

GIG HARBOR CITY COUNCIL MEETING

JULY 26, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
JULY 26, 1993**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARING:

Revised Shoreline Master Program - Final Reading.

APPROVAL OF MINUTES:

CORRESPONDENCE:

OLD BUSINESS:

NEW BUSINESS:

1. Second Reading - SEPA Ordinance Amendments
2. Second Reading - Short Plat Ordinance Amendments
3. Utility Extension Capacity Agreement - G.H. Christian Church.
4. Renewal of Insurance Coverage - Bratrud Middleton Insurance.

DEPARTMENT DIRECTORS' REPORTS:

MAYOR'S REPORT:

Association of Washington Cities Annual Convention.

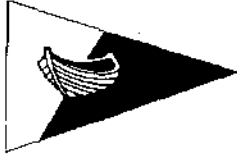
ANNOUNCEMENT OF OTHER MEETINGS:

Open discussion with Pierce County Executive, Doug Sutherland, September 13th City Council Meeting.

APPROVAL OF BILLS:

EXECUTIVE SESSION: None scheduled.

ADJOURN:



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

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM: Ray Gilmore

DATE: July 22, 1993

SUBJ.: Revised and Updated Shoreline Master Program Draft; Final Reading of Ordinance

Staff has incorporated all of the revisions which Council approved at the last meeting on this document, with the exception of the inclusion of "grasscrete", Section 3.13, regulation #6, pg 42. Staff will present its recommendation on this item at the Council meeting. Staff has also included several revisions as suggested by legal counsel. One particular revision relates to Council consideration of the Hearing Examiner's recommendation (pg 66, C1 through C4). Please note that options for the Council in reviewing a permit are increased. One departure from what is currently practiced is a remand to the Examiner. Under the proposed language, a remand to the Examiner warrants no further review by the Council. An appeal of the Examiner's decision in this case would be to the Shoreline Hearing Board.

With these changes, staff recommends adoption of the revised shoreline master program. Transmittal of the revised SMP to the Department of Ecology will take place, hopefully, within the week. Final review and adoption by WDOE will most likely take place within three to four months. Council will be advised of any maneuvers in this arena as they occur.

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 12, 1993

PRESENT: Councilmembers Frisbie, Stevens Taylor, English, and Mayor Wilbert.
Councilmembers Markovich and Platt were not present.

PUBLIC COMMENT:

Wade Perrow - 4012 Benson Road - Mr. Perrow spoke to Council regarding the East/West Road. He urged Councilmembers and Administrative Staff to contact County Council members in writing to remind them of their promise to have the first phase of the project completed by June. He voiced his concern about current traffic load on the new Peacock Hill Avenue project.

Mark Hoppen said he was meeting on Wednesday with the Pierce County Public Works Staff, County Councilmember Paul Cyr, and surrounding property owners to discuss the project.

Jack Bujacich - 3607 Ross Avenue - Mr. Bujacich asked for clarification of the sign code ordinance and enforcement. He was concerned that some business owners were being penalized while others were not. He added he would like to see the law enforced equally.

Ray Gilmore explained that the sandwich board sign code was the most widely violated code, and said he currently had five illegal sandwich signs in the back of his truck that he had picked up. He explained the process of notifying the business owner of an illegal sign and described the steps that were then taken. He added that if a sign was creating a danger by blocking sight distance, that the Gig Harbor Police Officers would pick up the illegal sign. He clarified that Mr. Steve Osguthorpe actively pursued sign violations.

CALL TO ORDER: 7:23 p.m.

PUBLIC HEARING:

1. Third Reading of Ordinance - Shoreline Management Program Revisions. (Continued from last council meeting).

Mr. Gilmore spoke briefly on the changes he had incorporated in the document that had been discussed at the last council meeting. Additional modifications in language were suggested by Council, Legal Counsel and Staff, and discussed.

Steve Luengen - 10221 Rosedale Bay Court, Gig Harbor. Mr. Luengen said he continues to have concerns. He felt that the waterfront business owners haven't had any input and weren't solicited enough at the beginning of the process. His second concern is wording in the preamble of the document.

Mr. Gilmore offered a change in wording on page 11, paragraph 3 to read "Existing uses within the shoreline area are not required to comply with these policies and regulations unless they trigger review under the Shorelines Management Act. Reference Section 4 of this document."

