

GIG HARBOR CITY COUNCIL MEETING

MARCH 8, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
MARCH 8, 1993**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Viacom Channel realignment notice.
2. DOE Public Notice: Exclusion of creosote logs as hazardous waste.
3. Development of the 1994-95 Highway Safety Plan.
4. American Legion Flag Project.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Utility Extension Capacity Agreement - Talmo, Inc.
2. Request for Time Extension - SDP 87-04 (Hauge).
3. Approval of Employee Job Descriptions.
4. Senior Center Concept.
5. Liquor License - Marco's Restaurant.

DEPARTMENT MANAGERS' REPORTS:

1. Chief Richards.

MAYOR'S REPORT:

1. Workshop Request: Ordinance review for fences and shrubs.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

Warrants # through # in the amount of \$

APPROVAL OF PAYROLL:

Warrants # through # in the amount of \$

EXECUTIVE SESSION: Discussion of a claim.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 22, 1993

PRESENT: Councilmember English - Mayor Pro-Tem, Councilmembers Platt, Markovich, and Frisbie.

PUBLIC COMMENT:

CALL TO ORDER: 7:04 p.m.

APPROVAL OF MINUTES:

MOTION: To approve the minutes, with corrections, of the meeting of February 8, 1993.
Markovich/Platt - unanimously passed.

CORRESPONDENCE:

Councilman Frisbie asked if other members had received a letter from Wade Perrow. Mark Hoppen said that Ray Gilmore had the letter and it would be dealt with by staff. Councilman Frisbie suggested that all Councilmembers do a drive-by of the property to take a look, and that the variance requirements should stand.

OLD BUSINESS:

NEW BUSINESS:

1. **Resolution Adopting the Whistle Blower Act.**

Mark Hoppen presented the proposed resolution for the Whistleblower Act that was passed by congress last spring. He explained the text came from AWC, and provided for two options for adjudicating claims not resolved on a local level. Council suggested that the list of agencies be modified to reflect the Pierce County Agencies.

MOTION: To adopt Resolution #374 as amended.
Frisbie/Platt - unanimously passed.

2. **Approval of Guild Contracts.**

Mark Hoppen presented the guild contracts, explaining the difference in the two.

MOTION: To adopt both guild contracts.
Markovich - no second.

Discussion regarding overtime, holidays, vacation carryover, and reimbursements for college resulted in suggested changes and deletions in language. Mark Hoppen asked council to adopt the contracts with these proposed changes. The contracts would then go back to the Guild for final approval.

MOTION: To adopt both guild contracts with proposed changes in language to both.
Frisbie/Platt - unanimously passed.

3. New Street Name - Artena Lane.

Steve Bowman, Building Official, made a brief presentation on the private lane proposed to be renamed Artena Lane. It was determined the name was approved by the historical society, and that no negative comments had been received.

MOTION: Move to approve the name Artena Lane for the private lane.
Markovich/Platt - unanimously passed.

4. Special Occasion Liquor License - Fisherman's Wives Club. No action necessary.

DEPARTMENT MANAGERS' REPORTS:

MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

MOTION: To approve warrants #10112 through #10163, less #10114 and #10115, in the amount of \$29,470.64.
Platt/Markovich - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session at 7:32 p.m. for approximately 10 minutes to discuss a legal matter.
Markovich/Frisbie - unanimously approved.

MOTION: To return to regular session.
Markovich/Platt - unanimously approved.

ADJOURN:

MOTION: To adjourn at 7:45 p.m.
Frisbie/Markovich - unanimously approved.

Cassette recorder utilized.
Tape 302 Side B 452 - end.
Tape 303 Side A 000 - 276.

Mayor

City Administrator

February 25, 1993

RECEIVED
MAR 1 - 1993
CITY OF GIG HARBOR

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

Dear Mayor Wilbert,

We have completed plans for our channel realignment scheduled for implementation March 31, 1993. Attached you will find the final channel line-up for our programming services. This should replace the preliminary channel line-up I sent you. Our customers were informed about the channel realignment through a February bill stuffer. They will soon receive a new channel card.

As always, feel free to contact me if you have any questions.

