

GIG HARBOR CITY COUNCIL MEETING

SEPTEMBER 14, 1992

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



AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
SEPTEMBER 14, 1992

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Contract for Professional Services - McConnell/Burke, Inc.
2. Ordinance amending Ordinance #633 - 1st reading.
3. Resolution creating change funds for police department and municipal court.
4. Puget Sound Regional Council Interlocal Agreement.
5. Interagency Park Agreement.
6. Liquor license renewals.

DEPARTMENT MANAGERS' REPORTS:

1. Police.
2. Public Works.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Tacoma's Urban Growth Boundary/annexation update.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public information workshop, Wednesday, September 16, 1992, 7:00 p.m., in City Hall Council Chambers.

APPROVAL OF PAYROLL:

Warrants #7416 through #7529 in the amount of \$141,466.45.

APPROVAL OF BILLS:

Warrants # through # in the amount of \$.

EXECUTIVE SESSION: None scheduled.

ADJOURN:



REGULAR GIG HARBOR CITY COUNCIL MEETING OF AUGUST 24, 1992

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

PUBLIC COMMENT/DISCUSSION: None scheduled.

CALL TO ORDER: 7:00 p.m.

PUBLIC HEARINGS:

1. Ordinance amending Shoreline Master Program - 1st reading.
Planning Director Ray Gilmore provided information on the amendments to the Program.

There was no public comment; the hearing was continued to the meeting of September 14, 1992.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of August 10, 1992.
English/Stevens-Taylor - unanimously approved.

CORRESPONDENCE:

1. Asian Gypsy Moth update.

OLD BUSINESS:

1. Ordinance vacating a portion of Sellers Street - 3rd reading.
City Administrator Mark Hoppen provided background information regarding the vacation.

MOTION: To table this issue until the meeting of September 14, 1992 to obtain information from the Pierce County attorney.
Platt/English - motion was denied by a vote of 2 - 3 with Frisbie, Markovich, and Stevens-Taylor voting against.

MOTION: To go into executive session for the purpose of discussing the legal issues involved in this transaction.
Frisbie/English - unanimously approved.

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

- MOTION: To adopt Ordinance #634 with the additional conditions:
1. The city to reserve a utility easement of 20 feet from the center line.
 2. The appraiser to determine the price of the property to be selected by city staff.
- English/Stevens-Taylor - unanimously approved.

NEW BUSINESS:

1. Funding allocation for retreat facilitator.
Mr. Hoppen discussed the options available for facilitating the retreat.

MOTION: To allocate funding for the retreat facilitator; the amount to be at the discretion of the Mayor and City Administrator.
Platt/English - unanimously approved.

2. Wellness program.
Mr. Hoppen explained the program at the Gig Harbor Athletic Club which would allow employees to receive a membership discount.

MOTION: To authorize the Finance Officer to pay the fee for those interested in membership and use payroll deduction to reimburse the city.
English/Stevens-Taylor - unanimously approved.

3. Special occasion liquor license applications.
No action taken.

4. Soundview Drive water line construction.
Public Works Director Ben Yazici explained the situation involving the depth of water line placement on Soundview Drive. He presented three alternatives to address his concerns.

MOTION: To authorize the funding of the construction from Fund #420 (Capital Asset Fund) to replace the existing water main between Erickson Street and Harborview Drive. The street improvement project underway on Soundview Drive to continue during the water line construction.
Frisbie/English - unanimously approved.

DEPARTMENT MANAGERS' REPORTS:

1. Police.
Police Chief Denny Richards provided a report on the annual street dance, the newly adopted policy on bloodborne pathogens, and recent arrests for destroying mailboxes.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Report on Tacoma Urban Growth Boundary.
Mayor Wilbert gave a report on the City of Tacoma's Planning Commission meeting where the proposed Urban Growth Boundary was discussed. She requested that the City of Gig Harbor respond to the technical report outlining the lack of resources on the Peninsula to support the proposed urban growth by the City of Tacoma.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Joint meeting of Planning Commission and City Council regarding amendments to the Shoreline Master Program - September 8, 1992, 7:00 p.m., Council Chambers.
2. City Council retreat scheduled for September 26, 1992.

APPROVAL OF BILLS:

MOTION: To approve payment of warrants #9290 through #9358 in the amount of \$263,394.94.
Platt/English - unanimously approved.

ADJOURN:

MOTION: To adjourn at 8:37 p.m.
English/Stevens-Taylor - unanimously approved.

Cassette recorder utilized.
Tape 287 Side B 230 - end
Tape 288 Side A 000 - end
Side B 000 - 023.

Mayor

City Administrator





City of Gig Harbor. The "Maritime City."

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

TO: Mayor Wilbert and City Council
FROM: ~~RS~~ Ray Gilmore, Planning Director
DATE: September 11, 1992
SUBJ.: Contract for Professional Services -- McConnell-Burke, Inc, Community Worksessions on Growth Management.

One of the requirements of the Growth Management Act requires that local governments which are required to plan under the act conduct community-based "visioning" (or "goal setting") meetings prior to developing or amending comprehensive plans, in compliance with GMA. How this is accomplished is left up to the discretion of the community. Staff proposes to employ the assistance of a professional team to develop and conduct a series of public forums during the fall to stimulate public interest in community development, particularly as it relates to the city's responsibilities under the Growth Management Act.

The team selected is McConnell-Burke of Bellevue. The name may sound familiar to some of the Council members as it is the same professional group that also provides the City's hearing examiner services. McConnell-Burke has presented a proposal that offers a very good dollar value ratio in terms of the level of effort and material content. This project will most certainly be a team effort involving the Planning Commission, city staff and McConnell-Burke, Inc.

One of the key components of the program is the kick-off session on "Community Visioning." This results of this session in conjunction with the planning element update analysis would serve as the basis for the City's revisions to the 1986 comprehensive plan. Hopefully, community interest (particularly amongst city residents) in growth management planning will continue throughout the process.

Staff has budgeted up to \$13,000 for this project and McConnell-Burke has proposed a comprehensive program which meets this budget amount. The project should be very informative and beneficial to the community. To staff, the citizen involvement anticipated will be extremely valuable in obtaining the public's aspirations of what their community "can and should be."

Council's favorable consideration of the contract is appreciated.

Planning and Development Services

McConnell/Burke, Incorporated

11000 N.E. 33rd Place

Suite 101

Bellevue, Washington 98004

(206) 827-6550

FAX: 889-0730

August 28, 1992

Mr. Ray Gilmore
Planning Director
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

Dear Mr. Gilmore:

McConnell/Burke, Inc. is pleased to present the following scope of work to provide professional services for assistance in meeting your Growth Management requirements. Attached you will find discussion of specific tasks, a timeline for each task, and an estimation of costs.

