE:

- GEOLOGIST: STEVE BENHAM
Earth Sciences Dept. - PLU
- EMERGENCY SVCS: TOM SUTTON
P. C. Emergency Mgmt.
- WHAT TO EXPECT
- PUGET SOUND SEISMICITY
- EMERGENCY RESPONSE SVCS

SEMINAR TWO:

- FAMILY & NEIGHBORHOOD
PREPAREDNESS
SHIRLEY RETTIG - Director
NANCY WARING - County Coord.
Emergency Preparedness Committee
- YOU CAN SURVIVE
- FAMILY SAFETY - SUPPLIES

THURS. MAY 13, 7-9 P.M.

THURS. MAY 20, 7-9 P.M.

SEMINAR LOCATION:

CITY OF GIG HARBOR - COUNCIL CHAMBERS
3105 JUDSON STREET



City of Gig Harbor. The "Maritime City."

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

May 4, 1993

Peninsula Historical Society
P.O. Box 744
Gig Harbor, WA 98335-0744

Dear Friends:

By way of this letter, I'm asking for your assistance to provide an historical education base for the residents of the City of Gig Harbor.

The city needs to meet the mandate of the Growth Management Act (GMA) by updating our Historical Element in our 1986 Comprehensive Plan.

This plan can include, but not be limited to, updating an inventory of historic buildings, establishing historic districts, recognition of historic places and creating a design element within the building code. In order to establish any of the above, it is essential that we provide some preliminary information for residents and for planners.

An April informational meeting was put together by resident Linda Clifford, who is serving as a commissioner on the Pierce County Landmarks Commission. We videotaped the two hour session with Pierce County Landmarks personnel Mike Cooley and Airyang Pak, plus two members of the Washington State Office of Archeology and Historic Preservation.

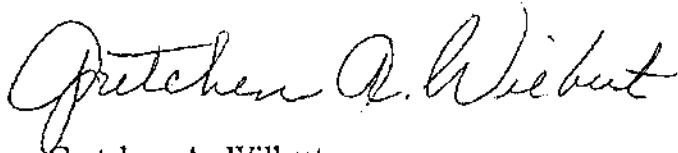
A group of 22 Gig Harbor residents, who appear dedicated to preserving our local history, attended the April meeting. The opportunity is at hand to begin the recognition process. I'm requesting a few members of the Peninsula Historical Society to assist this group in presenting a series of slide shows depicting our history, then plan a way to help preserve it. Linda Clifford has volunteered to chair the local group.

In February, Steve Osguthorpe, Associate Planner, presented to Council an excellent portrayal of architectural designs existing within the city, pre-circa 1941. His slide show is ready to present as part of the series.

Peninsula Historical Society
Page 2

Please let me know if you have any volunteers to assist us in the planning and implementation of our goals. The Peninsula Historical Society needs to be an integral part of our continuing effort. Thanks so much.

Sincerely,

A handwritten signature in cursive script that reads "Gretchen A. Wilbert". The signature is written in dark ink and is positioned above the printed name.

Gretchen A. Wilbert
Mayor, City of Gig Harbor

GAW/mmt