

GIG HARBOR CITY COUNCIL MEETING

MARCH 22, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
MARCH 22, 1993**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Mayor Norm Rice - "Opportunities for Change" Noel House.
2. Peninsula Light Co. - Temporary FCC Licensing.
3. PAA - Annual Fund Drive.
4. Senator Bob Oke - Senate Bill 5230 Extending Growth Management Deadlines.
5. WSDOT - Narrows Bridge Environmental Impact Statement.
6. County Executive Doug Sutherland - Human Services Roundtable.

OLD BUSINESS:

1. Utility Extension Capacity Agreement - Talmo, Inc.
2. Approval of Employee Job Descriptions.

NEW BUSINESS:

1. Presentation by Gig Harbor Fisherman's Civic Club Women's Auxiliary - Bleacher Donation.
2. Request for Time Extension - SPR 92-02 - Rose Sehmel.
3. Resolution for Increase in Dog License Fees.

DEPARTMENT MANAGERS' REPORTS: None scheduled.

MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

Warrants # through # in the amount of \$

EXECUTIVE SESSION: Discussion of two claims.

ADJOURN:

WORKSESSION:

Review of Ordinance governing fences and shrubs. Immediately following council meeting.

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 8, 1993

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

PUBLIC COMMENT:

1. Jim Boge - 6606 Soundview Drive. Mr. Boge shared his concerns regarding fences that have been built on Soundview Drive that block the view for pedestrians and vehicles driving through town. He asked that something be done to regulate fences on city right of way. He added later that people are driving up over the curbs to park on city right of way also.
2. John Miller - 6556 Snug Harbor. Mr. Miller gave examples of fences that are currently blocking the view, some of them in city right of way. He asked that council take this into consideration if any changes are made involving view corridors.

Mayor Wilbert announced that later in the meeting she was going to request a workshop to review these issues.

CALL TO ORDER: 7:17 p.m.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of February 22, 1993.
English/Frisbie - unanimously approved, with Stevens-Taylor abstaining.

CORRESPONDENCE:

1. Viacom Channel. Mayor Wilbert briefly introduced this letter regarding notice of channel realignment.
2. DOE Public Notice. Mayor Wilbert voiced her approval of the tentative decision by DOE to exclude creosote logs as hazardous waste.
3. 1994-1995 Highway Safety Plan. Mayor Wilbert gave an overview of the Washington Traffic Safety Commission's letter regarding the Safety Plan. Informational workshops will begin in early March.
4. American Legion Flag Project. Mayor Wilbert presented the letter from Sam Marshall, Adjutant from the Gig Harbor American Legion, explaining the Legion's project to place 35 American Flags in Gig Harbor before Memorial Day.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Utility Extension Capacity Agreement - Talmo, Inc.

It should be noted, that at this point, Councilmember Stevens-Taylor left council chambers.

Mark Hoppen presented the requested extension for 4 lots located outside city limits, but in the ULID #2 district. He recommended approval of extension to lots 1, 3, and 4, but suggested lot 2 not be served until a definite use for the property is determined. Discussion regarding contract language led to the item being tabled until the next meeting.

MOTION: To table the contract until next council meeting.
Frisbie/English - unanimously approved.

2. Request for Time Extension - SDP 87-04 (Hauge).

Planning Director Ray Gilmore presented this request for a one year extension for his shoreline development permit. Councilman Frisbie questioned the time for completion of work. Legal counsel, John Wallace, reviewed the RCW's for the provisions for time extensions, and Mr. Hauge explained the reasons for applying for the extension.

MOTION: To approve the request for a time extension for SDP 87-04.
English/Stevens-Taylor - no action taken.

Councilmember Stevens-Taylor asked if action was required to be taken at this meeting, and it was determined it would. She asked if Mr. Gilmore could compile the information to do a comparison of the standards applying to the previously approved site plan as opposed to today's standards before the end of the council meeting.

MOTION: To table this to the last item tonight.
Frisbie/Stevens-Taylor - unanimously approved.

3. Approval of Employee Job Descriptions.

Mark Hoppen presented the revised employee job descriptions. Councilmembers expressed a desire to have more time to review and comment.

MOTION: To table this item until the next council meeting.
Frisbie/Stevens-Taylor - unanimously approved.

4. Senior Center Concept.

Mark Hoppen described the intent of the local chapter of AARP to develop a senior center, possibly on a portion of Gig Harbor Green Park. Mayor Wilbert added that she knew of the organization and its efforts and there was grant money already awarded for a project of this kind. Councilmember Frisbie suggested an effort to be made to make

the surrounding neighbors aware of the project.