We will perform the work on a time and expense basis according to the attached fee schedule. The total amount of work completed may not reach the proposed budget, and written authorization by you will be required before the budgeted amount of \$13,000 is exceeded by McConnell/Burke, Inc.

Should you have any comments, questions or additions, please don't hesitate to call. Your return copy of this letter agreement will constitute authorization to proceed and your agreement with the terms contained herein.

Thank you for this opportunity to serve you.

Sincerely,



Robert G. Burke, AICP
President

RGB/jmd

ACCEPTED BY:

City of Gig Harbor

Date:

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into between the CITY OF GIG HARBOR, Washington, a city incorporated under the laws of the State of Washington, hereinafter referred to as "City" and McConnel-Burke, Inc., hereinafter referred to as "Contractor", for the consideration and mutual benefits to be derived as set forth below; now, therefore, the parties agree as follows:

1. **Scope of Work.** Contractor shall perform the services for the City as set forth in Scope of Work, identified as "Exhibit 1", Schedule A & B attached hereto and hereby incorporated in full by this reference.
2. **Time for Completion.** Contractor shall complete the work described in paragraph 1 above, within 100 days of the date of the Notice to Proceed or by no later than December 20, 1992.
3. **Compensation and Payment.** Contractor shall be paid by the City for completed services rendered under this contract for the agreed total price of not to exceed \$13,000. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Contractor shall be paid in accordance with the payment procedure and schedule as set forth in "Exhibit 2" attached hereto and hereby incorporated in full by this reference.
4. **All work produced is property of the City.** All documents, data, maps and other material produced by the Contractor shall be deemed to be property of the City and shall be delivered to the City upon request.
5. **Termination.** This being a contract for personal services, either party may terminate this contract for any reason upon giving the other party written notice of such termination in advance of the effective time of said termination. In the event that the contract is terminated before completion, the Contractor shall be paid on a pro-rata basis to the date of termination based upon the extent of work completed. The amount of such pro-rata payment shall be as determined by the City Administrator whose determination shall be final, binding and conclusive.
6. **Indemnification.** In performing the work under this contract, Contractor agrees to indemnify, defend and hold the City and its elected or appointed officials and its employees harmless from any and all claims

for injury or damage to persons or property, including City property, and also from and against all claims, demands and causes of action of every kind and character, including claims by Contractor's employees from which Contractor might otherwise have immunity under Title 51 RCW, the State Workman's Compensation Act, arising directly or indirectly or in any way incident to, in connection with or arising from any negligent and/or malicious act or error or omission and any willful, wanton and malicious or intentional tortious conduct on the part of the Contractor, its agents, employees, representatives or subcontractors in their performance of this contract, excluding the sole negligence of the City.

7. Supplemental Agreements. Supplemental agreements which would increase or decrease the scope and associated costs may be entered into upon mutual written agreement.
8. Integrated Agreement. This contract, together with attachments, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements written or oral. This Contract may be amended by written instrument signed by both the City and Contractor.
9. Independent Contractor. The parties intend that an independent contractor/city relationship will be created by this contract. No agent, employee, or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.
10. Equal Opportunity. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, national origin or the physically impaired or handicapped so long as the person is otherwise able to perform the requirements of the job. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, religion, sex, national origin or the physically impaired or handicapped so long as the person is otherwise able to perform the requirements of the job.
11. Insurance. Contractor shall obtain and maintain a policy of liability insurance in the amount of

\$1,000,000 per person, \$1,000,000 per occurrence for bodily injury and \$1,000,000 property damage. Said insurance shall contain a provision that it will not be canceled or reduced without 30 days prior written notice to the City. The insurance policy shall further contain a provision that the City is an additional insured with respect to work performed under this contract and that said insurance will be considered primary to any other insurance coverage available to the City for bodily injury or property damage. Contractor shall also maintain and provide proof of the existence of professional errors and omissions insurance coverage in the minimum amount and under the same terms and conditions as set forth above for liability coverage.

12. Notices. Notices to the City of Gig Harbor shall be sent to the following address:

City Administrator
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

Notices to the Contractor shall be sent to the following address:

McConnell-Burke, Inc.
11000 N.E. 33rd Place
Suite 101
Bellevue, WA 98004

DATED this _____ day of _____, 1992.

CITY OF GIG HARBOR

CONTRACTOR:

By: Gretchen Wilber, Mayor

By: Robert G. Burke, A.I.C.D.
President

ATTEST:

By Mark E. Hoppen, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By _____

**DRAFT
SCOPE OF WORK**

**CITY OF GIG HARBOR
GROWTH MANAGEMENT PUBLIC WORK SESSIONS/FORUMS**

This Scope of Work is in response to the elements suggested by the City to assist in meeting the requirements of the Growth Management Act. It is organized in three sections: **A - Tasks;** **B - Schedule;** and **C - Estimated Costs.**

A. TASKS

1. **Organize the project:** Meet with the Planning Director to review study issues, work program, responsibilities and schedule. Prepare detailed work program and schedule.
2. **Review background information and take/select slides to be used in the first community visioning session.** Prepare all materials to be used for first community visioning session and review materials (including slides) with Planning Director.
3. **Prepare final presentation and conduct community visioning session.** The community visioning session would include an explanation of the Growth Management Act and the City's Planning effort. A series of slides selected to illustrate options available within Gig Harbor would be shown and the citizens would be requested to rank them. After the slides, we would discuss key planning issues in the community. If possible, the response to the slides will be calculated and reported back to the group at the end of the meeting. If it is a large crowd, the report may have to wait until the second meeting.
4. **Review the current (1986) Comprehensive Plan against Pierce County's County-wide growth policies and the State Growth Management Act.** Determine what areas need to be updated to comply with the county-wide policies and the Growth Management Act. Specifically, analysis of the following comprehensive plan elements will be conducted.
 - Urban Area**
Review existing boundary proposed to Pierce County
Purpose of Urban area per Growth Management Act
 - Land Use/Urban Design**
Commercial/Business
Residential
Public/Institutional

"EXHIBIT 1"

•Housing

Types of Housing

Tenure

Appropriate locations

•Transportation (does not include modeling or traffic analysis)

Relationship to land use

Implication and meaning of level of service (LOS)

5. A second community session will be held and a review of the analysis conducted in Task 4 above will be conducted. Ideas from the public will be solicited regarding the discussion topics.
6. Comments received at the first two community sessions will be compiled and summarized. These will be reviewed with the Planning Director.
7. The results of the two previous community session will be reviewed with the community in a third community session to insure that the information gathered accurately reflects community desires.