Sincerely,

Diane R. Lachel TF

Diane R. Lachel
Director of Community/Government Relations

VIACOM CABLE PUGET SOUND SOUTH SYSTEM CHANNEL LINE-UP

<u>Channel Location</u> 3/31/93	<u>Service</u>	<u>Level of</u> <u>Service</u>	<u>Previous Channel</u> <u>Location</u>
2	HBO	Premium	21
3	Showtime	Premium	17
4	KOMO	Limited	4
5	KING	Limited	5
6	<i>Prevue Guide</i>	Limited	33
7	KIRO	Limited	7
8	TBS	Limited	12
9	KCTS	Limited	9
10	KTZZ	Limited	22
11	KSTW	Limited	11
12	KBTC (KTPS)	Limited	28
13	KCPQ	Limited	13
14	ESPN	Satellite Value	8
15	Prime Sports NW/BET	Satellite Value	6
16	CNN	Satellite Value	10
17	Nickelodeon	Satellite Value	3
18	MTV	Satellite Value	14
19	TNN	Satellite Value	24
20	USA	Satellite Value	2
21	Lifetime	Satellite Value	16
22	AMC	Satellite Value	25
23	CBUT	Limited	27
24	KTBW	Limited	29
25	The Disney Channel	Premium	20
26	The Movie Channel	Premium	18
27	Hot Choice/Sneak Preview	Premium	
28	CNBC	Satellite Value	29
29	Community Programming	Limited	29
30	C-SPAN	Satellite Value	32
31	QVC	Satellite Value	30
32	TNT	Satellite Value	31
33	A & E	Satellite Value	26
34	Discovery Channel	Satellite Value	23
35	VH-1/Comedy Central	Satellite Value	15
36	Headline News	Satellite Value	19
60	Viewer's Choice	Premium	61
61	Playboy/Prevue Guide	Premium	60



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Mail Stop PV-11 • Olympia, Washington 98504-8711 • (206) 459-6000

RECEIVED
FEB 26 1993
CITY OF GIG-HARBOR

PUBLIC NOTICE

The Department of Ecology is accepting public comment regarding a tentative decision to exclude creosote-treated wood waste from the requirements of the Dangerous Waste Regulations.

Background:

On October 14, 1992, the Washington Public Ports Association (WPPA) of Olympia, Washington petitioned the department to exclude certain waste creosote-treated timbers and pilings from regulation as dangerous waste. WPPA submitted a document with test data and rationale explaining why this waste can be safely disposed in a landfill which meets Minimum Functional Standards.

The Department has reached a tentative decision to grant an exclusion for these wastes from the requirements of the Dangerous Waste Regulations, Chapter 173-303 WAC. The exclusion is granted with the condition that the waste is disposed in a landfill which meets the Minimum Functional Standards as described in WAC 173-304. In addition to the marine timbers and pilings identified in WPPA's petition, the Department has further determined that other creosote treated wood wastes exhibit similar properties, and therefore should also be excluded.

Persons wishing to receive a copy of a Fact Sheet which provides further details and the basis for this tentative decision, or persons wishing to review WPPA's petition and supporting documents at the Department of Ecology's Solid and Hazardous Waste Program offices in Lacey, should contact the Department's Solid and Hazardous Waste Program at (206) 459-6318.

The Department has prepared a Determination of Nonsignificance for this exclusion and solicits public comment as provided in the State Environmental Policy Act (SEPA) WAC 197-11-340. The Determination of Nonsignificance and the Environmental Checklist is available for review. The public comment period for the Determination of Nonsignificance will run concurrently with the tentative decision on the petition, as discussed below.

Public Comment:

The Department will consider written comments prior to making a final decision on the proposed exclusion. The department will accept written comments for 45 days after publication of this notice. Persons expressing comments may include references and additional materials to support their comment.



CHARLES F. HAYES
Director



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (206) 753-6197

RECEIVED
FEB 26 1993
CITY OF GIG HARBOR

February 24, 1993

Dear Washington Association of Cities Official:

The Washington Traffic Safety Commission is currently developing Washington's 1994-95 Highway Safety Plan. It is our intent to gather information about identified traffic safety concerns.

Limited funding is available for qualifying projects. Traffic safety program priorities are established in several ways:

1. needs or problems are identified by local jurisdictions;
2. needs or problems are identified through data collected at the state and/or local level;
3. national program priorities are established by Congress or by the National Highway Traffic Safety Administration (NHTSA).

