

**GIG HARBOR CITY COUNCIL MEETING**

**AUGUST 10, 1992**

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



AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
AUGUST 10, 1992

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS:

1. Shoreline Master Program amendments.

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS:

1. Ordinance authorizing ULID #3 Bond Anticipation Note - 2nd reading.

NEW BUSINESS:

1. Request for water service - Jeffrey Ball.
2. Hearing Examiner report and recommendation on SUB92-01: Westbrook Glen.
3. Hearing Examiner report and recommendation on PUD91-01: Rush Construction (Revision).
4. Kitsap County sanitary landfill contract.
5. Ordinance banning incoming truck traffic - 1st reading.
6. Liquor license renewals.

DEPARTMENT MANAGERS' REPORTS:

1. Administration - Mid-year achievements.
2. Public Works.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Growth management policies - update.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF PAYROLL:

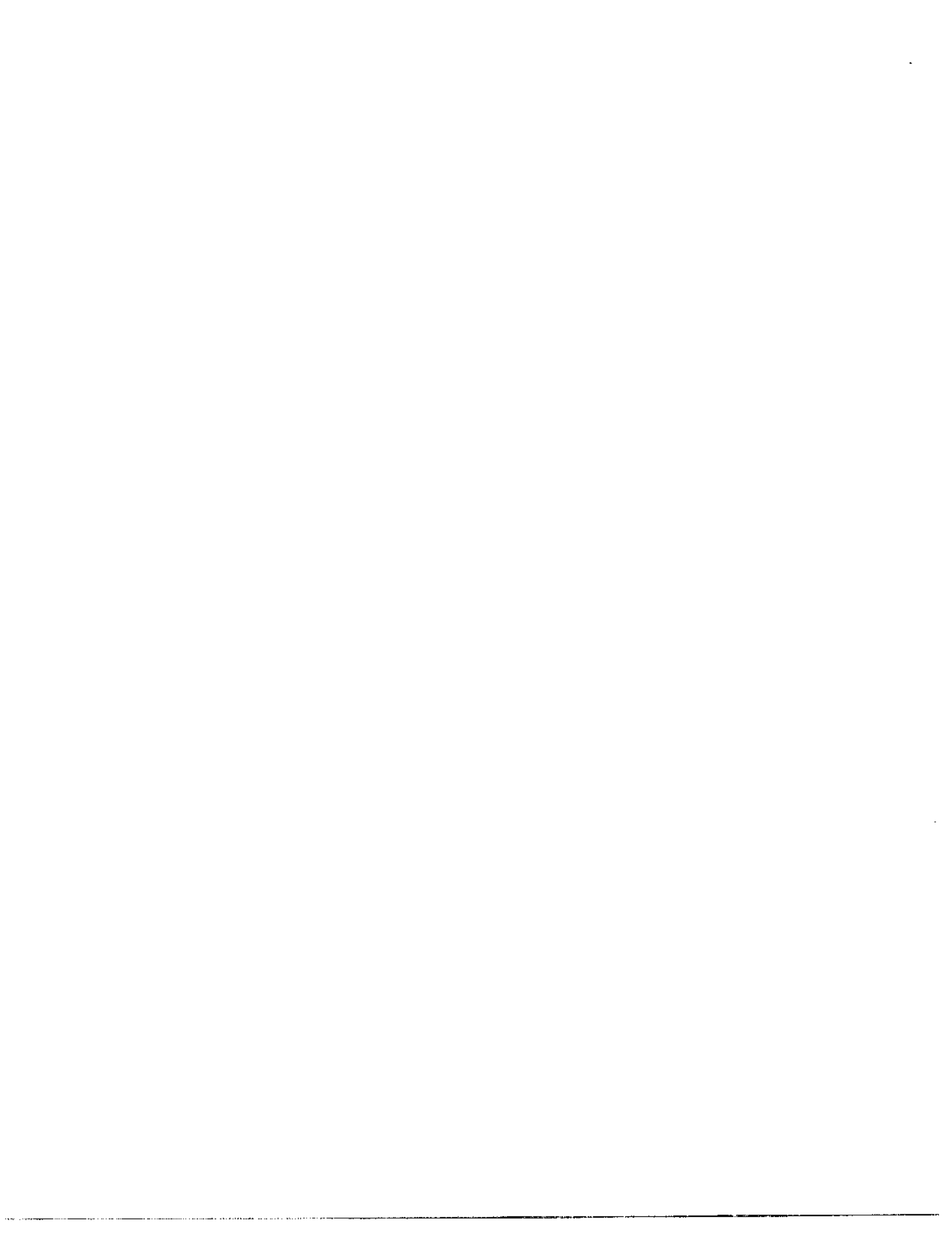
Warrants #7296 through #7414 in the amount of \$141,638.02.

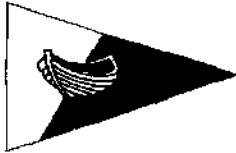
APPROVAL OF BILLS:

Warrants #9221 through #9289 in the amount of \$132,775.91.

EXECUTIVE SESSION: None scheduled.

ADJOURN: x





City of Gig Harbor. The "Maritime City."

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

TO: Mayor Wilbert and City Council

FROM: Ray Gilmore, Planning Director

DATE: August 6, 1992

SUBJ.: Public Hearing: Proposed Revisions to Shoreline  
Master Program (Planning Commission  
Recommendation).

I previously transmitted to the Council copies of the Planning Commission's recommended revised shoreline master program for the city. Also included was a summary of the more significant changes to the program. I have taken the opportunity to schedule the required public hearing on the revised master program prior to submitting an ordinance for adoption of the revised program, as this is the first time this Council has reviewed the master program in its entirety.

Attached is the summary of the SMP changes and the Planning Commission's resolution of findings, conclusions and recommendation for adoption.

**CITY OF GIG HARBOR  
PLANNING COMMISSION  
RESOLUTION FOR ADOPTION OF REVISED/UPDATED SHORELINE  
MASTER PROGRAM**

A RESOLUTION OF THE CITY OF GIG HARBOR PLANNING COMMISSION ESTABLISHING FINDINGS, CONCLUSIONS AND A RECOMMENDATION TO THE CITY OF GIG HARBOR CITY COUNCIL ON PROPOSED CHANGES TO THE CITY OF GIG HARBOR SHORELINE MASTER PROGRAM.