"EXHIBIT 1"

B. SCHEDULE

1992








Task	September	October	November	December
1				
2				
3				
4				
5				
6				
7				
Meeting w/ Planning Director	X	X	X	X
Community Meetings		X	X	X

EXHIBIT 2

The total price to the City for the work described in Exhibit 1 shall not exceed \$13,000.00, including all costs and expenses.

Contractor shall provide the City with itemized billings evidencing who provided the services, a brief description of the work, the amount of time spent and the billing rate of the individual performing the work. Requests for payment may be submitted no more frequently than monthly. Itemized billings must be presented not later than the 5th calendar day of each month in order to be processed for payment in the month of receipt. The City shall withhold from each request for payment a sum equal to ten percent (10%) of the amount otherwise determined by the City to be due. Said sums withheld shall be payable to the Contractor at the time of completion of the work and acceptance of the same by the City.

In the event work is not completed on or before the completion date set forth in section 2 of this Contract then, in such event, both parties agree that damages to the City will be difficult to ascertain and that liquidated damages should be assessed in an amount equal to \$100 per calendar day for each day by which the completion of work is late.

C. ESTIMATED COSTS

Task	Estimated Hours
1. Organization	8
2. Review background information/slides	40 - 44 <i>Too High</i>
3. Community meeting - Visioning	16 - 18
4. Review plan, county policies, GMA	40 - <i>Too High</i>
5. Community meeting on planning issues	16
6. Prepare summary report	32 - 40
7. Community meeting	8 - 12
Total Hours	160 - 176 hours
Principal	80 - 84 hours @ \$80/hour = \$ 6,400 - 6,880
Associate Planner	64 - 72 hours @ \$55/hour = \$ 3,520 - 3,960
Secretarial	16 - 20 hours @ \$35/hour = \$ 560 - 700
Sub-Total	\$10,480 - 11,540
Expenses:	
Mileage for 7 - 8 trips	\$ 215 - 240
File/Copies of reports	\$ 500
Phone/Fax	\$ 200 - 220
Miscellaneous Expenses/Film, Supplies, etc.	\$ 500
Sub-Total	\$1,415 - 1,460
Estimated Total	\$11,895 - 13,000

*969
3
288*

McConnell/Burke, Incorporated

TIME AND MATERIALS RATE STRUCTURE FOR PROFESSIONAL SERVICES

<u>TITLE</u>	<u>HOURLY BILLING RATE</u>
Partner	\$80.00
Senior Planner	\$70.00
Associate Planner	\$55.00
Secretarial	\$35.00

Includes all salary and salary related costs, general office overhead and profit margin.

OTHER DIRECT COSTS

- Sub-Consultant costs will be billed at direct cost plus 10%.
- All other normal direct project related expenses will be invoiced to the client at cost.

TERMS

Fees for services will be invoiced monthly and are due and payable upon receipt. A late charge of one percent (1%) per month, computed from date of invoice, will be due on invoices not paid within thirty days from date of invoice.

EFFECTIVE: Through December 31, 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

FROM: Tom Enlow

DATE: August 28, 1992

SUBJECT: Ordinance Amending Ordinance No. 633

This is the first reading of an ordinance amending Ordinance No. 633 which authorized the issuance of the ULID#3 Bond Anticipation Note. Ordinance No. 633 stated that the first interest payment date would be February 1, 1993. It should have stated that the first interest payment date would be August 1, 1993.

No other terms of Ordinance No. 633 are changed.

CITY OF GIG HARBOR, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City Council of Gig Harbor, Washington, approving an amendment to Ordinance No. 633, of the City to change the first interest payment date of the bonds authorized therein.

WHEREAS, the City of Gig Harbor, Washington (the "City") now operates and maintains a combined system of water and sewerage (the "System"), and

WHEREAS, the City formed Utility Local Improvement District No. 3 on January 27, 1992, by the passage of Ordinance No. 617 for the purpose of undertaking an extension of the System to certain areas outside the boundaries of the City; and

WHEREAS, to finance a portion of the cost of certain road improvements to the system, the City Council of the City passed on August 10, 1992 Ordinance No. 633, authorizing the issuance and sale of subordinate lien water and sewer bond anticipation notes in the aggregate principal amount of \$1,800,000 (the "Notes")

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

Section 1. Definitions. Unless otherwise defined, capitalized terms used in this ordinance shall have the same meanings given to such terms in Ordinance No. 633 of the City Council.

Section 2. Amendment of Section 4 of Ordinance No. 633. The first paragraph of Section 4 of Ordinance No. 633, of the City Council is hereby amended to read as follows (with additions underlined and deletions stricken through):

Section 4. Authorization of Notes. For the purpose of providing interim financing of the Project pending its completion and the issuance of the Bonds, the Council hereby authorizes the issuance and sale of its subordinate lien water and sewer revenue bond anticipation notes (the "Notes"). The Notes shall be designated as the "City of Gig Harbor, Washington, Subordinate Lien Water and Sewer Revenue Bond Anticipation Notes, 1992," shall be dated as of August 1, 1992, shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, shall bear interest at a per annum rate of 4.25%, payable on ~~August 1~~ February ~~1~~, 1993 and each February 1 and August 1 thereafter and shall mature on August 1, 1994. Interest on the Notes shall be calculated on the basis of a 360-day year with 30-day months.

Section 3. Amendment of Section 18 of Ordinance No. 633. The front page in Section 18 of Ordinance No. 633 of the City Council is hereby amended to read as follows (with additions underlined and deletions stricken through).