No action required.

5. Liquor License - Marco's Restaurant. No action taken.

DEPARTMENT MANAGERS' REPORTS:

1. Chief Richards. No report was given, as Chief Richards was absent due to illness.
2. Ben Yazici, Director of Public Works.

Mr. Yazici gave a report on the status of the disposal of Biosolids. He gave a brief history of the City's contract with Kitsap Landfill, and explained that due to the Health Department, another method of disposal would be necessary in the near future. He and Councilmember John English talked about the Composting Seminar they attended, and Ben asked Council to appoint an Ad Hoc committee to study the situation and make recommendations for a solution to the disposal problem. Mayor Wilbert asked if Councilmembers English and Frisbie would join this Ad Hoc committee.

Ben also reported that the Facilities Report from the upgrade to the Wastewater Treatment Plant had been approved by DOE after eight months. ULID #3 is moving along, and to date there has been no change orders. He added that the Soundview Project would close this month.

Councilmember Stevens-Taylor questioned whether the city had any liability in fixing the cut bank left after construction on Hunt Street. Mr. Yazici explained that he was planning to repair the bank this spring.

Mr. Yazici ended his report by describing the current grant applications; three applications to the Centennial Clean Water Funds for \$100,000, for the Wastewater Treatment Plant, two applications to the Transportation Enhancement Funds for North Harborview and Rosedale, and three more to the Transportation Improvement Board for improvements on North Harborview, Rosedale, and Burnham Drive. He added he would closely follow any other available funds.

Councilmember Stevens-Taylor mentioned the growing problem with sandwich board signs, especially along Kimball Drive. Ray Gilmore will follow up on this.

CONTINUATION OF NEW BUSINESS:

2. Request for Time Extension - SDP 87-04 (Hauge).

MOTION: To bring back the extension for Dag Hauge back to the table.
Frisbie/English - unanimously approved.

Mr. Gilmore presented further information comparing the site plan with current WM

zoning regulations. The issues in question, parking, landscaping and land use are within current regulations, with the exception of one parking space.

The Mayor called for the question on the motion previously stated to approve the time extension as stated. It was unanimously approved.

MAYOR'S REPORT:

1. Ordinance Review for Fences and Shrubs. Mayor Wilbert requested a workshop to study the current ordinance regarding fences. It was decided to hold this workshop after the next council meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Workshop - Ordinance Review for Fences and Shrubs. - March 22nd, following the council meeting.

APPROVAL OF BILLS:

MOTION: To approve warrants #10164 through #10270, less #10169 and #10170, in the amount of \$101,927.03
Platt/Frisbie - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To approve warrants # 8125 through #8235, less #8124 and 8156, in the amount of \$153,755.72.
Platt/Stevens-Taylor - unanimously approved.

EXECUTIVE SESSION:

In Chief Richards' absence, executive session was postponed until next council meeting.

ADJOURN:

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

Cassette recorder utilized.
Tape 303 Side A 278 - end.
Tape 303 Side B 000 - end.
Tape 304 Side A 000 - 403

Mayor

City Administrator

Office of the Mayor
City of Seattle

Norman B. Rice, Mayor



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MAR - 9 1993

CITY OF GIG HARBOR

March 1, 1993

The Honorable Gretchen Swayze Wilbert
City of Gig Harbor
Post Office Box 145
Gig Harbor, Washington 98335

Dear Mayor Wilbert:

It is my pleasure to invite you to attend a celebration of successful Community Development Block Grant (CDBG) programs throughout the region. The event will be held on Thursday, April 8, 1993, at 10:00 a.m. at Noel House, 2301 Second Avenue, Seattle, Washington. The theme of this regional event is "Opportunities for Change."

Noel House is a facility which includes an emergency shelter for single women, transitional housing for women, and a gallery at street level which displays art created by people who are homeless. Noel House is unique because it accepts women who have mental illnesses -- a growing segment of the homeless population. Noel House received CDBG funds for building rehabilitation.

This event is hosted by The City of Seattle, along with the cities of Tacoma, Everett, and Bremerton; State of Washington; King, Pierce, and Snohomish counties; and a coalition of human service providers. We are also inviting Senator Patty Murray, Senator Slade Gorton, Governor Mike Lowry, HUD Secretary Henry Cisneros, and other members of the local Washington State Congressional delegation.

I hope that you will be able to personally participate with me in our efforts to highlight the effectiveness of federal and local partnerships. Please call Sylvia Watson at 684-0253 to confirm your attendance at this event.