NHTSA has identified three key priority areas: occupant protection, impaired driving, and traffic records. Other eligible traffic safety program areas include: motorcycle safety, pedestrian safety, police traffic services, emergency medical services and trauma systems, and traffic engineering services.

Informational workshops will be held in early March. For more information about program priorities, the grant process, and workshop times and locations, please write to:

The Washington Traffic Safety Commission
1000 South Cherry Street
P.O. Box 40944
Olympia, WA 98504-0944
Attention: 1994-95 Highway Safety Plan.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles F. Hayes".

Charles F. Hayes
Director

Dear Gretchen,

In behalf of The Greater
Big Harbor American Legion
Post, I wish to express
appreciation for your very
fine article in the "Gateway"
on Community volunteers.

Through community donations
our Post has purchased over
35 new U.S. flags, which we
will put in place before
Memorial Day. We will only
place 2 or 3 Washington State
Flags - of the original 25+ -
all were stolen.

Sincerely
Sam Marshall
adjutant

P.S. I am also a
member Big Harbor Lions Club.



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 MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SEWER EXTENSION REQUEST WITHIN ULID #2: TALMO, INC.
DATE: MARCH 3, 1993

Talmo, Inc has requested sewer extension outside of the Gig Harbor city limits, but within the boundaries of ULID #2. Four lots were requested to be served, including Lot 1 occupied by the Cimmaron Restaurant (23 ERUs), Lot 4 occupied by Excel Automotive (2.67 ERUs), Lot 3 sited for a mini-storage and a body shop (5.8 ERUs), and Lot 2 a lot yet to be developed. Staff recommends that Lot 2 not be served at this time until a definitive use is determined.

The ERUs requested total 31.47 for sanitary sewer service of 7269.57 gallons per day at a cost of \$47,520. Based on a fair share ERU, Lot 1 would pay \$34,730, Lot 4 \$4,032, and Lot 3 \$8,758. The cost per ERU in this location is currently \$1,510. A three year capacity commitment period is requested at a 15% commitment payment, \$7,128, due not later than 30 days from council action.

The property is located within the city's proposed urban growth area and is currently within the existing Comprehensive Plan urban area.

As per ordinance, the City Engineer has estimated projected flows for Lot 3 and Lot 4. After one year, actual water flow usage will be ascertained to adjust for ERUs utilized. Should actual ERUs be less than estimated, no downward adjustments will be made.

Recommendation:

The staff recommendation is that Talmo, Inc. be approved for outside sewer extension to lots 1,3, and 4 as indicated on Exhibit A for 31.47 ERUs in the amount of \$47,520.

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

THIS AGREEMENT is entered into on this ____ day of March, 1993, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Talmo, Inc., 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 is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on 56th St. NW (street or right-of-way) at the following location:

Three lots located off 56th Street N.W., Lots 1,3, and 4

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 7269.57 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending

on March 8, 1996, provided this agreement is signed and payment for sewer capacity commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$47,520 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
One year	Five percent (5%)
Two years	Ten percent (10%)
X Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of

construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

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

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;

- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's right to oppose annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchases of each subdivided lot shall be bound by the provisions of this paragraph.

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

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment. (Check One):

<input type="checkbox"/> Single Family Residential	<input type="checkbox"/> Multiple Family Residential
<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial
<input type="checkbox"/> Multiple Family Residential	

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations for similar zoned development or redevelopment in effect in

the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements to the utility (specify):

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the

Owner.

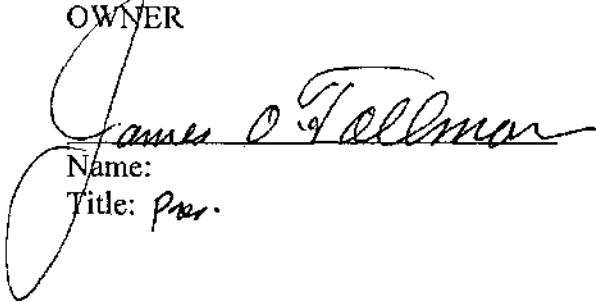
18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this _____ day of _____, 1993.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER


Name:
Title: *Pres.*

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 1993, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing and acknowledged that _____ signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

