

GIG HARBOR CITY COUNCIL MEETING

MARCH 11, 1991

AGENDA
GIG HARBOR CITY COUNCIL MEETING
MARCH 11, 1991

PUBLIC COMMENT/DISCUSSIONS

CALL TO ORDER:

PUBLIC HEARINGS:

APPEALS:

APPROVAL OF MINUTES: February 25, 1991,

1990 CITY OF GIG HARBOR EMPLOYEE OF THE YEAR - *Dave Brunton*

APPOINTMENT OF PLANNING COMMISSION MEMBER

CORRESPONDENCE:

1. Mayor Wilbert to acknowledge Boy Scout Troop. Troop Leader, Steven Shove (265-2360).
2. Letter from Mayor Rice, Chair of Regional Organizing Committee.

ACTION ITEMS:

OLD BUSINESS:

1. Late-Comer's Agreement - Brewer

NEW BUSINESS:

1. *Rmy* *1st reading* First Reading - Amendment to Fee Schedule Ordinance - Fire Marshall Inspection Services.
2. *hills* Tacoma-Pierce County Health Dept. 1991 Agreement.
3. *Tex* Gig Harbor\Pierce County Communications Maintenance Agreement.
4. *Bry* Sewer Lift Station #3 - Diesel Generator - Bids
5. *Bry* Bogue Building Remodel - Bids
6. *Roy* Request to Revise Shoreline Permit - SDP 82-01 - Hennington Place Condos.
7. *Rmy* Request for Consideration to Annex (10% to Petition) -- Hugh Magnuson (Randall Drive)

April Conting

- for*
8. Request to Amend Petition - Dave Frick, Rushmore-Reid Annexation.
- Mike*
9. Personnel Policies Resolution
- Mike*
10. 1990 Achievements Report
11. Liquor License Review:
- a. Special Occasion License: Gig Harbor Peninsula Area Chamber of Commerce.
 - b. Fraternal Order of Eagles - Gig Harbor
 - c. Tides Tavern

DEPARTMENT MANAGERS' REPORTS:

- 1. Police Report.
- 2. *Public Works Report*

MAYOR'S REPORT:

COMMITTEE REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Home Rule Study Group: March 14, 7:00 P.M., Gig Harbor City Hall. Guest speakers will be members of "Home Rule for Bainbridge".

APPROVAL OF PAYROLL: Warrants _____ through _____, ending February 28, 1991.

APPROVAL OF BILLS: Warrants _____ through _____.

EXECUTIVE SESSION:

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 25, 1991

PRESENT: Mayor Wilbert and Councilmembers Davis and English;
Councilmember Frisbie arriving at 7:35 PM;
Councilmember Perrow arriving at 8:30 PM. Hoppen
absent.

At 7:10 Mayor Wilbert announced that a quorum was not yet in attendance, therefore, the meeting would begin with those items of public interest not requiring a quorum.

OLD BUSINESS

1. Review of Tacoma-Pierce County Solid Waste Management Plan.

Sally Sharrad of Pierce County explained the background of the Tacoma-Pierce County Solid Waste Management Plan and the state "Waste Not, Washington" Act, which mandated counties to develop and implement a waste reduction and recycling program.

Councilman Frisbie arrived at 7:35 PM. At the end of the review of the Solid Waste Management Plan, and a quorum now seated, the meeting was officially called to order at 7:50 PM.

4. Discussion of Soundview Drive Improvements.

Ben Yazici, Public Works Director, discussed the safety and technical issues and the change in plans necessitated by the lack of available funding through DOT. Yazici presented and compared the five alternatives in detail, including the costs of each. City Administrator Wilson reviewed funding options which included a low interest trust fund loan with a minimum 10% match through DCD, bond finance, an LID and/or some combination of those using Alternative C as an example, as well as the limitations each of those choices would impose. Mayor Wilbert called for comments from council; Councilwoman Davis requested that public comments first be heard. Jacqueline Traen, Betty Hoffman, Al Hoffman, Gayle Jones, Moreen Goldman, Frank Witt, Leanne Layton, Harriet Stroud, Darlene Holliday, Don Zamo, and J. Berg, as residents of Soundview Drive and/or the immediate area, voiced their concerns.

MOTION: To table until staff has had time to schedule another workshop. Davis\.

MOTION WITHDRAWN. (Davis)

MOTION: To table this for three council meetings [3/11; 3/25; 4/8] to enable staff to schedule more work shops and to be brought back at the fourth council meeting [4/22]. Frisbie\English. Motion carried. Unanimous.

Mayor Wilbert recessed the meeting at 8:30 PM; Reconvening at 8:35. Councilman Perrow arrived at this time.

APPROVAL OF MINUTES: (February 11, 1991)

MOTION: To approve the minutes of February 11, 1991. English/Davis. Motion carried, 3-0; Councilman Frisbie abstaining.

Mayor Wilbert requested that the Second Reading of the Zoning Code Ordinance and Map be reserved until after 9:00 PM (Item 2, Old Business).

OLD BUSINESS (Con't)

3. Brewer Late-Comer's Agreement.

Mr. Brewer requested this item be scheduled to another agenda, because one of the affected property owners was ill and unable to attend the meeting.

MOTION: To table the Late-Comer's Agreement to the next council meeting [3/11]. Davis\Frisbie. Motion carried. Unanimous.

NEW BUSINESS

1. Peninsula School District Request for Sewer Utility Service.

City Administrator Wilson presented background information, including capital expansion of the school district to accommodate the demographic projection of a large student population. Dr. John Armenia, Peninsula School District, explained the nature of, and the reasons for, the request and that the request was

supported by Pierce County officials because it is the more environmentally sound choice. Mr. Tom Semon, Engineer, explained the only other choice open to the district would be an inadequate one, in that the school's drain field could not be expanded without negative impact to the groundwater in the area.

MOTION: To approve the extension of sewer utility service through execution of a standard utility extension agreement which would include working out additional revenue and collection on maintenance and the cost of the build out of 38,000 gallons. Davis\English. Motion carried. 2-1. Perrow abstaining. Frisbie opposed.

2. Urban Area Agreement with Pierce County.

MOTION: To remove the Urban Area Agreement with Pierce County from the table. [2/11/91]. English\Davis. Motion carried. Unanimous.

City Administrator Wilson reviewed the specifics of the agreement and the new "urban area, future city boundaries" map.

MOTION: To adopt Exhibit A with the extended boundaries. Davis\English. Motion carried. Unanimous.

Tom Morfee of the Peninsula Neighborhood Association offered information regarding future Pierce County Review.

MOTION: To adopt the Urban Area Agreement with Pierce County. Davis\English. Motion carried. Unanimous.

OLD BUSINESS (Con't)

2. Zoning Code and Zoning District Map Ordinance - 2nd Reading.

Ray Gilmore, Planning Director presented the second reading of the Zoning Ordinance and recapped issues still in abeyance, (height and impervious coverage [Perrow] and the SR\16 designation) as well as noting a

correction designated as at page 9, that of Restaurants, taverns and lounges under Conditional Uses, which should have been designated as at page 8, under Permitted Uses.

MOTION: To adopt the zoning code and zoning district map of Ordinance No. 598. Davis\Frisbie.

AMENDMENT TO MOTION: To move Item 5, Delicatessens, under Permitted Uses [17.48.020], to Conditional Uses [17.48.030]. Frisbie/Davis. Motion carried. Unanimous.

AMENDMENT TO MOTION: To move Item 5, Boat construction, not to exceed one boat per calendar year, under Conditional Uses [17.48.030], to Permitted Uses [17.04.020]. Frisbie/Davis. Motion carried. Unanimous.

AMENDMENT TO MOTION: To amend the language under 17.48.030, item 1, to read "One triplex and one fourplex residential structure. Frisbie/Davis. Motion carried. Unanimous.