Sincerely,


Norman B. Rice



Peninsula Light Company

A Mutual Corporation
P.O. BOX 78, GIG HARBOR, WA 98335-0078
13315 GOODNOUGH DR, NW, PURDY
PHONE (206) 857-5950

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MAR 12 1993

CITY OF GIG HARBOR

March 9, 1993

Mayor Gretchen Wilbert
3105 Judson St
Gig Harbor WA 98335

Dear Mayor Wilbert,

On behalf of Peninsula Light Company, I would like to thank the City of Gig Harbor for their willingness in supporting our efforts earlier this past summer with the necessary temporary FCC licensing requirements, which enabled us to conduct the test of a 530 FM emergency radio broadcast system.

While the test was positive, it did not fulfill all the expectations we had envisioned for such a system. Subsequent to the radio test, the Peninsula School District volunteered their existing FM radio station, KGHP, via a mutually beneficial financial agreement *to W.L.H.* Peninsula Light to broaden the radio station to accommodate various desired emergency broadcasting capabilities.

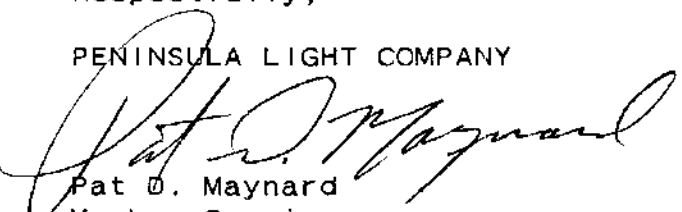
The district radio system will reach more people in our area and when the modifications are completed later this summer, will allow Peninsula Light access and transmission of emergency information even when the power and telephone lines are rendered incapacitated. This will largely be accomplished with the addition of a microwave linkup and an electrical generator which will be capable of powering the station around the clock.

We are looking forward to providing this informational enhancement to our community emergency preparedness network.

Thanks again for your continued cooperation and support in this area.

Respectfully,

PENINSULA LIGHT COMPANY


Pat D. Maynard
Member Services

cc: Rob Orton



PENINSULA ATHLETIC ASSOCIATION/YOUTH

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FEB 18 1993

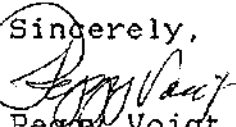
CITY OF GIG HARBOR

January 25, 1993

Dear Gig Harbor Business People:

The Youth Peninsula Athletic Association is beginning its annual fund drive. It is our goal to provide quality soccer, basketball and baseball programs for the youth of our community. With over 2,000 children participating, our costs are substantial. We are seeking your help by providing a donation to our organization. In recognition of your generosity you will receive a plaque for display in your business and our compliments in the Gateway.

We appreciate your assistance and thank you for helping us provide the best possible program for the youth of our community.

Sincerely,

Peggy Voigt, Secretary

Name of Business: _____

Contribution: _____ \$50 _____ \$75 _____ \$100

Please send to P.O. Box 932 Gig Harbor, Wash. 98335



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MAR - 9 1993

CITY OF GIG HARBOR

Olympia Office:
110 Institutions Building
P.O. Box 40426
Olympia, Washington 98504-0426
(206) 786-7650
Toll Free Hotline 1-800-562-6000

Washington State Senate

Senator Bob Oke
26th Legislative District
Republican Whip

District Office:
3123 56th Street NW, Suite 16
Gig Harbor, Washington 98335
(206) 851-3441
Toll Free: 1-800-782-2955

Mailing Address:
P.O. Box 323
Port Orchard, Washington 98366

March 8, 1993

Mayor Gretchen Wilbur
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

RE: Senate Bill 5230 - Extending Growth Management Deadlines

Dear Gretchen:

Please accept my apology for the typographical error in my letter of March 3, 1993. The letter should have read:

I am happy to report that Senate Bill 5230 was voted out of the Senate Government Operations Committee this morning. The bill as passed by the committee extended the deadline until July 1, 1994.

The bill will now go to the Senate Rules Committee for their consideration.

I am sorry for any confusion my prior letter created.

Sincerely,

BOB OKE
State Senator

REO:sj



**Washington State
Department of Transportation**

Duane Berentson
Secretary of Transportation

District 3
Office of District Administrator
5720 Capitol Boulevard
P.O. Box 47440
Olympia, WA 98504-7440

March 8, 1993

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MAR 10 1993

CITY OF GIG HARBOR

The Honorable Gretchen Wilbert
Mayor, City of Gig Harbor
3105 Judson Street
P.O. Box 145
Gig Harbor, WA 98335

State Route 16 - Narrows Bridge
Environmental Impact Statement

Dear Mayor Wilbert:

The Washington State Department of Transportation (WSDOT) is beginning to work on an Environmental Impact Statement (EIS) addressing additional capacity at the location of the Tacoma Narrows Bridge on State Route (SR) 16. The EIS will also address the need to provide a High Occupancy Vehicle lane in each direction on SR 16 from Interstate 5 to the Gig Harbor Interchange. We have selected TAMS Consultants, Inc. to perform this work.