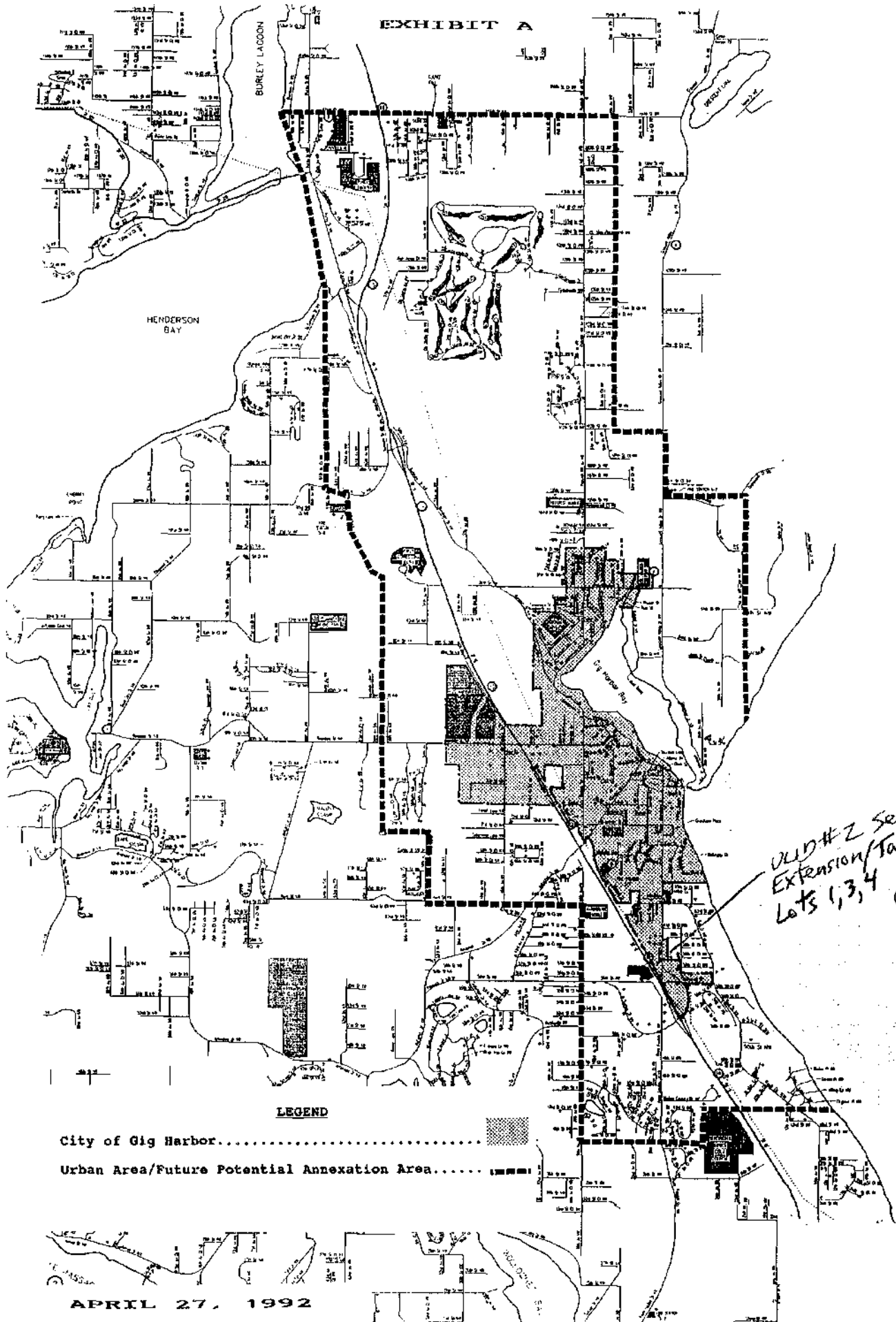
On this _____ day of _____, 1993, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

EXHIBIT A

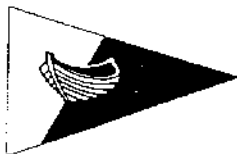


*OLD #2 Sewer
Extension/Talmo
Lots 1, 3, 4*

LEGEND

- City of Gig Harbor.....
- Urban Area/Future Potential Annexation Area.....

APRIL 27, 1992



City of Gig Harbor, The "Maritime City."


3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM:  Planning Department

DATE: March 3, 1993

SUBJ.: Request for Time Extension on Shoreline Permit 87-04
(Dag Hauge).