Section 18. Form of Notes and Certificate of Authentication. The Notes shall be in substantially the following form:

UNITED STATES OF AMERICA

\$ _____

No. _____

STATE OF WASHINGTON

CITY OF GIG HARBOR

SUBORDINATE LIEN WATER AND SEWER REVENUE BOND
ANTICIPATION NOTE, 1992

INTEREST RATE:

MATURITY DATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay, but solely from the Note Fund (hereinafter defined), to the Registered Owner identified above, or registered assigns, on the Maturity Date the Principal Amount specified above and to pay interest thereon from August 1, 1992, or the most recent date to which interest has been paid or duly provided for until payment of this note, at the rate of 4.25% per annum, payable on [August 1] ~~February 1~~, 1993 and on each February 1 and August 1 thereafter for as long as this note remains outstanding. Both principal of and interest on this note are payable in lawful money of the United States of America. Interest shall be paid by mailing a check or draft to the registered owner or assigns at the address shown on the Note Register as of the 15th day of the month prior to the interest payment date. Principal shall be paid to the registered owner or assigns upon presentation and surrender of this Note at the principal office of either of the fiscal agencies of the State of Washington in the cities of Seattle, Washington, and New York, New York (collectively the "Note Registrar"). Interest shall be calculated on the basis of a year of 360 days and twelve 30-day months. Both principal of and interest on this note are payable solely out the special fund of the City known as the "Subordinate Lien Water and Sewer Revenue Bond Anticipation Note Fund, 1992" (the "Note Fund") as provided by Ordinance No. 633 of the City (the "Note Ordinance"). The definitions contained in the Note Ordinance shall apply to capitalized terms contained herein.

This note is one of an authorized issue of notes of like date and tenor, except as to number and amount, in the aggregate principal amount of \$1,800,000. The notes of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and the Note Ordinance for the purpose of paying part of the costs of industrial sewer and water improvements to the combined water and sewer system of the City. The notes of this issue are issued in anticipation of the issuance of subordinate lien water and sewer revenue bonds authorized by the City to be issued.

This note is a special obligation of the City and is payable solely from the Note Fund of the City into which the City has covenanted and agreed to deposit the proceeds of water and sewer revenue bonds. The City has further covenanted to deposit money in the Note Fund from the proceeds of water and sewer revenue bonds and Assessments or from other sources, other than tax revenues (limited to earnings and revenue of the System), or from the

proceeds of additional water and sewer revenue bond anticipation notes in amounts sufficient to pay when due the principal of and interest on any and all outstanding notes of this issue. The obligation to apply such funds shall constitute a lien and charge upon available moneys in the Revenue Fund as provided in the Note Ordinance.

The City has reserved the right to redeem any or all of the outstanding notes of this issue on August 1, 1993, or on the first day of any month thereafter, at a price of 100% of the principal amount thereof plus accrued interest to the date of redemption.

Notice of any such intended redemption shall be given not fewer than 30 nor more than 60 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any bond to be redeemed at the address appearing on the Note Register. The requirements of the Note Ordinance shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the owner of any note. Interest on all of such notes so called for redemption shall cease to accrue on the date fixed for redemption unless such note or notes so called for redemption are not redeemed upon presentation made pursuant to such call. The Note Registrar shall not be required to register, transfer or exchange any note called for redemption within 20 days next preceding the date fixed for such redemption.

Portions of the principal sum of this note in installments of \$5,000 or any integral multiple thereof may also be redeemed in accordance with the provisions set forth above, and if less than all of the principal sum hereof is to be redeemed, upon the surrender of this note at the principal office of the Note Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum hereof, at the option of the Registered Owner, a note or notes of like maturity and interest rate in any of the denominations authorized by the Note Ordinance.

The City hereby irrevocably covenants and agrees with the Registered Owner of this note that it will keep and perform all the covenants of this note and of the Note Ordinance to be by it kept and performed. Reference is hereby made to the Note Ordinance for a complete statement of such covenants and for the definition of capitalized terms used herein.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Note Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and performed and that the issuance of this note and the notes of this series does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Gig Harbor, Washington, has caused this note to be signed with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City to be impressed or a facsimile thereof to be imprinted hereon, as of this 1st day of August, 1992.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

Section 4. Ratification. As amended by this ordinance, Ordinance No. 633 of the City Council, is hereby ratified, approved and confirmed.

Section 5. Effective Date. This ordinance shall become effective five days after its passage and publication as provided by law.

INTRODUCED ON _____, 1992 AND FINALLY PASSED by
the City Council of the City of Gig Harbor, Washington, at a
regular meeting thereof and approved by the Mayor of the City, on
this ____ day of _____, 1992.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting City Clerk of the City Council (the "Council") of Gig Harbor, Washington (the "City"), and keeper of the records of the City; and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. _____ of the City (the "Ordinance"), as finally passed at a regular meeting of the Council held on the _____ day of _____, 1992 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this ____ day of _____, 1992.

City Clerk

(SEAL)

CITY OF GIG HARBOR

RESOLUTION NO. _____

WHEREAS, the city finds it necessary to have on hand in the Police Department and in the Municipal Court, a small amount of cash in order to facilitate collection of receipts from the citizens;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, hereby RESOLVE as follows:

Section 1. The City Treasurer is hereby authorized to create two change funds of the City of Gig Harbor as follows:

\$100 to be used by the Police Department when making change for fingerprints, copies of reports, and permit sales; and

\$100 to be used by the Court when making change for payment of citations and court ordered payments.

PASSED this _____ day of _____, 1992.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 9/4/92
Passed by city council:



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

To: City Council and Mayor Wilbert
From: Mark Hoppen, City Administrator *MH*
Subject: New Puget Sound Regional Council Interlocal Agreement
Date: September 9, 1992

Attached is a new PSRC interlocal agreement which the City of Gig Harbor is being asked to authorize.

Essentially, this new agreement includes some new "statutory" members of the PSRC, including transportation agencies and ports. Specifically, these agencies are Washington State Department of Transportation, the Washington State Transportation Commission, the Port of Seattle, the Port of Tacoma, and the Port of Everett.

Also, this agreement establishes a new dues structure. Formerly, dues were paid as a proportional amount of each jurisdiction's general fund. This agreement calls for dues from local jurisdictions based on assessed property values and on population.

To specify the proposed change, the Regional Council would use the new methodology in Fiscal Year 1994 to assess cities' and counties' dues. Half of each jurisdiction's dues would be based on assessed value, the other half on population; jurisdictions with a population of 4,500 or less would pay a flat fee of \$400 or the actual assessment, whichever would be less.

The new statutory members will also contribute dues.

Recommendation:

This proposal is not much different than what Council signed previously, except that the dues structure has a reasonable cap for small jurisdictions. This is particularly reasonable in light of the weighted vote distribution, which provides us with scant representation. Recommend that the Mayor and City Attorney be authorized to sign the interlocal agreement, as required in the agreement, on behalf of the City.

**INTERLOCAL AGREEMENT FOR REGIONAL PLANNING
OF THE CENTRAL PUGET SOUND AREA**

This Agreement is entered into by and between the undersigned Counties, Cities and Towns, political subdivisions and municipal corporations of the State of Washington and federally recognized Indian tribes. This Agreement is made pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 R.C.W. and has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature page.