**WHEREAS**, the planning commission has conducted several worksessions and a public hearing on June 16, 1992, on proposed revisions to the City of Gig Harbor Shoreline Master Program; and,

**WHEREAS**, the proposed revisions reflect recommendations by the city of Gig Harbor planning staff and the Shoreline Master Program ad-hoc committee of 1984; and,

**WHEREAS**, the Shoreline Master Program, in its current form, has not been updated or subject to extensive revisions since its initial adoption in 1975; and,

**WHEREAS**, the Planning Commission has considered, where applicable, the State shoreline management act administrative guidelines (WAC 173-16) in the process of updating and revising the city shoreline master program; and,

**WHEREAS**, in consideration of the staff recommendations and the recommendations of the ad-hoc committee, the planning commission, in its independent review, has developed an updated shoreline master program which will further the public's interest and general welfare in implementing the goals and policies of the Shoreline Management Act (RCW 90.58).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GIG HARBOR PLANNING COMMISSION**, that the City Council consider the findings of the Planning Commission for the approval of the proposed revisions to the City of Gig Harbor Shoreline Master Program.

Submitted this day of July 7, 1992

---

Kae Paterson, Chair  
City of Gig Harbor Planning Commission

## SUMMARY

### PROPOSED AMENDMENTS TO CITY OF GIG HARBOR SHORELINE MASTER PROGRAM

#### Introduction

The City of Gig Harbor Planning Commission has prepared a revised shoreline master program which will be reviewed by the City Council at a public hearing on August 10, 1992. The revised Master Program is the first major revision of this document in its 17 year history. The planning commission used as a basis for the revisions the recommendations of an ad-hoc Shoreline Master Program Review Committee formed in 1984, which completed its work in 1985. Further review by planning staff and the planning commission in 1992 resulted in the document presented to the Council for consideration.

Many of the proposed changes are considered minor ("housekeeping changes") and are intended to clarify or reflect changes in the Shoreline Management Act Administrative Codes (updating). This summary highlights the more significant policy and regulatory changes and new sections that have been added.

#### Proposed Changes

##### Section 3.01, Overall Policies, pages 12 and 13

All shoreline developments are required to provide visual access to the water. Original document exempted single family and two-family dwellings.

Eliminate the "potential noise level" restriction for activities which could exceed 70 db.

Refine the jurisdictional limits of the shoreline management act and shoreline master program for the estuarine areas (Crescent Valley Creek), consistent with the shoreline managemnt act.

Section 3.02, Agriculture Activities

Section is proposed to be deleted. Agriculture activities do not exist along the City of Gig Harbor urban shoreline nor are any expected in the future.

Section 3.05, Commercial Development

Requires all regulated commercial developments within the shoreline area to provide public access, either physical access and/or visual access. (Current requirement is for provision of public access for non-water dependent commercial uses)

Requires sidewalks along city right-of-way. (Same as current zoning code)

Provides a setback of at least 20 feet between a non-water dependent commercial structure and the ordinary high water mark or existing bulkhead.

Limits outdoor lighting for commercial developments.

Section 3.08, Industrial Development

Revises definition of industrial development to be more consistent with State guidelines.

Discourages most industrial developments from the shoreline area. Where appropriate, provides for low-intensity types of industrial uses which are water dependent or water related.

Permits industrial uses which are specifically allowed within the zoning district.

Prohibits water-ward expansion of industrial uses.

Section 3.09, Landfill

Provides new standards for landfill respective to tidal elevation and standards for the slope of bulkheads.



Section 3.10, Marinas

Eliminates the " first priority" for moorage use by Gig Harbor residents.

New policy on designing marinas to avoid vessel interference with adjacent marinas.

Revised off-street parking standards for marinas which moor commercial seiners (2 spaces per boat) or gillnetters/trollers (1 space per boat). Limits parking to no further than 400 feet from the marina facility.

Section 3.15, Residential Development

Prohibits residential development floating on or constructed over the water, excepting watercraft.

New Section 4, Administration and Enforcement

New section which is an update of the current administrative procedures respective to permits, amendments and enforcement.

Updated requirements for shoreline conditional use permits (WAC 173-14-140) and shoreline variances (WAC 173-14-150).

Updates procedure for processing shoreline management permits by way of the city Hearing Examiner system, with recommendation to the City Council.

Updates enforcement provisions and procedures for non-compliance or shoreline management violations. Reflects the criteria in RCW 90.58.210 for enforcement of the shoreline management act and shoreline master programs.

Establishes a process for obtaining exemptions from the permit requirement of the shoreline management act, consistent with WAC 173-14-040.



REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 27, 1992

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

ABSENT: Councilmembers Frisbie and Platt.

PUBLIC COMMENT/DISCUSSION: None scheduled.

CALL TO ORDER: 7:03 p.m.

APPOINTMENT OF PLANNING COMMISSION MEMBER:

Mayor Wilbert introduced Debra Vosburgh as her nominee for the vacant position on the Planning Commission.

MOTION: To approve the mayor's appointment of Debra Vosburgh to the Planning Commission. Her term to end June, 1998.  
Stevens-Taylor/English -  
unanimously approved.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of July 13, 1992 as corrected.  
English/Markovich - unanimously approved.

OLD BUSINESS:

1. Ordinance revision to the zoning code regarding building height - 2nd reading.  
Associate Planner Steve Osguthorpe presented the ordinance for second reading.

Wade Perrow spoke in support of the building height adjustment to the ordinance, but was not in favor of limiting the buildable envelope of waterfront properties to the area above the mean high water mark.

Richard Bittman expressed concerns over the compatibility of the two parts of the ordinance.

Doug Sorensen was also concerned with density and asked council to postpone action on the ordinance until more public input could be obtained.

Glen Danielson echoed the concerns of the other speakers.

Al Bucholz expressed concerns over the restrictions to lot size.

John Morrison requested the council to return this ordinance to the Planning Commission for further study.

Beth Perrow had questions regarding the construction of fences on waterfront property and how they would fit into the definitions of the ordinance regarding views.

MOTION: To refer this ordinance back to the Planning Commission for review of the issues brought forth.  
English/Stevens-Taylor -  
unanimously approved.

2. Ordinance restricting hours of construction - 2nd reading.

City Administrator Mark Hoppen presented the modified ordinance.

MOTION: To adopt Ordinance #630.  
English/Markovich - unanimously  
approved.

3. Ordinance approving Hoover Road annexation - 2nd reading.

Mr. Osguthorpe presented the ordinance.

MOTION: To adopt Ordinance #631.  
Markovich/English - unanimously  
approved.

4. Ordinance requiring installation of fire sprinklers/ smoke alarms in certain existing buildings - 2nd reading.

Building Official/Fire Marshal Steve Bowman presented the ordinance.

Assistant Fire Chief Glen Stenbak was available to answer questions of council.

MOTION: To adopt Ordinance #632.  
Stevens-Taylor/English -  
unanimously approved.

5. Comprehensive Water Plan professional services contract award.

Public Works Director Ben Yazici recommended the contract with Gray & Osborne, Inc. to update the Comprehensive Water Plan.

MOTION: To approve the contract with Gray & Osborne at a cost not to exceed \$28,000.  
English/Stevens-Taylor -  
unanimously approved.