AMENDMENT TO MOTION: To add, under 17.48.040, an item 9, which reads: "It is the intent of these development standards that each multi-family structure provide the full minimum lot area" and then cite an example: A project with an available lot area of 24,000 square feet could construct only a fourplex with a conditional use permit; a project with an available lot area of 42,000 square feet could construct 2 fourplexes with a conditional use permit." Frisbie/Davis.

Mayor Wilbert inquiring and Planning Director Gilmore commenting:

". . . maybe it would be easier to write at the very top [of 17.48.040, under 'multi-family' column], 15,000 per duplex, 18,000 per triplex, and 21,000 per fourplex."

AMENDMENT TO MOTION REVISED: Recommend we incorporate Planning Director's suggestion, and add [under 17.48.040, at Item 1, Min. lot area, Multi-family Column]: 15,000 per duplex, 18,000 per triplex, and 21,000 per fourplex.
Frisbie/Davis. Motion carried. Unanimous.

AMENDMENT TO MOTION: To amend 17.48.060:

(a) at the first paragraph: The maximum building height is 16 feet except as provided under Section 17.62; or the maximum building height shall be increased to a maximum of 24 feet if two additional water view/access opportunities are provided.

(b) at item 4, require that the pitch of the roof be equal to or steeper than 2 to 1 (6:12), but not greater than 1 to 1 (12:12 pitch).the pitch .

(c) to add an item 5, requiring that all projects be subject to a site plan review process according to 17.96.

Perrow/Davis. Motion carried,
3-1: English opposed (a).

- AMENDMENT TO MOTION: at 17.48.090, at item 2, add, landscaping shall be limited to 36" in height as measured from the material it is growing from. Frisbie\English. Motion defeated, 2-2-1. Perrow and Davis opposing. Mayor Wilbert opposing.
- AMENDMENT TO AMENDMENT: To add: " only in view corridor". Davis\Frisbie. Motion defeated, 3-1.
- AMENDMENT TO MOTION: To restore the incentives sections at 17.48.090, 5A and at 17.50.040, 10A. Perrow\Davis. Motion carried. 3-1. English opposed.
- AMENDMENT TO MOTION: Change impervious lot coverage requirement, under 17.48.090, at 5A from 90 percent to 80 percent: " Maximum impervious lot coverage may be increased up to a maximum of eighty (80) percent. . .". Perrow\Davis. Motion carried, 3-1. English opposed.
- AMENDMENT TO MOTION: To limit the impervious lot coverage requirement for commercial, [17.50.040 at 10A] to ninety (90) percent. Frisbie\Davis
- AMENDMENT TO AMENDMENT TO MOTION: To limit the impervious lot coverage requirement for commercial, at 17.50.040, 10A to eighty (80) percent: "Maximum impervious lot coverage may be increased up to a maximum of eighty (80) percent. . .". English\Perrow. Motion carried, 2-2-1. Frisbie and Davis opposed; Mayor Wilbert in favor.

- AMENDMENT TO MOTION: To accept the Planning Commission recommendation of RB-2 (Rosedale area). English\Davis. Motion carried. Unanimous.
- AMENDMENT TO MOTION: to change the R-1 designation in the North Burnham Drive area to square it up with the Mexican restaurant. Motion withdrawn.
- AMENDMENT TO MOTION: To adopt the Zoning Code and Zoning District map of Ordinance No. 598, AS AMENDED. Davis\English. Motion carried. Unanimous.

NEW BUSINESS (Con't).

3. SPR 90-12/VAR 90-15, Gig Harbor Car Wash. Hearing Examiner Recommendation:

Planning Director Gilmore presented the background information, explaining the Hearing Examiner had recommended approval of the application, subject to three conditions. Dave Freeman, of Snodgrass-Freeman Associates, and Phil Arenson requested council reverse conditions 1 and 3.

MOTION: To Table until end of the meeting so that applicants would have opportunity to clarify their final site plan. Frisbie\Davis. Motion carried. Unanimous.

4. SDP 90-05/VAR 90-16 Yu Residence. Hearing Examiner Recommendation.

Planning Director Gilmore explained the Hearing Examiner's Recommendation that the variance be approved, but the shoreline permit be denied.

MOTION: To approve the Hearing Examiner's findings and recommendations which grant approval of the zoning variance and denial of the shoreline permit and to adopt RESOLUTION 307 in support thereof. Davis\English. Motion carried. Unanimous.

5. SDP 90-04/SPR 90-10: MCI Development. (Hearing Examiner Recommendation).

Planning Director Gilmore explained the results of the two public hearings and the Examiner's recommendation that the variance request and shoreline permit be denied. Jim Richardson, representing the applicant, requested that the matter be tabled until he and the applicant have had an opportunity to review the Hearing Examiner's findings.

MOTION: To table until applicant has had an opportunity to review the Hearing Examiner's findings. Davis\Perrow. 3-1. Frisbie opposed. Motion carried. Unanimous.

6. Request for Consideration of Annexation (10% Petition) - Rosedale.

Planning Director Gilmore pointed out the area of annexation, and recommended that this be considered for annexation only in conjunction with adjacent property. Geoffrey Moore, of Pac-Tec Engineering, representing the Higgins' and Rainwaters', pointed out the specific parcels in question.

MOTION: To accept the petition as submitted. Frisbie\Davis. Motion carried. Unanimous.

7. Request for Consideration of Annexation (10% Petition)-Hoover Road).

Planning Director Gilmore pointed out the area of requested annexation. Jim Richardson presented some background re the request.

MOTION: To accept the petition based on the condition that the three five-acre parcels south of Rosedale Street be included in the request. Davis\Perrow. Motion carried. Unanimous.

NEW BUSINESS - (Item 4, Con't)

4. SPR 90-12/VAR 90-15 Gig Harbor Car Wash. Hearing Examiner Recommendation).

Dave Freeman and Phil Arenson returned with a clarified, finalized, and initialled, site plan and presented it to Council for final consideration.

MOTION: To remove this item from the table.
Frisbie\Davis. Motion carried. Unanimous.

MOTION: To adopt the exhibits as submitted, subject to the following conditions: The conditions of the Hearing Examiner are modified as follows:

1. The auto detail shop shall be constructed in accordance with the approved site plan and shall have insulation in the walls and ceiling.

2. (Condition 2 of the Hearing Examiner remains intact.

3. The auto detail building shall be painted to match the existing building.

4. Lighting on the north side of the building shall be directional and shielded to prevent glare to the east.

Perrow\Davis. Motion carried. Unanimous.

MOTION: To adopt RESOLUTION 308, as amended, in support of the foregoing. Davis\Frisbie.
Motion carried. Unanimous.

ANNOUNCEMENT OF OTHER MEETINGS:

Pierce County Transportation Plan Meeting, Thursday Evening,
February 28, 6:00-9:00 PM.

APPROVAL OF BILLS:

MOTION: To approve bills (claim warrant numbers 018085 through 023140). Perrow\Davis.
Motion carried. Unanimous.

EXECUTIVE SESSION:

MOTION: To adjourn to Executive Session.
Davis\Perrow. Motion carried. Unanimous.

ADJOURN:

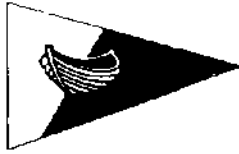
MOTION: To adjourn, at 11:35 PM. Frisbie\Davis.
Motion carried. Unanimous.

Adjourned, at 11:35 PM, February 25, 1991.
(Tapes: 221A-221B; 222A only; 223A-223B;
224A to 235ft.)

APPROVED:

Gretchen S. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City."

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

TO: CITY COUNCILMEMBERS
RAY GILMORE, PLANNING COMMISSION
FROM: GRETCHEN WILBERT, MAYOR
SUBJ: APPOINTMENT TO THE PLANNING COMMISSION
DATE: MARCH 8, 1991

A Thankful Tribute

The entire community was saddened by the recent death of Planning Commissioner, Marion Stancic. Marion was appointed to the Planning Commission a year and a half ago and fulfilled the role of liaison with the fishing community. I will be seeking someone to step into the remaining 4 1/2 years of his term. Someone with like ties to a basic historical heritage of our community

A few weeks ago, Commissioner Dr. Robert Stuart brought me his letter requesting to resign from the Commission. He cited his desire to work in other areas for the community. I honor his request and personally thank him for his time and dedication to volunteer public service.

