

GIG HARBOR CITY COUNCIL MEETING

OCTOBER 12, 1992

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





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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
OCTOBER 12, 1992

2:15
PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

6:00
OLD BUSINESS:

- 17:45* 1. Rainier Cable Commission.
2. East-West Road.

8:00
NEW BUSINESS:

- 19:15* 1. SUB90-02: Greyhawk subdivision final plat approval.
- 11:00* 2. Canterwood utility extension agreement.
- 11:00* 3. Support for transit service area expansion.
- 11:00* 4. Liquor license renewal.

DEPARTMENT MANAGERS' REPORTS:

- 11:15* 1. Planning.
- 11:30* 2. Police.
- 12:15* 3. Public Works.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Committee selection.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF PAYROLL:

2:30
APPROVAL OF BILLS:

EXECUTIVE SESSION:

1. Personnel issues.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 28, 1992

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

PUBLIC COMMENT/DISCUSSION:

(Public comment came later in the council meeting due to a mix-up regarding the sign-up sheet)

1. James Boge spoke regarding his concern for motorists using excessive speed on the newly paved section of Soundview Drive. Council suggested that additional speed limits signs be posted at the detour sections to assure motorists know the limit. The Public Works Director will be notified.

CALL TO ORDER: 7:07 p.m.

PUBLIC HEARINGS:

1. **ANX91-07: Tallman Annexation (pre-annexation zoning).**
Planning Director Ray Gilmore gave a brief overview of the zoning recommendation proposed by the applicant, the modified proposal presented by staff, and the recommendations made by the Planning Commission for the annexation area.

Geoff Moore, Director of Planning for PacTech and representative for the Tallman Annexation, presented the project and spoke about zoning concerns. He spoke in favor of the Conservation Easement and staff recommendation for use of B-2 zoning, but was generally opposed to the Planning Commission's RB-1/R-1 zoning recommendations, which would make existing businesses non-conforming. He supported the 35' height limitations, and a 150 foot, low density zoning bordering the housing developments. He described the interchange as being a major entrance to the city and how annexation would allow the city to exercise control over the development and aid in economic aid for the city through additional tax base.

Councilman Corbett Platt voiced concern about why the existing businesses would want to join an annexation process that represented them as non-conforming. Mr. Moore explained these businesses were originally in conformance under the first annexation proposal, but Planning Commission's changes would leave them non-conforming. Mayor Wilbert then opened the floor for public discussion.

Tom Morfee, Executive Director of PNA, voiced concerns that this project has significant similarities to the Westside Annexation, namely the use of the Westside Commercial Zoning designation. He stated support for the 35' height limitation proposed and wanted any reference to conditional use for additional height struck from the proposal. He

voiced concern for the R-1 zoning usage next to the freeway. He didn't feel it belonged there, but also didn't believe the WSC zoning did either due to the lack of density limits. Mr. Morfee stated that the B.R.B denied Westside on the zoning issue. He added concerns for added traffic impacts at the interchange and adjacent neighborhoods due to the proposed zoning. He mentioned the organization would like a portion of the property be designated for a park, and offered to submit a zoning package recommended by PNA to be presented to Council for consideration along with the others.

Councilman Markovich voiced his appreciation that PNA wanted the land used as a park, but wondered if PNA opposed city growth overall, and asked just what kind of businesses they wouldn't object to in this area. He stated this area was evaluated in the 1986 Comp Plan as a major interchange and the most likely place for commercial growth.

Mr. Morfee offered the traffic problems at the Olympic Interchange as a model for what could occur with this project and suggested Gig Harbor North as an appropriate area for growth.

Councilman Frisbie asked what time frame PNA could present their zoning proposal. Mr. Morfee stated within ten days.

Chris Knudson read a prepared statement asking if the city was prepared to face the moral and legal ramifications of the traffic impacts this project could present. She stated her concern for the death of yet another peaceful neighborhood and asked the project be zoned as to protect the land, trees, and adjacent neighborhoods.

James Armando stated he was sad to see what was being proposed, and since he just moved here to escape the crime and congestion of Tacoma/Tukwila, said he wanted Gig Harbor to remain a tourist/family town. He spoke of the loss of a native tributary for cutthroat trout and was concerned that the deer, bears, and other wildlife would be displaced by this proposed zoning.

Michael O'Connor raised two points. First, the WSC zoning was repugnant to adjoining residents due to density, and second, couldn't the Planning Commission propose zoning that everyone would be able to live with. He suggested that the people living in the area should be first priority.

Doug Smith brought a letter to be left with council. He spoke of concerns regarding the road entering the property,

namely the amount of fill allowed by the Corp of Engineers and the lack of buffer. He was afraid of the amount of traffic that would filter from what he portrays as a four lane road, into the adjacent neighborhoods. He spoke in favor of houses and a park.

Susan McAlexander challenged Councilmember Jeanne Stevens-Taylor to withdraw from this issue due to her involvement with proponents of the project through the Peninsula Coalition for Responsible Growth. She felt an objective decision couldn't be made due to conflict of interest. A handout was passed around and attached to these minutes for the record. Mayor Wilbert stated that it would be dealt with by Council and a ruling made. Ms. McAlexander went on to state that they moved to the Gig Harbor for the area's appeal and was disappointed that no effort to accommodate the neighbors' wishes had been made. She asked if anyone had considered what would happen to the downtown business district if this proposal was allowed to go through.

James Richardson stated he has lived in the area for ten years and is located four blocks away from the proposed project. He showed support for staff's recommendation and added that the Planning Commission's zoning recommendation should be rejected. He doesn't see the project as a detriment to his neighborhood and that it was the correct usage for that interchange. With the annexation, city would have control of the development through site plan review and urged Council to adopt and stay with Staff proposal.

Councilman Platt made the point that the Planning Commission members volunteer their time and are working for the better of everyone.

Sandra Schualic also spoke of her concern of the road adjacent to her property and the lack of buffers. She added that the trees that were to be replaced by Mr. Tallman had yet to be planted.

Edna Fisk voiced concern that Hoover road would become a back delivery route for this project. She added that she and her husband were interested in buying the property in this project 20 years ago, but found it was an unsuitable peat bog and stated concerns for its stability.

Dr. McAlexander added comments about how there are two sides to this proposal, the people who live in the area and the proponents / councilmembers. He stated there is plenty of commercial property in the downtown, Olympic Village, Pt. Fosdick and Fisherman's Village area and that is where it

should stay. He suggested the Parks Commission, Rotary, and other organizations pull together to develop a recreation area at this location.

Geoff Moore spoke again to address concerns. He clarified misinformation regarding the road and buffers. He extended an invitation to council and the public to open the property for inspection.

City legal counsel, Wayne Tanaka, reminded councilmembers that if three or more of them were to meet, it would be considered an official gathering, and warned them against speaking to neighbors or the applicant outside the public hearing process. He advised that comments could be submitted in writing and further comments can be made at the November 9th, second public hearing.

Councilman Markovich voiced his opinion that council had some hard decisions to make, and added it was his first public hearing to attract so much public response. He said the city had no money to buy parks due to the small tax base, and extended an invitation to the Cedarcrest and Sunnybrae neighborhoods to join the annexation process so they could be involved in preserving land for parks.

Mayor Wilbert closed the public portion of the hearing at 8:47. Mr. Gilmore commented on the show of support of the community, and reinforced that this hearing was for zoning options, and the annexation itself wouldn't be considered until the November 9th meeting.

Mr. Tanaka explained council options regarding the challenge for Councilmember Taylor to withdraw, and will provide legal opinion in writing before the next meeting.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of September 14, 1992.
English/Platt - unanimously approved.

CORRESPONDENCE: None scheduled.

OLD BUSINESS:

1. Ordinance amending Ordinance #633 (ULID #3 Bond Anticipation Note interest payment due date) - 2nd reading.

MOTION: To approve ordinance amending Ordinance #633.
Frisbie/English - unanimously approved.

2. Professional Services Agreement - GMA Visioning/Public Forums.

Ray Gilmore presented a revised proposal from McConnell Burke and a second proposal from Beckwith and Associates. Councilman English commented on the good job done by Beckwith previously.

Kae Paterson, Larry Storsett and Debra Vosburgh, Planning Commission members, all spoke in favor of hiring a professional to perform the study.

MOTION: To approve a professional services contract with Beckwith Consulting Group for \$13,000 for the Community Visioning Program.
English/Stevens-Taylor - unanimously approved.

NEW BUSINESS:

1. Pacific Rim Utility Extension Agreement.

Mark Hoppen presented the agreement and answered questions. After discussion pertaining to clarification of the language regarding connection charges, Councilman Platt commented that he thought the idea was to not extend services without annexation. Councilman Frisbie noted that this property couldn't be required to annex without other parcels because of its lack of proximity to city boundaries. It was agreed that the city's ability to fund sewer improvements and the relation of this to outside users fees needed to be documented. Mr. Hoppen said a report of this type is being prepared and should be available in the near future.

MOTION: To approve the extension agreement and clarify language in paragraph 9 regarding connection fees.
Frisbie/Markovich - 3 in favor, Platt and English voting against.

2. Pierce County Regional Council Interlocal Agreement.

Mayor Wilbert presented the agreement and stated it is imperative that cities work together to insure continuity within the county and establish a network of communication. She added this organization has the blessing from Pierce County.

MOTION: To authorize the Mayor to sign the interlocal agreement.
Markovich/English - approved by a vote of 4 - 1 with Frisbie abstaining.

DEPARTMENT MANAGERS' REPORTS: None Scheduled.

MAYOR'S REPORT:

1. Tacoma City Council meeting of September 15, 1992.
Bob Frisbie commented that he liked the Mayor's report, and thought the attachments were great.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Was agreed to meet to facilitate the visioning process before the next Shoreline Master Program meeting. No specific date was announced.

APPROVAL OF BILLS:

MOTION: To approve payments of warrants #9453 through #9500 with the exception of #9456 which was used as a leader in the amount of \$20,498.95.
Platt/English - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session at 9:40 p.m. for legal purposes to discuss Vacation of Sellers Street.
English/Stevens-Taylor - unanimously approved.

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

MOTION: To adjourn at 9:50 p.m.
Markovich/English - unanimously approved.

Cassette recorder utilized.
Tape 289 Side B 303 - end
Tape 290 Side A 000 - end
 Side B 000 - end
Tape 291 Side A 000 - end
 Side B 000 - 052.

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: Council Members and Mayor Wilbert
From: Mark Hoppen, City Administrator *MH*
Subject: Rainier Cable Commission
Date: October 9, 1992

I now see distinct benefits to forming a commission like this, although I believe that this commission will expend an inordinate amount of time in process issues. This agreement does a better job than previous communications of articulating the services this commission would provide. As I understand it, the fee for membership would never exceed our current 5% franchise fee. If we join, the initial contribution would be 10% of our existing revenues from the franchise fee (.5% of our cable franchisee's gross yearly revenues).

Recommendation:

Approve participation in the Rainier Cable commission, and request the Mayor, City Administrator, and City Attorney to sign the Interlocal Cable Television and Communications Services Cooperation Agreement (Rainier Cable Commission), if approved as to form by the City Attorney.



Pierce County

Office of the County Council

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RECEIVED
SEP 9 1992
CITY OF GIG HARBOR

September 8, 1992

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

RE: Rainier Cable Commission

Dear Mayor Wilbert: 

We've finally made it! Attached is a copy of the final proposal forming the Rainier Cable Commission.

The Pierce County Council passed this proposal at its meeting on August 25, 1992. This version of the Rainier Cable Commission Interlocal Agreement was agreed upon by all parties and should be passed by any jurisdiction interested in joining the Commission. If you have already passed a similar proposal, you will need to pass this version as a substitute. It has taken a long time to reach this important step, but we are sure it will be well worth the wait.

Our first meeting is scheduled for 7:00 p.m. on September 16, 1992, in the Municipal Services Center, 1224 South "K" Street. For those of you who have not joined the Commission yet, we encourage you to do so. If you decide not to become a member of the Rainier Cable Commission now, we invite you to be our guest at the meeting on September 16. We hope everyone will decide to join us.

If you would like me or anyone else on the Commission to come out and talk with your Council, I would be more than happy to arrange it. This is really going to be a milestone and a new cooperation with other counties, cities, towns, and our Cable TV friends!

Sincerely,


Cathy Pearsall-Stipek

CPS:cjm

1 FILE NO. 80A

PROPOSAL NO. R92-119

2 Sponsored by Councilmember Cathy Pearsall-Stipek

3 RESOLUTION NO. _____

4 A RESOLUTION OF THE PIERCE COUNTY COUNCIL APPROVING AND AUTHORIZING
5 THE EXECUTIVE TO EXECUTE AN INTERLOCAL COOPERATION
6 AGREEMENT FOR THE ADMINISTRATION OF CABLE TELEVISION
7 FRANCHISES AND CREATING THE RAINIER CABLE COMMISSION.

8 WHEREAS, the Pierce County Council finds it to be in the best
9 interest of the public to enter into an Interlocal Agreement with
10 cities, towns, and counties within the State of Washington for the
11 purpose of administrating cable television franchises; and

12 WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Act,
13 authorizes the formation of such a commission; NOW, THEREFORE,

14 BE IT RESOLVED by the Council of Pierce County:

15 Section 1. The Interlocal Cooperation Agreement for the
16 administration of cable television franchises and creating the
17 Rainier Cable Commission, as set forth in Exhibit "A", attached
18 hereto and made a part hereof by this reference, is hereby approved
19 and the Executive is authorized to execute it on behalf of Pierce
20 County.

21 PASSED this 25th day of August, 1992.

22 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

23 Sandy Bassett, Acting
24 Clerk of the Council

[Signature]
Council Chair

25 Approved As To Form Only:

26 [Signature]
27 Chief Civil Deputy
28 Prosecuting Attorney

**RAINIER CABLE COMMISSION
INTERLOCAL CABLE TELEVISION
AND COMMUNICATION SERVICES COOPERATION AGREEMENT**

This document sets forth the general terms and conditions which are to be incorporated in and become a part of the agreement between the local jurisdictions electing to participate and become a party hereto.

WHEREAS each party signing this Agreement has the authority and responsibility to issue and oversee cable television franchise agreements; and

WHEREAS appropriate measures should be taken at all levels of government that will have as their goals the expansion and providing of the best cable television service at the lowest rates to users; the implementation and adoption of strategies that will foster full competition in all market areas within cities and towns and throughout Pierce County, and that will encourage development of new networks, expansion of channel capacity and the implementation of new technology to make available better and more diverse services to users; and

WHEREAS each party joining in this Agreement wishes to cooperate with other governments and thereby to provide its citizens the best possible cable television oversight, regulation, and community programming services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of cable television in its respective community; and

WHEREAS it is apparent that Pierce County and the cities and towns in the County need to pool information and resources in order to more effectively deal with issues pertaining to cable television and that the creation of the Rainier Cable Commission as an advisory cable television commission is an appropriate mechanism to assist the parties in undertaking such a cooperative effort;

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it hereby agreed as follows:

THIS AGREEMENT is made by and between the undersigned governmental entities (hereafter referred to as "Parties," "Members," or "Local Jurisdictions"). This Agreement is made pursuant to the Interlocal Cooperation Act, RCW 39.34, et seq., and the General Laws of the State of Washington. This Agreement shall take effect upon the date of its filing with the Secretary of State in accordance with the provisions of RCW 39.34.040, after the Agreement has been executed by at least two Local Jurisdiction Members.

Section 1. General Purpose.

The purpose of this Agreement is for the participating parties (hereafter referred to as "Parties, Members or Local Jurisdictions") to cooperate in developing and sharing expertise and information related to cable television; the negotiation and obtaining of franchise and other agreements with cable television companies which will best serve the public interest; the planning and development of shared use of communication systems between members; and to advise Members regarding public, education and municipal communication services, including video, voice and data services on the cable systems serving the Local Jurisdiction Members; the establishment of a mechanism and process for funding; and the creation of an advisory commission ("Rainier Cable Commission") to assist and provide guidance in the implementation of the purposes of this agreement, in the allocation of funding therefor, and in the scope of services to be provided by the City of Tacoma, by other Members, or by outside consultants.

Section 2. Establishment of Commission.

A. Establishment of Rainier Cable Commission. A joint advisory commission of the City of Tacoma, the County of Pierce, and of those Washington cities, towns and counties who become parties to this agreement is hereby established to serve as an advisory body to the Members, to be known as the "Rainier Cable Commission" and hereafter referred to as the "Commission."

B. Functions of Commission. The functions of the Commission shall be as follows:

1. Endeavor through research and cooperation with a wide spectrum of public and private entities to develop expertise in the cable television field, and share this expertise and information with its members. This endeavor shall include but is not limited to research on the magnitude of non-competitive cable service being provided, any failure of television cable companies to comply with the terms of their franchise agreements, the effects thereof, and the development of recommended strategies that will foster the providing of state-of-the-art cable services at the lowest price to users, which strategies may include municipal ownership and operation.
2. Develop and maintain a central data bank and make available expert advice to each Member on cable television matters.
3. Study and advise each Member regarding an exercise of that jurisdiction's cable television franchise powers and advise and assist in the preparation and enforcement of franchises and related agreements or ordinances upon request.
4. Take specific action on behalf of individual Members as authorized or to recommend specific actions for individual Members

to take in regard to the provision of cable television services and to the regulation and oversight of cable television activities and operators.

5. Provide a forum for intercommunication and consultation among the Members and to provide an opportunity for joint sharing of the expenses, data, expertise, experiences and plans of each of the Members on cable television matters.

6. If requested by a Member, provide, through staff or consultants to be made available under this Agreement, for the soliciting, reviewing and analyzing of cable television proposals, modifications, transfers and renewals and for negotiating the proposed franchise terms with applicants, and for other actions relating to monitoring and enforcing cable operator compliance with cable franchises and related agreements.

7. Provide advice and recommendations as to agreements between Members for the production of programming for public and municipal purposes.

8. Provide information and advice to Members in regard to the obligation of cable operators under federal, state and local laws.

9. Prepare a model cable television ordinance and franchise agreement for consideration by each of the local jurisdictions and provide a means for the local jurisdictions to act jointly on cable television matters.

10. Recommend to the respective Members the manner in which supporting staff for the Commission should be provided, and make recommendations from time to time as to the employment of outside consultants in the providing of expert and technical services to Members.

11. Perform such other duties and functions as prescribed by this Agreement.

C. Representation. Representation on the Commission shall consist of the following:

1. Two persons appointed by the Mayor of Tacoma and confirmed by the Tacoma City Council.

2. Two persons appointed by Pierce County, one selected by the Pierce County Executive and one by the Pierce County Council.

3. One person each appointed by the governing body of each city or town in Pierce County or other Washington city, town or county which has executed this agreement.

4. Each representative may select respective alternate representatives who may attend all meetings and shall act in the absence of the primary representative. Each representative shall have one vote on any decision made by the Commission.

5. The appointment of a person to the Commission shall only be effective after the appointing authority shall have (1) adopted a resolution or ordinance authorizing execution of this agreement; (2) adopted a resolution or ordinance appointing such person or persons to the Commission; and (3) delivered a copy of such resolutions or ordinances to the other Members along with a copy of this agreement executed by the government's proper officer(s) pursuant to authority conferred by its governing body.

D. Term of Office of Representatives. The term of office of the representatives of the Commission shall be for two years and representatives may be reappointed in the discretion of the appointing jurisdiction. At the expiration of a term, a representative may continue to serve until a successor is appointed and assumes the duty of office. Only those jurisdictions which have executed this agreement may appoint representatives to the Commission or receive any of the services provided hereunder.

E. Termination of Membership. The term of any representative of the Commission shall automatically terminate upon the lapse or termination of this agreement as to the jurisdiction appointing such representative. Any Commission representative appointed may be removed prior to the expiration of the representative's term by majority vote of the legislative body of the appointing authority. Vacancies on the Commission shall be filled by the applicable appointing authority for the unexpired term.

F. Meetings of the Commission. Meetings of the Commission shall be conducted in compliance with the Washington State Open Public Meetings Act (RCW 42.30) as applicable. The Commission shall establish a regular time and place of meeting and shall hold at least six regular meetings a year. Special meetings of the Commission may be called at any time, subject to the requirements of applicable law and the procedures adopted by the Commission. The Commission shall adopt by-laws as soon as possible after its first organizational meeting, which shall, at a minimum, specify the following:

1. The frequency of regular meetings;
2. The methods and manner of calling special meetings;
3. The method, term and manner of election of officers;
4. The definition of a quorum; and
5. The designation of the depository and official custodian of the minutes and records of the Commission.

G. President and Vice President of the Commission. The Commission shall elect one of its representatives president and one of its representatives vice president. Each shall hold office for one year until his/her successor is elected, unless his/her term as a representative of the Commission sooner expires. The president and vice president shall be elected at the first meeting of the Commission in 1992, and thereafter election shall take place at the last regularly scheduled meeting of each year. In the absence or inability of the president to perform his/her duties as president, the vice president is authorized in his/her stead to perform and carry out all the duties and obligations of the office of president.

H. Organization and Procedure. The Commission may make and alter any rules and regulations governing its organization and procedures not inconsistent with this agreement or any applicable law. A majority vote of the representatives present will be required to take any action. The Commission shall keep an accurate record of its proceedings and transactions and shall submit an annual report to each Member. All minutes of the Commission meetings shall be filed with the Tacoma City Clerk or such other depository as approved by the Commission. Copies of the minutes shall be transmitted to each Member to the attention of the office or individual, as directed in writing by each Member.

I. Commission Administration. The Tacoma City Manager, with the advice and consent of the Commission, shall appoint an officer or employee of Tacoma as an administrative officer of the Commission to provide clerical and other assistance to the Commission in carrying out its functions.

Section 3. Duration and Termination of Agreement.

A. Duration. This Agreement shall continue until terminated by unanimous consent of the Members, and any Member may terminate as to its interest at any time as below provided.

B. Any Member will have the right to withdraw from this Agreement by giving written notice to the Commission President and the chief administrative officers of all other Members six months prior to the date of withdrawal.

C. Withdrawal will not absolve the withdrawing Member of responsibility for meeting financial and other obligations which exist as to such member at the time of withdrawal. If such notice is received after January 1 in the year in which the notice is given, the withdrawing Member shall remain obligated to pay its fees for the ensuing year, and shall not be entitled to a return of any fee paid.

D. Upon termination of this Agreement by unanimous consent of its Members, any money or asset derived from the payment of basic dues or other fees under this Agreement and held by the City (or other legal entity authorized by the Members to hold such money or assets) shall, after payment

of all liabilities, costs, expenses and charges validly incurred under this Agreement, be returned to all contributing governments (who are Members at the time of such termination) in proportion to their assessment determined at the time of termination.

Section 4. Funding.

A. Basic Fees/Assessments. Each Member subscribing to this agreement agrees to pay an annual basic fee or assessment (hereafter referred to as "basic dues") for the benefits to be provided hereunder of one-half of one percent (0.5%) of the cable television franchisee's gross revenues against which cable fees are assessed by that Member. Basic dues may be amended from time to time by agreement of the Members to this Agreement. At least one-half of the annual basic dues shall be paid on or before January 5, and the remaining portion shall be paid on or before July 5 of each year that this agreement is in effect. The annual period for which such annual basic dues are payable shall be from January 1 to December 31 of each year. During the initial year of this Agreement and during the first year a governmental entity becomes a Member under this Agreement, the annual basic dues shall be pro-rated (1/12 of the annual basic dues per month and 1/30 of the monthly amount per day as to a partial month) based on the remaining months in the annual period in which such governmental entity becomes a Member under this Agreement. The right of a Member to receive benefits under this agreement and to remain a party hereto is conditioned upon timely payment of the basic dues.

B. Calculation of Assessments. The Commission shall develop guidelines pertaining to the calculation of the basic dues and the providing of appropriate documentation and supporting information to be submitted by members in evidencing that the basic dues have been correctly calculated and paid. In the event of a dispute as to the correct amount of the basic dues payable by a Member, unless objected to by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the Basic Dues payable by such Member with the decision rendered to be final and binding.

C. Deposit Into Fund. A special fund (hereafter called the "Rainier Cable Commission Fund" or the "Fund") shall be created by the County of Pierce into which shall be deposited (1) all revenues for basic dues, (2) interest, late charges and income from investment of Fund deposits, (3) gifts and donations to the Fund, and (4) restitution monies for expenditures made from the Fund and reimbursement due to the Fund.

D. Expenditures.

1. Expenditures from the Fund shall be used exclusively for the purposes specified in this Agreement and as authorized and set forth in the approved budget.

2. On or before August 15 of each year, the Commission shall approve and submit a statement of the proposed programs, services and activities to be funded from monies in the Fund, and the expenditures to be made therefor in the proposed budget for the ensuing fiscal year (January 1 through December 31) and, upon appropriation of the funds by the Pierce County Council, expenditures shall be made from the Fund for the programs, services and activities as authorized by this Agreement in accordance with the approved budget. Approval of the budget by the Commission will require an affirmative vote of a majority of the representatives of the Commission and, also, of those Commission representatives who collectively represent governmental jurisdictions who will be responsible for at least seventy percent (70%) of the basic dues to be paid for the ensuing fiscal year. Pierce County shall be entitled to reimbursement on a monthly basis from the Fund of its actual and reasonable costs incurred in the administration of the Fund and the collection of basic dues from Members. The amount of such reimbursement shall not exceed the maximum allowable amount therefor as set forth in the approved budget. Pierce County will maintain appropriate records supporting the costs incurred by Pierce County which are to be reimbursed from the Fund.

3. When approved by the Commission, revisions may be made to the budget, which revisions to the budget shall be made by Pierce County in accordance with the fiscal and budget laws and procedures applicable to Pierce County for budget revisions as to the expenditure of County funds. Approval of budget revisions by the Commission will require the same affirmative vote as is required for approval of the budget.

E. Surplus Funds. Unexpended and unencumbered funds remaining in the Fund at the end of the year will be either (1) reserved as an contingency amount; (2) included in next year's budget; or (3) returned to the Members based on the proportional amount of funding provided by the Members for that year.

F. Property. All items of personal property which are purchased by the City or other Member, the cost of which is reimbursed or paid with moneys from the Fund, shall, if not consumed in the proper and ordinary course of carrying out the authorized activities and services under this agreement, be the joint property of the Members to be disposed of upon termination of this Agreement as provided by Subsection 3.D of this Agreement, or with the consent of the Commission to be sold by the Member authorized to hold such property with the sale to be conducted in accordance with the requirements and procedures applicable to that Member for the sale of similar property, and with the proceeds of the sale to be deposited in the Fund after deduction of any reasonable expenses incurred in consummating the sale.

Section 5. Services by City of Tacoma.

A. Basic Services. In consideration of the payment as herein provided, Tacoma will provide the following basic services to the Members to the extent sufficient funds have been made available in the Rainier Cable Commission Fund and are appropriated for such purpose:

1. Provide with the advice and consent of the Commission a secretary and clerical support staff to the Commission.
2. Provide office space, janitorial services, maintenance, telephone, furniture, miscellaneous equipment, office supplies, periodical and trade publications, and related items as necessary to carry out the purposes of this Agreement.
3. Provide Tacoma city staff and/or contracted special-project employees as assigned by the Tacoma City Manager with the advice and consent of the Commission to:
 - i. Assist Members in contract negotiations.
 - ii. Coordinate cable system(s) interconnection.
 - iii. Assist in liaison activities with the public, other agencies, and private entities.
 - iv. Answer citizen questions and complaints.
 - v. Assist Members in assessing their needs and implementing communication services (cable-video) to meet those needs.
 - vi. Coordinate Member information to be cablecast.
 - vii. Coordinate videotape production via cable operators through franchise agreements.
 - viii. Serve as production liaison with the City of Tacoma for in-house, interdepartmental, or cooperative City/County projects, including video, voice and data services, on the cable systems serving the Members.
4. Outside Consultants/Technical Support. If authorized by the approved budget, the City of Tacoma (acting through the City Manager for contracts under \$25,000 and with City Council approval for contracts over \$25,000) will, with the advice and consent of the Commis-

sion, retain outside consultants to assist in the functions of the Commission and in accomplishing the objectives and purposes of this Agreement.

5. Extra Services. The City of Tacoma will provide additional services or make available special use of its communication facilities upon request of a Member in accordance with the terms and conditions of a separate agreement between the City of Tacoma and such Member.

B. Payments to City/In-kind Contributions.

1. Payment of Costs. The City of Tacoma will be entitled to payment on a monthly basis from the Fund of its actual costs incurred in the providing of the facilities, services, and activities as provided under this Agreement. Tacoma will maintain appropriate records supporting the incurred costs, which are to be paid from moneys in the Fund, and will submit invoices together with supporting evidence and information as may be reasonably required by Pierce County (or other Member having custody and control of the Fund), for payment of costs incurred under this Agreement. Every reasonable effort shall be made to make the requested payment within thirty days from receipt of the invoice.

2. In-Kind Services. It is agreed that in lieu of paying basic dues under this Agreement, the City of Tacoma will not charge for a portion of the costs or value of the facilities, services and activities which are provided by Tacoma in furtherance of the purposes of this Agreement, which costs or value thereof shall be approximately equal, on an annual basis to the annual basic dues which Tacoma would pay under Section 4 of this Agreement if Tacoma were required to make such payment. Tacoma will provide a descriptive and projected cost/value of such in-kind contribution for review by the Commission and for inclusion in the annual budget to be approved for the ensuing year.

Section 6. Services by Other Members.

A. Support Staff/Outside Consultants. If requested by the Commission and with the consent of the Chief Administrative officers of all Members, the Chief Administrative officer of another Member may appoint one of that Member's officers or employees to act as Secretary of the Commission in replacement of any Commission secretary previously appointed. If requested by the Commission and consented to by the chief administrative officers of all Members, other services and staff being provided by Tacoma or the administration of contracts for outside consultants being provided by Tacoma may (in whole or in part) be provided by any other Member to this agreement. The Member providing such staff or services will be entitled to payment of its actual costs incurred from the Fund in the manner as provided for payment of costs incurred by the City of Tacoma as hereinabove provided.

Section 7. Other Changes.

If requested by the Commission or by any Member, and with the approval of the legislative authorities of all Members, the following changes will be implemented:

- A. Changes in the amount of basic dues and the time of payment;
- B. Changes in the budget;
- C. Designation of a different governmental entity as the depository for the Rainier Cable Commission Fund and to provide appropriation and administration of expenditures from the Fund;
- D. Such other changes or activities as the Members determine are appropriate in light of the purposes and objectives of this Agreement.

Section 8. Release of Liability.

It is acknowledged and agreed that the Members to this Agreement are undertaking a joint and cooperative effort to advance a common goal, and that no Member shall be liable to any other Member for the negligent acts or omissions of any such Member or its respective officers or employees by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member hereby releases any other Member and such Members, officers and employees from any liability for negligent acts or omissions in the carrying out of any activity in connection with or arising out of this Agreement.

Section 9. Prohibited Payments or Gifts.

No representative on the Commission and no officer or employ of any Member to this Agreement who exercises any function or responsibility in performing or the carrying out of any of the services or activities to be provided under this Agreement shall knowingly accept for his or her personal use or gain (or for the personal use or gain of any such person's family or relative) anything of value from any person representing or acting on behalf of any private television cable company, including but not limited to meals, travel, lodging, entertainment, tickets to any event, flowers, candy or anything having any value whatsoever. Any person violating this provision shall not be allowed to continue serving as a representative on the Commission or to provide any services under this agreement.

Section 10. General Terms.

A. Severability. The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

SIGNATURE PAGE

Joinder in Interlocal Cable Television and
Communications Services Cooperation Agreement
(Rainier Cable Commission)

The undersigned jurisdiction, pursuant to resolution or ordinance of its governing body, agrees to the creation of the Rainier Cable Commission and agrees to the terms and conditions of the "Interlocal Cable Television and Communication Services Cooperation Agreement" as set forth in the document to which this signature page is attached.

DATED at _____, Washington, this ____ day of _____, 1992.

APPROVED:

(Name of Jurisdiction)

By: _____
Its: _____

By: _____
Its: _____

Attest:

APPROVED AS TO FORM:

Prosecuting Attorney/City Attorney

1 FILE NO. 51

PROPOSAL NO. R92-121

2 Sponsored by The Pierce County Council

3 RESOLUTION NO. R92-121

4 A RESOLUTION OF THE PIERCE COUNTY COUNCIL APPOINTING ONE
5 REPRESENTATIVE TO THE RAINIER CABLE COMMISSION.
(Councilmember Cathy Pearsall-Stipek)

6 WHEREAS, the Rainier Cable Commission was created by the
7 Interlocal Cable Television and Communication Services Cooperation
8 Agreement which was executed by Pierce County on August 25, 1992;
and

9 WHEREAS, Section 2.C.2 of the Interlocal Agreement provides that
10 Pierce County shall have two representatives on the Commission, "one
selected by the Pierce County Executive and one by the Pierce County
Council"; and

11 WHEREAS, the Pierce County Council has selected Councilmember
12 Cathy Pearsall-Stipek as its representative on the Rainier Cable
Commission; NOW, THEREFORE,

13 BE IT RESOLVED by the Council of Pierce County:

14 Section 1. The Pierce County Council hereby selects and
15 appoints Councilmember Cathy Pearsall-Stipek to represent Pierce
County on the Rainier Cable Commission.

16 PASSED this 25th day of August, 1992.

17 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

19 Sandra Bassett, Acting
20 Clerk of the Council

[Signature]
Council Chair

21 Approved As To Form Only:

22
23 [Signature]
24 Chief Civil Deputy
Prosecuting Attorney



City of Gig Harbor. The "Maritime City."

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

To: Mayor Wilbert and Council Members
From: Mark Hoppen, City Administrator *MH*
Subject: East-West Road
Date: October 8, 1992

Last night I attended the first of two Pierce County Transportation Committee hearings on the county-wide roads recommendations. The next meeting is Wednesday, October 14, 7:00 p.m. at the county annex in the main hearing room.

To summarize recent developments:


- 1) At the hearing, PNA (or its representative) asked the committee to downgrade or delete 9B (Peacock to Crescent Valley) and to spend the money on maintenance projects elsewhere on the Peninsula. The rationale for this position was the excessive cost of the project (\$20 million, which is a grossly inflated and unrealistic figure) and the assertion that the proposed 9B will not serve residents in the area.
- 2) At the hearing, Mr. Dave Cunningham (Pope) asserted the need for the establishment of the corridor from Swede Hill to Drummond Drive. "Establishment" is distinct from actually building the corridor.
- 3) After Ben and I met with Pierce County Public Works officials on October 6 and after Mayor Wilbert made some calls to Mr. Stortini and Mr. Cyr on October 7, Pierce County agreed to pursue a grant for state transportation funds to build 9A (Swede Hill to Peacock).
- 4) I will be attending the transportation committee hearing. Any elected officials who would like to attend with me are encouraged to do so. It is important to remember that whatever results from this hearing has to progress from County Planning Commission to County Council to County staff. This process is potentially lengthy.

Right now, our policy viewpoint is that Alternative 3, which supports the establishment and construction of 9A and 9B, is the viable option for the City of Gig Harbor. I suggest that we focus at the public hearing first on the overall establishment of the Swede Hill to Drummond Drive corridor and on building 9A (Swede Hill to Peacock Hill). Second, we focus on the building of 9B as it is defined or as it may be re-defined.





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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Wilbert and City Council
FROM:  Ray Gilmore
DATE: October 9, 1992
SUBJ.: Final Plat -- SUB 90-02, Grey Hawk Subdivision
(formerly "Snow Rock" Subdivision)

Attached for your consideration and approval is the final plat for the above referenced subdivision. All improvements as required by City code have been installed.

As of the date of this memo, the applicant has yet to install proper fire lane signage and a fire district approved fire access gate on the fire lane located in the northwest corner of the property. According to the applicants' surveyor, this may be accommodated as a performance bond for the gate, with the fire lane signage to be installed by Monday, October 12th. The applicants' have requested that this item be placed on the Council agenda for the 12th with the expectation of the bond being submitted by that date.

Staff will advise Council at the meeting as to whether or not act on the final plat, dependent upon the receipt of a properly executed performance bond and the installation of fire lane signage.

**CITY OF GIG HARBOR
RESOLUTION No.**

WHEREAS, Pat Rockey and James Willing have submitted a final plat for consideration of approval by the city council for SUB 90-02 (Grey Hawk Plat); and,

WHEREAS, the Gig Harbor City Council granted preliminary plat approval per Resolution #289 to SUB 92-01 on November 13, 1990, subject to 10 conditions of approval; and,

WHEREAS, a final plat has been reviewed by the City staff for compliance with the requirements of the City Subdivision Ordinance (Title 16 of the Gig Harbor Municipal Code), the policies and standards of the Public Works Department respective to required infrastructure improvements (road, sewer, water) and the conditions of preliminary plat approval per Resolution #289; and,

WHEREAS, the City of Gig Harbor staff find that the proposed final plat and improvements as required are in compliance with the applicable City of Gig Harbor codes, the conditions of preliminary plat approval per Resolution #289 and the City of Gig Harbor Comprehensive Plan of 1986.

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

That the final plat for SUB 90-02 be accepted and approved by the City of Gig Harbor City Council.

PASSED this 12th day of October, 1992.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator

Filed with City Clerk: 10/9/92
Passed by City Council: 10/9/92



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

To: Mayor Wilbert and City Council *MMH*
From: Mark Hoppen, City Administrator
Subject: Sewer Utility Contract with Lorigon (Canterwood)
Date: October 9, 1992

Mr. John Morrison, representing Canterwood, will be available for questions.

In December 1991, Canterwood's addendum to an October 13, 1988 sewer utility extension and capacity agreement expired. Prior to this, Canterwood had been asked by city staff to not build a pressurized line that was previously authorized and to wait and build the gravity sewer line that would extend into the ULID# 3 project. Canterwood assented to this request.

Logically, Canterwood would have wanted an addendum to the existing agreement. The city, for its part, having asked Canterwood to forestall the pressurized line, would have assented to this addendum. This addendum, for whatever reason, was not written. Therefore, a new agreement is necessary.

This agreement is for a period of two years (from December 1991 to December 1993). Canterwood will reserve 50,000 gallons of capacity, the amount previously established through agreement and addendum, for which Canterwood will pay the current city rate (\$32,600). It is projected that Canterwood will connect comfortably within the lifetime of this agreement.

The agreement used is our standard current agreement with the exception that Canterwood's eventual connection fee will be credited for previous payments for \$3,024 and \$26,720, as well as for the \$32,600 current payment, if connection is made before December 31, 1993. Should Canterwood not hook-up the full 50,000 gallons, at a total cost of over \$320,000, the previous payments will be credited on a pro-rated percentage basis to the connection charges as they are levied. (In other words, if Canterwood doesn't purchase full value, then the previous connection fees will not be credited for full value.)

Recommendation:

Approve this new agreement, enabling Canterwood to receive the sewer capacity for which they had previously been accepted and intend to use.

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

THIS AGREEMENT is entered into on this 1st day of December, 1991, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Lorigon Corporation, 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 and water utility systems, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the utility line on Harborview Drive/Burnham Drive at the following location:

ULID #3

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 50,000 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 24 months ending on December 31, 1993, 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 Thirty-two thousand six hundred dollars (\$32,600) to reserve the above specified time in accordance with the schedule set forth below:

<u>Commitment period</u>	<u>Percent (%) of Connection Fee</u>
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 then current City's connection charges at the time of connection. In addition to any commitment paid under this contract, if connection is made prior to December 31, 1993, then Lorigon Corporation shall be credited for previous commitment payments of \$3,024 and \$26,720. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment (\$32,600) and previous payments (\$3,024 and \$26,720) 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 right to oppose annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchases of each subdivided lot shall be bound by the provisions of this paragraph.

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 as applicable):

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

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations for similarly 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):

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 , 1992.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:
Title:

ATTEST/AUTHENTICATED:

City Clerk, Mark E. Hoppen

APPROVED AS TO FORM:





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

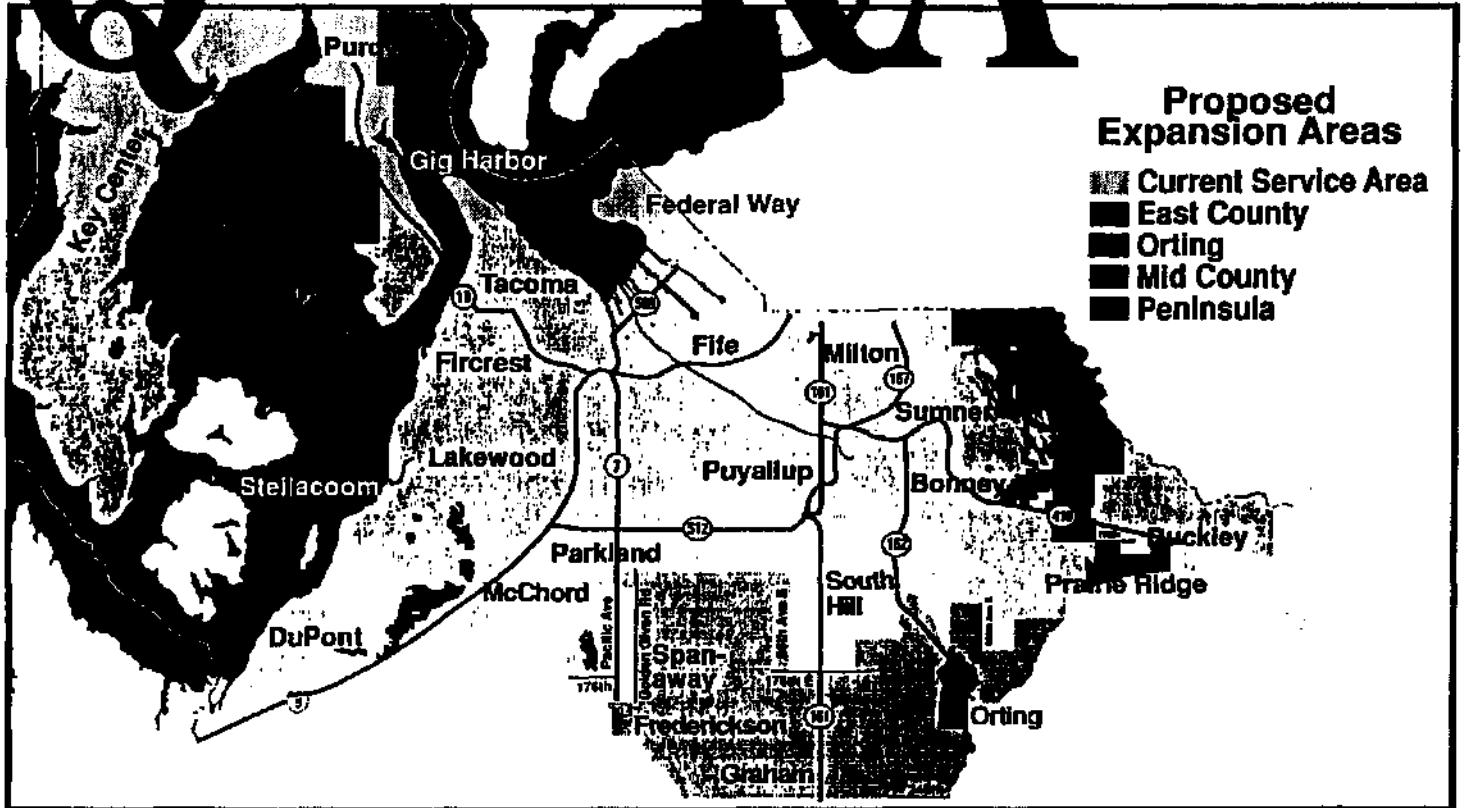
To: Mayor Wilbert and Council Members
From: Mark Hoppen, City Administrator *MH*
Subject: Pierce Transit's Proposed Service Area Expansion
Date: October 9, 1992

Although Pierce Transit's proposed service area increase is outside of the Gig Harbor city limits, the proposed service area is nevertheless a significant contributor to sales tax revenues which fund the transportation service available to City of Gig Harbor residents. Over 90 percent of retail sales already occur within the existing service area. For only a slight increase in sales tax (0.3 percent) in areas not currently served, the transportation service on the Peninsula can be greatly improved in scope.

Recommendation:

Write a letter to the Gateway, written by the Mayor or City Administrator, signed by the City of Gig Harbor elected officials, supporting the improvement in the scope of transportation services.

QUESTIONS & ANSWERS



about Pierce Transit's proposed service area expansion.

On November 3rd, voters around Gig Harbor, in Orting, in Spanaway, Graham, Frederickson and South Hill, and in Bonney Lake will decide if they want to join Pierce Transit's service area and receive limited transportation services.

Below are the most commonly asked questions concerning this issue. The answers will help you make an informed voting decision. You might be wondering...

Why are voters being asked to consider expanding Pierce Transit's service area?

- Citizens from four areas asked us to review our boundaries.
- Pierce Transit's Board of Commissioners passed resolutions placing these issues on the ballot.
- Voters in each area, by law, are the ones who decide whether to be included in the service area.

What new areas are proposed for inclusion in Pierce Transit's service district?

- Gig Harbor (West Gig Harbor, Fox Island, Crescent Valley).
- Orting.
- Mid-county (Spanaway, Graham, Frederickson, South Hill).
- East-county (east of Bonney Lake, north to King County line).

How are transit services paid for now?

- A 0.3 percent sales tax on non-grocery retail sales (three cents on a \$10 purchase).
- Passenger fares.
- A portion of the motor vehicle excise tax.
- Other state and federal funds.

More on the back.

How will transit services in the four new areas be paid for?

• Retailers in the newly served areas would collect an additional 0.3 percent sales tax. It is estimated, however, that 90 percent of retail sales already occur within Pierce Transit's existing service area.

- A portion of the motor vehicle excise tax already paid in these areas would be directed to Pierce Transit instead of the state general fund, where it goes today. The newly served areas would not experience an MVET increase.
- Rider fares.

When can we expect to see service in our area if we approve the expansion?

- 6 to 24 months depending on the type of service.

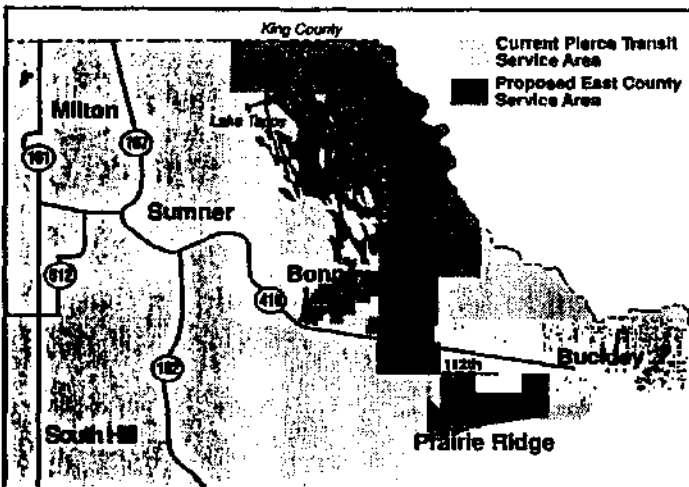
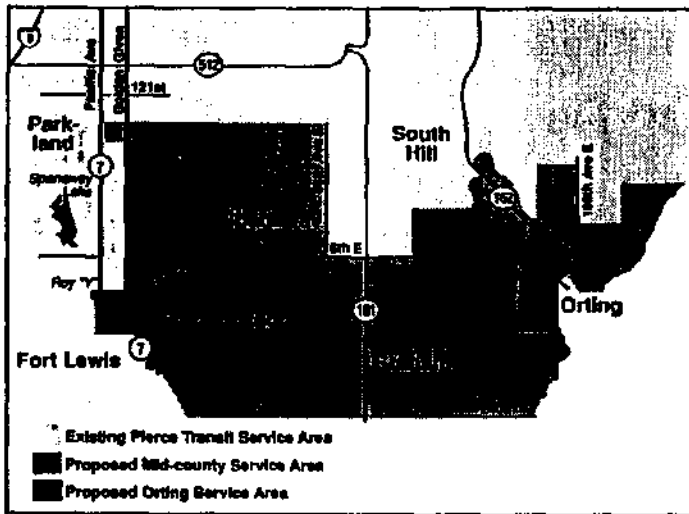
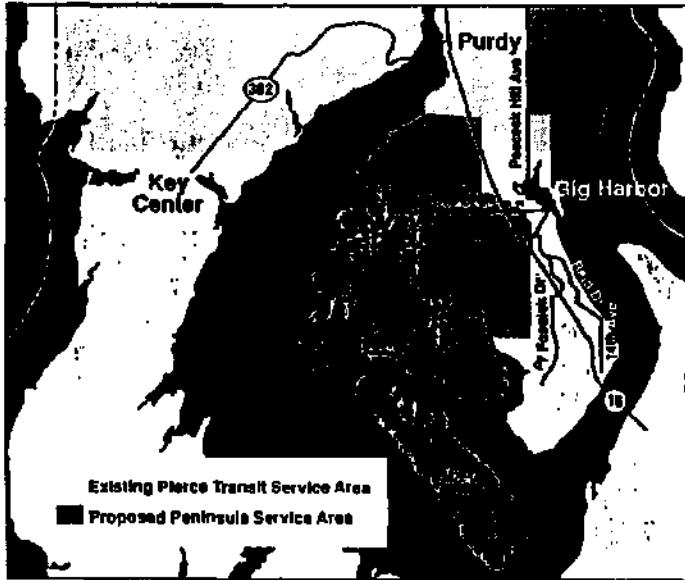
The purpose of community meetings...

We would like to explain the services we might provide and find out which ones you consider most important for your area. Funds are limited, so we'd like your ideas. Should your area vote to be included in Pierce Transit's service district, our service planners would work to match your transit needs with the new funds resulting from service area expansion.

About Pierce Transit...

We operate a variety of transit services in Pierce County and beyond. These include bus service, vanpools, ridesharing, and a door-to-door transportation system for people with disabilities, known as SHUTTLE. The Seattle Express carries commuters between Tacoma and Seattle. The Olympia Express connects riders with destinations in and around the state capital.

We serve 85 percent of the county's population. Our service area covers 275 square miles of the 1,675 square miles in Pierce County.





C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:10/02/92

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 12/31/92

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 BAYVIEW GROCERY AND DELI, INC.	BAYVIEW GROCERY AND DELI 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	E F





DENNIS RICHARDS
Chief of Police

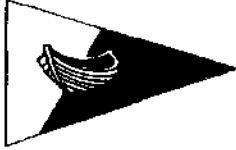
City of Gig Harbor Police Dept.
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

MONTHLY POLICE ACTIVITY REPORT

SEPTEMBER

DATE: 10-01-92

	<u>SEPT</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>212</u>	<u>2261</u>	<u>1929</u>	<u>+ 17</u>
CRIMINAL TRAFFIC	<u>55</u>	<u>295</u>	<u>174</u>	<u>+ 70</u>
TRAFFIC INFRACTIONS	<u>71</u>	<u>698</u>	<u>785</u>	<u>- 11</u>
DWI ARRESTS	<u>7</u>	<u>43</u>	<u>55</u>	<u>- 21</u>
FELONY ARRESTS	<u>3</u>	<u>47</u>	<u>54</u>	<u>- 12</u>
MISDEMEANOR ARRESTS	<u>12</u>	<u>161</u>	<u>99</u>	<u>+ 63</u>
WARRANT ARRESTS	<u>12</u>	<u>84</u>	<u>64</u>	<u>+ 31</u>



City of Gig Harbor. The "Maritime City."

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

To: Council Members
From: Mayor Gretchen Wilbert *GW*
Subject: Comparables Committee
Date: October 9, 1992

Budget formation time is in full swing. The departments are engaged in the process of maintaining basic services levels for coming years. Staff is taking a realistic look at anticipated revenue and how that will relate to departmental budget requests and Council priorities.

As part of looking at salaries and benefits, I have witnessed time and again the professional management of difficult situations. Our entire staff is working as a team, and I wish to provide fair and reasonable compensation to the entire team.

Therefore, I am forming a committee to make a recommendation to me on a suitable set of comparison cities for the coming budget year, which can be used as a base to salary negotiations. This committee will be advisory to me only. While only the Employees Guild will be negotiating a contract this year, I am concerned that all employees have input into this recommendation. I am anticipating that this committee will re-convene August '93, and that the comparison cities recommended would be reviewed at that time.

Officers Scott Emmett and Brad Carpenter will serve as representatives of the Police Guild. Willy Hendrickson and Steve Bowman will participate for the Employee's Guild. City Administrator, Mark Hoppen, will chair the committee.

I am requesting two council members to serve on the committee. I'll be asking for volunteers. The City Administrator will coordinate the committee, which should begin and end activity in October. My hope is that this committee will foster cooperation between all parties involved with the City of Gig Harbor compensation structure.