NEW BUSINESS:

1. Request to remove trees along Soundview frontage.  
Mr. Osguthorpe provided information on the request.

MOTION: To accept the recommendation of staff to remove only those trees which are adjacent to the subdivision entrance and within a view triangle measured twenty five feet from the apex of the triangle along Soundview Drive and Seaview Place, and also selective thinning of dead trees and branches as approved by the planning staff.  
English/Stevens-Taylor -  
unanimously approved.

2. Request for street name change - Snowrock subdivision.  
Mr. Bowman explained the request to change the name of a street in the Snowrock subdivision.

MOTION: To approve the street name change to Greyhawk Place.  
Markovich/English - unanimously approved.

3. Renewal of insurance coverage.  
Mr. Hoppen explained the insurance coverage premium as presented by Bratrud Middleton and recommended the additional purchase of earthquake coverage.

MOTION: To approve the renewal of insurance coverage and purchase of earthquake coverage at an annual premium of \$88,211.43.  
Markovich/Stevens-Taylor -  
unanimously approved.

4. Ordinance authorizing ULID #3 Bond Anticipation Note - 1st reading.

Finance Officer Tom Enlow presented the ordinance authorizing the issuance and sale of bond anticipation notes to finance the sewer system improvements in ULID #3.

DEPARTMENT MANAGERS' REPORTS:

1. Finance.

Mr. Enlow presented the city's quarterly report and budget update.

COUNCIL COMMITTEE REPORTS:

1. Public Safety Committee.

Mayor Wilbert presented the report of the safety committee and requested another councilmember join the committee.

MOTION: To receive the report of the safety committee.  
English/Stevens-Taylor -  
unanimously approved.

Councilmember Stevens-Taylor indicated she would join the committee.

MAYOR' REPORT:

1. Water Quality Survey.

Mayor Wilbert reported the results of the taste test conducted at City Hall during the Art Festival. She also indicated a desire to conduct a survey of residents for water problems. Mr. Yazici reported that the Public Works Department would like to implement some processes to improve the quality of water and requested that any surveying be done after the improvements have been attempted.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Explanation of County-wide planning policies - to be held August 5, 1992, City of Tacoma Council Chambers.

2. Public Safety Committee - held August 20, 1992 at 7:00 a.m., City Hall Conference Room.

APPROVAL OF BILLS:

MOTION: To approve payment of warrants #9187 through #9218 in the amount of \$23,667.83 and warrant #9220 in the amount of \$1,804.82. English/Stevens-Taylor - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session for the purpose of discussion property acquisition and personnel issues. Stevens-Taylor/English - unanimously approved.

MOTION: To return to regular session. Stevens-Taylor/English - unanimously approved.

ADJOURN:

MOTION: To adjourn at 8:40 p.m. Markovich/English - unanimously approved.

Cassette recorder utilized.  
Tape 284 Side B 220 - end  
Tape 285 Side A 000 - end  
Side B 000 - 207.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator







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

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

**TO: Mayor Wilbert and City Council**

**FROM: Tom Enlow**

**DATE: August 7, 1992**

**SUBJECT: Ordinance Authorizing ULID#3 Bond Anticipation Note**

This is the second reading of an ordinance authorizing the issuance and sale of bond anticipation notes in the amount of \$1,800,000. The proceeds will be used to finance the sewer system improvements within utility local improvement district number 3. When construction of the project is complete and property assessments are finalized, long term bonds will be issued to replace these notes. The bonds will be retired through collection of the assessments.

Construction is scheduled to be complete in the fall of 1993. These notes mature on August 1, 1994 but may be redeemed on August 1, 1993 or the first day of any month between these two dates.





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: Ball Water Extension  
Date: 8/7/92

Mr. Jeffrey Ball, who owns Lot #2 on Short Plat 87-10-08-0349 (see attached map), is requesting an extension of city water service outside of the city limits to his property from Jacobsen Lane. Our current Water Utility Extension Agreement is the form attached. Mr. Jacobson understands the terms and will be present at the Council meeting to answer any of your questions.

In short, Mr. Jacobson pays the costs, all charges at the current rate, agrees to annexation provisions, and restricts uses to single family residential.

## WATER UTILITY EXTENSION AGREEMENT

THIS AGREEMENT is entered into on this 11th day of August, 19 92, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Jeffrey J. Ball hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Jacobson Lane (street or right-of-way) at the following location:

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. 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.

5. 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.

6. 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.

7. 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 right to oppose 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 purchases of each subdivided lot shall be bound by the provisions of this paragraph.

8. 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):

<u>  X  </u>	Single Family Residential
<u>      </u>	Commercial
<u>      </u>	Industrial
<u>      </u>	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.

9. 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.

10. 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.

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

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

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

Page 5

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.

12. 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.

13. 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.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF GIG HARBOR

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

OWNER

Name: \_\_\_\_\_

Title: \_\_\_\_\_

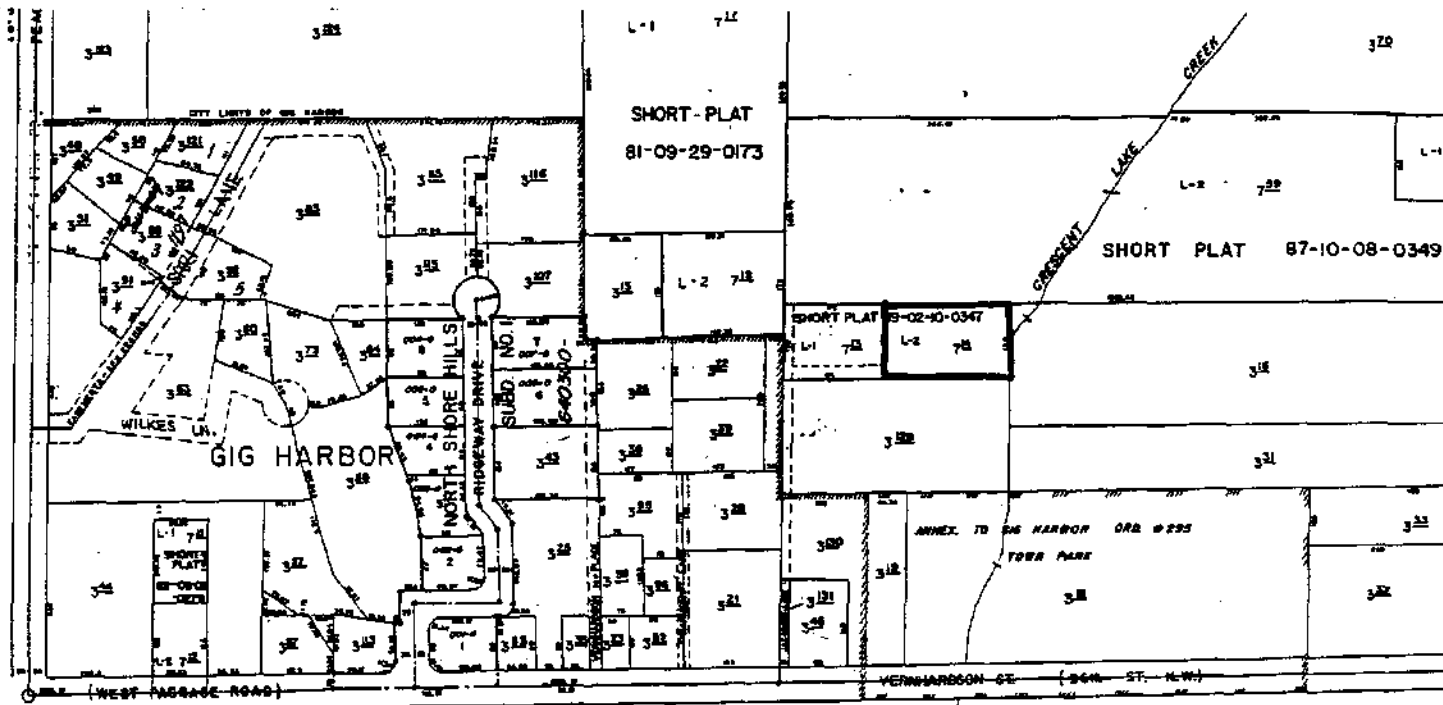
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk









THIS IS NOT A SURVEY  
 DO NOT USE DATA FURNISHED ON THIS MAP  
 WE ASSUME NO LIABILITY FOR VARIATIONS  
 ASCERTAINED BY ACTUAL SURVEY  
 FOR ADJOINER'S USE ONLY



SW 32 T 22 N R 2 E  
 ROAD 1 SCHOOL 400 P.P.S. 1 SCALE 1" = 40'

12





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: *RB* Ray Gilmore, Planning Director  
DATE: August 6, 1992  
SUBJ.: Hearing Examiner Recommendation -- SUB 92-01,  
Preliminary Plat, Westbrook Glen Subdivision

Attached for your consideration is the hearing examiner's report and recommendation for conditional approval of the above referenced preliminary plat. The project consists of a residential subdivision of 7 lots on approximately 2.0 acres, west of Sutherland Street. An annexation for the property was approved and completed earlier this year.

The hearing examiner has recommended approval, subject fourteen conditions. A resolution and documents pertinent

CITY OF GIG HARBOR  
RESOLUTION No.

WHEREAS, James Richardson has requested a preliminary plat approval for a 7-lot subdivision (SUB 92-01) on approximately 2.5 acres located west of Sutherland Street; and,

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

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated June 16, 1992; and,

HEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on June 24, 1992 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 July 9, 1992; 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 July 9, 1992 are hereby APPROVED, subject to the following conditions:

1. In accordance with the requirements of the City of Gig Harbor fire code, the following must be provided:
  - A. Fire equipment access must be provided by a twenty four foot wide paved road. The cul-de-sac serving lots 1 and 2 must have a minimum radius of 45 feet.
  - B. Fire hydrants and eight-inch water mains shall be provided to serve the subdivision.
  - C. 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.
  - D. The public road designation must conform to the City Street Name Ordinance.

2. A storm water management plan shall be submitted to the Department of Public Works for review. Any improvements required to mitigate storm water runoff shall be installed as per the requirements of the City of Gig Harbor prior to final plat approval.
3. Water and sewer lines must be separated by ten (10) feet of horizontal separation. Final detailed plans for stormwater retention, sewer and water, as prepared by a licensed engineer (Washington State) shall be required for review and approval prior to final plat approval. All required improvements shall be installed in accordance with the approved plans.
4. A clearing and grading plan shall be submitted to the city prior to any site clearing or construction. The plan shall include provisions for temporary erosion control and dust abatement and measures to avoid siltation impacts to the tributary to Donkey Creek on the west perimeter of the project site. Any trees which are required for mitigation per City ordinance or which are volunteered to be retained as vegetative buffers shall be identified on the plan and clearly marked on the site. No grading shall be allowed within ten feet of the designated buffer areas.
5. If common facilities are to be maintained by a home owners association, the association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:
  - A. The enforcement of covenants imposed by the landowner or developer.
  - B. The levying and collection of assessments against all lots to accomplish the association's responsibilities.
  - C. The collection of delinquent assessments through the courts.
  - D. The letting of contracts to build, maintain and manage common facilities.
6. The minimum yards required by the zoning code shall either be delineated on all lots or shall be clearly stated on the final plat.
7. All minimum improvements as required in accordance with the City of Gig Harbor

Subdivision Code (Title 16), excluding exceptions granted by the City Council, shall be installed prior to final plat approval.

8. The applicant shall provide a mitigation plan for any construction of utilities which may impact the 15 foot required buffer along the Type 5 streamway on the northwest corner of the plat. The development of the mitigation plan shall be consistent with Section 18.04.140/150 and shall be developed prior to final plat approval. Mitigation may include, but not be limited to, increased buffers along the west portion of the site to compensate for impacts to the streamway.
9. Consistent with the Critical Areas Ordinance, Section 18.12.050 for steep slopes, installation of utilities within the twenty foot easement will necessitate the preparation of an engineering report developed by a registered civil engineer prior to site clearing and development. A site analysis is not required for residential construction at this time. A note must be placed on the final plat stating that lots 1 and 2 are subject to the requirements of Section 18.12.050 and will require a geotechnical report and evaluation prior to development of the site for residential construction.
10. In lieu of construction of required improvements prior to final plat approval, a bond equal to an amount of 120% of a contractors bid for all improvements required under the preliminary plat approval shall be posted with the city. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of the filing of the plat. Failure to construct or install the required improvements within the time specified to City standards shall result in the city's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements. This condition does not absolve the applicant or developer of their responsibility to comply with the construction and maintenance bond requirements of the applicable city code.



11. Prior to final plat approval, the applicant shall provide documentation of legal access across the east portion of the neighboring property to the south.
12. In order to assure the availability of a full fifty feet of right-of-way in the future, the applicant shall submit a notarized agreement with the owner of the neighboring property to the south (Assessor's tax parcel number 02-21-06-1-088/089) assenting to the use of the north twenty feet of the property for future right-of-way purposes upon development of that parcel. This agreement shall be filed as a covenant with the land and recorded with the Pierce County Auditor's Office, with verification of filing provided to the City. These requirements shall be fulfilled prior to final plat approval.
13. Pursuant to R.C.W. 58.17.140, a final plat for the subdivision shall be filed within three (3) years of the preliminary approval date.
14. The applicant shall submit a concomitant agreement which provides for the retention of significant trees in the required yard areas abutting the north and west perimeter of the subdivision site. Said concomitant agreement must be approved by the Planning Director prior to any clearing on the site. The language of the concomitant agreement may be submitted by the applicant in Exhibit B.

PASSED this 8th day of June, 1992.