I. NAME AND PURPOSE

The purpose of this Agreement is to establish the PUGET SOUND REGIONAL COUNCIL, hereinafter called the "Regional Planning Agency," and the terms and conditions under which the parties shall participate in the activities of the Regional Planning Agency.

II. MISSION

The mission of the Regional Planning Agency is to preserve and enhance the quality of life in the central Puget Sound area. In so doing, it shall prepare, adopt, and maintain goals, policy, and standards for regional transportation and regional growth management in the central Puget Sound area, in accordance with federal and state law and based on local comprehensive plans of jurisdictions within the region. The agency shall ensure implementation in the region of the provisions of state and federal law which pertain to regional transportation planning and regional growth management.

III. ESTABLISHMENT OF REGIONAL PLANNING AGENCY; DURATION

This Agreement shall become effective upon execution by sixty (60) percent of all of the units of general government in King, Kitsap, Pierce, and Snohomish Counties, including the counties, representing three-quarters (3/4) of the population. This Agreement shall remain in force and effect perpetually or until terminated by member agencies which represent seventy-five (75) percent of the regional population.

IV. DEFINITIONS

For the purpose of this Interlocal Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have meaning prescribed to them within this section unless the context of their use dictates otherwise:

- (1) Member agency shall mean any public agency which is a party or becomes a party to this Interlocal Agreement and is a county, city, town or federally recognized Indian tribe.
- (2) Statutory member shall mean any public agency whose membership is required by a state or federal statute.
- (3) Public agency shall mean any city, town, county, public utility district, port district, fire protection district, school district, air pollution control authority, federally recognized Indian tribe, or metropolitan municipal corporation of this State, any agency of the State government or of the United States and any political subdivision of another state.
- (4) Board shall mean the Executive Board of the Puget Sound Regional Council.
- (5) State shall mean a state of the United States.
- (6) Region shall mean that territory physically lying within the boundaries of the counties of King, Pierce, Snohomish, Kitsap and any other member county.
- (7) Population shall mean that population of any general purpose local government that is a member agency last determined for each such member as certified by the State Office of Financial Management or its succeeding office of the State of Washington at the time of the signing of this document and on the first day of May of each year thereafter, except that the population of member counties shall be that population determined in the same manner for the unincorporated area of such county; and further that the population of Indian tribes shall be the latest figures established and certified by the Federal Bureau of Indian Affairs.
- (8) Regional population shall be determined by adding together the population of the member agencies.
- (9) Local comprehensive plan: A generalized coordinated land use policy statement of the governing body of a county or city that is adopted pursuant to state law.

- (10) Countywide comprehensive policy plan: A policy-based document (which reflects city and county comprehensive plans), establishing countywide goals and objectives to guide the development of local comprehensive plans for cities, towns, and the unincorporated areas within a county. The plan addresses issues of countywide significance.
- (11) Certification: A statement of verification that local or countywide plans and policies are consistent and coordinated with regional plans and policies covering issues of regionwide significance.
- (12) Consistency: A condition in which plans and policies affecting the area within the regional agency's jurisdiction are compatible and mutually reinforcing. Consistency is achieved when these plans, taken together, meet state requirements for consistency in local and regional plans.
- (13) Conflict resolution: A process initiated by the Regional Planning Agency upon review of local comprehensive plans or of countywide comprehensive policy plans, when the agency finds that such a plan appears inconsistent with the certifiable elements of the regional plan. In the process, parties agree to seek a mutually acceptable accommodation of their differences among themselves or, when required, with the assistance of an independent intervener or third party. The purpose of the process is to achieve consistency and, where applicable, to assure certification of the plan. If the parties cannot accommodate their differences, the conflict will be resolved by the board of hearing examiners described in Section 7(5) hereof.
- (14) Goal: Statement of an aim or desired outcome of a plan or planning process.
- (15) Growth management: A system for guiding, directing, limiting, and encouraging growth so that the demands for housing, infrastructure, and other growth support systems can be met. Growth management includes but goes beyond concern for natural systems, embracing also social, economic, and legal issues. At its best, a growth management system can and will separate urban and rural areas in a way that protects open space, farmland, and natural areas in the rural countryside, and provides for land, densities, and infrastructure to support needed residential, commercial, and industrial facilities.
- (16) Metropolitan Planning Organization (MPO): The agency designated by the United States Department of Transportation and the governor that is responsible, in cooperation with the State, for ensuring that

transportation planning is conducted through a "continuous, cooperative, and comprehensive (3-C) process." The process is stipulated in federal law.

- (17) **Minimum standard:** The quantitative or qualitative measure applied to an activity, task, or function to determine if the region is achieving expectations for a planning objective. Higher standards may be set for the same objective in local plans.
- (18) **Objective:** Statement of a concrete result to be obtained from a plan.
- (19) **Policy/Guidelines:** A statement establishing the framework within which actions to achieve objectives can be taken. A policy often specifies direction but is broad enough to allow alternatives to be evaluated.
- (20) **Regional growth management strategy:** A planning document that establishes a vision and policy on regional aspects of growth issues, including transportation, land use, open space, housing, economic development, and environmental concerns.
- (21) **Regionally significant transportation projects:** As defined by state law, such projects exhibit one or more of the following characteristics:
1. The project crosses boundaries of member jurisdictions;
 2. The project is or will be used by a significant number of people who live or work outside the county in which the project is located;
 3. Significant impacts from the project are expected to be felt in more than one county;
 4. Potentially adverse impacts of the project can be better avoided or mitigated through adherence to regional policies;
 5. Transportation needs addressed by the project have been identified by the regional transportation planning process and the remedy is deemed to have regional significance.
- (22) **Regional Transportation Planning Organization (RTPO):** An agency authorized under state law to develop and adopt a regional transportation plan, and to certify that the transportation elements of local comprehensive plans conform to requirements of state law and are consistent with the regional transportation plan. In urbanized areas, the RTPO is the same as the MPO.
- (23) **Sensitive areas:** These include the following areas and ecosystems: wetlands, groundwater aquifers, fish and wildlife habitat conservation areas, floodplains, geologically hazardous areas.

- (24) Setting categories of priorities: An annual or biennial evaluation by the regional agency of regionally significant transportation projects recommended for funding. Evaluation is made on the basis of general criteria, to establish regional preference for federal and state funding and construction among the recommended projects.
- (25) Urban growth areas: As defined in state law, areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature.
- (26) Vision: Statement of a desired future.

V. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership in the Regional Planning Agency shall be available to ~~all statutory members~~ and to the County and all City governments in King, Kitsap, Pierce, and Snohomish Counties. ~~and Membership by county and city governments is established by execution of this Agreement and payment of dues.~~
1. All federally recognized Indian Tribes within the jurisdiction area are eligible to petition for approval as members of the agency, with voting representation in the General Assembly.
 2. Special purpose governments and other State government agencies are eligible to petition for approval as members of the organization, but without voting representation in the General Assembly.
- B. General Assembly.
1. The General Assembly shall be composed of all elected officials representing the executive and legislative branches of cities, towns, and counties which are members of the agency, ~~and of~~ representatives of Tribal governments which are members, ~~and representatives of statutory members.~~
 2. The General Assembly shall make decisions when a quorum is present, and on the basis of a weighted vote of the ~~jurisdictions members~~, with the weight of each city and county jurisdiction vote as follows: total votes of all city and county jurisdictions within each county will be proportional to each county's share of the regional population. County government will be entitled to fifty (50)

percent of their respective county's total vote. City and town votes will be based on their respective share of the total incorporated population of their county. Indian Tribe vote will be based on their respective share of the regions' population. The vote of statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent on the matter of voting.

C. Executive Board.

1. The Executive Board shall be composed of statutory members and members of the General Assembly, representing the four counties and their cities.
2. The Executive Board shall make decisions when a quorum is present. Membership and Votes for member agency jurisdictions represented on the Board will be proportional to the total population within the regional agency's jurisdiction. Up to one vote in any such membership category may be split to achieve greater proportional representation. Votes for statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent.

Weighted votes shall be distributed as defined in Section V.B.2. - Weighted votes shall be used when requested by any member of the Executive Board and Representatives present shall cast the jurisdiction's total weighted votes. Initially, the Board membership and voting structures shall be established as follows:

	<u>Member Jurisdiction</u>	<u>Representatives</u>	<u>Votes</u>	<u>Weighted Votes</u>
King County:	County	4	4	275
	Largest City (Seattle)	3	3	144
	Other Cities/Towns	3	3	131
Kitsap County:	County	1	1/2	35
	Cities/Towns	1	1/2	35
Pierce County:	County	2	2	105
	Largest City (Tacoma)	2	1-1/2	75
	Other Cities/Towns	1	1/2	30
Snohomish County	County	2	2	85
	Largest City (Everett)	1	1	29
	Other Cities/Towns	1	1	56
Member Jurisdiction Totals		21	19	1000

Statutory Members:

Port of Seattle	1	1	50
Port of Tacoma	1	1	30
Port of Everett	1	1	10
State Transportation Commission	1	1	30
State Department of Transportation	1	1	30
Statutory Member Totals	5	5	150
GRAND TOTALS	26	24	1150

3. The distribution of county and city representation on the Board between and within counties shall be reconsidered every three years based on current population data provided by the State Office of Financial Management.
4. Member agency representatives on members of the Board shall be elected officials and shall be appointed by the local jurisdictions which they represent on the Board. Alternate member agency representatives to the Board may be designated who are elected officials and are of the same number as the authorized Board membership for each jurisdiction or group of jurisdictions. Appointment of statutory members and alternates shall be at the discretion of the appointing authority.
5. Members of the Board eligible to cast votes in the decision-making process of the Board shall be designated by the jurisdictions they represent at the beginning of each calendar year.

VI. GENERAL ORGANIZATION

- A. The agency shall be organized into a General Assembly, consisting of all voting members of the organization, an Executive Board of representatives of the voting members, and advisory boards and task forces as established by the Board.
- B. The General Assembly shall meet annually and otherwise at the request of the Board to elect officers from the Executive Board, and to review and ratify key decisions of the Board, such as the annual budget of the agency and essential policy documents, including the regional transportation plan and regional growth management strategy and amendments to them.

- C. The Executive Board which has been appointed to represent member agencies, shall carry out all delegated powers and managerial and administrative responsibilities between the meetings of the full Assembly.
- D. Key policy boards to advise the Executive Board on recommended changes in policy or new direction on regional transportation and regional growth management will be created by the Board.
 - 1. As directed by state law, the Board will establish a regional Transportation Policy Board to provide advice on regional aspects of transportation issues to the Executive Board and participate in agency policy making. It will include representatives of large and small employers in the region, the Washington State Department of Transportation (WSDOT), transit and port districts in the region, representatives of community and neighborhood organizations and other interest groups, and citizens at large, as well as representatives of cities, towns, and counties which are members of the organization and such statutory members as may be required from time to time.
 - 2. A regional growth management board will be similarly constituted and provide policy advice on regional aspects of growth management issues
- E. The Board shall establish such other standing committees or task forces as may be required to provide advice and recommendations to the Board.
- F. The Board shall hire an Executive Director who shall be subject to direction of the Board. The Executive Director shall hire necessary staff consistent with the agency's annual budget. The Board is authorized to contract for professional services to meet other support needs that may arise and otherwise enter into contracts and acquire, hold and dispose of personal and real property as necessary.

VII. FUNCTIONS/AUTHORITY

- A. Transportation. In meeting its responsibilities for regional transportation planning, the Agency shall:
 - 1. Produce a Regional Transportation Plan (RTP), as prescribed by federal and state law and regulations and based on local comprehensive planning. The RTP will establish planning direction for regionally significant transportation projects, as defined in state law and shall be consistent with the regional growth management strategy.

The RTP will cover major highways and roads, regional transportation connectors (bridges and tunnels), ferry systems, public transit systems, airports, seaports, and other regional transportation facilities. It will address transportation system demand management, levels of service, and capital investments.

The RTP will also include regional High-Capacity Transportation (HCT) plans, and impacts of urban growth on effective HCT planning and development, as prescribed in state law.

2. Through the RTP, establish regional transportation policy and, in cooperation with the state transportation department, set minimum standards for state government to integrate in its transportation planning and for local governments to reflect and include in the preparation of transportation elements of local comprehensive plans.
3. Carry out MPO functions as prescribed for federally funded projects in the region. These functions include preparation of an RTP, an annual work program, and a six-year capital plan (with an annual element).

As an MPO, manage right-of-way preservation proposals for highway and high-capacity transportation development to assure conformance with the RTP and associated regional development strategies.

4. Carry out RTPO functions as prescribed by state law. These functions include preparation of an RTP covering regionally significant transportation projects, as well as these other functions mandated by state law:
 - a. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.
 - b. Certify that transportation elements of comprehensive plans adopted by counties, cities, and towns conform with comprehensive planning provisions of state law.
 - c. Certify that all transportation projects within the region that have a significant impact upon regional facilities or services are consistent with the RTP.

d. In cooperation with the State Department of Transportation, Identify and jointly plan improvements and strategies within those corridors which are important to moving people and goods on a regional or statewide basis.