MOTION: Move we continue this item to the Public Hearing Section of the July 26th City Council Meeting.
Frisbie/Stevens Taylor - unanimously passed.

2. First Reading - Reintroduction - Amendment to Short Plat Code. Ray Gilmore explained that this Ordinance was being reintroduced due to the omission of the second paragraph of the section proposed to be amended.

Gary Lovrovich - 8009 Dorotich - Mr. Lovrovich said he had come to the meeting to find out why the item was being re-introduced.

Mayor Wilbert closed the public hearing on this item. Second reading will be July 26, 1993.

3. First Reading - Amendment to City Environmental Policy Ordinance. Ray Gilmore explained these are the first changes to this document since its introduction in 1988. The proposed changes are due to changes in State Law and to correct errors in the original document. Carol Morris and John Wallace, Legal Counsel, advised Councilmembers and Staff on the appeals portion of the document.

Mayor Wilbert closed the public hearing portion. The second reading will be at the next council meeting July 26th.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of June 28, 1993, with a correction.
Stevens Taylor/English - unanimously approved.

OLD BUSINESS:

NEW BUSINESS:

1. Pierce Transit Route on Peninsula. Mr. George Patton, Senior Planner for Pierce Transit, gave a presentation on both the short term and long term updates in the bus service on the Peninsula. A focus group consisting of nine residents, Ben Yazici, Gig Harbor Public Works Director, representatives from the Peninsula School District and the Rotary Club, and other interested citizens, have met to discuss the services. Two public forums will be held during the month of July to involve the community. He said the plan was expected to go to the board early in September, and would implement the increased services by December.

2. Gig Harbor Campground Sewer Capacity Agreement. Mark Hoppen presented the request for 18 additional ERUs for this facility off Burnham Drive. Mr. Cochran answered questions.

MOTION: Move we approve staff recommendation with additional language in Section 12 as proposed.
English/Stevens Taylor - unanimously passed.

DEPARTMENT DIRECTOR'S REPORT: None scheduled.

MAYOR'S REPORT: None scheduled.

ANNOUNCEMENTS OF OTHER MEETINGS:

Pierce Transit Public Forum Meetings: 7:00 p.m. - Thursday, July 22nd at Fire District #5 Building on Kimball Drive; 7:00 p.m. - Thursday, July 29th at the Key Center Fire Station.

APPROVAL OF BILLS:

MOTION: To approve warrant #10871, in the amount of \$217,394.47.
English/Stevens Taylor - unanimously approved.

MOTION: To approve warrants #10808 through #10870, in the amount of \$42,722.05.
English/Stevens Taylor - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To certify payroll warrants #8570 through #8685, less numbers 8569, 8604 & 8672, in the amount of \$16,879.40.
English/Stevens Taylor - unanimously approved.

EXECUTIVE SESSION: None scheduled.

ADJOURN:

MOTION: To adjourn at 9:20 p.m.
Stevens Taylor/English - unanimously approved.

Cassette recorder utilized.
Tape 318 Side B - 193 - end.
Tape 319 Side A - 000 - end.
Tape 319 Side B - 000 - end.
Tape 320 Side A - 000 - 369.

Mayor

City Administrator



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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: July 21, 1993

SUBJ.: Proposed Revised Environmental Policy Ordinance -- Second Reading Ordinance

Summary

The City adopted its current environmental policy ordinance in 1988. Since that time, the State legislature amended the environmental policy act to require all jurisdictions to define a "completed environmental checklist." Also, legal counsel has advised staff that the current appeals procedure "blends" certain sections of the SEPA law regarding the appeal of the responsible official's decisions and that some adjustment to the ordinance is necessary.

Threshold Determinations/Completed Environmental Checklist

The State Environmental Policy Act was amended in 1992 to require that a "threshold determination on a project be rendered within 90 days of the receipt of a "complete application". The law requires that the agency adopt by rule, resolution or ordinance, standards consistent with rules adopted by the department, for determining when an application is complete. Staff has proposed an amendment which defines a complete application.

Appeals of Decisions

Respective to appeals, the law provides for the appeals of the responsible official's

conditioning or denying of a permit under SEPA to the legislative body of the jurisdiction. The City does provide for this appeal process, but only to the Hearing Examiner. The proposed amendment provides for the legislative appeal process of the conditioning or denying of a permit to the City Council, by way of the Hearing Examiner. Also, staff has proposed including appeals of the adequacy of a determination of significance/non-significance before the Hearing Examiner. Currently, only a final environmental impact statement is appealable to the Hearing Examiner.