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

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

Filed with City Clerk: 8/6/92  
Passed by City Council: 8/10/92

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

---

**APPLICANT:** James Richardson

**CASE NO.:** SUB 92-01

**APPLICATION:** Request for preliminary plat approval for a 7-lot subdivision on 2.5 acres, for single family residences.

**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 Richardson application was opened at 5:43 p.m., June 24, 1992, in City Hall Gig Harbor, Washington, and closed at 6:29 p.m. Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. 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 through 6 of the Planning's Staff Advisory Report as corrected at the hearing (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 Planning Director reviewed the staff report at the beginning of the hearing.
- C. The applicant explained his proposal and said:
  1. The proposed preliminary plat has been surveyed and shows 2 foot contours.
  2. The average grade on the property is 7%.

3. He is only proposing 5 lots and would like the road to be private rather than public. He pointed out that a recently approved 40 unit PUD would be allowed on a 30 foot wide private right of way and saw no good reason why a 5 lot subdivisions would not be allowed on a 40 foot wide private right of way.
  4. He said he would make the same road improvements whether the road was private or public.
  5. The remainder of the 50 foot wide right of way can be achieved when the property to the south of the subject plat is developed.
  6. Sutherland Street cannot be extended further to the west due to the steep grade and the stream.
  7. He acquired an off-site gravity sewer line easement to alleviate the need for a lift station.
  8. He would widen the pavement on Johnson Lane to 24 feet.
  9. He submitted a voluntary tree retention covenant (Exhibit B). He said the intent of the covenant would be to protect all significant trees within required yard areas.
  10. He also submitted a proposed memorandum of agreement to provide future right of way access (Exhibit C).
- D. Steve Jones argued against a private road saying that snow removal would be taken care of by the City on a public road, but not on a private road. He also said he would like to see a dedicated 15 foot wide greenbelt easement along the north side of the subject property, except for lot #6 where no larger trees are located. He also expressed concern regarding storm water and about any grading which may occur in the stream corridor.
- E. Richard Warnick also said he would like to see a 15 foot wide buffer.
- F. Jim Davis was concerned about on-site burning of construction debris.
- G. Jim Richardson responded to the concerns raised by citizen and reiterated that he would prefer a private road and a 30 foot wide voluntary tree retention agreement rather than a 15 foot wide no cut greenbelt.

## II. CONCLUSIONS:

- A. The conclusions prepared by the Planning Staff and set forth on pages 6 and 7 of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference are adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.

- B. Section 16.20.110 of the Subdivision ordinance is very clear with respect to the issue of private lanes. That is: a private lane shall serve a maximum of three (3) building sites or less. No provision is made in the ordinance for exceptions to this requirement unless an application is submitted as a planned unit development. The subject proposal is a fairly typical subdivision and is not a planned unit development. Therefore, the proposed street which would serve five of the seven lots should be a public street.
- C. There is no city regulation which would require a 15 foot wide "no cut" greenbelt easement unless it is on a steep slope or is addressed in some other way by the City's Critical Area Ordinance. This property does not fall under that regulation except for the seasonal drainage way which was discussed in paragraph #5 on page 6 of the Exhibit A. It is acknowledged that the yard areas referred to in the voluntary tree retention covenant covers only the setback areas shown on the plat map. The City is not responsible for administering or enforcing covenants and can only require an applicant to abide by the City's adopted regulations. Therefore, the voluntary tree retention covenant is seen as a good faith attempt on the part of the applicant to voluntarily preserve as many significant trees on site as possible. Further, it is believed by the Examiner that the Voluntary Tree Retention Covenant language can be easily revised so it becomes a concomitant agreement. Then the City could administer and enforce it.

### III. RECOMMENDATION:

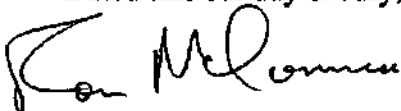
Based upon the foregoing findings of fact and conclusions, it is recommended that the proposed preliminary plat (SUB 92-1) be approved subject to the following conditions:

1. In accordance with the requirements of the City of Gig Harbor fire codes, the following must be provided:
  - a. Fire equipment access must be provided by a twenty four foot wide paved road. The cul-de-sac serving lots 1 and 2 must have a minimum radius of 45 feet.
  - b. Fire hydrants and eight-inch water mains shall be provided to serve the subdivision.
  - c. 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.
  - d. The public road designation must conform to the City Street Name ordinance.

2. A storm water management plan shall be submitted to the Department of Public Works for review. Any improvements required to mitigate storm water runoff shall be installed as per the requirements of the City of Gig Harbor prior to final plat approval.
3. Water and sewer lines must be separated by ten (10) feet of horizontal separation. Final detailed plans for stormwater retention, sewer and water, as prepared by a licensed engineer (Washington State) shall be required for review and approval prior to final plat approval. All required improvement shall be installed in accordance with the approved plans.
4. A clearing and grading plan shall be submitted to the City prior to any site clearing or construction. The plan shall include provision for temporary erosion control and dust abatement and measures to avoid siltation impacts to the tributary to Donkey Creek on the west perimeter of the project site. Any trees which are required for mitigation per City ordinance or which are volunteered to be retained as vegetative buffers shall be identified on the plan and clearly marked on the site. No grading shall be allowed within ten feet of the designated buffer areas.
5. If common facilities are to be maintained by a home owners association, the association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:
  - a. The enforcement of covenants imposed by the landowner or developer.
  - b. The levying and collection of assessments against all lots to accomplish the association's responsibilities.
  - c. The collection of delinquent assessments through the courts.
  - d. The letting of contracts to build, maintain and manage common facilities.
6. The minimum yards required by the zoning code shall either be delineated on all lots or shall be clearly stated on the final plat.
7. All minimum improvements as required in accordance with the City of Gig Harbor Subdivision Code (Title 16), excluding exceptions granted by the City Council, shall be installed prior to final plat approval.
8. The applicant shall provide a mitigation plan for any construction of utilities which may impact the 15 foot required buffer along the Type 5 streamway on the northwest corner of the plat. The development of the mitigation plan shall be consistent with Section 18.04.140/150 and shall be developed prior to final plat approval. Mitigation may include, but not be limited to, increased buffers along the west portion of the site to compensate for impacts to the streamway.