The purpose of this letter is to invite you to participate in the EIS by being a member of the Executive Committee. We would also appreciate your designating a staff member to participate on the Steering Committee. The roles and time commitments of the two groups are:

Executive Committee: A decision making committee of elected officials from agencies affected by the project.

Estimated frequency: one half day meeting per quarter.

Steering Committee: Representatives from agencies affected by the project that will provide guidance and direction at the technical level.

Estimated frequency: one half to one day meeting per month.

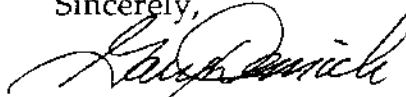
We are currently identifying the Scope of Work to be performed by the consultant. We expect that process to be essentially complete and to proceed to a kick off meeting that includes both Executive and Steering Committee members in late April 1993.

The Honorable Gretchen Wilbert
March 8, 1993
Page Two

I hope you are as enthusiastic as I am about seeing that good decisions get made during this EIS process, and that you will agree to help by providing direction. If you share my enthusiasm and you will help, please provide the committee members names by March 31, 1993.

I look forward to your participation in this very important project. If you would like to call in the committee members names or need additional information, I can be contacted at (206) 357-2605.

Sincerely,



GARY F. DEMICH
District Administrator

GFD:jaa

cc: R. Wade
D. Hilderbrant



Pierce County

Office of the County Executive

930 Tacoma Avenue South, Room 737
Tacoma, Washington 98402-2100
(206) 591-7477 • FAX (206) 596-6628

DOUG SUTHERLAND
Executive

FRANCEA L. McNAIR
Deputy Executive

March 4, 1993

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CITY OF GIG HARBOR

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

Dear Mayor Wilbert

This letter is intended to introduce the concept *Human Services Roundtable*. A Roundtable would function as a forum that addresses the range of human service issues which the residents of cities and towns in Pierce County, as well as the unincorporated areas, are facing. Early in 1992, several major funders of human services in Pierce County including United Way, City of Tacoma, Pierce County Human Services, Pierce County Community and Economic Development, Department of Social and Health Services and the Division of Children and Family Services began meeting at a staff level to coordinate issues and concerns around human services needs in Pierce County. Through this staff level coordination, it has become evident that there are a number of policy issues and concerns which might be more effectively addressed through an organization of elected officials addressing human services issues and concerns. We would like to explore your interest in establishing a Human Services Roundtable in Pierce County.

The Human Services Roundtable would be a coalition of the elected officials from Pierce County and the cities and towns from our Pierce County region. It will also include representatives from the major funders of human services programs. The purpose would be to study, develop and initiate cost effective regional human service systems.

We are facing common problems in our communities. Examples include housing, child care, employment, health care, and family violence. Most jurisdictions do not have the staff and resources to identify needs and develop strategies to respond to this broad array of needs. Some countywide planning and coordination in human services does take place, for example, in Mental Health, Developmental Disabilities, Aging, and Chemical Dependency. A number of these efforts are state mandated and only address certain segments of the population, e.g., have federally or state defined eligibility criteria or targeted services. We often hear about needs that do not fit these mandates.

A Human Services Roundtable could be a forum for information sharing about existing efforts and would help officials cooperate to

- identify the most pressing needs throughout our region
- identify what resources are available

PATRICK KENNEY
Executive Office
of Administration

FREDERICK ANDERSON
Executive Office
of Operations

ANDREW NEIDITZ
Executive Office
of Public Safety

TOM HILYARD
Executive Office
of Human Services

BIL MOSS
Special Assistant
to the Executive

BARBARA GELMAN
Assessor-Treasurer



Printed on recycled paper

CATHY PEARSALL-STIPEK
Auditor

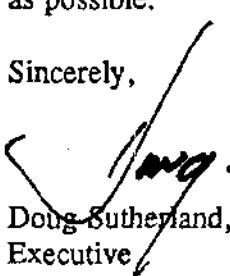
- identify where resources are located
- ensure we are responsive to the residents of our region
- set regional priorities
- identify gaps
- identify what we would like to see in place
- identify potential regional actions
- develop a region wide action plan to develop a coordinated human services infrastructure throughout the region
- provide needed information and education
- address collectively the issues in our community
- organize to advocate to the Legislature.