Recommendation

The ordinance was introduced at the Council meeting of July 12. The ordinance submitted for the second reading has been reviewed by legal counsel. Changes have been made to the ordinance, based upon legal counsel's advice. Staff recommends adoption of the amended ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT; ADDING A NEW SECTION TO THE CITY OF GIG HARBOR ENVIRONMENTAL POLICY ORDINANCE TITLE 18.04 OF THE GIG HARBOR MUNICIPAL CODE TO INCLUDE THE REQUIREMENTS FOR A COMPLETE ENVIRONMENTAL CHECKLIST AND TO AMEND THE SEPA APPEAL PROCESS TO INCLUDE CERTAIN TYPES OF ADMINISTRATIVE APPEALS AND THEIR TIME LIMITS FOR APPEAL, ADDING A NEW SECTION 18.04.115 AND AMENDING SECTION 18.04.230 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the State of Washington has required that local governments adopt, by ordinance, criteria for defining a completed environmental checklist; and,

WHEREAS, the proposed amendment is intended to assure timely processing of permit applications which require SEPA review and to render a SEPA decision based upon complete and accurate information within the timeframes as prescribed by law; and,

WHEREAS, the City Environmental Policy Ordinance currently does not properly provide for the appeals on the conditioning or denying of permits before the legislative body as per RCW 43.21(C).060 and WAC 917-11-680; and,

WHEREAS, the City Environmental Policy Ordinance provides for administrative appeals of agency determinations on final environmental impact statements, but does not provide same for procedural determinations on environmental threshold determinations, as is provided in RCW 43.21C.075 and WAC 197-11-680 sub 3; and,

WHEREAS, it is in the public's best interest to amend the City of Gig Harbor Environmental Policy Ordinance accordingly, consistent with state law.

The City Council of the City of Gig Harbor, Washington, DO ORDAINS as follows:

Section 1. Title 18.04 of the Gig Harbor Municipal Code is amended as follows:

18.04.115. Completed Environmental Checklist defined. An environmental checklist is deemed completed when the following information is provided:

1. All information as requested in the checklist is provided, including complete responses to all questions in the checklist.
2. All plans and illustrations as required per the applicable city code are

submitted with the environmental checklist.

3. The required number of copies of the checklist and associated plans and illustrations are submitted, as per the applicable city code.

4. Checklist is properly signed and dated.

Incomplete or inaccurate responses to the questions within the checklist shall be grounds for reserving a threshold determination on a proposal, including the scheduling of any public hearings as may be required, until such time that the information is provided by the applicant.

18.04.230 Appeals.

A. Any interested person may appeal the adequacy of a threshold determination, final EIS, and the conditioning or denial of a requested action made by a nonelected city official pursuant to the procedures set forth in this section. No other SEPA appeal shall be allowed.

B. All appeals filed pursuant to this section must be filed in writing with the Planning Director within ten calendar days of the date of the decision appealed from.

C. On receipt of a timely written notice of appeal, the Planning Director shall transmit said appeal to the Hearing Examiner or City Council and request that a date for considering the appeal be established. Appeals shall be considered as follows:

1. Procedural Determinations. Appeals of the adequacy of a threshold determination or a final environmental impact statement shall be made to the City of Gig Harbor Hearing Examiner pursuant to the provisions of Title 17.10 of the Gig Harbor Municipal Code. The Hearing Examiner's decision on these matters is final unless an appeal is filed with the Superior Court of the State of Washington, Pierce County, pursuant to subsection 18.04.230 (H).

2. Conditioning or Denying of a Proposal. Appeals regarding the conditioning or denying of a proposal under the authority of SEPA shall be to the City of Gig Harbor City Council. The City Council decision shall hold a public hearing and provide for a record consistent with GHMC subsection 18.04.230 (E) herein. Appeals of the City Council's decision shall be final unless an appeal is filed with the Superior Court of the State of Washington, Pierce County, pursuant to subsection 18.04.230(H).

D. If a decision has been made on a proposed action, the appeal shall consolidate any allowed appeals of procedural and substantive determinations under SEPA.

~~E.D.~~ All relevant evidence shall be received during the hearing of the appeal and the decision shall be made de novo. The procedural determination by the city's responsible official shall carry substantial weight in any appeal proceeding.

