

GIG HARBOR CITY COUNCIL MEETING

TUESDAY, NOVEMBER 12, 1991

7:00 p.m., City Hall Council Chambers

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 12, 1991

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PRESENTATION:

- 708 1. Rainier Cable Commission proposal - Dick Ferguson,
Pierce County Public Relations Officer*

PUBLIC HEARINGS:

1. 1992 City Budget* - General Govt + Streets

740 APPROVAL OF MINUTES:

741 CORRESPONDENCE:

1. Apples for the students - Stock Market Foods*
2. Letter of commendation - Dr. Peter Ivanovich*
3. Letter from Puget Sound Regional Council*

OLD BUSINESS:

- 745 1. Request for sewer utility service extension - Walt
Smith*
- 812 2. Wetland Management Ordinance - 3rd reading* #611
- 835 3. Personnel Policies Resolution* Effective 2/1/92

NEW BUSINESS:

- 903 1. Resolution relating to utility extension services*
- 910 2. Liquor license renewal - Rib Ticklers*

MISCELLANEOUS:

- 912 1. City of Gig Harbor Employee's Guild* =

DEPARTMENT MANAGERS' REPORTS:

- 919 1. Police: Monthly statistic report*

MAYOR'S REPORT:

- 925 1. Annexation of City of Tacoma

APPROVAL OF PAYROLL:

- 940 Warrants #6348 through #6448 in the amount of \$122,411.67*

APPROVAL OF BILLS:

- 944 Warrants #7963 through #8037 in the amount of \$48,198.30*

ADJOURN:

Furnish Sign prior to submitting to council.

*Consortium to deal w/
TV Cable Companies*

[scribble]

*Tabled
to next Council*

*Interest in forming Guild
Concerns - benefits, changing
or removing, working
conditions, job description,
time table for elections,
none specific.*

REGULAR GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 28, 1991

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

EXECUTIVE SESSION:

MOTION: To go into executive session for the purpose of discussing a pending lawsuit.

MOTION: To return to regular session.
Frisbie/Hoppen - unanimously approved.

PUBLIC COMMENT/DISCUSSION:

1. Jack Bujacich addressed the council and expressed concerns regarding the lack of newspaper coverage the informational meetings for the change in form of government had received.

CALL TO ORDER: 7:27 p.m.

NEW BUSINESS:

1. Reconsideration of Makovich street name.
Laurie Makovich Young provided council with an historical presentation on her grandfather, Lee Makovich.

MOTION: To rename Makovich Street as Castelan Street and notify the residents as required.
Davis/Frisbie - unanimously approved.

MINUTES:

MOTION: To approve the minutes of the meeting of October 14, 1991.
Davis/English - unanimously approved.

CORRESPONDENCE:

1. Safe Streets - Substance Abuse Grant.
2. Thank you from Bartell Drugs.
3. Puget Sound Regional Council.
Information on organization, meetings, and board members.

OLD BUSINESS:

1. Wetland Management Ordinance - 2nd reading.
Planning Director Ray Gilmore recommended adoption of the ordinance.

MOTION: To table this item to the meeting of December 9, 1991.
Perrow/Davis - Second was withdrawn and motion died for lack of a second.

2. Amendment to Zoning Ordinance - 2nd reading.

MOTION: To not approve the ordinance.
Davis/Frisbie - unanimously approved.

3. Amendment to business license ordinance - 2nd reading.

MOTION: To adopt Ordinance #609.
] Frisbie/Davis - unanimously approved.

4. Amendment to Uniform Fire and building Code (Sprinkler Systems) - 2nd reading.

MOTION: To adopt Ordinance #610.
Frisbie/Davis - unanimously approved.

NEW BUSINESS:

2. Request for sewer utility service extension - Walt Smith.

Walt Smith presented his request for sewer utility service. Geoff Moore and Charles Hogan also addressed the council regarding the request.

MOTION: To table this issue until the meeting of November 12, 1991 to allow staff to prepare the agreement.
Frisbie/Davis - unanimously approved.

3. Hearing Examiner report and recommendation on SDP91-02/ VAR91-12: Walt Williamson.
This item continued to the meeting of December 9, 1991.