5. In the case of certification of transportation elements of all local comprehensive plans for consistency with the Regional Transportation Plan (RTP), the Board shall direct staff to review plans and recommend certification.

If staff does not recommend certification because of inconsistencies with the RTP, the local government(s) involved shall be notified, and the affected party or parties may appeal the staff recommendation to the Board for resolution. Upon receipt of an appeal, the Board will direct that a board of hearing examiners be constituted from the membership of the Executive Board to resolve the conflict, establishing consistency with the RTP, and allowing for certification.

6. Determine categories for priorities for the region among recommended regionally significant transportation projects, and forward those priorities to the State Department of Transportation for review in the development of state transportation funding programs.

7. Review and comment in the NEPA/SEPA process on proposed actions with potential significant impact on the implementation of the RTP.

B. Growth Management. The agency shall maintain VISION 2020 as the adopted regional growth management strategy. The regional growth management strategy shall be based on and developed from local comprehensive planning and address only regional issues including transportation, open space, air and water quality, economic development and regional facilities.

C. Countywide Comprehensive Plans. One year after adoption of this Agreement, a process for the regional review of countywide plans (which reflect city and county comprehensive plans) for consistency with the adopted regional growth strategy and/or the regional transportation plan shall be considered by the governing Board of the new Regional Council.

D. Regional Data Base Development. The agency shall provide for establishment and maintenance of a regional data base to:

1. Support development of the RTP and regional growth management strategy;

2. Forecast and monitor economic, demographic, and travel conditions in the region;
 3. Develop the data base jointly with relevant state agencies for use in the region by local governments and the State of Washington.
 4. Respond to data prepared by the State Office of Financial Management.
- E. Technical Assistance. As requested, the agency shall provide technical assistance to local, state and federal governments through regional data collection and forecasting services, consistent with the mission and functions of the agency.
- In addition, the agency may provide general planning assistance, consistent with the mission and functions of the agency, to small cities and towns which are members of the agency and which request help to complete planning work they are unable to staff or fund.
- F. Discussion Forum. The agency may provide a forum for discussion among local and state officials and other interested parties of common regional issues.

VIII. RELATIONSHIP OF REGIONAL PLANNING AGENCY TO LOCAL AND STATE GOVERNMENTS

- A. Planning preparation: In a collaborative process with citizens of the region, interested groups and organizations, and local, regional and state government, the regional agency prepares the RTP and a regional growth management strategy. After public review and adoption by the Regional Planning Agency, these documents establish a vision and goals for growth and mobility in the central Puget Sound region.

The RTP and the regional growth management strategy are based on direction of state law and based on and developed from local comprehensive plans.

IX. FUNDING OF AGENCY ADMINISTRATION/OPERATIONS

- A. State and Federal Funding. Appropriations from the State through WSDOT to the Regional Planning Agency are to be provided as defined and authorized in state law. The Board is authorized to seek additional state funding as may be necessary. The agency will receive federal assistance through Urban

Mass Transportation Administration (UMTA), Federal Highway Administration (FHWA), and Federal Aviation Administration (FAA) Airports Systems planning funds, and other appropriate federal sources.

- B. Local Funding. ~~All local general purpose governments within the agency's area of jurisdiction~~ Dues of member agencies, statutory members and associate members shall be established by the Executive Board. All city and county members shall pay dues, as established by the Board, based proportionally on a formula to include their population and size of general fund budgets of member jurisdictions ~~that~~ assessed valuation.
- C. Other Funding. The agency Board may contract on a fee-for-service basis with non-member agencies which request special services and with member agencies which may seek additional services.
- D. The Board shall establish the annual budget and the amount of dues necessary to support the functions of the Regional Planning Agency. Dues will be paid on July 1 of each year.

X. AMENDMENTS

- A. Amendments to this Agreement may be proposed by any city or county and shall be considered by all members upon recommendation by the Board. The Agreement shall be amended by adoption of affirmative resolutions by all of the prior signators.
- B. In the event 60 percent of all units of general government in King, Kitsap, Pierce, and Snohomish counties, including the counties, representing at least seventy-five percent of the regional population become signators to a new agreement involving substantially the same subject matter as this Agreement, this Agreement shall terminate.

XI. MERGER

This Agreement merges and supersedes all prior discussions, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XII. WITHDRAWALS; DISSOLUTION

- A. ~~Except as provided;~~ Any member agency shall have the right to withdraw from this Interlocal Agreement by giving written notice, six months prior to the annual assessment, to the Executive Board.
- B. The members ~~counties and major cities that are parties to this Interlocal Agreement~~ agree that withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements which exist between the State of Washington or the federal government and the Regional Planning Agency at the time of withdrawal.
- C. Upon termination of this Agreement any money or assets in possession of the Regional Planning Agency after payment of all liabilities, costs, expenses, charges validly incurred under this agreement, shall be returned to all contributing governments in proportion to their assessment determined at the time of termination. The debts, liabilities, and obligations of the Regional Planning Agency shall not constitute a debt, liability or obligation of any member agency.

XIII. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XIV. STATE RELATIONSHIP

A copy of this Agreement shall be filed with the State Department of Community Development.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Councilmember Jim Street, President

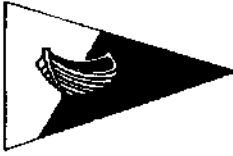
Title:

Attest

Date: _____

Approved as to Form:

Deputy Prosecutor or City Attorney



City of Gig Harbor. The "Maritime City."

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

To: Council members and Mayor Wilbert
From: Mark Hoppen, City Administrator *Mark*
Subject: Inter-agency Park Agreement
Date: September 9, 1992

The various park jurisdictions on the Peninsula have been meeting throughout the summer to develop a cooperative agreement which will facilitate master planning for parks on the Peninsula.

Coordination is the focus of this agreement. Each agency will retain its own power of authorization. The hope is that consensus can be reached between jurisdictions, and that the population of each jurisdiction will have better services than would be experienced if the various jurisdictions went their own ways.

Recommendation:

Approve participation with other park jurisdictions in the inter-agency agreement and have Mayor Wilbert sign the agreement on the City of Gig Harbor's behalf.