Mr. Dag Hauge applied for and received a shoreline management permit from the City. Under the shoreline management act, shoreline permits are valid for a period of up to five years. An extension of no more than one year may be granted if a request is received prior to the expiration date (WAC 173-14-060).

Mr. Hauge has submitted a written request (attached) to extend the time period on his shoreline permit for one year. His permit was approved by the City on January 25, 1988 and was filed with the Department of Ecology on February 2, 1988. Due to review before the Shoreline Hearing Board, the effective date of the permit commenced after the review proceedings were completed, which was March 17, 1988. As Mr. Hauge made a timely request, the Council may consider a one year extension of the permit.

There is a point of clarification that must be made regarding Mr. Hauge's letter. The building plans he has referred to in item #4 involves fireflow requirements for the existing pier and dock and not the proposed office building. Mr. Hauge has not submitted building plans for his office building, but he has had several consultations with the Building Official on the subject.

RECEIVED

MAR 01 1993

CITY OF GIG HARBOR

Dag Hauge
4317 FOREST BLANCH DR, N.W
GIG HARBOR, WA 98335

February 18, 93

Mayor Withert and City Council

REQUEST: EXTENSION OF EXPIRATION DATE OF SHORELINE
DEVELOPMENT PERMIT 87-04 TO MARCH 17, 94.

The mooring float part of the permit was completed within weeks of
issuing of the permit.

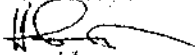
The office building has been delayed for the following reasons:

1. Personal medical problem prevented me from pursuing my yacht sales
business so the building was postponed.
2. Later, speculative building was considered but no financing was
available because of the very restrictive credit market.
3. In April, 92, with my health and economy improving, and the prospect
of obtaining financing, I hired Baseline Engineering to do the required site
plan engineering. The goal was to start the building in September.
4. Preliminary drawings were discussed with the city's different
departments in August. Three sets of drawings were submitted for
approval in October. Voided approved drawing was returned in December
for minor changes. Revised drawings were submitted for final approval on
January 29, 93, and are not yet approved.

Why did it take so long to prepare a satisfactory site plan? Baseline
Engineering reluctantly took the job while other would not even consider
the job because they were busy. Based on the estimated cost and the final
bill for the site plan, it looks like the site plan became unnecessary detailed
and many changes could have been eliminated with better input from the
different departments.

I want to finish this project with a pleasing building that compliments the
surrounding buildings. This in it-self is a major challenge considering the
height restriction. I need more time to do this. Based on the above
reasonable factors I believe I qualify for a single one year extension
allowed by WAC 173-14-060 (2)

Sincerely,


Dag Hauge



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 MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: APPROVAL OF EMPLOYEE JOB DESCRIPTIONS
DATE: MARCH 3, 1993

The complete collection of current employee job descriptions are bound in an accompanying document for your review. It has been several years since this activity has been attempted in a comprehensive fashion. Employee input has been obtained from each affected employee and department head prior to the formation of the job description, although it should be noted that these job descriptions only contain some of the recommendations made by staff and department heads.

The focus of these job descriptions is to create job definitions that serve as a baseline for employee performance and for future hiring needs. As a result, these descriptions are intended to provide reasonable limits to responsibilities, duties, knowledge, abilities, skills, physical and environmental demands, and qualifications, without describing every nuance of each employee's entire contribution to the organization.

These job descriptions should be adjusted annually subsequent to the adoption of the budget. It is sufficient to adopt these job descriptions through resolution, indicating that these job descriptions replace all previously adopted job descriptions. From time to time, as has been the case in the past, individual description alterations or reclassifications will be made throughout the year. The intent, however, is to provide a comprehensive yearly review of these descriptions.

CITY OF GIG HARBOR

RESOLUTION NO. ____

A RESOLUTION ESTABLISHING THE CITY'S PERSONNEL CLASSIFICATIONS AS A DISTINCT DOCUMENT ENTITLED "CITY OF GIG HARBOR JOB DESCRIPTIONS", WHICH UPDATES ALL EXISTING CITY JOB DESCRIPTIONS.