4. Request to revise annexation area - ANX91-01: Hoover Road Annexation.
Mr. Gilmore presented information on the request from James Richardson to revise the boundary for an annexation area.

MOTION: To accept the revised boundary.
Davis/Frisbie - approved by a vote of 4 - 1
with Perrow voting against.

5. Personnel Policies Resolution.
City Administrator Mike Wilson presented council with a revised personnel policies document.

Councilmember Frisbie suggested several changes to the document to be brought back to council for approval at the next meeting.

6. New liquor license application - Bartell Drugs.
No action taken.

7. Bogue Building improvements.
Mr. Wilson recommended the installation of carpeting to the Chamber of Commerce area of the Bogue Building to complete the restoration of the building.

MOTION: To install the carpeting.
Davis/Frisbie - denied by a vote of 1 - 3
with Frisbie, Hoppen, and English voting
against and Perrow abstaining.

MOTION: To authorize the mayor and staff to furnish and install the carpeting at the city's expense.
Frisbie/Davis - approved by a vote of 4 - 0
with Perrow abstaining.

MAYOR'S REPORT:

1. Harbor Basin Protection Plan.
Mayor Wilbert presented an outline of objectives for the city.

BILLS:

MOTION: To approve warrants #7828, #7895 through #7901, and #7906 through #7962 in the amount of \$29,550.23.
Perrow/Davis - unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:55 p.m.
Perrow/Davis - withdrawn.

Minutes of 10/28/91
Page 4

The discussion that followed centered on the arrangements made for the auditor's office to present their report to the full council at the exit conference on October 31.

MOTION: To adjourn at 10:05 p.m.
Perrow/Frisbie - unanimously approved.

Cassette recorder utilized.
Tape 252 Both sides
Tape 253 Both sides.

Mayor



**Stock Market
FOODS**

RECEIVED
OCT 28 1991

APPLES FOR THE STUDENTS™

Keith Uddenberg, Inc. Supermarkets

3119 Judson • P.O. Box 444
Gig Harbor, WA 98335

1-800-531-2244
(206) 851-6688

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

Dear Ms. Wilbert:

Stock Market Foods knows and understands that it is difficult to provide the necessary funding to equip all schools with state-of-the-art teaching tools.

Stock Market Foods has entered into a Partnership for Education through a nationwide "Apples for the Students" program. We feel it is imperative that the private sector get involved in the future of our children and that is why we are involved with the "Apples for the Student" program. This exciting program will provide Apple computers, printers and educational software ABSOLUTELY FREE to all schools in our service area. We have set out to award more than 450 computer packages throughout the communities we serve.

Stock Market Food's desire is for our young students to be educated in an environment which provides opportunities for each individual to develop his potential to the fullest and have the best foundation available in the basic skills. Our students must have access to every educational tool available today to advance and to meet the challenges of tomorrow.

We're meeting the challenge by placing this state-of-the-art technology at the fingertips of each student before they graduate into a world that literally hums with computers, both in the work place and institutions of higher learning.

Our program began on September 3, 1991 and runs through February 29, 1992. All Stock Market register tape receipts collected and dated during this time period will be eligible to be redeemed for FREE Apple Computer equipment and software.

Superintendents, principals and parent organizations have all received notices of our program, offering each school the opportunity to participate. We currently have over 200 area schools involved in the "Apples for the Students" program.

The "Apples for the Students" program was recently honored with a Presidential Citation and "C Flag" Award by the White House and enthusiastically endorsed by the United States Secretary of Education.

"Apples for the Students" gives us an opportunity to give something back to the communities that have supported Stock Market Foods. I can think of no better investment than the education of our young people.

Please do not hesitate to contact me personally should you have any comments or if you can add to the quality of this program. Your written endorsements are welcome.

Sincerely,



Keith Uddenberg
President Stock Market Foods



APPLES FOR THE STUDENTS™

PARTNERSHIP FOR EDUCATION PROGRAM

In the past three years, over 70,000 schools in the United States, Puerto Rico, the U. S. Virgin Islands and Australia participated in the Apples for the Students Program.

They acquired over \$100 MILLION of FREE Apple computers, equipment and software.