Joining together to address our common issues and problems collectively through a coordinated approach can improve life for the residents of the Pierce County region.

This model has been developed and implemented in King County. It was established there in 1988. Enclosed is a summary of the King County Human Services Roundtable's accomplishments during its first four years.

I have asked Tom Hilyard, Human Services Division Executive Director, to assist me in exploring the possibilities for a Roundtable in Pierce County. If this concept interests you let us know as soon as possible.

Sincerely,



Doug Sutherland,
Executive

DS:EM/cj
Enclosure

Human Services Roundtable
Highlights of Accomplishments: 1988 - 1991

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CITY OF GIG HARBOR

In four years the Human Services Roundtable has come far in seeking creative, cooperative means to address human service problems. Low on bureaucracy and high on accomplishments, the Roundtable is an effective model of regional cooperation.

1988: Getting Started and Assessing Needs

- A community-based planning process identifies the most pressing human service needs of residents and sets priorities among them. Findings are published as the widely-used *Interim Report*.
 - A Regional Work Group examines the *Interim Report* and identifies potential regional actions to address problems.
 - The Roundtable launches a public education campaign, including a speaker's bureau to let the community know about the Roundtable and its intended work.
-

1989: An Action Agenda is Adopted
Major Improvements Seen in Child Care Services

- The Roundtable adopts the *Regional Action Agenda*, which identifies five areas on which to focus attention: child care, housing, employability, health care, and family violence. While not meant to address all human service problems, the agenda identifies appropriate, priority areas in which to work at regional level.
 - Child care becomes the primary area of action this year. After extensive research and negotiations, a broadly-representative committee recommends creation a comprehensive, regional child care resource and referral service. A variety of agencies currently providing referral services agree to transfer services to the new agency.
 - By November of 1989, *Child and Family Resource and Referral* (later re-named Child Care Resources) is an official non-profit corporation in the State of Washington.
-

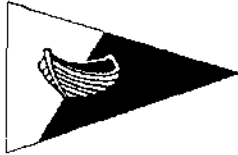
1990: The Region Shapes a Plan to Address Domestic Violence

- The Roundtable brings together representatives of the many disciplines that provide services to victims of domestic violence services and charges them with creating a more coordinated, effective system. The Roundtable adopts their vision and their plan of action.

- The Legislative Committee is established to coordinate Roundtable efforts in Olympia. Members testify on such issues as continued funding for the Family Independence Program and the Community Violence Protection Act.
- In April, *Child and Family Resource and Referral* opens its doors, offering information for parents, employers, and child care providers from three sites, one each in Seattle, Bellevue, and Kent.

1991: Focus on Domestic Violence: From Planning to Action

- The Roundtable writes and sponsors its first legislation in the Washington State Legislature. ESHB 1884, which passes without opposition in both houses, makes many important changes in domestic violence laws.
- Over 200 emergency room nurses throughout King County are trained to identify victims of domestic violence and refer them to other services in the community. A grant from SAFECO Insurance Company funds the Roundtable-sponsored effort, and the Seattle-King County Department of Public Health coordinates the training sessions.
- The Roundtable succeeds in its effort to make it legal for King County cities to earmark a portion of their Proposition 2 revenues to fund community advocates for domestic violence. Advocates help victims coordinate the many services they need in order to make what may be difficult, long-term changes in their lives.



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 COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *M.H.*
DATE: MARCH 16, 1993
SUBJ: SEWER EXTENSION REQUEST - TALMO INC.

Talmo, Inc. has requested sewer extension outside of the Gig Harbor city limits, but within the boundaries of ULID #2. Four lots were requested to be served, including Lot 1, occupied by the Cimmaron Restaurant, (23 ERU's), Lot 4, occupied by Excel Automotive, (2.67 ERUs), Lot 3, sited for a mini-storage and body shop, (5.8 ERUs), and Lot 2, a lot yet to be developed. Staff recommends that Lot 2 not be served at this time until a definite use is determined.

The ERUs requested total 31.47 for sanitary sewer service of 7269.57 gallons per day at a cost of \$47,520. Based on a fair share ERU, Lot 1 would pay \$34,730, Lot 4 \$4,032, and Lot 3 \$8,758. The cost per ERU in this location is currently \$1,510. A three year capacity commitment period is requested at a 15% commitment payment, \$7,128, due not later than 30 days from council action.

The property is located within the city's proposed urban growth area and is currently within the existing Comprehensive Plan urban area.