~~E.E.~~ For any appeal under this section, the city shall provide for a record that shall consist of the following:

1. Findings and conclusions;
2. Testimony under oath; and
3. A taped or written transcript.

G.F. The city shall give official notice whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal.

H. The time limitations and procedures for judicial appeals of administrative decisions shall be as set forth in WAC 197-11-680(4), which is adopted by reference herein.

Section 2. If any section, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or constitutionality shall not affect of any other section, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect and be in full force no later than five days after publication.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 7/12/93
Passed by City Council: 7/26/93
Date Published:
Date Effective:

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ___ day of _____, 1993, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY ENVIRONMENTAL POLICY ORDINANCE, DEFINING A COMPLETED ENVIRONMENTAL CHECKLIST, NEW SECTION 18.04.115, AND MODIFYING THE APPEALS SECTION TO INCLUDE APPEALS OF THRESHOLD DETERMINATIONS BEFORE THE HEARING EXAMINER AND THE CONDITIONING AND DENYING OF A PROPOSAL UNDER SEPA AS AN APPEAL TO THE CITY COUNCIL, UPON A RECOMMENDATION OF THE HEARING EXAMINER, SECTION 18.04.230.

The full text of this Ordinance will be mailed upon request.

DATED this ___ day of _____, 1993.


CITY ADMINISTRATOR, MARK HOPPEN



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: July 16, 1993

SUBJ.: Revisions to Short Plat Ordinance -- Requirements for Sidewalks
Curbs and Gutters; First Reading of Ordinance

The proposed revision to the City of Gig Harbor Short Plat Ordinance (Title 16.40) was introduced on July 12. The proposed ordinance would eliminate the requirements for sidewalks, curbs and gutters for properties which front a public road that has forty feet or less of right-of-way width. Also included is a requirement that all fronting public streets must be surfaced in accordance with City standards, regardless of right-of-way width.

The draft ordinance is presented to you for a second reading and adoption.

ORDINANCE NO. ____

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL AMENDING SECTION 16.40 OF THE GIG HARBOR MUNICIPAL CODE WHICH MODIFIES THE REQUIREMENTS FOR SIDEWALKS CURBS AND GUTTERS IN SHORT PLATS FRONTING RIGHT-OF-WAY WHICH IS FORTY FEET OR LESS IN WIDTH.

WHEREAS, the Gig Harbor City Council finds that the current requirement in Section 16.40.130 for the provision of sidewalks, curbs and gutters for all short plats does not distinguish between the various right-of way widths and street geometrics within the city; and,

WHEREAS, there are certain streets within the city which have substandard right-of-way of forty feet or less which will most likely never be developed to full right-of-standard configuration due to existing constraints of limited access; and,

WHEREAS, it is in the public's interest in terms of future maintenance and repair costs to not require nor construct sidewalks, curbs and gutters along right-of-way of forty feet or less; and,

WHEREAS, it is within the public's health, safety, welfare and interest to require, as and when appropriate, the surfacing of public right-of-way fronting property which is proposed to be short platted, pursuant to Title 16.40 of the Gig Harbor Municipal Code.

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1. Title 16.40 of the Gig Harbor Municipal Code is amended as follows:

16.40.130 Minimum Standards and Improvements Required. A. Street right of way, Surface Width and Surfacing Requirements. Public roads shall conform to the requirements of the City Public Works Department, and shall also include the provisions for sidewalks, curbs and gutters for all short plats which front a public street with a minimum right-of-way width greater than forty feet or which are required to provide the minimum public right-of-way, as required specified. Notwithstanding the requirements for sidewalks, curbs and gutters, surfacing of new public streets or the public right-of-way fronting the property shall be required for all short plats. As-built plans, bearing the stamp of a civil engineer licensed in the State of Washington shall be provided. Additionally, dedicated right-of-way shall be provided, as required, and shall conform to City standards. Public streets shall be dedicated to the City on the final plat and shall be maintained by the City thereafter.

Private streets may be permitted for any short subdivision where access to three or less lots will be provided to a public street. Private streets shall meet the following

minimum standards:

1. A minimum surface width of twenty-four feet, consisting of an all-weather compacted surface;
2. A minimum easement width of twenty-four feet. Upon execution of a written agreement between adjacent property owners, an easement may be combined with an easement on neighboring property to create the required thirty-foot minimum width.