Recognized as a leader in Partnerships for Education, Apples for the Students received a coveted Presidential C-Flag Citation.

The Incredible Community Participation, Strong School Spirit, and High Level of Attainment Generated by Apples for the Students Have Won It Accolades From People Nationwide.

"The Apples for the Students program is a creative, free-enterprise solution for acquiring very valuable learning tools at no cost to schools and parents. It exemplifies the mutual benefits achieved when the responsibility for successful education programs is shared throughout the community, just like the benefits of well-educated children will be enjoyed by all."

Lauro F. Cavazos, former Secretary of Education

"Improving computer literacy in our students is certainly a worthwhile educational objective, and I would expect parents and school officials to respond enthusiastically to this opportunity for children."

Bill Clinton, Governor of the State of Arkansas

"You have taken concrete steps that will make a decisive difference in the future opportunities for thousands of Michigan students in terms of both education and future employment."

John D. Cherry, Jr., State Senator, Michigan

"As government resources become scarcer and socioeconomic problems grow more acute, innovative, private sector initiatives like this one must play an ever greater role if this country is to prosper and progress in the next century."

Clark Kent Ervin, White House Office of Nat'l Service

"Your program is one way in which private corporations help foster cooperative community spirit in education."

Gerald N. Tirozzi, CT Commissioner of Education

"Quality education is enhanced each time we implement new, innovative ideas in our schools. These educational tools will give students a better opportunity to develop their potential to the fullest. It is my hope that in the future, through other programs like yours, we will be able to provide computers to every school system in our state."

Buddy Roemer, Governor of the State of Louisiana

"On behalf of the parents, students and teachers in the Great State of Wyoming, please do accept my humble thanks for including us in the Apples for the Students program."

Mike Sullivan, Governor of the State of Wyoming

"It is with pleasure that I endorse Apples for the Students. You are creating another avenue for our communities and schools to work together to secure additional resources for the good of our children."

Thomas Sabol, New York State Dept. of Education

"The project is particularly appropriate as schools and businesses reach out to each other as partners for the improvement of public education in Colorado."

Sybil Downing, Colorado Board of Education

"This activity is an excellent partnership between our schools and the business community that holds the promise of making more learning opportunities available to our students."

Werner Rodgers, Georgia Superintendent of Schools

We Invite Your School to Participate in "Apples for the Students".



City of Gig Harbor. The "Maritime" City."

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

November 4, 1991

Mr. Keith Uddenberg
P.O. Box 444
Gig Harbor, WA 98335

Dear Mr. Uddenberg:

An abundance of mail comes across my desk daily but none has been as thrilling as the nationwide Apples for the Students program planned to provide 450 complete computer packages throughout the area served by Stock Market Foods.

I highly commend you for your recognition of the need for computer education in our community and your generous contribution toward making it happen.

The Stock Market Food enterprise sets forth an admirable goal. As a former teacher and lifetime educator, I support your quest to enable each student to develop his/her ability to the fullest. Your foresight is acknowledged with thanksgiving.

The directors of Stock Market Foods are demonstrating leadership in the private sector in recognizing the benefit of early training of our youth in the use of the tools in our electronic world. In my opinion, this essential training goes hand in hand with the survival of the free enterprise economy we all enjoy.

Thank you for sharing with me your sincere desire for a vital, well-educated community. Your leadership in announcing this program to the community will put us giant steps forward in a long aspired educational goal in our school district - computer literacy for our students. Thank you again.

Sincerely,

Gretchen A Wilbert
Mayor
City of Gig Harbor

GAW/kla

NORTHWESTERN UNIVERSITY
CHICAGO, ILLINOIS 60611

RECEIVED
NOV 4 1991
CITY OF GIG HARBOR

PETER IVANOVICH, M.D.
PROFESSOR OF MEDICINE
CHIEF, HEMODIALYSIS UNIT
DEPARTMENT OF VETERANS AFFAIRS
LAKESIDE MEDICAL CENTER
THE MEDICAL SCHOOL

ADDRESS REPLY TO:
V.A. LAKESIDE MEDICAL CENTER
333 E. HURON STREET
CHICAGO, ILLINOIS 60611
(312) 943-6600 EXT. 335
FAX: (312) 335-8354

October 28, 1991

Ms. Gretchen Wilbert
Mayor
City of Gig Harbor
P.O. Box 145
Gig Harbor, Washington
98335

Re: Mr. Ronald Wasmund, Firefighter/Paramedic, Fire district #5 Pierce County

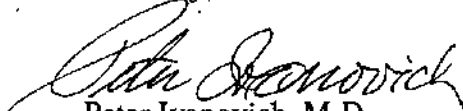
Dear Ms. Gilbert:

This serves to commend Mr. Ronald Wasmund for his efficient, sympathetic professionalism as a paramedic.