9. Consistent with the Critical Areas Ordinance, Section 18.12.050 for steep slopes, installation of utilities within the twenty foot easement will necessitate the preparation of an engineering report developed by a registered civil engineer prior to site clearing and development. A site analysis is not required for residential construction at this time. A note must be placed on the final plat stating that lots 1 and 2 are subject to the requirements of Section 18.12.050 and will require a geotechnical report and evaluation prior to development of the site for residential construction.
10. In lieu of construction of required improvements prior to final plat approval, a bond equal to the amount of 120% of a contractors bid for all improvements required under the preliminary plat approval shall be posted with the city. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of the filing of the plat. Failure to construct or install the required improvements within the time specified to City standards shall result in the City's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements. This condition does not absolve the applicant or developer of their responsibility to comply with the construction and maintenance bond requirements of the applicable City code.
11. Prior to final plat approval, the applicant shall provide documentation of legal access across the east portion of the neighboring property to the south.
12. In order to assure the availability of a full fifty feet of right of way in the future, the applicant shall submit a notarized agreement with the owner of the neighboring property to the south (Assessor's tax parcel number 02-21-06-1-088/889) assenting to the use of north twenty feet of the property for future right of way purposes upon development of that parcel. This agreement shall be filed as a covenant with the land and recorded with the Pierce County Auditor's Office, with verification of filing provided to the City. These requirements shall be fulfilled prior to final plat approval.
13. The applicant shall submit a concomitant agreement which provides for the retention of significant trees in the required yard areas abutting the North and West perimeter of the subdivision site. Said concomitant agreement must be approved by the Planning Director prior to any clearing on the site. The language of the concomitant agreement may be submitted by the applicant in Exhibit B.

Dated this 8th day of July, 1992.



Ron McConnell  
Hearing Examiner

#### **RECONSIDERATION:**

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

#### **COUNCIL ACTION:**

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

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

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

**MINUTES OF THE JUNE 24, 1992  
HEARING ON THE RICHARDSON  
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing was: Ray Gilmore, representing the City of Gig Harbor; James Richardson, the applicant; and neighboring property owners Steve Jones, Richard Warnick, and Jim Davis.

The following exhibits were offered and entered into the record:

- A. Planning Staff's Advisory Report.
- B. Voluntary Tree Retention Covenant
- C. Proposed Memorandum of Agreement to provide future right of way

**PARTIES OF RECORD:**

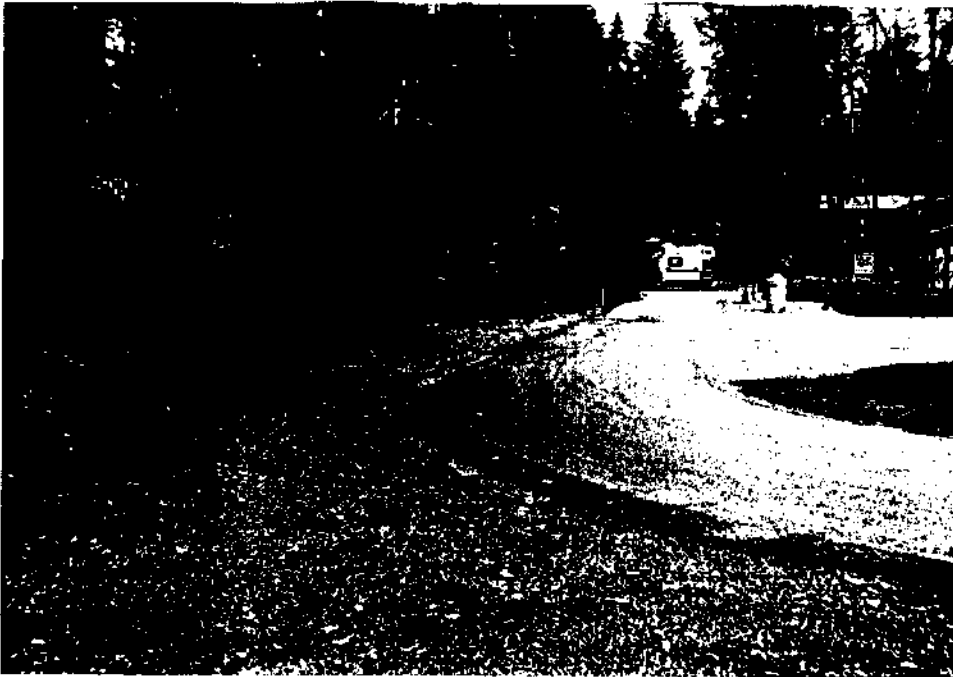
James Richardson  
8811 North Harborview Drive  
Gig Harbor, WA 98335

Steve Jones  
4020 96th St.  
Gig Harbor, WA 98335

Richard Warnick  
4106 96th St.  
Gig Harbor, WA 98335

Jim Davis  
4010 96th St.  
Gig Harbor, WA 98335





1



2



4



3

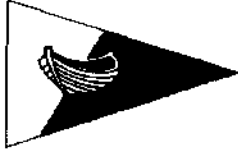


6




5





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

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

**TO:** Mayor Wilbert and City Council  
**FROM:**  Ray Gilmore, Planning Director  
**DATE:** August 6, 1992  
**SUBJ.:** Hearing Examiner Recommendation -- PUD 91-01,  
Revision to Planned Unit Development

Attached for your consideration is the hearing examiner's report and recommendation for the approval of revisions to the above referenced planned unit development. The revision consists of reconfiguring the structures within the development by reducing the number of single family detached and townhouse units and increasing the number of duplex and triplex units. The total number of residential units and parcels remains the same at 43.

The hearing examiner has recommended approval of the revision. A resolution and documents pertinent to your review are attached.

CITY OF GIG HARBOR  
RESOLUTION No.

WHEREAS, Gordon Rush (Rush Construction) was granted preliminary plat approval for a forty-three (43) lot single family residential subdivision as a planned unit development, per City of Gig Harbor City Council Resolution 346; and,

WHEREAS, following additional engineering studies by the applicant, a revision to the planned unit development consisting of revising the structure types to permit a design that more effectively mitigates noise impacts from SR-16 and improves the appearance of the development was submitted to the City for consideration; and,

WHEREAS, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of subdivisions and planned unit developments; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated June 16, 1992; and,

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on June 24, 1992 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 July 8, 1992; 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 July 8, 1992 and the revised building plans for the residential structures are hereby APPROVED.

PASSED this 10th day of August, 1992.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Mark Hoppen  
City Administrator

Filed with City Clerk:  
Passed by City Council:

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

---

JUL 0 9 92

**APPLICANT:** Gordon Rush (Rush Construction)  
**CASE NO.:** PUD 91-01 / SUB 91-03  
**APPLICATION:** Request for a revision of an approved Planned Unit Development to permit alteration of the types of residential structures. The total number of units would remain at 43.

**SUMMARY OF RECOMMENDATIONS:**

Planning Staff Recommendation: Approve  
Hearing Examiner Recommendation: Approve

**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 Rush application was opened at 5:02 p.m., June 24, 1992, in City Hall Gig Harbor, Washington, and closed at 5:42 pm. Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. 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 and 2 of the Planning's Staff Advisory Report as revised (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. Five people asked questions about the proposal regarding traffic, a fence, kids playing on the property, noise, and cost of the proposed units. the applicant answered specific questions. the Planning Director explained that the PUD has already been approved and that the subject application only modified the layout, but did not increase the density of the development.