Section 2. If any section, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or constitutionality shall not affect of any other section, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect and be in full force no later than five days after publication.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: July 9, 1993
Passed by City Council: July 26, 1993
Date Published:
Date Effective:

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 1993, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SHORT PLATS, CHANGING THE REQUIREMENTS FOR SIDEWALKS, CURBS AND GUTTERS IN SHORT PLATS FRONTING PUBLIC RIGHTS-OF-WAY OF FORTY FEET OR LESS IN WIDTH; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 16.40.130.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 1993.

CITY ADMINISTRATOR, MARK HOPPEN



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TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *Wilbert*
SUBJECT: SEWER EXTENSION REQUEST/GIG HARBOR CHRISTIAN CHURCH
DATE: JULY 22, 1993

The Gig Harbor Christian Church, outside the city limits on Burnham Drive, is requesting to serve two portable classrooms with city sewer. Although this service would be less than one ERU (one ERU per 54 students for a church school, 13.32.060), the minimum service use to the site will be one ERU.

The current connection cost in this area per ERU is \$1570. In 1988, the church signed a contract with the city for "approximately 1000 gallons per day" for a two year commitment period, paying \$600 dollars for the capacity reservation. The extension was granted from the existing sewer utility line on Burnham Drive with the addition that it was to be "extended thereafter to the Canterwood Development."

At the time, the church personnel believed that they were reserving capacity because it was a limited commodity and because they needed this sewer to secure permits for construction. At that time the sewer line was at 96th (Corrections facility link). The extension to the Burnham Business Park was not approved until 1991. Canterwood still awaits hook-up. Probably, the church was going to be able to connect to the line built from Canterwood. Practically speaking, I don't see any way that the church, within the time frame of the 1988 contract, could have connected to the city sewer on its own or could have benefited in some other way from the contract.

Consequently, I think we should credit the church \$600 of the connection fee, and permit the church to connect to city sewer for one ERU of capacity, paying \$970 for the "remainder" of the connection fee at the current connection fee rate.

Recommendation:

Move to approve that the Gig Harbor Christian Church be granted one ERU of capacity for connection outside city limits based on the city's standard current Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID and that a provision in the contract indicate the church's assent to an LID for Burnham frontage sidewalks.
(Add provision for payment.)

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

THIS AGREEMENT is entered into on this ____ day of July, 1993, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Gig Harbor Christian Church, 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 Burnham Drive (street or right-of-way) at the following location:

9911 Burnham Drive

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

4. 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 231 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending

on _____, 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 \$ 78.50 to reserve the above specified time in accordance with the schedule set forth below.

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

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

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

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

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

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

construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

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

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

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

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

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;

- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

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

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

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

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

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent

of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

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

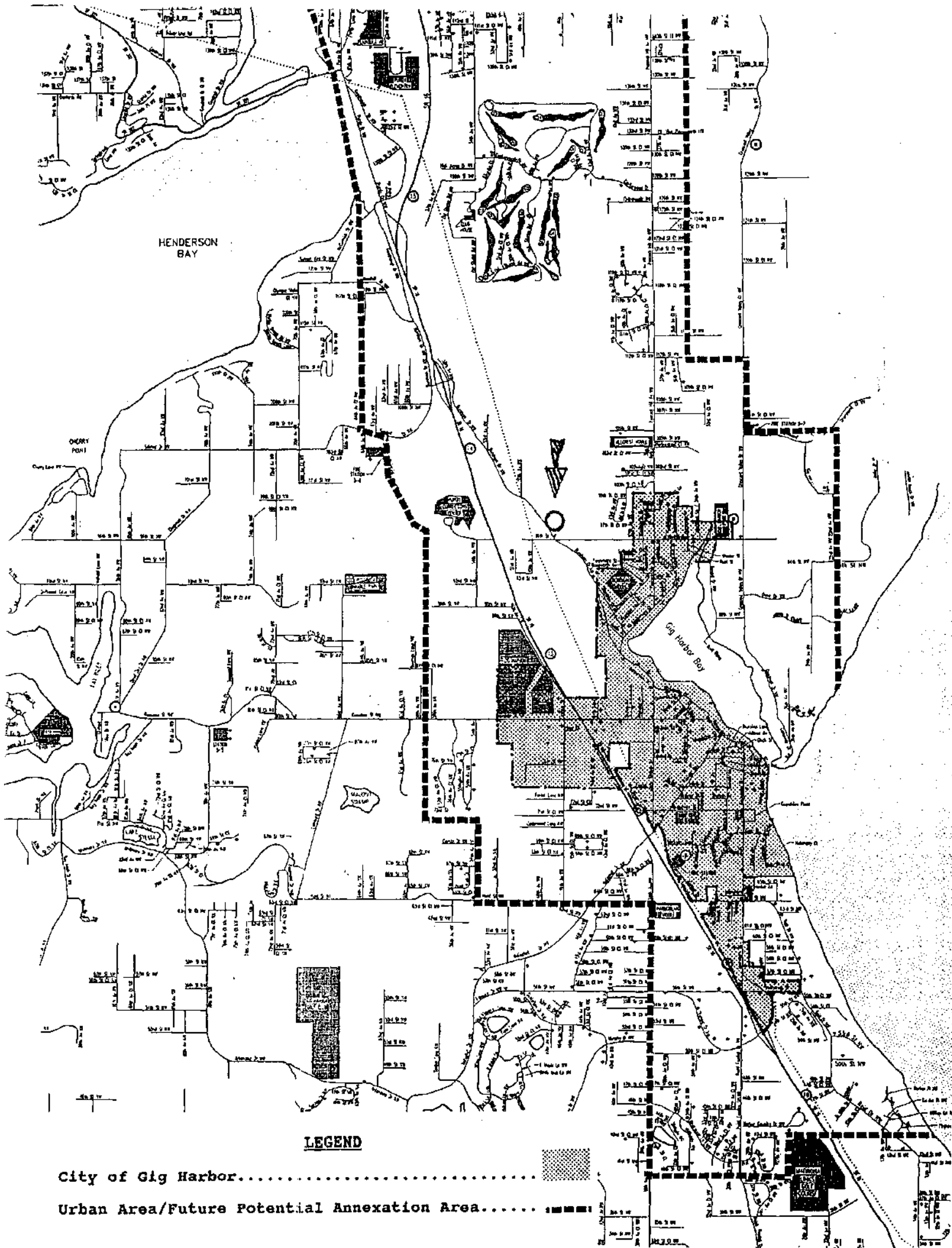
Philip D. Wilson

Name: _____
Title: *Pastor*

ATTEST/AUTHENTICATED:

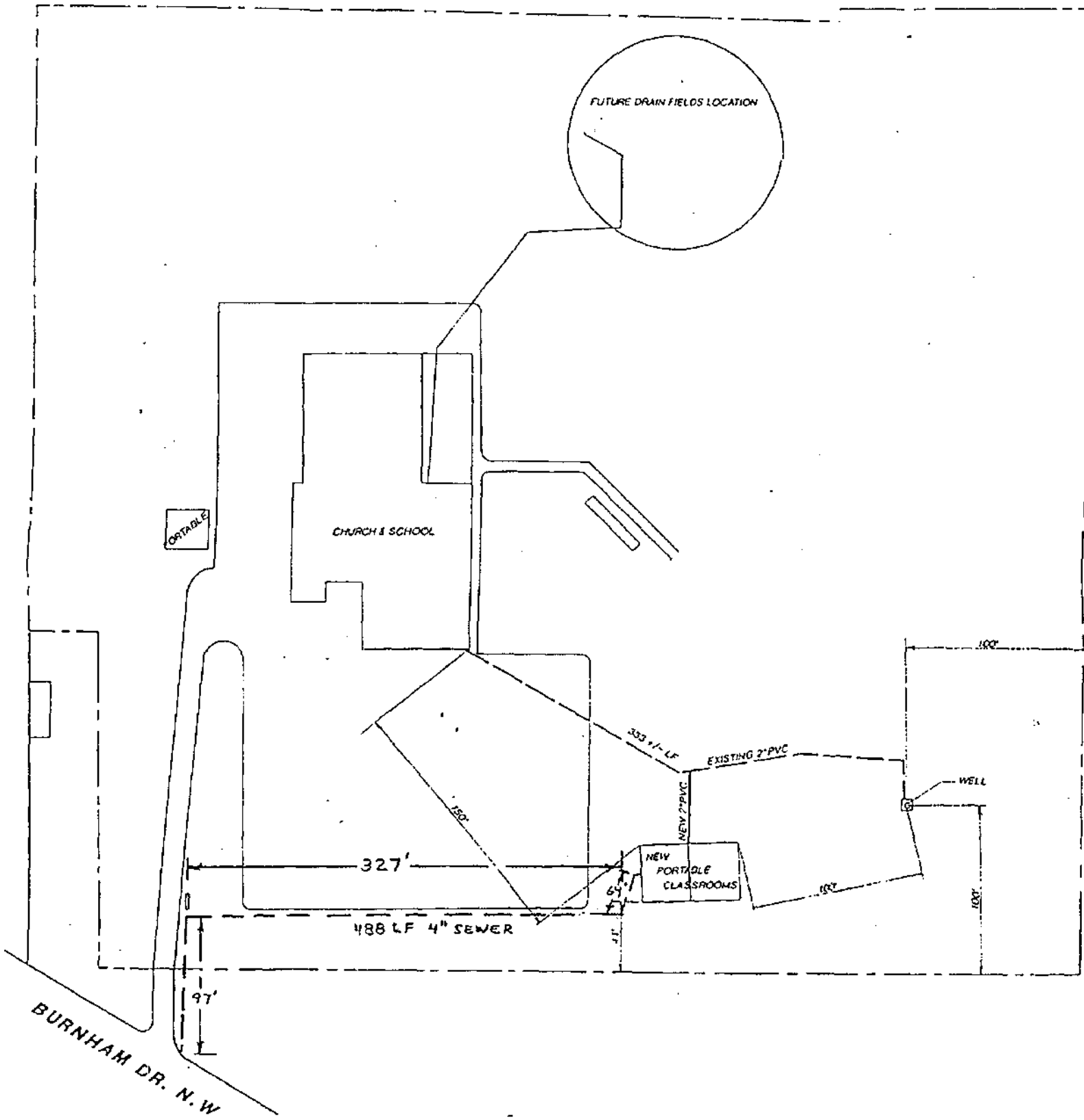
City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:



City of Gig Harbor.....

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





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: RENEWAL OF INSURANCE COVERAGE
DATE: JULY 22, 1993

Following this memo is our yearly quote for insurance coverage from our broker, Mr. Steve Feltus, of Bratrud Middleton Insurance. As noted in his letter, his brokerage fee to the city remains \$4000, as it has for several years, and our premium costs for the same level of coverage are somewhat reduced.

During the past year we have physically reviewed city holdings to determine the adequacy of our coverage, making minor adjustments to the insurance description of city holdings.

The 93/94 quote includes earthquake coverage at a premium cost of \$7522, up almost \$500 from last year's coverage. Last year's coverage was cancelled by the particular insurer because the company found itself over-exposed in Western Washington, and this new premium figure represents the next best quote and coverage from a different insurer.

Currently, we are completely covered with the exception of underground pumps. To include coverage, which we have not done previously, the city would need to expend an additional \$1346 dollars.

Coverage from the Association of Washington Cities insurance pool has the potential to reduce premium costs, but is still significantly greater than our current premium and brokerage costs at about \$100,000 dollars per year with more variability of premium costs.

Recommendation:

Move to approve the City Administrator to complete our contract for the next year with Bratrud Middleton for the insurance premium and brokerage amounts listed on the July 22, 1993 memorandum from Bratrud Middleton Insurance.



BRATRUD
MIDDLETON
INSURANCE

BRATRUD MIDDLETON

2701 South 13th
Tacoma, WA 98406
P.O. Box 11205
Tacoma, WA 98411
Fax # (206) 752-8859
(206) 759-2200

July 22, 1993

Mr. Mark Hoppen
City Administrator
City of Gig Harbor
P.O. Box 145
Gig Harbor, Washington 98335

**RE: 1993/94 Insurance Program
Policy Period 8/1/93 to 8/1/94**

Dear Mark:

I have just received the renewal quotations for the City of Gig Harbor insurance program for the 1993/94 policy term effective August 1, 1993. The basis of coverages and limits are as discussed in previous conversations during May and June. Negotiated costs as contrasted with the 92/93 term are as follows:

Coverages	92/93	93/94
Property	\$ 6,176	\$ 7,629
Scheduled Equipment	141	159
General Liability	43,723	43,153
Automobile	10,229	10,883
Umbrella	5,215	5,215
Boiler & Machinery	1,800	1,944
Earthquake	7,089	7,522
Law Enforcement E&O	13,292.54	14,623.74
Public Officials E&O	3,512.32	4,062.21
	<hr/>	<hr/>
	\$ 91,177.86	\$ 95,550.95
Broker Fee	Net + Fee Incl.	<3,461.20>
	<hr/>	<hr/>
	\$ 91,177.86	\$ 90,505.55

As noted, the costs are up 2-3%, mainly due to an increase in property.