During a visit to my mother the weekend of October 18th, I became ill with an acute, severe gastroenteritis just prior to my scheduled return by air, via Seattle-Tacoma International Airport. My brother, who was attempting to drive me to a treatment facility, stopped at the fire station, where paramedic Wasmund took charge of heading a team that attended me. Although, I was somewhat ill, I was not that ill that I did not recognize that every action paramedic Wasmund took was appropriate and quickly executed with confidence and extreme professionalism. He was able to cannulate a collapsed vein in my forearm with an appropriately sized catheter, allowing me to receive intravenous fluids rapidly. At no time did he exceed limits established for his degree of responsibility.

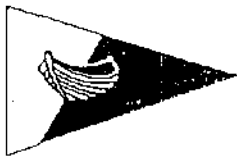
I would like you and your fellow citizens of Gig Harbor to know that they are likely to receive excellent care in the event of an accident or acute illness requiring medical intervention by Mr. Wasmund and his associates.

Sincerely,



Peter Ivanovich, M.D.
Professor of Medicine

PI/aag



City of Gig Harbor. The "Maritime" City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

November 4, 1991

Dr. Peter Ivanovich
Chief, Hemodialysis Unit
V.A. Lakeside Medical Center
333 E Huron Street
Chicago, IL 60611

Dear Dr. Ivanovich:

Your letter of appreciation in support of the very fine paramedic services offered by Fire District #5 in general and Mr. Ronald Wasmund specifically, is acknowledged with heartfelt thanks.

My husband's life was saved six months ago by members of the same team when he was overcome by carbon monoxide aboard his boat.

The fact that you yourself perform your expertise in the medical field is all the more reason to recognize the high level of training our paramedics receive and the superior service provided our citizens in life-saving procedures.

I'm pleased to know you return to your home town occasionally to visit your family. It's good to know we are an important part of your life.

Thank you for your letter. With your permission I'd like to share it with others.

Sincerely,

Gretchen A. Wilbert
Mayor
City of Gig Harbor

GAW/kla

cc: Drew Wingard, Chief, Fire District #5
City Councilmembers
Michael Wilson, City Administrator

Puget Sound Regional Council
216 First Avenue South, Suite 400
Seattle, Washington 98104
Telephone: (206) 464-7090

November 1, 1991

The Honorable Gretchen Wibert, Mayor
City of Gig Harbor
P. O. Box 145
Gig Harbor, Washington 98335

Dear Mayor Wibert:

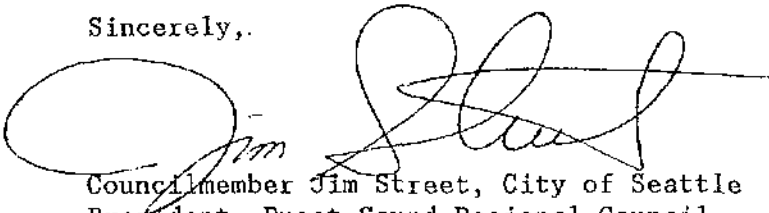
At the meeting of the Puget Sound Regional Council (PSRC) Executive Board on October 24, 1991, the Board decided to establish the membership dues rate for 1992, and that the 1992 dues would not exceed the 1991 annual amounts. This action was taken as a result of discussion by Board members that the dues for 1992 had to be established immediately in order to meet local budgeting schedules, and is consistent with correspondence from the Puget Sound Council of Governments to members in July, suggesting that members budget for the same level of dues as they did for 1991.