As per ordinance, the City Engineer has estimated projected flows for Lot 3 and Lot 4. After one year, actual water flow usage will be ascertained to adjust for ERUs utilized. Should actual ERUs be less than estimated, no downward adjustments will be made.

Recommendation:

The staff recommendation is that Talmo, Inc. be approved for outside sewer extension to lots 1, 3, and 4, as indicated on Exhibit 'A' for 31.47 ERUs in the amount of \$47,520.

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

THIS AGREEMENT is entered into on this ____ day of March, 1993, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Talmo, 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 existing utility line on 56th St. NW (street or right-of-way) at the following location:

Three lots located off 56th Street N.W., Lots 1,3, and 4

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 7269.57 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 March 22, 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 \$7,128.00 (of the \$47,520.00 total connection fees) 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 operating cost 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 purchases of each subdivided lot shall be bound by the provisions of this paragraph.

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

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment. (Check One):

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

the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

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

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

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

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

Owner.

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

DATED this _____ day of _____, 1993.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER


Name:

Title: *Pres.*

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)

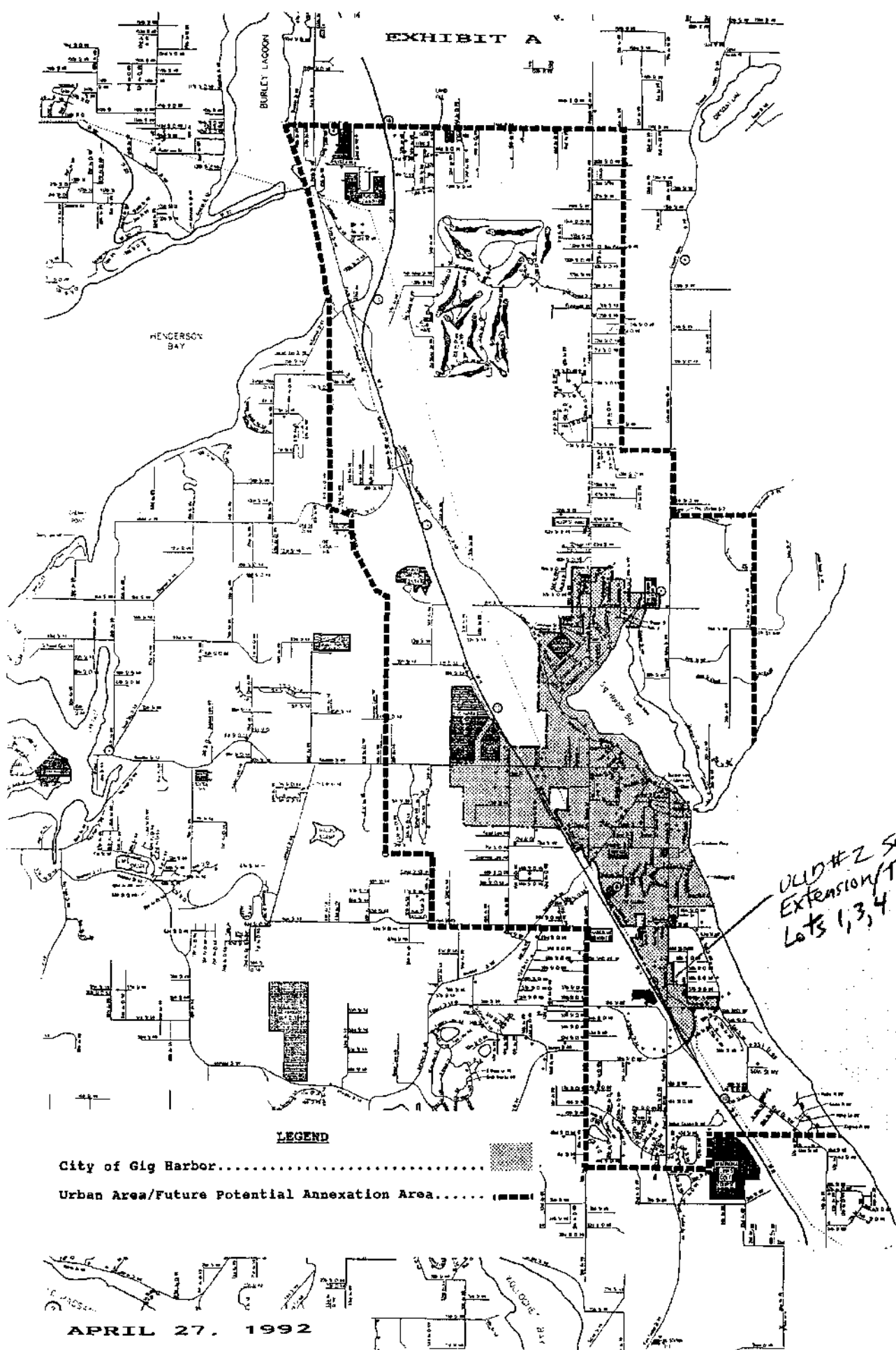
On this _____ day of _____, 1993, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses 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 _____.