Options to be considered:

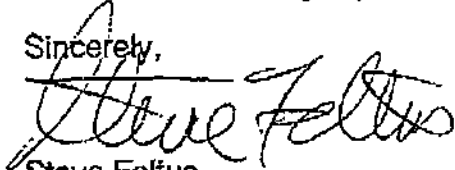
Boiler & Machinery Extension - Currently, the sewage treatment plant and the City shops are provided coverage. To include all locations, including underground pumps, would be an additional \$1,346.

The basis of the insurance brokerage agreement between Bratrud Middleton and the City of Gig Harbor compensates Bratrud Middleton on a fee of \$4,000 annually. The \$3,670.20 credit represents the amount that policy commissions are excess of the \$4,000 fee amount.

Mr. Mark Hoppen
1993/94 Insurance Program
Page Two

Due to the nature of coverage placement, I need the City's specific direction prior to August 1, 1993 as to the placement of Earthquake, Law Enforcement E&O and Public Officials E&O. Other coverages provided through Hartford and Kemper are bound automatically.

Sincerely,



Steve Feltus
Vice President

SF:jmh

MAYOR'S REPORT

ASSOCIATION OF WASHINGTON CITIES ANNUAL CONVENTION
YAKIMA, JUNE 1993

Theme: Reinventing Government

From the community grassroots to the media hype, a message is beginning to come through loud and clear: *Government needs to change the way it does business.*

Ted Gaebler, the author of the best seller, Reinventing Government, was the keynote speaker and set the tone for the week. His "Ideas That Make A Difference" sets the theme.

The focus of the convention presented new ways to think about issues. There were workshops led by the best heads in the business. I was unable to attend all the workshops and purchased tapes of those sessions receiving rave reviews from the convention participants.

If you are interested in these tapes you may check them out with Myrna at City Hall. Please let us know if you would like a complete listing of tapes that are available. Tapes purchased include:

- How To Manage Storm Water
- How to Maximize Your Revenue
- Ask the Expert Part I & Part II
- Making Customer Service A Priority
- Ideas That Make A Difference by Ted Gaebler



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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

July 22, 1993

CERTIFIED MAIL

Mr. Steven Hix
7770 S.W. Mohawk
Taulatin, OR 970622

RE: Bayview Marina at 3315 Harborview Dr.
AP# 597000-003-0

Dear Mr. Hix:

During an inspection on July 22, 1993, a final inspection was completed for the marina. The marina is in substantial compliance with City Codes except for the mobile office building. Since the marina construction has been completed, the mobile office (construction trailer) must be removed. The mobile office was installed without the necessary permits and inspection. This is a violation of Sections No. 305 & 307, 1992 Uniform Building Code.

This letter is official notice that a civil penalty order will be issued if the mobile office is not removed within 30 days of receipt of this notice. In accordance with Chapter 15.18 of the Gig Harbor Municipal Code, you would be subject to a fine of fifty dollars (\$50.00) per day for each violation of the Gig Harbor Building Code. A re-inspection will be made on August 27, 1993 to determine if the mobile office has been removed.

A civil penalty order was issued and penalty fees have accrued at the rate of fifty dollars (\$50.00) per day for every day after Tuesday, July 28, 1992 during which the marina has been occupied without the necessary final inspection and certificate of occupancy. Total penalty fees are five thousand three hundred and fifty dollars (\$5,350.00) as of November 12, 1992. Penalties were held in abeyance by the City Administrator during the past eight months to allow you to complete the marina without further mounting fines.

Fines are due and payable immediately. Contact this

office and meet with the City Administrator within seven days of this date or a lien will be filed on your property to seek full recovery of fines.

If you have any questions, please do not hesitate to call.

Sincerely,



Steven H. Bowman
Building Official/Fire Marshal
City of Gig Harbor

cc: Gretchen Wilbert, Mayor
Mark Hoppen, City Administrator
Ray Gilmore, Planning Director