WHEREAS, the Gig Harbor City Council has approved, through the 1993 City of Gig Harbor Annual Budget, the positions identified in the document entitled, "City of Gig Harbor Job Descriptions"; and,

WHEREAS, per city personnel policy certain changes and updates are deemed necessary by the City Administrator for the development and maintenance of the City's position classification plan; and,

WHEREAS, an orderly process for changes and updates to the City's classification plan are necessary;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, hereby RESOLVES that the attached document, "City of Gig Harbor Job Descriptions", is adopted as the official and current job descriptions of the City of Gig Harbor, to be developed and maintained by the City Administrator or a designee as necessary, subject to approval by the City Council.

PASSED this ____ day of March, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 3/3/93
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 MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SENIOR CENTER
DATE: MARCH 4, 1993

Last week I spoke to a local chapter of AARP, which is interested in developing a senior center for Gig Harbor and the surrounding community. The seniors to whom I spoke expressed an interest in the development of a facility which could serve the needs of the community as a whole for meeting/reception space, but in which seniors would be the first priority. Currently, St. Nicholas Catholic Church hosts numerous senior activities, but since St. Nicholas is an active, full-schedule church, seniors occasionally find themselves bumped from necessary and important services.

The AARP group has a goal to build a senior center with funds raised through their auspices, but they are looking for help. They would like the City of Gig Harbor to make available for a senior center a portion of Harbor Green Park. The center would be built with money raised by the senior community with help from local service groups, and would be designed to fit into the park in such a way that the park would receive regular use, whereas it currently receives hardly any (and hasn't since 1947).

In return, the City of Gig Harbor would receive a facility (if it desired), which would be available to the public for other community uses.

Of course, assuming the AARP chapter could get such a facility built, the issue of maintenance and operation would be primary. To help facilitate conceptual discussion, Mr. Dave Freeman, Architect, has volunteered to draft a plan to put some concrete to the senior center idea. Also, an unused county block grant which was intended for just such activity, and which the county seems desirous to get off their books (\$10,000), has been made available to AARP should they wish to obtain it. Mr. Freeman will be able to help integrate the maintenance and operations concerns of a senior center into the Parks Master Plan, and will receive support information from J.C. Drago, consultant for parks planning.

What AARP would like from the City Council at this point is a willingness to consider the project in concept.

As for the use of the Harbor Green Park, which was dedicated to the City of Gig Harbor by the Southside Improvement Club in 1947, research of the minutes led to Mr. Dean Mullin, Attorney at Law, who was City Attorney at the time of dedication and who penned the deed after "considerable negotiation." Mr. Mullin has indicated as per record and memory that the property may only be used for civic, educational, or recreational purposes.

Carl H. Skoog
Dean W. Mullin

Skoog & Mullin
Attorneys at Law
611 WASHINGTON BUILDING
1019 PACIFIC AVENUE
TACOMA, WASHINGTON 98402

(206) 272-2247

February 25, 1993

RECEIVED
MAR 1 - 1993
CITY OF GIG HARBOR

Mark Hoppen
P. O. Box 145
Gig Harbor, WA 98335

Dear Mark:

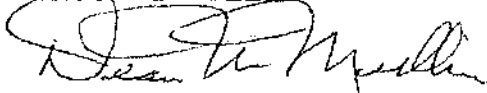
Enclosed please find the title company abstract of the deed of which we spoke on the phone. The deed was recorded prior to the time the title company started taking photographs so we have only the abstract.

The pertinent restriction reads "For use only for civic, educational, or recreational purposes. Said property to revert to the grantor in the event said property shall be used for any other purpose or purposes. It is not the intent of the grantor, however, to prevent the transfer of said property to some other municipal or governmental entity provided that said property shall continue to be used for said purposes and no others." The Deed was dated December 19, 1947 and was recorded January 30, 1948.

The verbage is the result of considerable negotiation between the parties as I recall. I can only say it is what they finally agreed.

Very truly yours,

SKOOG & MULLIN



Dean W. Mullin
Attorney at Law

DWM/nah
Enclosure:

1473700

FD
2-3-48

Louis O Grant and Grace A
Grant, hwf
to
Neil O Christensen and
Eleanor Christensen,
hwf

WD \$150.
1-28-48
1-30-48 4-08 pm
889 D 349

atx \$.50 irr \$.55

Does g b s and cy unto the sd sps and to th
be the fdrp sit lg and bg in the o of p s of w:
The S 25 ft of lot 6 Blk 9 Town of Eatonville,
includg vacatd aly.
ffi wa

2134

Louis O Grant; Grace A Grant;

pow 1-28-48 by Louis O Grant and Grace A Grant, hwf bf
OT Heger sp for wa res at Eatonville ns 10-23-51
Mail to Eatonville, Wash.

1473701

South Side Improvement Club
a non-profit corp of wa
to
Town of Gig Harbor, a mun
corp of the S of wa

WD \$
12-19-47
1-30-48 4-23 pm
889 D 351

Does g b s and cy unto the sd sp and to its st
the fdrp sit lg and bg in the o of p s of w:

(18)

The NW 1/4 of the NE 1/4 of the SW 1/4 of Sec 8 Twp 21 N
R 2 E of the W 1/2 less the N 30 ft thof for road.

For use only for civic educational or recreational
purposes.

Sd pty to revert to the grtor in the event sd pty
shall be used for any other purs or purpos. It is not
the intenta of the grantor, however, to prevent the transfer
of sd pty to some other municpl or governmental entity
providd tht sd pty shall continue to be used for sd purposes
and for no others.

2110

ffi except current taxes WD

lww the sd fp has caused its op name and seal to
be huntto subscribd and afxd and ths presents to be executd by
its ofera thunto duly authzd this 12-19-47.

H H Batchelor, pres W J Sweet, Sec sp al

pow 12-19-47 by H H Batchelor and W J Sweet pres and sec
resp of the corp of bf Dean W Mullin, sp for wa res at
Gig Harbor ns 6-9-51

Mail to Dean Mullin Rust Bldg.

1473700-701

381



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075

RECEIVED
 FEB 26 1993
 CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

DATE: 2/24/93

RE: NEW APPLICATION

License: 074950 - 2F County: 27
 Tradename: MARCO'S RESTAURANT
 Loc Addr: 7707 PIONEER WAY
 GIG HARBOR WA 98335
 Mail Addr: 8108 44TH ST W
 TACOMA WA 98466
 Phone No.: 206-566-9437

APPLICANTS:
 WAMBOLD, KYONG MI 04-18-65 533-72-6519
 WAMBOLD, MARK HENRY 02-09-65 432-80-7517

Classes Applied For:
 C Wine on premises
 D Beer by open bottle only - on premises

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS (10 days notice given for Class I) from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken ? | <input type="checkbox"/> | <input type="checkbox"/> |

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER		<input type="checkbox"/>	<input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



DENNIS RICHARDS
Chief of Police

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

DATE: MARCH 1, 1993

MONTHLY POLICE ACTIVITY REPORT

FEBRUARY

	<u>FEB</u> <u>1993</u>	<u>YTD</u> <u>1993</u>	<u>YTD</u> <u>1992</u>	<u>%chg to</u> <u>1992</u>
CALLS FOR SERVICE	<u>266</u>	<u>496</u>	<u>463</u>	<u>+ 7</u>
CRIMINAL TRAFFIC	<u>29</u>	<u>71</u>	<u>27</u>	<u>+163</u>
TRAFFIC INFRACTIONS	<u>59</u>	<u>135</u>	<u>198</u>	<u>- 31</u>
DWI ARRESTS	<u>4</u>	<u>8</u>	<u>5</u>	<u>+ 60</u>
FELONY ARRESTS	<u>5</u>	<u>9</u>	<u>17</u>	<u>- 47</u>
MISDEMEANOR ARRESTS	<u>16</u>	<u>23</u>	<u>22</u>	<u>+ 4</u>
WARRANT ARRESTS	<u>11</u>	<u>25</u>	<u>6</u>	<u>+316</u>
INCIDENT REPORTS	<u>59</u>	<u>126</u>	<u>112</u>	<u>+ 12</u>



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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: COUNCIL
FROM: MAYOR GRETCHEN WILBERT *gw*
SUBJECT: ORDINANCE REVIEW FOR FENCES AND SHRUBS
DATE: MARCH 4, 1993

Considerable discussion has taken place the past few weeks on our fence policy within the City.

Researching the policy has shown that the planning department needs some policy clarification and guidance by Council.

I'm requesting Council to meet for a workshop to review our existing ordinances relating to construction and enforcement of fences and other property borders and to make recommendations toward updating the policy.

I am suggesting the date of Monday, March 15th, as an available date to meet with staff.