**II. CONCLUSIONS:**

- A. The staff findings prepared by the Planning Staff and set forth on page 2 of the Planning Staff's Advisory Report accurately set forth a portion of the conclusions of the Hearing Examiner and by this reference are adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
- B. The proposed revision to the previously approved PUD appears as if it will provide a better sound barrier from traffic noise both within this development and for adjacent existing developments.

**III. RECOMMENDATION:**

Based upon the foregoing findings of fact and conclusions, it is recommended that the revised planned unit development and subdivision be approved as requested.

Dated this 8th day of July, 1992.



Ron McConnell  
Hearing Examiner



**RECONSIDERATION:**

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

**COUNCIL ACTION:**

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

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

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

**MINUTES OF THE JUNE 24, 1992  
HEARING ON THE RUSH  
APPLICATION**

Ronald L. McConnell was the Hearing Examiner for this matter. Participating in the hearing was: Ray Gilmore, representing the City of Gig Harbor; Jim Cooper, representing the applicant; and neighbors James Gee, Barbara Hupe, Bill Biederman, Bernie Stone and Rita Bugay.

The following exhibit was offered and entered into the record:

A. Planning Staff's Advisory Report.

**PARTIES OF RECORD:**

Gordon Rush  
5715 Wollochet Drive N.W.  
Gig Harbor, WA 98335

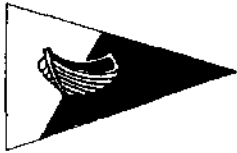
James Gee  
#4 Harbor Sunset Place  
Gig Harbor, WA 98335

Bernie Stone  
Harbor Village Apts. #E202  
6200 Soundview  
Gig Harbor, WA 98335

Jim Cooper  
4824 100th Ct. N.W.  
Gig Harbor, WA 98335

Barbara Hupe  
#3 Harbor Sunset Place  
Gig Harbor, WA 98335

Rita Bugay  
P.O. Box 1997  
Gig Harbor, WA 98335



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

To: Mayor Wilbert and Council members  
From: Mark Hoppen, City Administrator *MH*  
Subject: Contract for Biosolids Waste Disposal  
with the Kitsap County Sanitary Landfill  
Date: 8/7/92

Attached is a contract for your review which will provide us with service with the Kitsap County Sanitary Landfill for sludge disposal. Yearly we transport about 900 tons of sludge for disposal. This sludge is free of heavy metals, and resultantly free of environmental contaminants.

The disposal rate in this contract is \$155.50 per load, and we transport one load per week. This rate is a significant improvement over our previous contracts for this service. Currently, we contract per ton at the rate of \$25.00 per ton. The truck holds about 15-20 tons per load.

We have been negotiating for favorable terms, and while this contract does not reflect much negotiating success in areas other than cost, please be aware that our options are very, very scarce and no where near as inexpensive as KCSL.

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is entered into between the City of Gig Harbor, Washington, hereinafter referred to as "City" and County Sanitary Landfill, Inc., a Washington Corporation, hereinafter referred to as "Contractor," for the consideration and mutual benefits to be derived as set forth below; now, therefore, the parties agree as follows:

1. **Scope of Work.** Contractor shall provide sludge disposal services to the City consisting of receiving, transporting and disposing of up to 900 tons of sludge per year. City shall collect the sludge material and make it available to Contractor at one collection site.

Contractor shall receive one load of sludge material per week. The City shall notify Contractor at least twenty-four (24) hours in advance of the pickup day. Upon agreement of the parties, the Contractor may receive more than one load of sludge material per week.

2. **Duration of Contract.** This Contract shall terminate on September 1, 1993, unless terminated earlier by either party giving the other ninety (90) days advance written notice.
3. **Compensation and Payment.** Contractor shall be paid by the City for completed services rendered under this Contract. The City shall pay to Contractor \$155.50 per load. Such payment shall be full compensation for work performed or services rendered. All payments required to be made hereunder shall be made on the tenth (10th) day of each month following the receipt of a bill or an invoice for such payments.
4. **Default.** In the event that City shall at any time be in default of any payment herein required, and City shall fail to remedy such default within five (5) days following mailing of a written notice of default, the payments due and owing Contractor shall accrue interest at the rate of twelve percent (12%) per annum from the date of the notice of default until paid in full.
5. **Testing.** City represents and warrants that the sludge material will at all times meet all applicable county, state and federal laws and regulatory requirements for the disposal of sludge material at the Olympic View Sanitary Landfill which is owned and operated by Contractor.

Contractor shall have the right at any time to require that the City test the sludge material at the sole cost and expense of City in order to verify that said material meets the

aforementioned county, state and federal law and regulations. City shall provide Contractor with the results of said tests. It is expected and anticipated that the testing routinely done by City will be sufficient.

In the event that the sludge material is in violation of and/or does not meet any county, state or federal law or regulations and said sludge material is placed in the Olympic View Sanitary Landfill, City shall be solely liable and responsible for all damages and shall immediately take whatever remedial and/or corrective action is required or necessary.

6. **Responsibility.** When the sludge material is in the possession of Contractor, ownership of and responsibility for the material shall pass from the City to the Contractor, except as otherwise provided herein.
7. **Termination.** This Contract may be terminated by either party for any reason upon giving the other party ninety (90) days written notice of such termination in advance of the effective time of said termination.

This Contract shall be terminated immediately upon the occurrence of: 1) either party being in violation of any county, state and/or federal law or regulations regarding the disposal of sludge material; 2) the Bremerton Kitsap County Health District not approving or discontinuing approval of Out of County Mixed Municipal Solid Wastes being received at Olympic View Sanitary Landfill.

8. **Indemnification.** In performing the work under this Contract, Contractor agrees to indemnify, defend and hold the City and its elected or appointed officials and its employees harmless only to the extent of fault and/or negligence of the Contractor from any and all claims for injury or damage to persons or property, including City property, and also from and against all claims, demands and causes of action of every kind and character, including claims by Contractor's employees from which Contractor might otherwise have immunity under Title 51 RCW, the State Workman's Compensation Act, arising directly or indirectly or in any way incident to, in connection with our arising from any negligent and/or malicious act or error or omission and any willful, wanton and malicious or intentional tortious conduct on the part of the Contractor, its agents, employees, representatives or subcontractors in their performance of this Contract; Provided, however, that City shall remain solely liable and responsible for any above mentioned claims to the extent of fault and/or negligence of the City.