The appropriate amount to be budgeted for dues for the City of Gig Harbor for 1992 is therefore \$915.00

In addition, the Board directed the newly established Operations Committee to review the 1992 dues level along with the development of the fiscal year work program for possible reductions. The committee is also to look at the distribution of dues based upon the direction in the Interlocal Agreement which provides that dues be "based proportionally on a formula to include population and size of general fund budgets of member jurisdictions." If you have any questions please contact Mark Gulbranson at (206) 464-7524.

Thank you.

Sincerely,


Councilmember Jim Street, City of Seattle
President, Puget Sound Regional Council

cc: Michael Wilson, City Administrator



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

TO: Mayor Wilbert and City Council
FROM: Michael R. Wilson, City Administrator *Wilson*
SUBJECT: Utility Extension Request - Smith, Hogan
DATE: November 8, 1991

You will find attached a copy of the utility extension agreement to provide sewer utility service to the property owned by Walt Smith and Charles Hogan situated west of the Swede Hill interchange.

Their request is for the city to reserve 36,960 gpd (160 ERUs) capacity for the approximately 100 acres of property. This would amount to a connection fee of \$236,000 in 1991 dollars.

I have fully reviewed the terms of the agreement with the applicants and they understand the requirements and conditions.

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 Walter H. Smith and Charles Hogan, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of approximately 100 acres of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

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

WHEREAS, the Owner desires to connect to the City sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with City Resolutions 164 and 173, as not enacted or hereinafter amended, NOW, THEREFORE,

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Burnham Drive Northwest at 96th Street N.W.

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 36,960 gallons per day average flow (approximately 160 ERU's). 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 thirty-six months ending on December 1, 1994, 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 thirty-five thousand four hundred dollars (\$35,400) 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%)

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. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth under Section 4, the Owner shall be responsible for paying for the sewer utility system's depreciation based on the following formula:

(Owner's reserved capacity divided by the total plant

Utility Extension and Capacity Agreement

Page 3

capacity times the annual budgeted depreciation of the sewer facilities.)

7. 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).

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

9. 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.

10. 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 residential and business park use as approved by the City.

- b. The development or redevelopment shall be consistent with the use and density as set forth in the City comprehensive land use plan, and zoning code and shall comply with 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.

11. 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:

The Owner agrees to allow the City access to any and all sewer collection facilities for purposes of inspection and repair and maintenance, and

12. 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.

13. Permits, Franchises. With regard to construction of the sewer line and associated improvements covered by this agreement, it shall be the Owner's responsibility to secure and acquire at Owner's expense all necessary permits, easements, licenses, franchises, and approvals required by state, county, and city governmental departments (including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department and Building Department).

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this agreement, the City shall have the right to terminate utility service to the Owner's property upon presentation of a 30-day written notice, in addition to any other remedies

available to it.

15. 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.

16. 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.

17. 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 one year.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or

STATE OF WASHINGTON)
)SS:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Walter H. Smith signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act 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 _____.

STATE OF WASHINGTON)
)SS:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Charles Hogan signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