**INTER-AGENCY AGREEMENT BETWEEN CITY OF GIG HARBOR,
KEY PENINSULA PARKS & RECREATION DISTRICT,
PENINSULA PARKS & RECREATION DISTRICT, PENINSULA SCHOOL
DISTRICT, AND PIERCE COUNTY PARKS,
RECREATION & COMMUNITY SERVICES DEPARTMENT.**

THIS INTER-AGENCY AGREEMENT is entered into this day, by and between the City of Gig Harbor, Key Peninsula Parks & Recreation District, Peninsula Parks & Recreation District, Peninsula School District, and Pierce County Parks, Recreation & Community Services Department, pursuant to RCW Chapter 39.34.

WHEREAS, the Greater Gig Harbor/Peninsula/Key Peninsula area of Pierce County, Washington, is presently in need of a comprehensive parks and recreation master plan serving its residents; and

WHEREAS, at the present time, at least five public entities, the Peninsula School District, the City of Gig Harbor, the Peninsula Parks and Recreation District, the Key Peninsula Parks and Recreation District, and the Pierce County Parks, Recreation & Community Services Department, possess jurisdictional responsibility for the planning, development, and management of parks and recreation resources in this area; and

WHEREAS, through the action of their respective Boards of Directors, the Gig Harbor/Peninsula Chamber of Commerce, the Peninsula School District and the Peninsula Park & Recreation District are supporting the development of a comprehensive parks and recreation master plan including development of a community center(s) concept by endorsing the creation of a coordinating committee containing designated representatives from each entity; and

WHEREAS, the Peninsula School District has published a study of community use of school facilities, future needs, and financing, and is developing a comprehensive master plan addressing future educational facility needs; and

WHEREAS, the City of Gig Harbor has initiated a parks and recreation needs assessment and the development of a plan addressing parks and recreation needs within its jurisdiction; and

WHEREAS, the Pierce County Parks, Recreation & Community Services Department has completed a telephone survey of parks and recreation needs and is desirous of developing a master plan also addressing parks and recreation needs in the greater Gig Harbor/Peninsula area; and

WHEREAS, both the Peninsula and Key Peninsula Parks & Recreation Districts are desirous of developing parks and recreation facilities, programs and services for residents of their respective districts; and

WHEREAS, each of the five parties listed above is committed to the development of plans addressing parks and recreation resources and programs, and have determined it is logical and appropriate that these parties work together to develop and implement a common parks and recreation master plan which can serve the needs of the public while avoiding costly duplication; and

WHEREAS, each of the parties has determined that it is within the best interest of the public, particularly considering competition for scarce funding, for the parties to commit to work collaboratively with each other, their respective staffs, and governing boards in the development and implementation of a common parks and recreation master plan.

NOW THEREFORE, is hereby agreed by all parties:

1. The parties will work together collaboratively to jointly develop, adopt, and implement a comprehensive parks and recreation master plan serving the greater Gig Harbor/Peninsula/Key Peninsula area. This master plan will be jointly developed and implemented via collaboration by each party's respective staffs, boards, and volunteers. The parties agree to allocate responsibility for development of specific portions of the master plan amongst themselves based upon mutually agreed upon assignment of responsibilities, considering the availability of staff and other resources.
2. The parties agree to share any and all data as may be currently available or compiled in the future, and develop a common database for future upgrading of the master plan and eventual implementation schemes.
3. The parties agree to jointly solicit public input into the master plan development process and final document as may be appropriate.
4. The parties agree to obtain endorsement and support for the plan by their respective governing bodies.
5. The parties agree to jointly present the plan to the general public and to their respective constituencies, and to jointly work toward the development of a high level of public support for its content and implementation.
6. The parties agree to jointly develop community-based and outside funding for plan implementation, to include, but not be limited to, school district bonds, park district maintenance and operation levy, city and county funds, foundation sources, private individuals, contributions, and other sources.
7. The parties agree to jointly develop common governance, management, planning and other appropriate bodies and systems which integrate government, the user public, and other participating entities in a coherent manner.

8. The parties agree to develop a common implementation plan, specifying the respective roles, and responsibilities of each party, including but not limited to, resource ownership, management, operation, maintenance and financial support.

9. This agreement shall commence on the date of signature and continue until _____

_____.

Any party may withdraw by serving thirty days written notice on all of the remaining parties.

This agreement has been reviewed by each of the participating parties and approved by their respective governing body as noted by the authorizing signatures below.

SIGNED _____ day of _____, 1992

CITY OF GIG HARBOR

PENINSULA SCHOOL DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to Form Only

Assistant City Attorney

PIERCE COUNTY

KEY PENINSULA PARKS & RECREATION DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Recommended by:

PENINSULA PARKS & RECREATION DISTRICT

Director, Pierce County Parks,
Recreation & Community Services
Department

By: _____

Approved as to Form Only:

Its: _____

Deputy Prosecuting Attorney

Date: _____



C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 9/03/92

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 11/30/92

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 ISEMAN, INC.	HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	B C E F





DENNIS RICHARDS
Chief of Police

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

MONTHLY POLICE ACTIVITY REPORT

AUGUST

DATE: 09-01-92

	<u>AUG</u> <u>1992</u>	<u>YTD</u> <u>1992</u>	<u>YTD</u> <u>1991</u>	<u>%CHG TO</u> <u>1991</u>
CALLS FOR SERVICE	<u>340</u>	<u>2049</u>	<u>1724</u>	<u>+ 18</u>
CRIMINAL TRAFFIC	<u>53</u>	<u>240</u>	<u>162</u>	<u>+ 48</u>
TRAFFIC INFRACTIONS	<u>78</u>	<u>627</u>	<u>718</u>	<u>- 12</u>
DWI ARRESTS	<u>3</u>	<u>36</u>	<u>52</u>	<u>- 30</u>
FELONY ARRESTS	<u>4</u>	<u>44</u>	<u>50</u>	<u>- 12</u>
MISDEMEANOR ARRESTS	<u>25</u>	<u>149</u>	<u>90</u>	<u>+ 65</u>
WARRANT ARRESTS	<u>17</u>	<u>72</u>	<u>57</u>	<u>+ 26</u>





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

To: City Council, Mayor Wilbert, and Department Heads
From: Mark Hoppen, City Administrator
Subject: Public Budget Workshop
Date: 9/1/92

We are scheduling a public information gathering workshop for Wednesday, September 16, 1992 at 7:00 p.m. in the Council Chambers. (The previously scheduled public information gathering meeting will not take place.)

The public is encouraged to attend this workshop to share needs and suggestions which could contribute to the formation of the 1993 City of Gig Harbor budget. This meeting is not part of the formal budget hearing process which will take place later in this year, but is part of the City of Gig Harbor's desire to develop a complete picture of public interests relative to the 1993 budget.