EXHIBIT A



OLD #2 Sewer
Extension/Talmo
Lots 1, 3, 4

LEGEND

- City of Gig Harbor.....
- Urban Area/Future Potential Annexation Area.....

APRIL 27, 1992



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

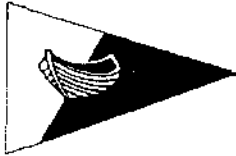
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: APPROVAL OF EMPLOYEE JOB DESCRIPTIONS
DATE: MARCH 18, 1993

The complete collection of current employee job descriptions are bound, and will be available for review on Monday night. The changes suggested by Councilman Frisbie have been included.

The focus of these job descriptions is to create job definitions that serve as a baseline for employee performance and for future hiring needs. As a result, these descriptions are intended to provide reasonable limits to responsibilities, duties, knowledge, abilities, skills, physical and environmental demands, and qualifications, without describing every nuance of each employee's entire contribution to the organization.

These job descriptions should be adjusted annually subsequent to the adoption of the budget. It is sufficient to adopt these job descriptions through resolution, indicating that these job descriptions replace all previously adopted job descriptions. From time to time, as has been the case in the past, individual description alterations or reclassifications will be made throughout the year. The intent, however, is to provide a comprehensive yearly review of these descriptions.



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 COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
DATE: March 17, 1993
SUBJ: DONATION TO CITY

The Women's Auxiliary of the Gig Harbor Fisherman's Civic Club and the Fortnightly Federated Women's Club have graciously donated \$1,112 and \$170 toward the placement of bleachers for the baseball diamond at City Park.

The bleachers will be constructed by FUNCO, a custom parks equipment manufacturer in Federal Way. The bleachers consist of galvanized steel frames, three rows, fifteen foot long aluminum planks for seats and foot rests.

The bleachers are heavily constructed, should last a long time, and will be titled with a small acknowledgement of the donation, which will say, "Donated by the Gig Harbor Fisherman's Civic Club Women's Auxiliary and the Fortnightly Federated Women's Club".

FUNCO

FAX TRANSMITTAL

FAX 206-922-3904

DATE: March 16, 1993

TO: CITY OF GIG HARBOR

ATTN: MARK HOPPEN

FROM: REG SAUCEDA

ONE

NO. OF PAGES (INCLUDING COVER SHEET) -----
CALL IF YOU DO NOT RECEIVE ALL THE PAGES.
SEATTLE 206 839-5009 / TACOMA 206 922-2284

COMMENTS:

QUOTATION OF 3-ROW, 15' BLEACHERS.

QTY	DESCRIPTION	PRICE	TOTAL
2	GALVANIZED STEEL FRAMES, THREE ROWS, FIFTEEN FEET LONG ALUMINUM PLANKS FOR SEATS AND FOOT RESTS. PRICE INCLUDES DELIVERY, NO SET-UP.	\$ 595.00	\$ 1190.00

TAX 7.8%

\$ 92.82

TOTAL

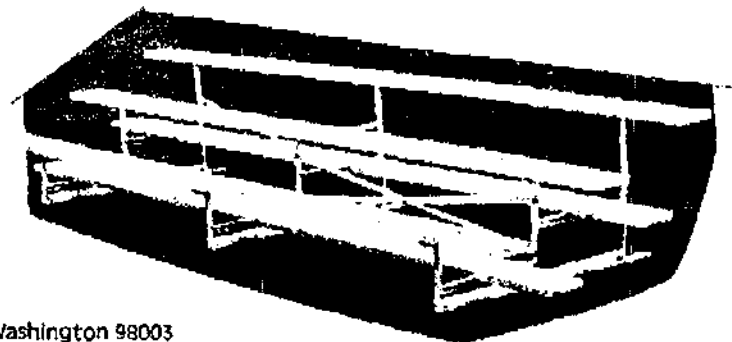
\$ 1282.82

QUOTED BY:

Reg Saucedo
REG SAUCEDA

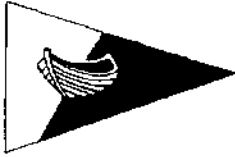
MARCH 16, 1993

111202
170



P.O. Box 3199, Federal Way, Washington 98003
(206) 922-2284

8411 PACIFIC HIGHWAY EAST • TACOMA (RFE), WASHINGTON 98422
TOLL-FREE: 800-426-1511 FAX: 206-922-3904




City of Gig Harbor. The "Maritime City."