9. **Supplemental Agreements.** Supplemental agreements which would increase or decrease the scope of work and/or associated costs may be entered into upon mutual written agreement.
10. **Integrated Agreement.** This Contract, together with attachments, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements written or oral. This Contract may be amended by written instrument signed by both City and Contractor.
11. **Independent Contractor.** The parties intend that an independent Contractor/City relationship will be created by this Contract. No agent, employee, or representative of the Contractor shall be deemed to be an agent, employee or representative of the City of any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Contract. Contractor shall be solely responsible for payment of all employment fees and taxes, including federal self-employment tax.
12. **Notices.** Notices to the City shall be sent to the following address:
- City of Gig Harbor  
P.O. Box 145  
Gig Harbor, WA 98335
- Notices to the Contractor shall be sent to the following address:
- Kitsap County Sanitary Landfill, Inc.  
P.O. Box 438  
Bremerton, WA 98310
13. **Insurance.** At all times during the life of this Contract, Contractor shall obtain and keep in force, auto and public liability and property damage insurance of not less than One Million Dollars (\$1,000,000.00) combined single limits for bodily injury including death and property damage. The policy of insurance shall also provide coverage for the indemnification provisions contained in this Contract. The insurance policy must include the City as an additional assured and must provide that its terms will not be materially altered or reduced without thirty (30) days advance written notice to the City. A certificate of insurance showing all of the required coverages and endorsements shall be provided to the City prior to Contractor commencing operations under this Contract.

14. **Nonassignment.** This agreement shall not be assignable without the prior written consent of the nonassigning party hereto.
15. **Attorney Fees and Costs.** In the event that a lawsuit or action of any type whatsoever is instituted to enforce compliance with any of the terms, covenants or conditions of this agreement, there shall be paid to the prevailing party in such suit or action by the other party, the prevailing party's costs and such further sum as the Court may adjudge and determine as a reasonable attorney's fee.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF GIG HARBOR:

\_\_\_\_\_  
Mayor

KITSAP COUNTY SANITARY  
LANDFILL, INC.:

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

OFFICE OF CITY ATTORNEY:

\_\_\_\_\_







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

To: Mayor Wilbert and Council members  
From: Mark Hoppen, City Administrator *MH*  
Subject: Truck Ban Ordinance, First Reading  
Date: 8/6/92

The Public Safety Committee has voted to bring before the Council an ordinance which restricts traffic on various city streets.

The ordinance bans all downhill truck traffic, except utility and delivery trucks, on the following streets: Pioneer Way between Grandview and Harborview Drive, Stinson Avenue between Grandview and Harborview Drive, Soundview Drive between Olympic Shopping Center and Judson Street, Rosedale Street between Stinson Avenue and Harborview Drive, and Burnham Drive between Franklin Avenue and Harborview Drive.

Truck traffic may exit the city at its convenience.

City Attorney Wayne Tanaka will be available to discuss the legal ramifications of this ordinance.

0008.190.007  
WDT/klt  
August 6, 1992  
26415.1

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADDING A NEW SECTION 10.14.030 TO THE GIG HARBOR CITY CODE ESTABLISHING A BAN ON TRUCK TRAFFIC PROCEEDING DOWNHILL ON SPECIFIED CITY STREETS WITH CERTAIN EXCEPTIONS AND FIXING A DATE FOR THE SAME TO BECOME EFFECTIVE.

---

WHEREAS, pursuant to the authority granted by RCW 46.44.080, the Gig Harbor City Council finds that it is necessary to prohibit truck traffic on certain streets in the city limits of Gig Harbor, and

WHEREAS, this ordinance is in the interest of the public health, safety and welfare, NOW, THEREFORE,

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

Section 1. The Gig Harbor City Code is hereby amended to add a new section 10.14.030 to read as follows:

10.14.030 REGULATED TRUCK BAN

- A. A regulated truck is any vehicle over 10,000 gross vehicle weight the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire excluding municipally owned vehicles, school buses, emergency vehicles, duly franchised solid waste disposal and recycling vehicles and public transit vehicles.
- B. All regulated trucks are prohibited from proceeding downhill on those certain city streets and alleys set forth below;

provided that such vehicles may be operated on such streets and alleys only for the purpose of directly exiting the city and for pick up and delivery of materials to customers located in the city.

C. The following streets or routes are hereby prohibited from downhill truck traffic in the City of Gig Harbor:

1. Burnham Drive from Franklin to N. Harborview Drive
2. Pioneer Way between Grandview and Harborview Drive
3. Stinson Ave between Grandview and Harborview Drive
4. Soundview between the Olympic Shopping Center and Judson
5. Rosedale Street between Stinson and Harborview Drive
6. Peacock Hill Avenue from the city limits to N. Harborview Drive

Section 2. The Public Works Director or his designee shall erect signs designating the provisions of this ordinance at appropriate places to notify drivers of the restrictions imposed by this ordinance.

Section 3. Any person violating the provisions of this ordinance shall be guilty of an infraction and shall be subject to the penalties set forth in Section 10.14.020 of the Gig Harbor City Code.

Section 4. This ordinance shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title.

APPROVED:

---

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MARK HOPPEN

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 10/31/92

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	THE BARTELL DRUG COMPANY	BARTELL DRUG COMPANY #39 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	077055	E F
2	KRAY, WILLIAM CHRISTIAN KRAY, NAOMI C.	OLYMPIC VILLAGE EXXON & GROCERY 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 0000	071544	E F
3	THE GIG HARBOR YACHT CLUB	THE GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	H



## MAYOR'S REPORT

### Growth Policy - Update

At the August 5th meeting of the steering committee, we learned of the referendum filed by a single individual requesting to put the policies as ratified by the Pierce County Council and fifteen of the seventeen cities and towns on a ballot to give the electorate an opportunity to vote on the policies.

Points made in the discussion that followed the announcement were:

1. This action would delay our state-mandated timetable.
2. Too much time, effort, and money have been invested to stop now.
3. 2929 mandates us to follow the timetable and does not provide for a referendum opportunity.
4. Legal opinion by consultant/attorney Freilich who has won in like cases before encouraged the county and cities to process a court opinion on the referendum request as soon as possible.

The steering committee (Councilmember Cyr with all the mayors in attendance) shared the same concerns and moved, and the motion was unanimously approved, to bring our individual councils this latest information and pursue the legal summary from the courts. We are aware we will all need to share in the funding of this legal challenge. How much that will be and where the monies will come from have not been determined at this time. I have confidence it can be worked out with little difficulty using funds available.

At 7:00 p.m., Mr. Freilich gave a two hour summary presentation of the policies for the Planning Commission members from all jurisdictions. Carl Halsan represented the Gig Harbor Planning Commission. That presentation was video-taped and will be shown at 6:30 p.m. on Monday August 10th on Channel 29. A tape is also available for our use. Channel 12 will be showing it several times during the week.

I URGE you to take the time to view these understandings. He paints a very clear picture on several rather fuzzy subjects; i.e., how to deal with the "takings" issue and how not to handle agriculture lands.

Mr. Freilich is the most experienced man in the country on growth management. Thirty years of experience. He knows what works. He's very good. We paid a lot of money to get him. If we use his knowledge now we won't make mistakes as we proceed.

We are well on our way in the process and will now depend upon our own collective wisdom to carry on.