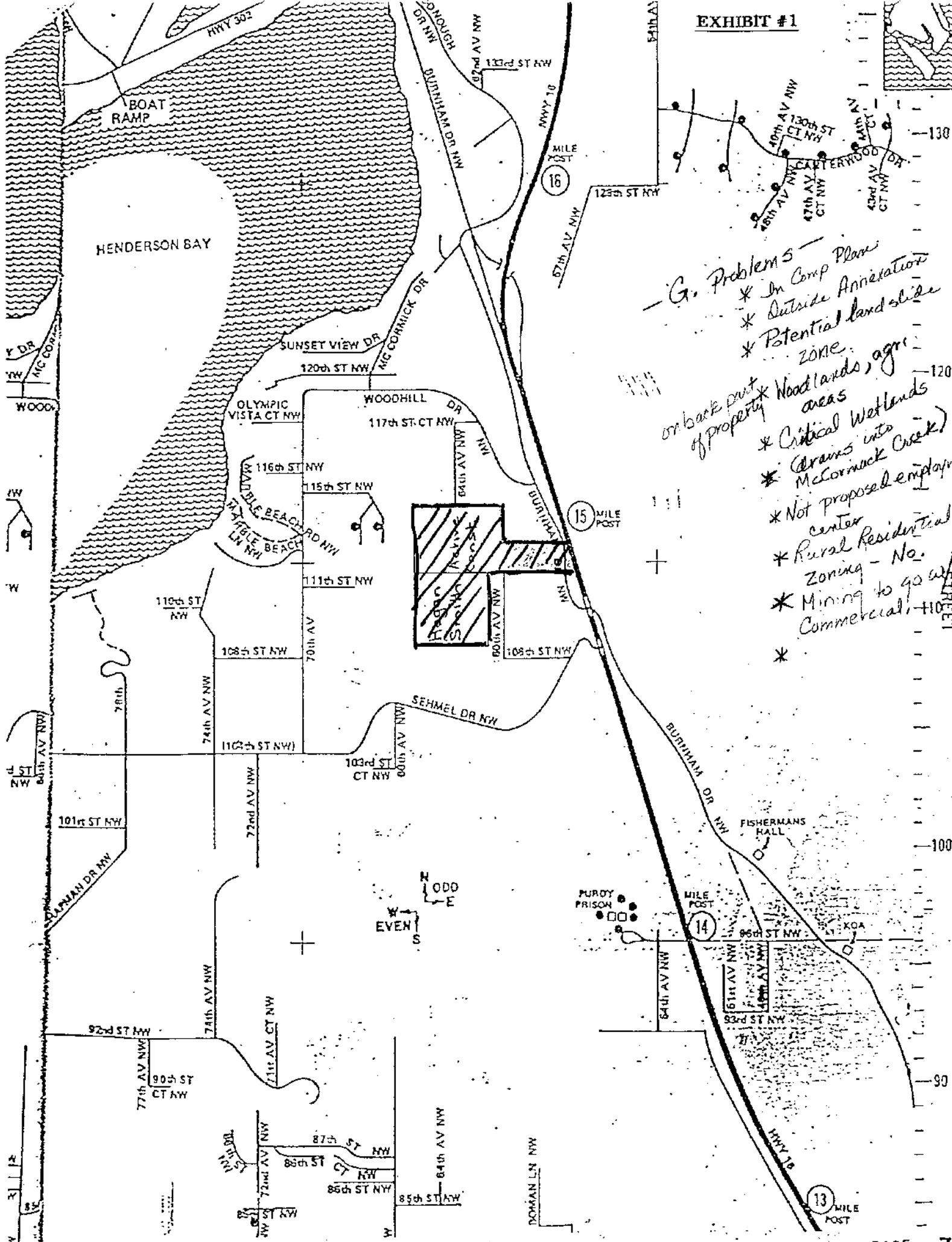
DATED this _____ day of _____, 19__.

NOTARY PUBLIC for the state
of Washington, residing at

My commission expires _____.

ACCEPTED by the City of Gig Harbor this _____
day of _____, 19__.


Mayor



- G. Problems*
- * In Comp Plans
 - * Outside Annexation
 - * Potential land slide zone
 - on back part of property* * Woodlands, agric areas
 - * Critical Wetlands
 - * Drains into McCormick Creek
 - * Not proposed employment center
 - * Rural Residential zoning - No.
 - * Mining to go with Commercial



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:  Ray Gilmore
DATE: October 24, 1991
SUBJ: ~~3rd~~ Reading -- Wetland Management Ordinance

At the first reading of this ordinance several concerns were expressed. Some of these concerns are size and complexity of the document, the need for the rating system proposed, the vagueness of goals and objectives of the ordinance, and the reliance of having to obtain the services of a wetland specialist.

As I related to the Council at that meeting, the proposed interim ordinance is based upon a model ordinance developed by the Department of Ecology. It incorporates several features of the model such as the four-tier rating system and a replacement ratio for wetlands which are eliminated or modified by development. It has been suggested that the ordinance be rewritten by a Council-Commission committee.

Staff does not recommend a re-write of this document at this time. If the Council desires to make substantive changes, it is recommended that the ordinance be adopted at this time and specific amendments be referred to the Planning Commission for review during the next year.

The Planning Commission can rework the ordinance during the first half of 1992 and provide recommendations to the Council by September of 1992. Staff feels that this is a logical solution and does not jeopardize our responsibility under the Growth Management Act to complete our ordinance in a timely manner.

Recommended Changes to Wetland Ordinance

Goals Statement:

The principle goal of this chapter is to avoid impacts to lands where such avoidance is feasible and reasonable. Where such impacts are unavoidable, the standards of this ordinance seek to minimize impacts on wetlands as a result of land development by:

1. Maintaining and enhancing the biological and physical functions and values of wetlands.
2. Maintaining the natural value of wetlands to control flooding and stormwater runoff through the storage and regulation of natural flow.
3. Maintaining the habitat value of wetlands for the many species of fish, wildlife and vegetation which are dependent upon wetlands for their survival.
4. Providing open space and visual relief from intense development within the urban area.
5. Providing opportunities for recreation, scientific study and natural resources education.
6. Providing for reasonable buffers around wetlands in order to stabilize soil, filter suspended solids and excess nutrients, moderate impacts from stormwater runoff, provide a local habitat for wetland plant and animal communities, and to reduce or minimize intrusions from humans and domestic animals.
7. Implement the goals, objectives and policies of the State of Washington Growth Management Act, the State Environmental Policy Act, the City of Gig Harbor Comprehensive Land Use Plan and the City of Gig Harbor Environmental Policy Ordinance.
8. Promote and protect the public's health, safety, welfare and interest in maintaining and protecting wetlands as a valuable natural resource.

9. Protecting private property rights by allowing for a reasonable use of property where wetlands are present.

Definitions:

JJ. Wetland Specialist -- "Wetland Specialist" is a person with a minimum of a four-year degree in wildlife sciences, biology, environmental sciences, soil science, limnology or an equivalent academic background who also has experience in performing wetland delineations, analysis of wetland functions and values and project impacts, and wetland mitigation and restoration techniques. The person must be familiar with ... (same as remainder of current definition).

Bob

- * Short of having map. — Spend up to \$10,000 to map and classify wetlands within city limits.
- * Work session with council and planning commission. Identify potential wetlands and identify people who own parcels and send letter requesting access. If access is refused then best conservative guess is included and if you want to dispute, then you have to prove.

Ramifications of not meeting 2929.?

Sunset clause — to June 15, 1992
to have map. Reviewed and incorporated with the ordinance.

Joint meeting with council and planning commission.



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

Bob wants to wait on implementation of personal policies until Feb 1.

TO: Mayor Wilbert and City Council
 FROM: Michael R. Wilson, City Administrator
 SUBJECT: City's Personnel Policies
 DATE: November 7, 1991

llh

I have prepared the following amendments to the personnel policies as was discussed at the last city council meeting:

1) Section 1.1 - Add the following: (h) regularly review job positions/descriptions to assure accuracy and adequacy.

2) Section 4.10 - Add a new section entitled "Reassignment".

The City Administrator, or department manager with City Administrator approval, may reassign staff to other positions (that such staff is qualified) whenever a special need or emergency should arise necessitating a reassignment. Such reassignment of position for an employee shall only be on a temporary basis, not lasting longer than 90 days, and shall not result in the employee having a reduction in pay or affect the timeframe for conducting his/her performance evaluation and annual salary adjustment.

3) Section 5.2 - Insert in subsection b the word "written" after the word "prior", and insert "and the city administrator" after the word "manager".

4) Section 8.10 - Insert the word "non-exempt" in front of the word "employees" in the first lines of subsection b, c, and d. Strike the words "who are exempt" from the first line of subsection d.

5) Section 8.15 - Take the words "when computing overtime" from the first line of subsection c and insert at the end of the sentence.

Gretchen's comment to let the words to Bob's adjustment to paragraph.
1st line.
Mark and Gretchen feel that it all is this way now.

CITY OF GIG HARBOR

RESOLUTION NO. _____

A resolution of the City of Gig Harbor, Washington, relating to personnel regulations: adopting revisions to the city's personnel policies.

WHEREAS, the City of Gig Harbor adopted in November, 1980, Resolution #155 establishing personnel policies, and

WHEREAS, there is need to update and refine the personnel policies to promote consistency in the operation of the city and in the conduct and treatment of employees by providing a definitive source of reference for supervisors and employees, and

WHEREAS, further refinement to the city's personnel policies and procedures is needed in order to make certain that both the city's supervisors and rank-and-file employees better understand the benefits available to them, and the expectations of the city regarding their behavior as employees,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington,, hereby resolves that:

Section 1. Exhibit "A", City of Gig Harbor, Personnel Regulations, is hereby adopted as city policy.

Section 2. City of Gig Harbor Resolution 131, Equal Opportunity Policy Statement, is hereby repealed and replaced by a new Equal Opportunity Policy Statement in Exhibit "A".

Section 3. If any provision of the regulations or if their application to any person or circumstance is held invalid, the remainder of the regulations or application of the provision to other persons or circumstances is not affected.

Passed this _____ day of October, 1991.

Mayor

ATTEST:

Michael R. Wilson
City Administrator

Filed with city clerk: 10/8/91
Passed by city council:



City of Gig Harbor. The "Maritime" City."

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

TO: Mayor Wilbert and City Council
FROM: Michael R. Wilson, City Administrator *Wilson*
SUBJECT: Extension of Sewer Utility Service Resolution
DATE: November 7, 1991

A draft resolution has been prepared for your consideration and action relative to the extension of sewer utility service.

The present extension of utility service policy is vague, subject to interpretation, and in need of updating to appropriately deal with the utility service needs within the city's urban area. The proposed changes will allow the city to be able to handle sewer utility extensions based on need to the customer (environment) and benefit to the city.

CITY OF GIG HARBOR

RESOLUTION NO. _____

A RESOLUTION relating to extension of sewer utility services: amending Resolution No. 173 to delete and replace obsolete references therein.

WHEREAS, the Gig Harbor City Council determined that the City may extend sewer utility service to properties where the land use is compatible with the City's comprehensive land use plan, there is a demonstrated need for such utility service, and such utility service extension will benefit the city;

NOW, THEREFORE, the City Council for the City of Gig Harbor, Washington, RESOLVES as follows:

Section 1.

Section 1 of Resolution No. 173 is hereby amended to read as follows:

"C. Extended lines may by-pass ^{*} intervening properties outside the city limits to service proposed properties within the defined urban area. *up to 1/4 mile*
Intervening properties located within 200 feet of any proposed sewer utility service line extended outside the city limits will only be required to connect to the sewer utility when mandated by state law or because of a failing septic system or other pertinent environmental concerns are determined by the Pierce County Environmental Health Department."

PASSED this _____ day of _____, 1991.

Gretchen A. Wilbert, Mayor

ATTEST:

Michael R. Wilson
City Administrator/Clerk

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 1/31/92

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1. RIB TICKLERS, 880, INC.	HARBOR LANDING RESTAURANT 3226 HARBORVIEW DR GIG HARBOR WA 98335 0000	358890	H



GIG HARBOR POLICE DEPARTMENT

Denny Richards
Chief of Police

MONTHLY POLICE ACTIVITY REPORT

OCTOBER

DATE: 11-01-91

	<u>OCT</u> <u>1991</u>	<u>YTD</u> <u>1991</u>	<u>YTD</u> <u>1990</u>	<u>%CHG TO</u> <u>1990</u>
CALLS FOR SERVICE	<u>195</u>	<u>2124</u>	<u>1551</u>	<u>+37</u>
CRIMINAL TRAFFIC	<u>23</u>	<u>197</u>	<u>260</u>	<u>- 24</u>
TRAFFIC INERFACTIONS	<u>79</u>	<u>864</u>	<u>1223</u>	<u>- 29</u>
DWI ARRESTS	<u>3</u>	<u>58</u>	<u>74</u>	<u>- 21</u>
FELONY ARRESTS	<u>2</u>	<u>56</u>	<u>51</u>	<u>+ 9</u>
MISDEMEANOR ARRESTS	<u>18</u>	<u>117</u>	<u>89</u>	<u>+ 31</u>
WARRANT ARRESTS	<u>3</u>	<u>67</u>	<u>57</u>	<u>+ 17</u>

P.O. Box 145 • Gig Harbor, WA 98335
(206) 851-2236