The Appointment Of A New Commissioner Is At Hand.

I suggest the appointment of Al Johnsen. Some of you may not know Al Johnsen. He's a quiet man with many talents and a world of experience to feed his creative mind. Al served his country during WW II following 4 years of apprenticeship in the construction trades. From 1949 to 1964 he was a construction contractor. It was during his four years of commercial fishing the Alaskan waters out of Sitka that he became inspired by the work of Tlingit Indian totem carvers eventually leading him into a career as one of the leading ceramic artists in the land. Mr. Johnsen is a published writer, a lecturer and a teacher. His assignments have taken him from New York to Sweden to Los Angeles.

Al and his wife Clarice discovered Gig Harbor a number of

Councilmembers
Planning Commission Appointment - Al Johnsen
Page 2

years ago and settled one block up from the shore on Peacock Hill. They care deeply about Gig Harbor and the people who live here. Al will be bringing to the Commission a viewpoint from the North end of our city.

With Council's approval of this appointment, Mr. Johnsen will serve the remainder of Commissioner Stuart's unexpired term.

I respectfully request Council to confirm my appointment of Mr. Al Johnsen to the Gig Harbor Planning Commission.

Attachment

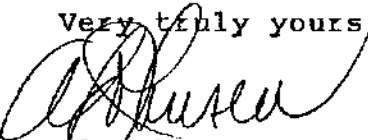
Al Johnsen
9106 Peacock Hill Ave.
Gig Harbor, WA. 98332
(206) 851-7336

March 7, 1991

Mayor Wilbert

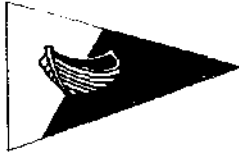
As a resident and property owner, I have for some time been extremely interested in the planning and development of Gig Harbor. Upon my appointment to the Planning Commission, I will endeavor to work diligently, compassionately and patiently, contributing what I can to the work being done by the excellent existing commission.

Very truly yours,



Al Johnsen

AJ/ct



City of Gig Harbor. The "Maritime City."
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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: COUNCILMEMBERS
FROM: GRETCHEN WILBERT, MAYOR
SUBJ: COVER LETTER FROM MAYOR RICE, CHAIR OF REGIONAL
ORGANIZING COMMITTEE

I have on my desk the framework Plan of the new Regional Planning Agency for the Central Puget Sound Area. Our participation is being requested. I have the application for the March 13 convocation meeting to be held at Bellevue Red Lion, at 3:30 P.M.

This group is the outgrowth of the Puget Sound Council of Governments reorganization.

Is it important to participated in this organization? The focus will be on Regional Transportation Planning (RTP). I get the feeling it will address an HCT, high capacity transportation plan along with highway emphasis and ferry routes.

Direction from Council and City Administrator Wilson is requested.

Attachment

Regional Organizing Committee
219 First Avenue South, Suite 305
Seattle, Washington 98104
Telephone: (206) 623-2744

RECEIVED

MAR 5 1991

CITY OF GIG HARBOR

Members

Mayor Norm Rice, Chairman
Councilmember Brian Corcoran
County Executive Tim Hill
Commissioner John Horsley
Mayor Pete Kinch
Mayor Terry Lukens
Councilmember Lois North
Mayor Bob Roegner
Councilmember Barbara Skinner
Councilmember Jim Street
Mayor Karen Vialle

M E M O R A N D U M

March 1, 1991

Alternates

Councilmember Bill Brubaker
Mayor Art Conduff
Mayor Linn Epperly
Councilmember Kathleen Sandor

TO : Central Puget Sound Local Elected Officials

FROM : Seattle Mayor Norm Rice
Chair, Regional Organizing Committee

SUBJECT: REGIONAL CONVOCATION OF LOCAL ELECTED OFFICIALS
TO CONSIDER RECOMMENDATIONS FOR A NEW REGIONAL
PLANNING AGENCY, WEDNESDAY, MARCH 13, 1991

I would like to encourage you to attend the Convocation of Local Elected Officials, scheduled as follows:

DATE: Wednesday, March 13, 1991

TIME: 2:30 - 3:30 p.m. Registration
3:30 - 5:30 p.m. Business Meeting
5:30 - 7:00 p.m. Reception

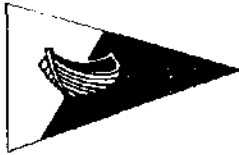
PLACE: Red Lion Hotel Bellevue
Idylwood Room
300-112th Avenue S.E.
Bellevue, Washington

If you have not yet registered but plan to attend, please fill out attached form and return to us as quickly as possible.

The Convocation is scheduled to take action on some extremely important matters. The Regional Organizing Committee, established by PSCOG Resolution A-90-02, will present recommendations to local elected officials of the central Puget Sound region. Recommendations include: The Framework Plan to replace the PSCOG with a new regional council; an interlocal agreement; and proposed bylaws, all of which are contained in the attached agenda.

Please mark your calendars and return the attached registration form. We look forward to your presence at this important meeting.

Attachments



City of Gig Harbor. The "Maritime City."
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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MICHAEL R. WILSON, CITY ADMINISTRATOR
FROM: BEN YAZICI, PUBLIC WORKS DIRECTOR
SUBJECT: LATE-COMERS AGREEMENT-JOHN BREWER
DATE: FEBRUARY 25, 1991

BBY

I met with the affected property owners, Mr. John Brewer, Mr. Robert Grant and Mrs. Marcia Rogala, to discuss the subject latecomers agreement. As you know, two property owners had raised some concerns regarding the \$3,045 total reimbursable cost of the agreement.

Mr. Brewer is now willing to deduct \$900.00 engineering cost from the total \$8,299.20 cost of reimbursable expense. The new cost is \$7,399.20. The total reimbursable expense will then be \$2,715.50, which is \$330 less than the original estimate of \$3,045. All affected parties are agreed on this number.

We will continue to work with Mr. Grant and Mrs. Rogala and assist them to connect to the City sewer.



City of Gig Harbor. The "Maritime City."

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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:

$$\begin{array}{rcl} \text{No. of Acres} & & \text{Amount to be} \\ \text{to be Connected} & = & \text{Reimbursed} \\ \hline \text{Total Acres Within} & & \text{Total Cost of} \\ \text{Contributory Area} & & \text{Reimbursable Expense} \end{array}$$

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:
 \$7,399.00

 4. Cost to be reimbursed:
 \$2,715.50
-

KAMMER TITLE COMPANY

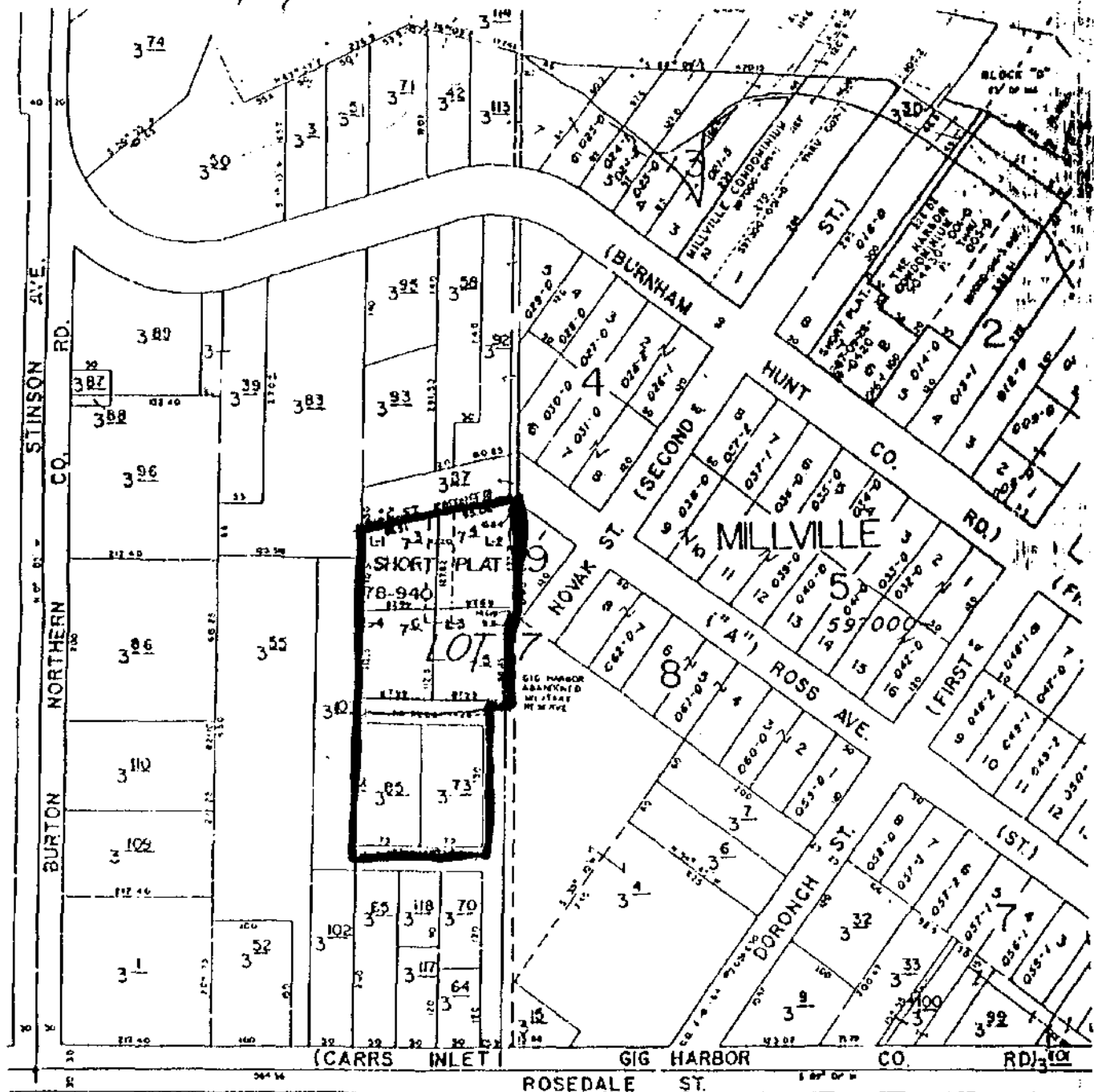
AMERICAN SAVINGS CENTER • 3RD FLOOR
820 A STREET • TACOMA, WASHINGTON 98402
TELEPHONE (206) 383-1031

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

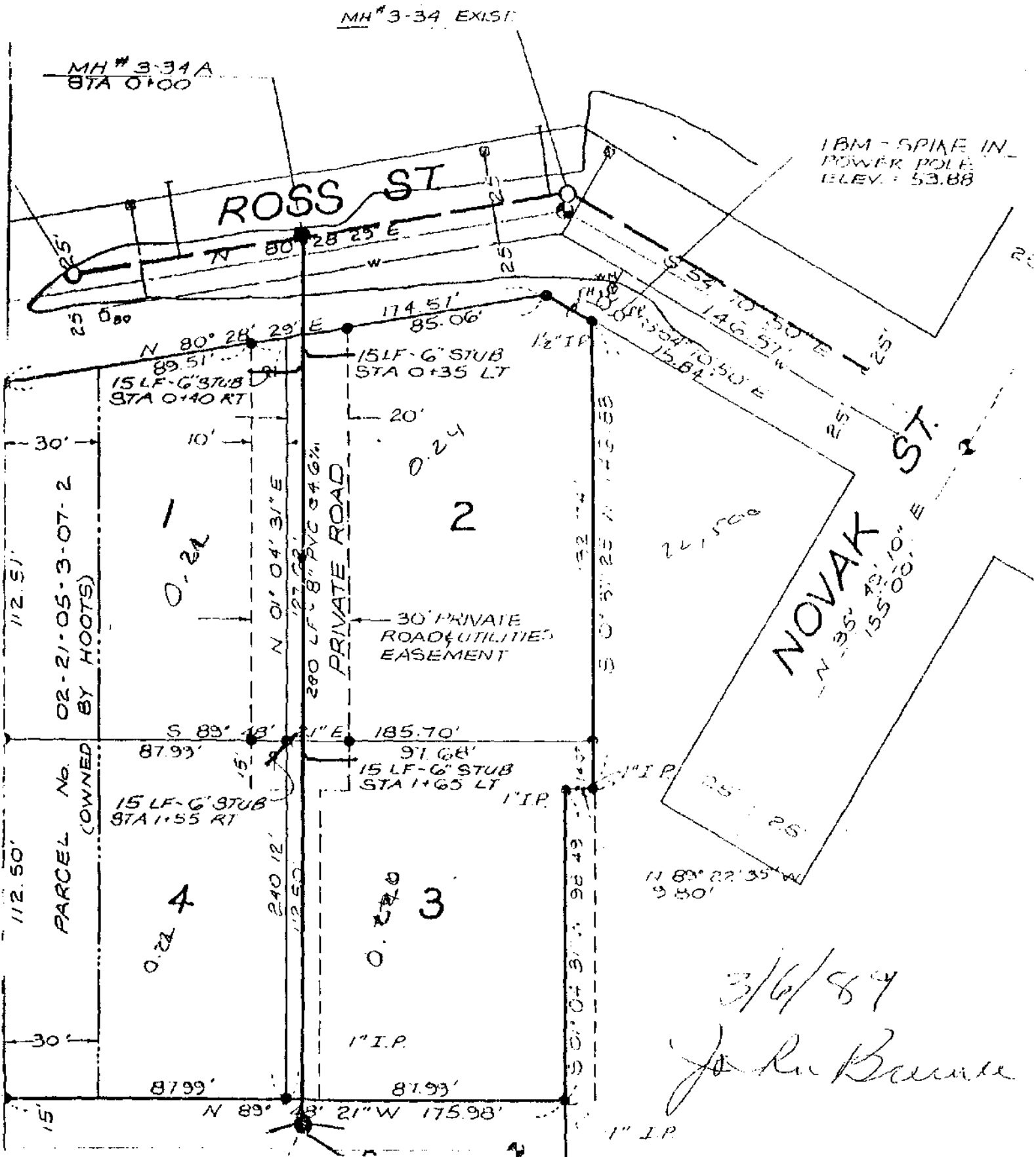
*3/6/89
Kammer Title*



SCHAFER

BREWE

SECTION 5, TOW





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

TO: MAYOR AND CITY COUNCIL
FROM: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL *SB*
DATE: MARCH 6, 1991
SUBJECT: UNIFORM FIRE CODE PERMIT AND INSPECTION FEE
ORDINANCE

Submitted for your consideration is the draft ordinance which would modify Chapter 3.40 of the Gig Harbor Municipal Code.

RCW 19.27.110 authorizes cities and counties to impose fees sufficient to pay the cost of inspections, administration and enforcement of the Uniform Fire Code. The proposed ordinance will establish a fee schedule for use by the Fire Marshal to help compensate for the cost of enforcement of the Uniform Fire Code. The fee schedule has been taken from a similar ordinance which has been in use by the Pierce County Fire Prevention Office since its enactment by the Pierce County Council on February 16, 1989. The City Attorney is reviewing this draft of the adopting ordinance and will be submitting comments for consideration prior to the second reading.

RECOMMENDATION:

The Mayor and City Council adopt the revisions to Chapter 3.40 of the Gig Harbor Municipal Code as proposed after the second reading of the ordinance and inclusion of any required revisions.

FOR COUNCIL INFORMATION:

Complete copies of the Uniform Fire Code and its revisions are available for review in the Gig Harbor Community Development Department.

CITY OF GIG HARBOR

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 3.40 OF THE GIG HARBOR MUNICIPAL CODE "FEE ORDINANCE" TO ADD A NEW SECTION TO PROVIDE A MECHANISM FOR COLLECTING FEES FOR INSPECTION AND PERMIT APPLICATIONS.

WHEREAS, the Mayor and City Council finds that RCW 19.27.110 authorizes cities to impose fees sufficient to pay the cost of inspections, administration and enforcement of the Uniform Fire Code; and

WHEREAS, the Mayor and City Council finds that the imposition of reasonable fees is necessary to ensure the adequate enforcement of the Uniform Fire Code; and

WHEREAS, the Mayor and City Council finds that no fees are currently being charged for permit applications or for inspections;

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

Section 1. Gig Harbor Municipal Code Chapter 3.40 is hereby amended as incorporated herein.

Section 2. The Fire Prevention Bureau is hereby authorized to charge fees for processing permit applications for permits required pursuant to Article IV of the Uniform Fire Code as now enacted or hereafter amended. The Gig Harbor Fire Marshal shall charge those fees as are set forth in Exhibit "B" attached hereto and by this reference incorporated herein.

Section 3. This ordinance shall take effect and be in full force five (5) days after publication as required by law.

Fire Marshal Fee Ordinance
Page 2

PASSED by the City Council of the City of Gig Harbor,
Washington, and approved by its Mayor at a regular meeting
of the council held on this day of , 1991.

Gretchen S. Wilbert, Mayor

ATTEST:

Michael R. Wilson
City Administrator/Clerk

Filed with the city clerk: 3/8/91
Passed by city council:
Date published:
Date effective:

EXHIBIT "A" TO ORDINANCE NO. _____

Section 3.40.010 (ph) Q of the Gig Harbor Municipal Code is hereby amended to read as follows:

Q. Special Inspections (and permits):

1. Inspections

There is hereby imposed a \$20.00 inspection fee for all inspections carried out pursuant to the provisions of Section 2.201 of the Uniform Fire Code as now enacted or hereafter amended. The \$20.00 inspection fee shall include two reinspections for the purpose of ensuring the correction of any deficiencies noted in a prior inspection. If additional reinspections are necessary to ensure correction of any deficiency or defect, the Gig Harbor Fire Marshal shall charge a fee of \$30.00 per hour with a one-hour minimum and to be computed in one-quarter hour increments, not to include travel time.

2. Article IV Permits

The Fire Prevention Bureau shall charge fees for processing permit applications required pursuant to Article IV of the Uniform Fire Code as now enacted or hereafter amended. The amount of the fee shall be set by Ordinance of the Gig Harbor City Council and fee schedules shall be made available to members of the public upon payment of photocopying charges. When any occupancy requires multiple permits, the Gig Harbor Fire Marshal shall charge the highest of the several fees plus one-half of all other required fees.

3. After Hours Inspection

For any inspections authorized or required pursuant to the Uniform Fire Code and for which it is necessary to have an inspection made after normal business hours, which are Monday through Friday, 8:30 a.m. until 4:30 p.m., or on recognized City of Gig Harbor holidays, the Gig Harbor City Fire Marshal shall charge an inspection fee of \$45.00 per hour with minimum of one-hour to be measured in quarter hour increments including travel time.

4. Building \$50.00

EXHIBIT "B" TO ORDINANCE NO. _____

TYPE OF PERMIT	FEE
AIRCRAFT REFUELING VEHICLE	\$10.00
AIRCRAFT REPAIR HANGER	\$50.00
AUTOMOBILE WRECKING YARD	\$50.00
BONFIRES/RUBBISH	\$10.00
BOWLING PIN/ALLEY REFINISH	\$50.00
BURNING IN PUBLIC PLACE	\$10.00
CANDLES/OPEN FLAME	\$10.00
CELLULOSE NITRATE STORAGE	\$10.00
COMBUST. FIBER STORAGE	\$25.00
COMPRESSED GAS/FLAMMABLE	\$25.00
COMBUSTIBLE MATERIAL	\$25.00
CRYOGENS	\$10.00
DRY CLEANING PLANT	\$25.00
DUST PRODUCING OPER.	\$50.00
EXPLOSIVES/BLASTING USE	\$50.00
EXPLOSIVES/BLASTING STORAGE	\$25.00
EXPLOSIVES/BLASTING TRANS.	\$10.00
FLAMMABLE LIQUIDS STORAGE	\$15.00
COMBUSTIBLE LIQUIDS STORAGE	\$10.00
FLAMMABLE LIQUIDS USE	\$15.00
COMBUSTIBLE LIQUIDS USE	\$10.00
FLAMMABLE TANK INSTALL	\$15.00

Fire Marshal Fee Ordinance
Page 5

FLAMMABLE TANK REMOVE	\$15.00
COMBUSTIBLE TANK INSTALL	\$15.00
COMBUSTIBLE TANK REMOVE	\$15.0
FLAMMABLE TANK CHANGE CONTENT	\$15.00
COMBUSTIBLE TANK CHANGE CONTENT	\$15.00
FLAMMABLE OR COMBUSTIBLE - PIPE LINE	\$50.00
FRUIT RIPENING	\$10.00
FUMIGATION/FOGGING	\$10.00
GARAGES/VEHICLE REPAIR	\$25.00
HAZARDOUS MATERIAL/STORE	\$50.00
HAZARDOUS MATERIAL/USE	\$25.00
HAZARDOUS MATERIAL/TRANS.	\$10.00
HAZ. PRODUCTION MAT. STORE	\$50.00
HAZ. PRODUCTION MAT. USE	\$25.00
HAZ. PRODUCTION MAT. TRANS.	\$10.00
HIGHLY TOXIC PESTICIDES/STORE	\$50.00
HIGH PILED COMBUST. STORAGE	\$25.00
JUNK YARDS/OPERATE	\$50.00
LIQUEFIED PETRO. GAS/INSTALL	\$15.00
LIQUEFIED PETRO. GAS/OPERATE	\$15.00
LUMBER YARDS/STORE LUMBER	\$50.00
MAGNESIUM WORKING	\$50.00
MALL, COVERED FOR DISPLAY	\$10.00
MALL, COVERED FOR CONCESSION	\$10.00
MALL, COVERED FOR KIOSKS	\$10.00

Fire Marshal Fee Ordinance
Page 6

MALL, COVERED FOR ASSEMBLY	\$25.00
MALL, COVERED FOR G.P.E.	\$10.00
MALL, COVERED FOR OPEN FLAME	\$10.00
MALL, COVERED FOR GAS UNIT	\$10.00
MATCHES/MANUFACTURE	\$50.00
MATCHES/STORE	\$25.00
NITRATE FILM/STORE	\$25.00
NITRATE FILM/USE	\$10.00
NITRATE FILM/HANDLE	\$10.00
OIL WELL/OWN	\$10.00
OIL WELL/DRILL	\$50.00
OIL WELL/OPERATE	\$25.00
OIL WELL/MAINT.	\$10.00
GAS WELL/OWN	\$10.00
GAS WELL/DRILL	\$50.00
GAS WELL/OPERATE	\$25.00
GAS WELL/MAINT.	\$10.00
OPEN FLAME/IN MARINAS/BOATS/SLIP/WHARVES	\$10.00
COOKING ON WHARF/SLIP/BOAT	\$10.00
ORGANIC COATING/MAN.	\$50.00
OVENS INDUSTRIAL	\$10.00
PARADE FLOATS	\$10.00
PLACE OF ASSEMBLY/OPERATE	\$25.00
RADIOACTIVE MATERIAL/STORE	\$50.00

Fire Marshal Fee Ordinance
Page 7

RADIOACTIVE MATERIAL/HANDLE	\$50.00
REFRIGERATION EQUIP./INSTALL	\$10.00
REFRIGERATION EQUIP./OPERATE	\$10.00
SPRAYING/OPERATE	\$50.00
DIPPING/OPERATE	\$25.00
TANK VEHICLE/OPERATE	\$10.00
TENT/ERECT	\$25.00
TENT/OPERATE	\$10.00
TIRE RECAPPING	\$50.00
WASTE MATERIAL PLANT	\$100.00
WELDING/CUTTING OPERATE	\$50.00

NOTE: When any occupancy requires multiple permits, the Gig Harbor Fire Marshal shall charge the highest of the several fees plus one-half of all other required fees.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL R. WILSON, CITY ADMINISTRATOR
SUBJ: PUBLIC HEALTH AGREEMENT
DATE: MARCH 7, 1991

You will find attached a copy of the 1991 Public Health Services Agreement with the Tacoma Pierce County Health Department. As noted, this agreement provides the same amount of costs for service as it did in 1990. (\$2.00 per capita.)

Presently, the method used for calculating these health service costs is being examined by the Public Health Board and a committee representing small cities. This reexamination of the cost for services will definitely result in increased cost to the City of Gig Harbor next year and beyond.

I would recommend your approval of this agreement.

Attachment

**Tacoma-Pierce County
Health Department**

Alfred M. Allen, M.D., M.P.H.
Director of Health

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S**
- JOE STORTINI—Pierce County Executive
 - KAREN VIALLE—Tacoma Mayor
 - BARBARA SKINNER—Pierce County Councilmember
 - GREG MYKLAND—Tacoma Councilmember
 - M. JAMES WICKS, M.D.—Member-at-Large
 - ALAN NYGAARD—Ex-officio Member, Summer City Administrator
Representing Pierce County Cities & Towns Association

RECEIVED
FEB 15 1991

February 11, 1991

CITY OF GIG HARBOR

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

Dear Mayor Wilbert:

This letter transmits the 1991 Agreement between your jurisdiction and the Tacoma-Pierce County Health Department for public health services. The agreement reflects the same \$2.00 per capita amount as in the 1990 agreement.

As you are undoubtedly aware, 1991 is the last year you will see this particular formula in your agreement. The Funding Formula Negotiation Team, appointed by the Tacoma-Pierce County Board of Health, is quickly completing its task of recommending a revised formula to the Board of Health. The new formula is expected to be approved by the Board of Health in sufficient time to implement for your 1992 budget development cycle.

The Funding Formula Negotiation Team has worked together productively in its task of recommending a new formula for the funding of public health services in Pierce County. While this difficult task is not yet complete, it is worth noting that your representatives from the Small Cities and Towns have become well informed about public health in our community and have done an excellent job of representing the interests of your jurisdictions.

In the course of negotiating a new formula, some of the concepts the Negotiation Team have committed to are: fairness and equity in the funding of public health services, jurisdictions' capacities to pay, phasing-in the financial impacts of the new formula, revisiting the formula within a prescribed number of years, and the recognition that public health benefits all citizens irrespective of jurisdictional boundaries. Future meeting dates and information packages will be communicated to you as progress continues on this task.

The enclosed Agreement for 1991 requires your signature at your earliest convenience. Questions should be addressed to Vicki Kirkpatrick at 591-6487 or Sandra E. Menter-Berry at 591-6425.

Sincerely,



Alfred M. Allen
Director of Health

AMA:bjh

Enclosure

PUBLIC HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of January, 1991, by and between the Tacoma-Pierce County Health Department, hereinafter called the "Health Department" and the City of Gig Harbor, a municipal corporation, hereinafter called the "City";

WHEREAS, the administration of public health services in the County of Pierce and in the City, is under the supervision and direction of the Health Department; and

WHEREAS, the Health Department renders basic health services for the benefit of the City as defined by the Laws of the State of Washington; and

WHEREAS, the City is to contribute funds for the maintenance and operation of the Health Department as consideration for such basic health services; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, RCW 39.34.030, and RCW 70.08.090, and RCW 70.05.150, **NOW THEREFORE**,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Health Department Services.** The Health Department will render public health services as defined by the Laws of the State of Washington for the benefit of City, which services shall include, but not be limited to, disease prevention and control, environmental control, and vital statistics. The Health Department shall also:
 - a. provide the necessary personnel to implement and carry out such public health programs within the corporate limits of City;
 - b. insure that public health personnel shall be duly qualified doctors, community health nurses, environmental health specialists, social workers, laboratory technicians, or other similar qualified health department personnel;

- c. provide such necessary facilities such as public health clinics and administrative offices; the Board of Health of the Health Department shall determine the location of said facilities.
2. **City Contribution.** The City agrees to budget and pay to the Health Department for deposit in the "Tacoma-Pierce County Health Department Fund", an amount equal to two dollars (\$2.00) per capita of city population. Said population figure shall be as determined by the State Office of Program Planning and Fiscal Management in April of 1990. Said sum shall be paid to the Health Department at least quarterly during the calendar year 1991 or in such other manner as may be convenient to the City, provided, said sum be paid in full before December 31, 1991.
3. **Uniformity.** It is understood and agreed by both parties that the two dollar (\$2.00) per capita rate is a uniform figure applicable to all cities and towns in the County of Pierce, except the City of Tacoma, and has been determined by the Board of Health of the Health Department to be reasonable and necessary for the conduct of public health responsibilities within the service area of the Health Department.
4. **Term.** The term of this agreement shall commence January 1, 1991 and shall terminate December 31, 1991.
5. **Administration.** The administrator responsible for implementing this agreement shall be the Director of Health of the Health Department.
6. **Real and Personal Property Disposal.** The Health Department shall be responsible for acquiring, holding and disposing of any real and personal property used pursuant to this agreement in accordance with the Laws of the State of Washington.

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

BY *Ken Vialle*
Chair, Board of Health

DATE 2/8/91

BY *Al Allen*
Health Officer

DATE 2/13/91

CITY OF Gig Harbor
a municipal corporation

BY _____
Mayor

DATE _____

Attest:

City Clerk

Official Population 3,050

Payment due for 1991 \$6,100.00

Approved as to form:

PRESTON, THORGRIMSON, SHIDLER, GATES & ELLIS

BY _____
Robert Backstein
Attorney for Tacoma-Pierce
County Health Department

STATEMENT

**TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
3629 SOUTH "D" STREET
TACOMA, WASHINGTON 98408-6897**

INVOICE
CONTROL NO. H 00604

DATE February 11, 1991

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

MAKE CHECKS PAYABLE TO: TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

Payment for amount due as per 1991 agreement, \$2.00 per capita:

3,050 @ \$2.00 each

6,100.00

DETACH HERE

Total amount this billing

PLEASE DETACH & RETURN THIS PORTION WITH YOUR REMITTANCE TO:

Tacoma-Pierce County Health Department
3629 South "D" Street • Mail Stop ASD 002
Tacoma, WA 98408-6897

BILLING PREPARED BY:

FUND	625 — 002	DEPT
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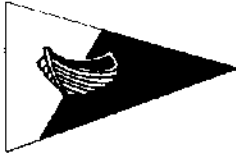
ITEM NO.	FUND (3)	DEPT (3)	PROG. (4)	BASUB (5)	OBJ (2)	M-OBJ (4)	LEDGER NO. (5)	AMOUNT	PMT CODE
	625	001	0000	33862	00	8600		6,100.00	
TOTAL								6,100.00	

Originating Department HEALTH FINANCE

Prepared by Barbara Hughes

Telephone No. 591-6033

INVOICE CONTROL H 00604



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: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*
SUBJECT: GIG HARBOR - PIERCE COUNTY AGREEMENT FOR
COMMUNICATIONS MAINTENANCE PROGRAM
DATE: MARCH 11, 1991

Attached is a contract between Pierce County and the City of Gig Harbor for the maintenance of the Public Works radio communications system. The County staff has been maintaining the Public Works radio system under the current Gig Harbor Police Department and Pierce County maintenance agreements. New County regulations now require the County to have a separate agreement for the Public Works Department.

This agreement does not create an additional financial burden on the City. We are very pleased with the County's service on this matter. We recommend a Council motion to accept the agreement and authorize staff to sign it.

Attachments

AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made January 1, 1991, between PIERCE COUNTY, herein referred to as "County", and Gig Harbor Public Works Department referred to as Gig Harbor Public Works.

SECTION 1. THE PARTIES

This is a communications maintenance and installation program contract between Gig Harbor Public Works and PIERCE COUNTY.

SECTION II. TERM OF AGREEMENT - TERMINATION

This agreement shall commence as of January 1, 1991 and terminate on December 31, 1991. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of Gig Harbor Public Works radio communications system shall be carried out by County.
- B. On notice from Gig Harbor Public Works, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County radio shop, which shall include installation of radio equipment in all Gig Harbor Public Works vehicles.

SECTION IV. FEES

Gig Harbor Public Works shall reimburse the County for its services described above, at the rate of Fifty (\$50.00) and materials billed at cost plus 20% dollars per hour from 8:00 a.m. through 4:00 p.m. In addition, the County shall be reimbursed for all materials and parts provided by County, except that prior written authorization by Gig Harbor Public Works shall be required for materials or parts in excess of Five Hundred (\$500) dollars. Payment shall be made by

Gig Harbor Public Works within thirty (30) days of presentation of invoice, listing time, parts and materials by the County.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, Gig Harbor Public Works shall not be responsible or liable in any manner whatsoever for, and County shall indemnify Gig Harbor Public Works against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused directly or indirectly by any defect or error in, or any negligence or error, except for the sole negligence of Gig Harbor Public Works in connection with the installation, maintenance, engineering or upgrading of the radio system unit. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of Gig Harbor Public Works. If this agreement is assigned without Gig Harbor Public Works written consent either by active County or by operation of law, it shall thereupon terminate subject to the provisions hereinafore set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____.

Gig Harbor Public Works Department

BY _____

Recommended by:



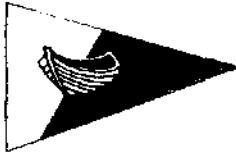
William M. Lokey
Director

PIERCE COUNTY

BY _____

JOE STORTINI
Pierce County Executive

Approved as to form only:



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 GIG HARBOR CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BBY*
SUBJECT: SEWER LIFT STATION # 3 - DIESEL GENERATOR
DATE: MARCH 11, 1991

In order to comply with Department of Ecology regulations, we have solicited bids to install an onsite additional generator for Lift Station # 3.

We have received two (2) bids:

Pacific Detroit Diesel-Allison	\$14,741.65
Star Rental and Sales	\$16,199.00

The Public Works Director recommends a council motion to accept the bid from Pacific Detroit Diesel-Allison and to purchase the generator for \$14,741.65

BBY:gh



PACIFIC

DETROIT DIESEL-ALLISON



6851 E. Marginal Way S.
Seattle, WA 98108
(206) 763-0505
FAX: (206) 763-2401

5061 N. Lagoon Avenue
Portland, OR 97217-7694
(503) 283-0505
FAX: (503) 240-4692

3436 Olympic Street
Springfield, OR 97477
(503) 746-1661
FAX: (503) 746-8381

1493 Kingsley Drive
Medford, OR 97504
(503) 779-4822
FAX: (503) 779-8542

QUOTATION

**CITY OF GIG HARBOR, PUBLIC WORKS
GIG HARBOR, WA. 98335**

DATE February 26, 1991

PHONE (206) 851-8136

We are pleased to quote you as follows, subject to conditions below:

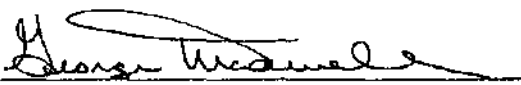
QUANTITY	DESCRIPTION	EACH	AMOUNT
1	<p>Kohler Model 60ROZJ Diesel Engine Generator and Automatic Transfer Switch equipped per the attached Bill of Material per your request.</p> <p style="text-align: right;">COST:</p> <p style="text-align: right;">SALES TAX:</p> <p style="text-align: right;">TOTAL:</p> <p>Note:</p> <p>Bid Bond attached</p>	lot	<p>\$ 13,675.00</p> <p>\$ 1,066.65</p> <p>\$ 14,741.65</p>

DELIVERY: 4 - 8 weeks after receipt of order	F.O.B. jobsite, on the truck
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TERMS: Net 30 days

Prices are subject to change and will be those in effect at time of delivery. All deliveries are contingent upon strikes, accidents and delays beyond our control. Title ownership to remain in Pacific Detroit Diesel Allison, Inc., until purchase price is paid in full. In case a default be made in payments on account, such payments shall be considered as liquidated damages for freight and other charges. All contracts and agreements are subject to the written approval of an executive officer.

SUBMITTED BY: PACIFIC DETROIT DIESEL ALLISON, INC.

SALESMAN: 
George McDowell



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CUSTOMER: CITY OF GIG HARBOR, PUBLIC WORKS DEPARTMENT

PROJECT: 60KW DIESEL GENERATOR AND AUTOMATIC TRANSFER SWITCH

We offer the following bill of material and quotation for the power generation equipment. We will furnish all standard items per catalog sheets and will include other items checked.

GENERATOR SET MODEL: KOHLER MODEL 60ROZJ

RATING/FUEL SYSTEM: 60KW, 480 volt, 3 phase, diesel

- unit mounted radiator
- remote radiator
- air cooled
- heat exchanger
- radiator duct flange
- flexible fuel lines
- fuel daytank _____ gallon
- fuel storage tank _____ gallon
- sub-base tank 30 gallon
- low level contact
- auxiliary fuel pump
- flexible exhaust connector ~~shipped loose~~ mounted
- muffler: critical residential industrial shipped loose mounted
- governor type: standard isochronous
- voltage regulation \pm 2 %
- AC meters VM AM FM
- engine gauges: OP WT BCVM RTM FP Tachometer
- safety shutdowns: OS HT LOP OC OV
- prealarms
- remote annunciator
- NFPA 110 hospital lamps
- alarm horn & switch
- engine block heater
- line circuit breaker 100 amps shunt trip aux. switch
- starting batteries
- battery cables
- battery rack
- battery charger automatic float trickle
- weather housing
- vibration isolators shipped loose installed between set and skid
- cycle cranking
- lube oil glycol
- standard warranty 2-year warranty 5-year warranty
- job site start-up with building load with load bank

ABBREVIATION DESCRIPTIONS

- VM = Voltmeter
- AM = Ammeter
- FM = Frequency Meter
- OP = Oil Pressure
- WT = Water Temperature
- BCVM = Battery Charger Volt Meter
- RTM = Running Time Meter
- OS = Overspeed
- HT = High Temperature
- LOP = Low Oil Pressure
- OC = Overcrank
- OV = Overvoltage
- OT = Oil Temperature
- FP = Fuel Pressure

The following items are excluded:
Any off engine wiring or piping, rigid fuel and exhaust piping, exhaust insulation and hangers, fuel for site testing, load bank cables (in excess of 30 feet), louvers, shutters and sheet metal ducting unless shown.

AUTOMATIC TRANSFER SWITCH MODEL:

Kohler KI66341-0150

150 amps 3 poles 480 volts

Nema 1 open

time delays: start transfer retransfer cooldown

inphase monitor

exercisor w/wo load

pilot lights test switch

auxiliary contacts auxiliary relays

time delay neutral

battery charger

NOTES:

ADDITIONAL ITEMS INCLUDED BUT NOT LISTED ABOVE:

1. Exhaust tail pipe and rain cap
 2. Safeguard breaker
 3. Oil drain extension w/valve
 4. Mechanical fuel gauge on sub-base fuel tank
- note - will provide at least 4 hours run time at full load

Freight, job jobsite, on the truck Submittals as needed copies O/M manuals 1 set copies

Terms: Net 30 days

TOTAL COST \$ 13,675.00 (plus tax) Quote valid for 60 days. Jobsite startup \$ incl extra

Delivery approx. 4-8 weeks. Approx. ship weight 2500 lbs. and dimensions L _____ W _____ H _____

Signature George McDowell

George McDowell

February 26, 1991

DISTRIBUTORS • DETROIT DIESEL ALLISON DIVISION, INC., GENERAL MOTORS CORPORATION

DISTRIBUTORS OF KOHLER GENERATORS

1601 S. 1st St.
Yakima, Wash. 98901
Phone (509) 575-1414

1912 W. 'A'
Pasco, Wash. 99301
Phone: (509) 545-8521

PREPARED IN THE DISTRICT SALES OFFICE INDICATED ABOVE TO WHICH ALL SUBSEQUENT CORRESPONDENCE SHOULD BE DIRECTED.

TO CITY OF GIG HARBOR			DATE 2-26-91
ADDRESS 3105 JUDSON ST. P.O. 145			F.O.B. POINT: JOB SITE
CITY GIG HARBOR	STATE WA.	ZIP CODE 98335	DELIVERY ESTIMATE: 12 WEEKS FROM ORDER
ATTENTION: BAN YAZICI GENTLEMEN: We are pleased to offer this proposal subject to the conditions below.			PAYMENT TERMS: NET 30 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	NEW APTECH MODEL A10060-48 60 KW GENERATOR AT 277/480 VAC. 3 PHASE ENGINE - JOHN DEERE 4039 T GENERATOR - WIMA 36050039 BASE - STRUCTURAL STEEL WITH 30 GALLON INTEGRAL FUEL TANK JACKET WATER HEATER (ENGINE) VIBRATION ISOLATORS AUTO-START WITH A.C. METERS, D.C. GAUGES WITH 4 FUNCTION SAFETY SHUT DOWNS WEATHER ENCLOSURE WITH MOUNTED EXHAUST SYSTEM BATTERY AND CABLES MODEL 150A AUTOMATIC TRANSFER SWITCH START UP BY FACTORY ENGINEER THIS UNIT WILL MEET OR EXCEED YOUR SPECIFICATIONS		
	YOUR DELIVERED COST		16,199. ⁰⁰ / ₁₀₀

CONDITIONS

- Proposals covering specific existing machinery, equipment, tools and supplies are offered subject to prior sale or commitment unless otherwise stated herein.
- Proposals covering machinery, equipment, and supplies to be manufactured or in process of manufacture are subject to change prior to our acceptance in case of manufacturer's price change or freight rate change.

STAR RENTALS & SALES

ACCEPTED:

PURCHASER _____

BY *B.G. Chuck Helms*

BY _____ TITLE _____



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: BEN YAZICI, PUBLIC WORKS DIRECTOR *BZY*
RE: BOGUE BUILDING REMODELING
DATE: MARCH 11, 1991

We have solicited bids for the bathroom and lavatory additions for the Bogue Building and received two bids. The low bidder is Holsinger Construction with a bid amount of \$8,462.30, including sales tax.

Staff recommends a council motion to award the remodeling project to Holsinger Construction for \$8,462.30.

Attachments

HOLSINGER CONSTRUCTION

10009 159 St. NW
GIG HARBOR, WA 98335
TEL. 851-4858

HOLSINGER CONSTRUCTION

ERIC HOLSINGER
10009 159 St. NW
GIG HARBOR, WA 98335
TEL. 851-4858

REMODELING
NEW CONSTRUCTION
DECKS • FENCES
SUNROOMS
LIC. HOLSIC*141LS

Vinyl flooring in bathroom and approx 8' section next to bathroom. 12⁰⁰ per yd allowance.

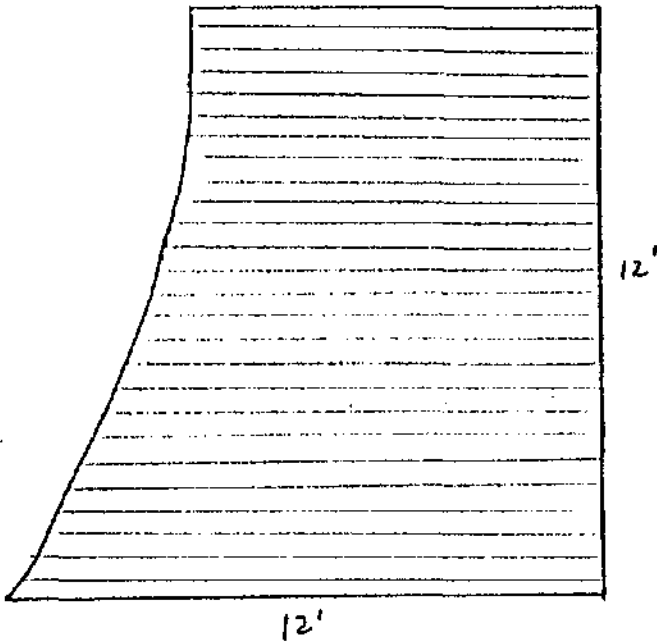
Provide toilet paper holder and towel bar.

1 - 24" bar light above sink, white base.

Painting to include latex enamel inside bathroom

Flat latex on 24' wall and ext. of bathroom.

Deck ramp on side of build. dimensions approx. $\left. \begin{array}{l} 8'6" \\ 12' \end{array} \right\}$



2x6 Tight Knot cedar decking over 2x6 treated joist.

Did not figure removal of existing heater or gas lines. Owners will provide hook up of sewer. Clean up job site, haul debris away.

7850.00
TAX 612.30

8462.30

HOLSINGER CONSTRUCTION

10009 159 St. NW

GIG HARBOR, WA 98335

TEL. 851-4858

Bathroom and Ramp Project for
Chamber of commerce building

Provisions;

Remove existing partition wall.

Frame in new walls to approx: 10' x 5'4" inside dimm.

Extend Flat ceiling throughout new section.

Provide switched light above sink area.

Rough in plumbing to include, sink and toilet. Vent,
supplies and drainage. Drain pipe will be brought
under foundation to outside of footing.

Sheetrock inside of bathroom and new walls on outside
of bathroom. 24' partition wall to be finished smooth
along with bathroom.

Plumbing fixtures;

1- 18" Toilet - handicap style & seat. - white.

1- 19" x 17" wall mounted china sink - white.

1- oval cast iron sink - white

2- Moen single handle - chrome - easy grip handle faucets

1- 36" x 24 stainless grab bar.

1- 36" solid core, prefinished birch door with knob.

1- 8' Prefinished birch cabinet, Flush doors 30° bevel

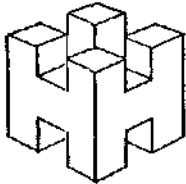
Formica counter top with sink as included in Plum. First.

Trim out door and baseboard with 1 5/8 prefinished hemlock.

Remove window and patch in. Insulate and provide

cedar siding to match existing.

Hunter



hunter construction, inc.
P.O. Box 410
Gig Harbor, WA 98335
(206) 851-3329
License No. CC01-HUNTEI*238K3
FAX 851-2715

Mr Ben Yazici, P.E.
Public Works Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Wa. 98335

March 6, 1991

RE: Chamber of Commerce Bldg.
Bathroom Addition

Dear Ben:

Please find a price and an outline for the above mentioned project.

- Division 1. General Costs
- Division 2. Demolition
Cut & Break Concrete
- Division 6. Carpentry
Approx. 8x10 exterior ramp
Move wall back toward old furnace room
Frame new walls as required
Infill windows at rest room
Provide wood trim at existing wall & ceiling
- Division 8. 3'0" wood door at rest room w/ lower handle
Plywood access door at mech space
- Division 9. New & existing gypsum board finished
Paint all unfinished & disturbed surfaces
Sheet Vinyl Floors
4' P-lam wainscote @ Restroom
4" rubber base
- Division 10. 3x4 grab bar
Towel dispenser
Liquid soap dispenser
18x24 mirror
- Division 15. Plumbing Complete to comply with H.C. requirements.
- Division 16. Electrical to provide fan & light fixture.

Price complete \$7,995.00 plus Washington State Sales Tax.

↳ 7995.00
623.61

8618.61
Charles J. Hunter

Hunter 2/28/91

City of Gig Harbor
Chamber Bldg