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

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM:  Planning Department

DATE: March 18, 1993

SUBJ.: Request for Time Extension on Site Plan Approval - SPR 90-02,
Rose Schmel

Rose Schmel has requested a time extension for a site plan which was approved in 1991. The project approved for the site consists of a professional office complex to be located at the southwest corner of Rosedale and Skansi Street.

When the proposal was reviewed by the Council in 1991, the request consisted of a rezone for a portion of the site from R-1 to GS and a site plan for office/commercial complex. At that same meeting, the Council was also considering the City wide rezone recommendations from the planning commission. The Council approved the applicant's site plan request but did not approve the rezone request, anticipating a new designation of RB-2 for the site. As council may recall, the area wide rezone (along with some amendments to the zoning code) was vetoed by the mayor. The RB-2 designation eventually became effective in April of 1991.

Because this site plan is linked to the new RB-2 designation, the standards of the current zoning code apply. The site plan approved contains yards (setbacks) that differ from the RB-2 designation. The most obvious is the west setback which varies from 16 feet to 24 feet. The RB-2 designation requires a minimum yard of 40 feet (dense vegetated screen) where it abuts a residential use or zone. It appears that the rest of the project would be consistent with, and in some cases exceeds, the RB-2 standards, but only for RB-2 (and not general commercial) uses.

3/3/93

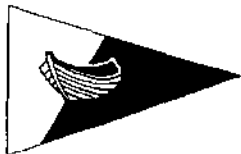
Mayor Stephen Albert
Big Harbor City Council
P.O. Box 145
Big Harbor, WA 98335

Greeting!

I would like to request a 1 year extension on my permit for ~~development~~ at the Office Park (SPK 90-02/RET 89-01) at the corner of Steiner + Roadale.

Commercial money has not be available for the past 2 years and therefore commercial development has been slow.

Thank you for your consideration. I am enclosing a \$100.00 fee. ~~There is no fee.~~
Sincerely,
Rose Johnson



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 *MHS*
DATE: March 17, 1993
SUBJ: PET LICENSE FEES

Last year, Tacoma Pierce County Humane Society charged the City a total of \$369.00 for administration of various animal control services. This is an increase over 1991 fees, and it is anticipated that again, in 1993, the fees will rise.

Our current license fee of \$5 has not been sufficient to cover the cost of animal control and the cost of actual license tags. Therefore, I recommend Council to review and approve the attached resolution, amending the current ordinance in effect to reflect an increase in fees.

A two dollar increase for altered dogs would bring the fees in line with surrounding areas, and would cover the cost of administration. In addition, to encourage citizens to have their animals altered, an additional ten dollar fee could be charged for unaltered animals. It's a fact that most of the pets killed on our roads today are unaltered males.

Please review the attached Resolution for increasing pet licensing fees. Citizens who have already paid for their 1993 license will not be assessed the additional fees until 1994. Anyone who has not yet licensed their pets will pay the increased fees.

CITY OF GIG HARBOR
RESOLUTION _____

A RESOLUTION INCREASING THE CITY OF GIG HARBOR LICENSING FEES FOR ALTERED AND UNALTERED DOGS.

WHEREAS, the current City of Gig Harbor license fee of \$5.00 for all dogs does not cover the cost of animal control and the cost of actual license tags; and

WHEREAS, a two dollar increase for altered dogs would be equivalent to similar license fees in Pierce County; and

WHEREAS, a \$17.00 license fee for unaltered dogs would serve as an incentive to encourage dog owners in the City of Gig Harbor to both reduce the population of unwanted pets and discourage harm to wandering dogs; and

WHEREAS, Ordinance 290, Section 6.04.030 states that all dogs which are kept, harbored, or maintained within Town limits shall be licensed in accordance with such licensing procedures as are established by the Town; NOW THEREFORE,

BE IT RESOLVED by the City Council, as follows:

Section 1. The fee for the licensing of dogs within the City of Gig Harbor is hereby established at \$7.00 each year for altered dogs and at \$17.00 each year for unaltered dogs.

Section 2. Dog owners who have already paid the 1993 licensing fee will not be assessed the additional fee until 1994.

PASSED this ___ day of _____, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Clerk

Filed with City Clerk:
Passed by City Council: