

GIG HARBOR CITY COUNCIL MEETING

JANUARY 28, 1991

AGENDA  
GIG HARBOR CITY COUNCIL MEETING  
January 28, 1991

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS:

APPEALS:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Letter from the Pierce County Fire Protection District No. 5. (Mayor Wilbert)

ACTION ITEMS:

OLD BUSINESS:

*Table*

1. Latecomer's Agreement - John Brewer
2. Request to Expand Sewer Utility Connections - Jenny & Bob Cochran.
3. Engineering Technician - Salary Range
4. WIC Program Lease of Bogue Building
5. Resolution: Affirmation of Council Decision on Administrative Appeal, 90-03.
6. Resolution: Affirmative of Council Decision on Appeal of Variance 90-07.
7. Ordinance: Second Reading - Adoption of 1988 UBC

NEW BUSINESS:

1. Review Liquor License Applications (2)
2. Hearing Examiner - Employment Agreement

DEPARTMENT MANAGERS' REPORTS:

1. Stinson\Harborview Improvements
2. Sludge Composting Facility

MAYOR'S REPORT

1. Appointment of a Planning Commission Member

COMMITTEE REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION:

ADJOURN:



REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 14, 1991

PRESENT: Mayor Wilbert, Councilmembers English, Frisbie, Hoppen, Perrow. Councilwoman Davis, Absent.

PUBLIC COMMENT\DISCUSSIONS:

Mayor Wilbert opened the meeting to public comment and discussion at 7:04 P.M. Mike McGimpsey, the proprietor of Roundtable Pizza, addressed the issue of sewage fee hook-up as related to restaurants. Michael R. Wilson, City Administrator explained the formulae of ERU's as applied to commercial uses in general and rates for restaurants. Ben Yacizi provided additional information.

Referred to Staff: Mike Wilson and Ben Yazici will review the ordinance, various data, and Mr. McGimpsey's past records from other Roundtable restaurants to see if anything supports the contention that the Roundtable Pizza qualifies for a lesser rate.

Jake Bujacich addressed his concern over the impervious coverage and 28 ft height limitations of the proposed mapping and zoning ordinance 594.

Public Comment\Discussion Session Closed.

CALL TO ORDER: The meeting was called to order at 7:20 PM.

PUBLIC HEARINGS: There were no public hearings scheduled.

APPEALS:

1. Appeal of Hearing Examiner's Decision: Ellsworth/ Thornhill (Administrative Appeal 90-03.

Planning Director, Ray Gilmore provided background information. At issue was whether the Glomar Shaft, currently being used as moorage, was a "vessel" or a dock for purposes of ordinance and code enforcement. Nick Markovich spoke on behalf of the appellants, claiming that the Glomar Shaft was a legitimate vessel, appropriately registered as a vessel pursuant to Coast Guard Regulations and that the city's insistence that the vessel was, in reality, a dock, was an erroneous interpretation and application of the law and that the decision of the Hearing Examiner was arbitrary.

City Attorney Tanaka contended the real question was "when is a vessel a dock?", and the fact that something is a vessel does not mean it cannot be defined in another way (i.e. building/structure/apartment) The point was, the vessel was being used as a dock, not as a vessel, and there were not proper permits for it.

MOTION: To uphold the finding and conclusions of the Hearing Examiner with the exception of Item G, under II. Frisbie/Hoppen. Approved unanimously.

MINUTES:

MOTION: To accept the minutes of December 10, 1990 with the following amendment.

1. Under Public Hearings, Item 1, the fourth sentence, which begins "Dick Allen addressed. . .", be clarified to read as follows: " Dick Allen addressed removing the current intent of the WM Zone and replacing it with the intent of the W-2 Zone."
2. Add under New Business, Item 4: Council authorized the staff to proceed with the letting of the contract at Stinson and Pioneer so long as those bids opened within the approved budget. English/Frisbie. Minutes approved as amended. Unanimous.

CORRESPONDENCE:

There was no correspondence scheduled for review.

ACTION ITEMS:

OLD BUSINESS:

1. Veto of Ordinance 594 (Zoning and Mapping Designations).

Councilman Frisbie requested City Attorney Tanaka address the concerns that had been raised by Jake Bujacich during the public comments segment. Those concerns related specifically to the 28-foot height and the 90% impervious coverage requirements, and the requirement for Planning Commission review on certain changes of the ordinance. The City Attorney's opinion was that he did not believe that either of those issue are sufficient cause for requiring the ordinance be returned to the Planning Commission for review. He stated it is not required that each and every Council amendment for change to the zoning code

be reviewed by the Planning Commission and he stated that the Council retains the authority to make modifications, adjustments and changes to the proposals of the Planning Commission; that only in a case where the changes were extremely at variance with Planning Commission recommendations, would there be an argument, however, the two items in question did not warrant return of the ordinance to the Planning Commission for review.

Mayor Wilbert read her memo of January 22 to the City Council re the January 8 meeting of the Planning Commission at her request, and asked the Council to sustain her veto of proposed Ordinance 594 for the following reasons: To allow due process review of the proposed Waterfront Millville Zone and to allow for public comment before the Planning Commission. Mayor Wilbert stated that while her proposal would open the entire zoning ordinance and map for review, the chair will encourage comments be limited to new testimony only. Mayor Wilbert informed council that further discussion of the Rosedale/R16 area and proposed map designations was anticipated; however, no other areas of concern had come to her attention.

MOTION: To override the Mayor's veto of Ordinance 594. Perrow\Frisbie. 2-2-1. English and Hoppen opposed. Motion defeated, Veto sustained.

2. Addendum to Contract: Incarceration of City Prisoners, Kitsap County/City of Gig Harbor.

Police Chief, Denny Richards, explained the cost difference between incarcerating prisoners with Kitsap County versus Pierce County.

MOTION: To approve the Addendum to Contract. Frisbie\Perrow. Approved Unanimously.

3. 1991 Salary Schedule Adjustment.

City Administrator, Mike Wilson, restated his request that the following positions be salaried at the originally recommended levels for the budget year 1991: Court Clerk, Building Official, Finance Officer, and the Engineering Technician.

MOTION: To adopt the Court Clerk, Finance Officer

and Building Official salary recommendation, holding the Engineering Technician position for later discussion. English/Hoppen.

After further discussion of the salary survey and the specific responsibilities of each position, Councilman Frisbie stated he preferred to address and discuss each position separately.

MOTION: To approve the Finance Officer position salary at the recommended level. English\Hoppen. 2-2-1. Perrow and Frisbie opposed. Mayor breaking tie, in favor. Motion Passed.

MOTION: To approve the Court Clerk position salary at the recommended level. English\Perrow. Motion approved 3-1. Frisbie opposed.

MOTION: To approve the Building Official/Fire Marshal position salary at the recommended level. English\Frisbie. Approved 2-2-1. Hoppen and Perrow opposed. Mayor Wilbert breaking tie in favor.

MOTION: To defer the Engineering Technician position to the Finance Committee. English\Frisbie. Approved 3-1.

4. Personnel - Addition of a Maintenance Worker:

MOTION: To approve the addition of the Maintenance Worker position. Approved unanimously.

NEW BUSINESS:

1. Solid Waste Interlocal Agreement.

Ben Yazici gave the history, the background, and an explanation of Resolution 300 regarding the Solid Waste Interlocal Agreement. He then introduced Sally Sharrad of Pierce County. Ms. Sharrad reviewed various state and federal regulations regarding solid waste management, the revision of certain chapters of the agreement, and the recycling/solid waste management, procurement and timeline objectives of Pierce County, as well as the costs of the program.



MOTION: To adopt Resolution 300 approving the City County Interlocal Agreement for Solid Waste Management. Approved Unanimously.

NOTE: Impossible to determine from tape who made this motion. When the call for the motion was made, voices answered in unison. It sounds as if Mayor made the motion, but no second is apparent, but the vote is clear.

(Items 2 and three of New Business were switched)

3. Appeal of Hearing Examiner's Decision - Variance 90-07 Western Clinic.

Ray Gilmore explained the background of the decision. At issue was a variance granted to Western Clinic, to erect a temporary 8 x 12 sign to serve as publicity for Western Clinic. Tom Morfee, President of the Peninsula Neighborhood Association spoke on behalf of the Appellants, their primary concern being that erecting a billboard sized sign, even temporarily, violated aesthetic standards, and set a bad precedent. Lois Hartwig of Citizens Against Litter (CAL) shared the view that it set a bad aesthetic precedent and called it another form of litter ("litter on a stick"). Wade Moberg presented Western Clinic's point of view, reiterating that the sign was of a temporary nature, its purpose being to publicize Western Clinic to the community.

MOTION: To overturn the decision of the Hearing Examiner and to uphold the appeal.  
English\Frisbie. Approved Unanimously.  
(English\Ferrow)

2. Hearing Examiner Recommendation -- SPR 90/11/VAR 90-14 (Dan and Sharon Snuffin) (Resolution 301).

Ray Gilmore presented background information and conditions relating to the variance. Approval of a site plan and a variance to turn a residence at 7101 Stinson into a catering business was requested. Also requested, was a variance to increase the impervious

coverage in order to permit sufficient parking as required of a restaurant under the zoning code. In response to Council query, Ben Yazici discussed the impact to the Stinson and Pioneer intersection and the freeway as well as shared access arrangements.

Bob Frisbie asked if there were any costs (to the City) associated with the access questions.

MOTION: To adopt the findings of the Hearing Examiner and Resolution 301 with the following amendments: (1) To add the requirement, under item 8, that " if there any future LID's in this area they would be required to participate (Frisbie); and 2) Landscaping must be maintained at all times. (Perrow). Frisbie\Perrow. Approved as amended. Unanimous.

4. Adoption of the State Building Codes (UBC) (First Reading of Ordinance 597)

The first reading of Ordinance 597 , Adoption of the State Building Codes (UBC). No Comments, questions, or discussion. First reading completed.

5. Appointment of Members to the City of Gig Harbor Building Code Advisory Board - Resolution 302)..

MOTION: To adopt Resolution 302. Perrow\Frisbie. Approved unanimously.

6. City Attorney Agreement - Ogden, Murphy & Wallace.

The City Administrator addressed Councilman Perrow's question regarding current rates

MOTION: To approve the City Attorney Agreement with Ogden, Murphy & Wallace Frisbie\English. Motion carried. Unanimous.

7. Request for Expansion of Sewer Service - KOA Campground.

City Administrator Mike Wilson presented information to the council concerning the request. Jim Richardson spoke on behalf of the applicants, Mr. and Mrs. Jack Cochran 9515 Burnham Drive, and explained that KOA currently had 13 ERU's and was requesting 41

more with the intention of developing the former campground into a retirement community of manufactured (vs mobile) homes. There was considerable discussion regarding the appropriateness of the project under current governing zoning laws. City staff addressed the various options open to the council. Jake Bujacich spoke in behalf of the applicants as did Mr. Cochran himself. Mr. Cochran requested that the project be judged on its merits rather than his semantical error in calling the structures mobile homes when they were in fact, manufactured, modular homes.

MOTION: For purposes of discussion, Councilman Frisbie made a motion the expansion agreement not be approved and the flow not be allowed to ago above 13 ERU's. Frisbie\English.

After further discussion of the zoning issue, the motion was restated as follows:

MOTION: To table this issue so that design documents could be completed, and a full presentation of the design documents on this facility be presented at the next meeting.  
Frisbie\English.

8. Sidewalks Construction Requirements - Discussion of Policy.

Ben Yazici, Public Works Director presented the issue. The current zoning ordinance requires developers to install sidewalks in a given area which would enhance adequate storm drainage, safety, and enforcement. Mayor Wilbert presented her views to Council and suggested an alternative whereby developers/homeowners would be allowed the option of participating in a fair share cost at the time a comprehensive, continuous sidewalk project is planned for the entire area (as opposed to the bits & pieces put in development by development). Jake Bujacich offered his views; Councilman Perrow and Police Chief Richards provided additional input on the subject. No further action take at this time.

9. Personnel Polices (Resolution 303:

City Administrator Wilson explained the proposed changes. They were: (1) Establishing a job

description for an Engineering Technician; (2) increasing the travel rate from \$.24 to \$.26; and, (3) clarifying the provisions of the nepotism policy to allow for hiring of family members in a temporary capacity.

MOTION: To approve Resolution 303 with the following amendment to the nepotism section: . . .for no more than 90 days in any 365 day period. Frisbie\English. Approved unanimously.

10. Lease Agreement - WIC Program.

The WIC program Lease Agreement had not yet been received by city staff. No action could be taken.

Mayor Wilbert inquired whether there were any more concerns by that public still in attendance. Jake Bujacich addressed the question of signage and reported a continuing violation. Councilman Frisbie requested staff opinion as to the violation and requested staff take action as appropriate.

DEPARTMENT MANAGERS' REPORTS:

1. Police Report: Police Chief, Denny Richards gave a year-end update of 1990 accomplishments, which included initiation of 24-hour police service and the forthcoming expansion of the D.A.R.E. program in 1991, and a schedule of D.A.R.E. graduation assemblies to which he invited council. He also reiterated the department's continued emphasis on drug enforcement and discouraging DWI activity through strong enforcement.
2. Public Works Department: Ben Yazici brought the council up to date on the final bid of the Stinson Avenue contract. The finished signs for City Hall, the park, and the police department were shown to council.

MAYOR'S REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS: Ben Yazici announced the forthcoming public meeting re Soundview Drive to the council.

APPROVAL OF PAYROLL:

MOTION: To approve the November payroll in the amount of \$126,158.41 (Warrant numbers 5115 through 5204) and the December payroll in the amount of \$131,701.63 (Warrant numbers 5205 through 5311). Frisbie\English. Motion carried. Unanimous.

APPROVAL OF BILLS:

MOTION: To approve bills in the total amount of \$70,009.97. Perrow\Frisbie. Motion carried. Unanimous.

EXECUTIVE SESSION: Council opted not to go into Executive Session for the discussion of the following items:

1. Carpenter Claim:

MOTION: To approve the Carpenter claim. English\\_\_\_\_\_. Motion Carried.

2. Personnel Matter - Karin Ashabraner.

City Administrator Wilson explained current options available under the city's insurance program and recommended that the city continue her dependent insurance coverage for vision and dental, and continue her life insurance coverage while she is on military leave and on active duty service with Desert Storm.

MOTION: That the recommendation be accepted and approved. Perrow\English. Approved unanimously.

ADJOURN:

MOTION: To adjourn, at 11:20 P.M. Frisbie\\_\_\_\_\_.

(Tapes 214,215,216)

Approved:

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

PIERCE COUNTY FIRE  
PROTECTION DISTRICT NO. 5

6711 Kimball Dr. • Gig Harbor, WA 98335  
Ph. 851-3111

RECEIVED

JAN 22 1991

CITY OF GIG HARBOR

January 17, 1991

Mayor Gretchen Wilbert  
City of Gig Harbor  
3105 Judson  
Gig Harbor, WA 98335

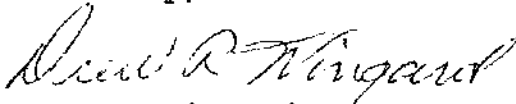
City of Gig Harbor  
Public Works Department  
3105 Judson  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

On behalf of Pierce County Fire District No. 5, I would like to express our appreciation for the sand and gravel provided to the roadways in Gig Harbor. By sanding these areas during the recent cold weather, you provided us with safer access to the roadways during emergency calls. We would also like to express appreciation for the City's cleanup of the gravel around our headquarter station.

Thank you again for your support.

Sincerely,



Drew R. Wingard  
Chief



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: Michael R. Wilson, City Administrator *M.R.W.*  
SUBJECT: Latecomer's Agreement-John Brewer  
DATE: January 25, 1991

Attached is a latecomer's agreement for the extension of sewer utility service to property owned by Mr. John Brewer and other contributory property. Although the utility extension portion of the agreement does not apply to Mr. Brewer's case since he is located within the city limits, this agreement form is being used because of the latecomer's provision within the agreement.

This matter was brought before the city council in April, 1989 for consideration; however, it was tabled and had never been rescheduled for a hearing. With the extension of this sewer line, there are two property owners affected by this utility extension who would be responsible for paying their proportionate share of the cost (half each) of the sewer line extension, in addition to the cost of connecting to the system. As noted in the attached agreement, the total cost to be reimbursed is \$3,045.80.

As required by state law, whenever the cost of any sewer improvement is to be assessed against the owners of real estate, a hearing must be conducted in order for the property owner's to review the engineer's estimates and comment to the city council. The estimate/cost that was prepared does reflect a pro-rata share due from such sewer utility improvements. Such notification has been provided to the affected property owners.

UTILITY EXTENSION AND CAPACITY AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the City of Gig Harbor, Washington, hereinafter referred to as "the City" and Mr. John Brewer, hereinafter referred to as "the Owner".

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

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

WHEREAS, the Owner desires to connect to the City sewer utility system, hereinafter referred to as "the utility" and the City is willing to allow connection only upon certain terms and conditions in accord with City Resolutions 164 and 173, as now enacted or hereinafter amended, NOW, THEREFORE,

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

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

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

between manholes #3-34 and 3-35.

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 N/A gallons per day average flow. It is understood that 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 \_\_\_\_\_ months ending on N/A, 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.

5. Commitment Payment. The Owner agrees to pay the City N/A dollars (\$ \_\_\_\_\_) to reserve sewer capacity for the period of time established above in Section 4 in accordance with the rate structure 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%)

Sewer capacity shall not be committed by the city to an Owner beyond a three year period.

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 established in Section 4, such capacity commitment shall be released by the City 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 the City extending sewer utility service to the Owner or the Owner's property is annexed to the City prior to the expiration of the commitment period as set forth above, the Owner shall be entitled to a full refund from the City of his/her capacity commitment payment.

6. Connection Charges. As a condition of connecting to the City utility system, the Owner agrees to pay connection charges at the rate schedule applicable at the time the Owner requests to actually connect his property to the sewer utility system, in addition to any costs of construction. Any commitment payment that has not been forfeited shall be applied to the City's connection charge(s).

7. 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, or as they may be hereafter adjusted.

8. Intervening Properties. In the event Owner's property lies more than one-quarter mile from the point at which connection to the City's utility system is to be made, and prior to any connection to the City utility system being allowed, Owner shall secure participation in, and connection to, the extended line from all intervening property owners located within 200 feet of the extended line through an agreement between the City and such intervening property owners with mutually agreeable terms and conditions for connecting to the system.

9. 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 Pierce County or other jurisdictions.

10. 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 such facilities 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 Director;

B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such main line 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 main line and/or other capital facilities will remain free from defects in workmanship and materials for a period of   N/A   years.

11. Annexation. The 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 that the City may execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and that the signature of the Owner on this agreement shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. 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 annexation.

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

a. The use of the property will be restricted to (check one):

- Single Family
- Commercial
- Industrial
- Multiple Family

- b. The development or redevelopment shall comply with all requirements of the City comprehensive land use plan, zoning code and building regulations for similar development or redevelopment in effect 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 not result in a development which does not conform to City standards.

13. Other Terms and Conditions. The Owner agrees to abide by and comply with other terms and conditions that the City has established as set forth below:

14. 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.

15. Late-Comer Reimbursement. The City agrees to provide reimbursement payment(s) to the Owner for the costs incurred in the installation of certain of the required water and sewerage improvements all in accordance with the following terms:

- a. Term:

The duty to reimburse shall extend for ten (10) years from the date the engineering plans for the extension work have been approved by the City and thereupon shall terminate.

b. Notice:

It shall be the responsibility of the Owner to provide the City with notice of entitlement of reimbursement before the City will be obligated for disbursement of late-comer reimbursement monies.

c. Amount:

The amount subject to reimbursement shall equal the actual provable cost of the following components of construction:

- i) The costs of sewerage or water improvements installed within the city limits extending from the existing city sewerage or water systems to the Owner's property identified above in Section 2.
- ii) The costs of sewerage or water construction within the state right-of-way.
- iii) The cost associated with added sizes of sewerage or water facilities which are above the minimums required to adequately serve the needs of the subject properties and listed uses as determined by the City. Owners shall provide invoices of actual expense to the City for approval prior to establishment of the amounts subject to reimbursement. The cost shall be determined upon final acceptance by the City.
- iv) Lines and equipment to be subject to late-comer reimbursement shall be identified as such on as-built plans submitted to the City.

d. Contributory Area:

Reimbursement payments shall be required prior to actual connection of water or sewer service to any property located within the "contributory area" as outlined in the drawing marked Exhibit "B" for water and Exhibit "C" for sewer, both of which are attached hereto and fully incorporated herein by this reference.

e. Amount of Reimbursement:

Reimbursement shall be on an acreage basis in accordance with the results of the application of the following formula:

$$\frac{\text{No. of Acres to be Connected}}{\text{Total Acres Within Contributory Area}} = \frac{\text{Amount to be Reimbursed}}{\text{Total Cost of Reimbursable Expense}}$$

The City shall assess a five percent (5%) administrative fee for maintaining late-comer reimbursement records and files which shall be deducted from the amount(s) reimbursed to the Owner. Reimbursement may be deferred by the City until the total of all sums due Owners at any one time is at least One Hundred Dollars (\$100.00).

16. 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.

17. 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.

18. 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.

19. Attorneys' 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.

CITY OF GIG HARBOR

OWNER

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator/Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for the state  
of Washington residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ (he/she) \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for the state  
of Washington residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

ACCEPTED by the City of Gig Harbor this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Mayor



SCHEDULE A

Amount of Insurance: \$ 85000.00

Order No.: 8833187

Premium: \$ 440.00

Date of Policy: December 15, 1988 at 4:30 P.M.

1. Name of Insured:

John A. Brewer and Shirley A. Brewer, husband and wife

2. The estate or interest in the land described herein and which is covered by this policy is fee simple and is at Date of Policy vested in:

THE NAMED INSURED

3. The land referred to in this policy is situated in the State of Washington, County of PIERCE and described as follows:

Lots 1 through 4 of Pierce County Short Plat 78-940, according to the plat recorded in Volume 31 of Short Plats at page 77, records of Pierce County;

Situate in the County of Pierce, State of Washington.

3/6/89

John Brewer

EXHIBIT "C" - SUPPLEMENT

Amount of Reimbursement

1. Number of acres to be connected:  
    .516 acres = 0.516
  
2. Number of acres within contributory area:  
    1.406 acres = 1.406
  
3. Total cost of reimbursable expense:  
    \$8,299.20
  
4. Cost to be reimbursed:  
    \$3,045.80

# KARNER TITLE COMPANY

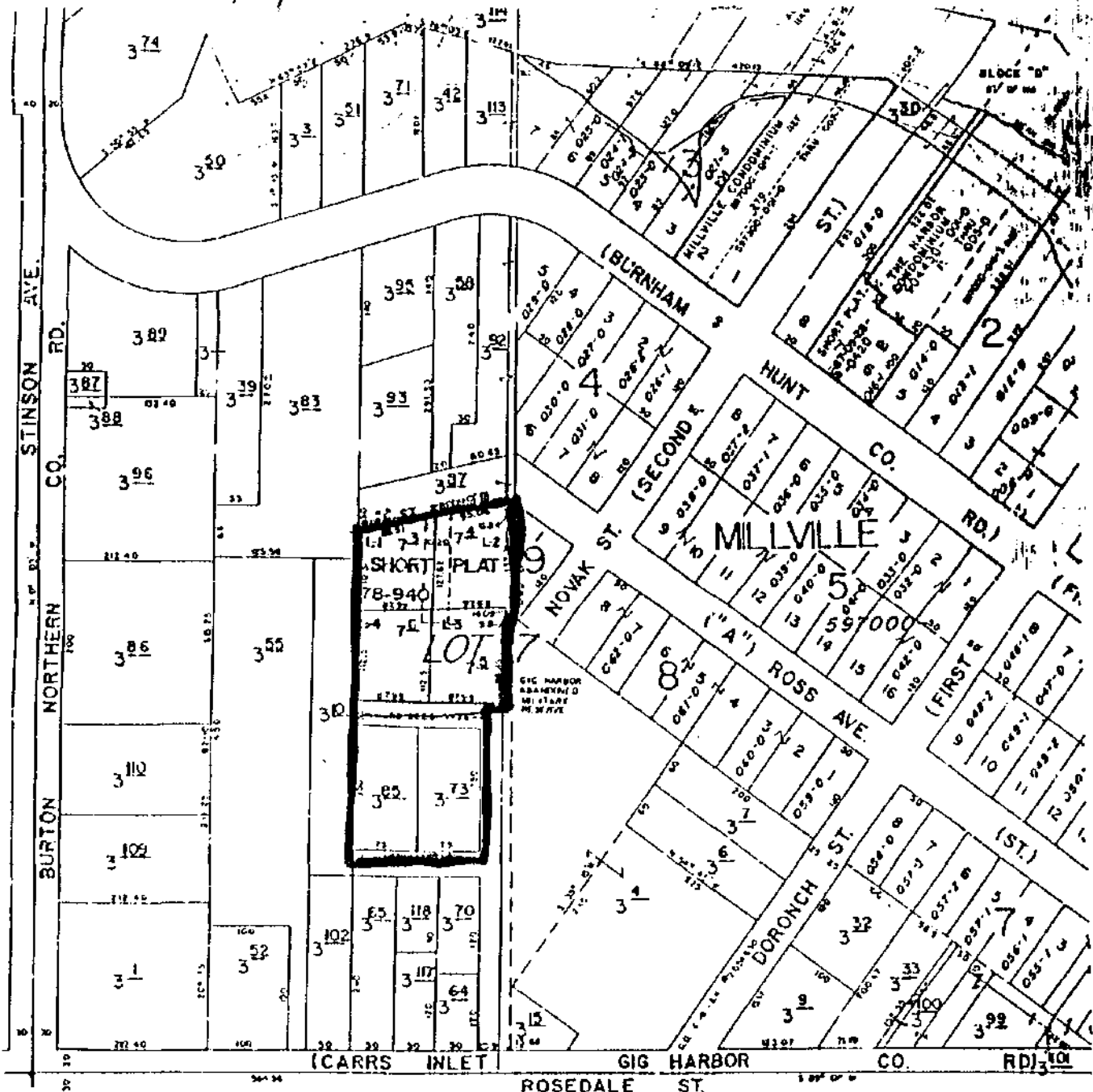
AMERICAN SAVINGS CENTER • 3RD FLOOR  
 820 A STREET • TACOMA, WASHINGTON 98402  
 TELEPHONE (206) 383-1031

THIS SKETCH IS PROVIDED AS A COURTESY FOR THE SOLE PURPOSE OF ASSISTING  
 IN LOCATING THE SUBJECT PROPERTY AND NO LIABILITY IS ASSUMED FOR  
 INACCURACIES WITHIN THE SKETCH. REFERENCE SHOULD BE MADE TO A SURVEY  
 FOR FURTHER INFORMATION.

ORDER NO. 8833187 CUSTOMER NO. \_\_\_\_\_ VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

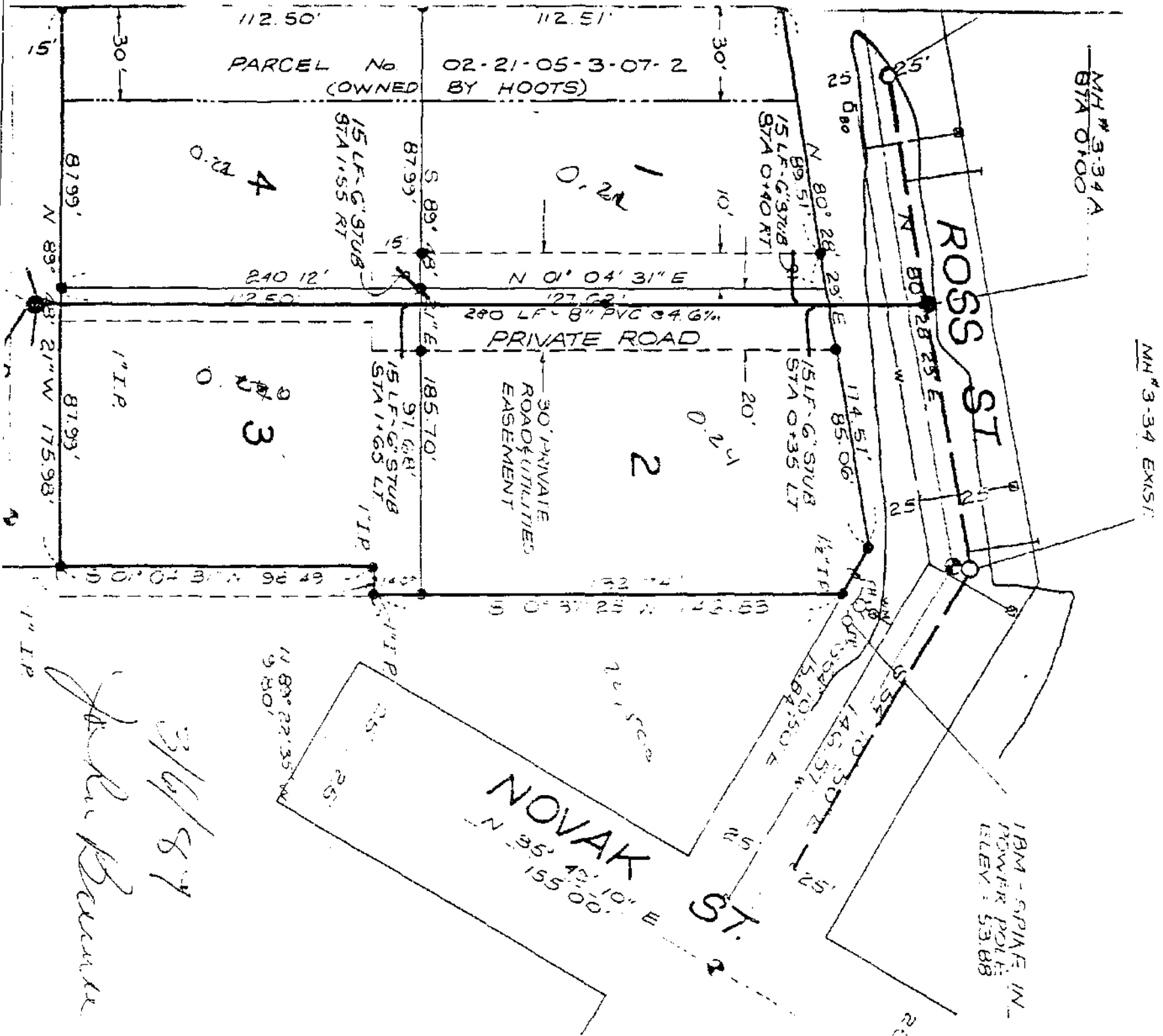
SECTION 5 TOWNSHIP 21 RANGE 2E

*3/6/89  
 J. M. Bremer*



*SHORT PLAT*

# BREWERY SECTION 5, TOW



MH # 3-34 EXIST

MH # 3-34  
BX 0100

IBM - SPIRE IN -  
POWER POLE  
ELEV - 53.88

NOVAK ST  
N 35° 42' 10" E  
155.00'

ROSS ST  
N 80° 28' 29" E  
114.51'

PARCEL No 02-21-05-3-07-2  
(OWNED BY HOOTS)

3/6/84

J. R. Brunker

1" I.P.

N 80° 22' 35" W  
9.80'



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: MICHAEL R. WILSON, CITY ADMINISTRATOR  
SUBJECT: EXPANSION OF SEWER UTILITY SERVICE  
KOA CAMPGROUND  
DATE: JANUARY 25, 1991

*Write*

Since the last city council meeting, we (Ben, Ray and I) have had an opportunity to meet with Mr. & Mrs. Cochran to discuss their intent to convert the KOA Campground to a "manufactured home" development. This meeting was conducted pursuant to their request submitted to the city to expand the sewer utility service to their property.

We discussed with the Cochran's the two pertinent issues: 1) Use of their property as a "manufactured home" development; and, 2) compliance with the city's development standards (primarily storm drainage and street construction standards).

Relative to the land-use issue, it is my opinion that after further dialogue with the Cochran's, staff and legal counsel, that we should refrain from attempting to trade the land-use issue at this time. The reasons for not prolonging an approval of sewer service expansion to this property until the development complies with the city's land-use regulations is as follows:

1. The city currently provides sewer service to this property without any contractual stipulations with Pierce County upon acquisition of the sewer system that certain limitations would apply to "existing" users.
2. Reliance by the applicants upon previous city policy that "manufactured" or "mobile" homes that were placed on a permanent foundation were considered as "dwellings" under our codes.
3. Inability of the city to effectively address the entire issue of "manufactured" or "mobile" home uses (and other affordable housing) within residential designated areas, particularly in the Gig Harbor North region, in a timely fashion.

Expansion of Sewer Utility Service-KOA  
January 25, 1991  
Page 2

4. Substantial upgrade of the Cochran's property from a campground facility to a "manufactured" home development which has already been approved by Pierce County.

With respect to the development standards issue, Ben has examined the plans and the storm drainage system is more than adequately designed. The streets are private and will be owned and maintained by the Cochrans who will continue to own the land and lease out the house sites.

My recommendation, therefore, is the City Council approve the expansion of the sewer utility service to this site based on the above rationale and conditions.





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: Michael R. Wilson, City Administrator *mw*  
SUBJECT: Salary Range - Engineering Technician  
DATE: January 25, 1991

At the last city council meeting, the council decided to table the issue of setting the salary range for the "Engineering Technician" position until after the Finance Committee had an opportunity to examine the salary comparison data.

Attached is a copy of the salary survey for the "Engineering Technician" position which shows two possible ranges. If you used the survey of the comparable cities only, the salary range for the position would be \$1,920 to \$2,400. If you use the all cities/counties survey, the salary range would be \$1,955 to \$2440. Either one of these ranges would be acceptable.

By the time the city council meets Monday evening, I will have met with both finance committee members and a recommendation will be presented.



POSITION: Engineering Technician

<u>Employer</u>	<u>Class Title</u>	<u>Monthly Salary</u>	<u>Effect. Date</u>
Gig Harbor	Engineering Tech.	1,650 - 2,065	1/1/90
<u>Comparable Cities</u>			
Sumner	Engineering Tech.	1,874 - 2,284	
Fife	Engr. Tech.	1,783	
Milton	---	---	
Port Orchard	---	---	
Fircrest	---	---	
Steilacoom	---	---	
Enumclaw	Engr. Tech.	2,130 - 2,441	
Poulsbo	---	---	

Labor Market Top Step Median: 2,284  
Percent Above (Below) Top Step Median:

*Calc + 5% = 2,400*

*Range: 1,920 - 2,400*

Control Cities/Counties

Bremerton	Engr. Tech.	1,830 - 2,149
Kitsap Co.	Engr. Tech II	1,598 - 2,249
Tacoma	Engr. Aide	1,971 - 2,358
Pierce Co.	Engr. Aide I	1,958 - 2,455
Olympia	Engr. Tech II	2,030 - 2,467
Tumwater	Engr. Tech II	1,811 - 2,207
Lacey	Engr. Tech I	1,855 - 2,374
Puyallup	Engr. Techn	1,580 - 2,393

Labor Market Top Step Median: 2,366  
Percent Above (Below) Top Step Median:

All Survey Cities/Counties

Labor Market Top Step Median: 2,325  
Percent Above (Below) Top Step Median:

*Calc + 5% = 2,440*

*Range: 1,955 - 2,440*



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: Michael R. Wilson, City Administrator *M.R.W.*  
SUBJECT: Lease of Bogue Building-WIC Program (Mary Bridge  
Hospital)  
DATE: January 25, 1991

Please find attached a lease agreement for the lease of the Bogue Building (old library and chamber building) to Multi-care Medical Center for the purpose of providing WIC program services on Thursdays of each week. You will note that I have incorporated some modifications which still need to be drafted into the final agreement.

This agreement has been submitted to legal counsel and any pertinent changes Wayne Tanaka has will be presented at the council meeting.

NEED TO ADD EXHIBIT B -  
REAL PROPERTY DESCRIPTION  
(SEE PROPERTY MGR)

### GIG HARBOR LEASE

THIS LEASE, dated as of the \_\_\_\_\_ day of January, 1991 is between City of Gig Harbor, a municipality (herein called "Landlord"), and MULTICARE MEDICAL CENTER, a Washington non-profit corporation (herein called "Tenant").

1. Premises. Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, on the terms and subject to the conditions herein set forth, a portion of the real property located at 3125 S. Judson Street, Gig Harbor, Pierce County, Washington, more particularly described in Exhibits A and B ("Property"), and the improvements located on the real property ("Improvements"). The term "Premises" means the Property and Improvements.

2. Term. This Lease shall be for a term of one (1) year commencing at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 1991, and ending at 11:59 p.m. on the \_\_\_\_\_ day of 1992, provided that Tenant or Landlord may terminate this Lease at any time with or without cause by giving not less than sixty (60) days prior to written notice to Landlord. *the other party to this agreement.*

3. Rent. Tenant agrees to pay Landlord, at Landlord's address set forth in Section 23 hereof or at such other place as Landlord may designate in writing, rent in the amount of One Dollar (\$1.00) per month (the "Monthly Rent"), payable in advance, on the first day of each calendar month during the term hereof.

4. Use of the Premises. The Premises may be used as a local site for the Federal Special Supplemental Food Program for Women, Infants, and Children ("WIC Program"), and for any other lawful use not inconsistent with the character of the Premises. *Tenant shall occupy and use the premises for WIC program services on Tuesdays of each week only. Such services and use of the premises by the Tenant shall be conducted in a manner not to interfere*

5. Care of Premises. Tenant will, at its sole cost and expense, keep the Premises in as good repair as when the Premises are delivered to it except for ordinary wear and tear, damage by fire, the elements and other casualty, and damage which is not caused by the negligence of Tenant. Tenant also agrees to obtain all governmental licenses, permits and consents necessary in order for it to comply with all applicable environmental laws and ordinances in connection with its tenancy, and to hold Lessor harmless from any damages arising from Tenant's failure to do so. Subject to the provisions of Section 12 hereof, Landlord, at its sole cost and expense, shall maintain in good condition and repair the structural parts of the building and other improvements that are part of the Premises (including foundations, bearing and exterior walls, subflooring, roof and roof support systems) and drains, downspouts and gutters, plumbing and heating, lighting equipment and shall make all other repairs necessary to keep the Premises in good condition and repair *on district the quiet use of the other section of the building by the other tenant, Gig Harbor Peninsula Chamber of Commerce.*

## GIG HARBOR LEASE

which the Tenant is not required to make.

6. Utilities, Custodial Services and Maintenance. Landlord shall make all arrangements for and pay for all utilities (except telephone service and all connection charges) and regular custodial and maintenance and services.

7. Taxes. Tenant shall pay, before the same become delinquent, all taxes assessed or levied against Tenant's furniture, fixtures, equipment. Landlord shall pay when due all real property taxes and general and special assessments levied and assessed against the premises, and shall furnish Tenant with evidence of such payment.

8. Insurance. Landlord at its cost, shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious endorsements, to the extent of full replacement value.

*- Additional insured*

9. Liability Insurance. Tenant at its sole cost and expense shall obtain and maintain in full force and effect during the term of this Lease comprehensive public and professional liability and property damage insurance or self-insurance covering any and all claims for injury to or death of persons and loss of or damage to property incurring in, on, or about the Premises, with a combined single limit of not less than One Million Dollars (\$1,000,000). All such insurance shall be issued by companies satisfactory to Landlord, and shall contain a provision requiring thirty (30) days' written notice to both parties and Landlord's mortgages (if any) before cancellation or change in the coverage, scope or amount of any such policy. Prior to the commencement date of the Lease term, Tenant shall furnish Landlord with a certificate of such policy, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration of any expiring policy.

*- Indemnity provision*

10. Liens. Tenant shall keep the Premises and Tenant's leasehold interest-free and clear from any liens or lien claims arising out of work performed, materials furnished or obligations incurred by or on behalf of Tenant. If any such lien or lien claim is filed against the Premises or Tenant's leasehold interest, Tenant shall cause the same to be discharged within thirty (30) days after the date of filing; provided, however, that in the event of a bona fide dispute by Tenant, with respect to the validity or correctness of such lien, Tenant shall be entitled to contest the same by appropriate proceedings diligently pursued.

11. Delivery of Possession. Landlord covenants and agrees that possession of the Premises will be delivered to Tenant at the commencement of the term of this Lease in as good condition as the Premises now are or as the same are required to be altered pursuant to the terms of this Lease.

**GIG HARBOR LEASE**

12. Damage and Destruction. In the event the Premises are destroyed or damaged by fire, earthquake or other casualty then:

- a. If the damage or destruction is such that, in the reasonable opinion of Tenant given to Landlord within thirty (30) days after such damage or destruction, the building constituting part of the Premises ("Building") is rendered wholly unfit for occupancy and use by Tenant or if such damage and destruction cannot be repaired and the Building restored with reasonable diligence within ninety (90) days of the happening of such event, then this Lease may, at the option of Tenant, be terminated on written notice to Landlord given within fifteen (15) days after delivery of Tenant opinion described above, and rent shall cease from the date of such damage or destruction.
- b. If the damage or destruction is such that, in the reasonable opinion of Tenant given to Landlord within thirty (30) days after such damage or destruction, the Building is rendered wholly unfit for occupancy by Tenant but such damage or destruction can be repaired and the Building is restored with reasonable diligence within ninety (90) days of the happening of such event or if subsection (a) is applicable and, Tenant does not elect to terminate this Lease, then Landlord shall promptly and diligently and with all reasonable speed rebuild and repair the Building and rent shall cease from the date of such event until the Building is so rebuilt and repaired.
- c. If the damage or destruction is such that, in the reasonable opinion of Tenant given to Landlord, within thirty (30) days after such damage or destruction, a portion only of the building is rendered unfit for occupancy and use by Tenant and the remainder of the Building can be occupied and used by Tenant without undue inconvenience or difficulty, then Landlord shall promptly, and with all reasonable speed, repair and restore such portion within forty-five (45) days of the happening of such event, and rent shall abate to account for such portion unfit for occupancy by Tenant until the whole of the Building is capable of being occupied and used by Tenant. If the parties cannot agree on the extent to which rent should be abated within fifteen (15) days after delivery of Tenant's opinion described above, the dispute shall be settled by arbitration.
- d. If such damage or destruction is not repaired within ninety (90) days pursuant to subsection (b) above or within forty-five (45) days pursuant to subsection (c) above, then Tenant at its option may terminate this Lease on fifteen (15) days' written notice to Landlord.

13. Assignment and Subletting. Neither this Lease nor any right hereunder may