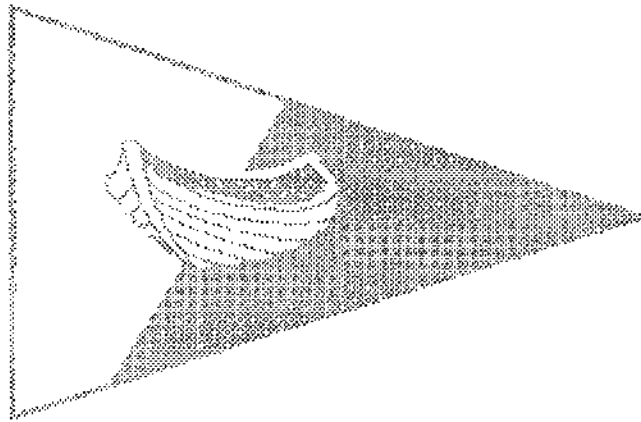


**GIG HARBOR
CITY COUNCIL MEETING**



OCTOBER 25, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
OCTOBER 25, 1993**

PUBLIC COMMENT/DISCUSSION:

SPECIAL PRESENTATION:

D.A.R.E. - Red Ribbon Week Presentation

CALL TO ORDER:

PUBLIC HEARING:

Pre-annexation Zoning Recommendation - Tallman Annexation (ANX 91-07)
Has been rescheduled to November 8th Meeting.

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Harbor Mobile Crew.
2. PSRC - Cascadia Forum.

OLD BUSINESS:

1. Final Reading - City Right-of-Way Ordinance.

NEW BUSINESS:

1. Utility Extension Capacity Agreement - Pacific Rim.
2. Resolution - Request for Increased Height and Amendment to Site Plan - SP 85-12 - Arabella's Landing Marina (Stan Stearns).
3. Department of Ecology Loan Agreement.
4. Request for Funds to Correct Sewer Connection on Soundview Drive.
5. Grande Bank Capacity Commitment Reimbursement Request.
6. Resolution - Interlocal Agreement with Pierce County Re: DCD Grant Funds.

DEPARTMENT DIRECTORS' REPORTS:

Tom Enlow, Finance Director - Quarterly Report.

MAYOR'S REPORT:

Emergency Preparedness Planning.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION:

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 11, 1993

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

PUBLIC COMMENT: None.

SPECIAL INTRODUCTION:

Mayor Wilbert introduced the members of the Weeblos Boy Scout Troop, PAC 264, Den 10, and members of Troop 217. Everyone stood and recited the Pledge of Allegiance.

CALL TO ORDER: 7:10 p.m.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of September 27, 1993.
English\Frisbie - unanimously passed.

CORRESPONDENCE:

Mayor Wilbert briefly explained her letter to Senator Gorton regarding the fight against unfunded mandates.

OLD BUSINESS:

1. Third Reading - Planning Commission Recommendation - Zoning Code Amendments Ordinance. Mr. Gilmore presented the final reading of this ordinance. He pointed out the conflict in language of Section 6 - (B) Buffer Areas. Discussion by Council and Staff led to the following changes to the Ordinance.

MOTION: Move we amend 17.78.060 B-4 by deleting the word *existing* between the "an" and "residential" and the word *public* between "a" and "easement".
English/Platt -

After discussion, Councilman Frisbie suggested several changes to this section.

AMENDED MOTION: Move that B-4 be modified to say "For all residential plats a minimum 25-foot buffer consisting of dense vegetative screen shall be required along the perimeters of the plat, and said buffer shall be established as a private covenant on the final plat." This language is to be moved to the beginning of subsection 'B' and the first sentence of this section "Where a development...broken to a height of twenty feet." is to be deleted.
Frisbie/English - two voting for, Councilman Frisbie against.

MOTION: Move for acceptance of Ordinance 652 as amended.
Frisbie/English - unanimously passed.

2. Second Reading - City Right-of-Way Ordinance. Mark Hoppen presented the second reading of this ordinance and explained the Staff's recommendation not to adopt this ordinance. After discussion and suggestions from legal counsel, Council made several suggestions for changes to the ordinance and asked that it be tabled until a later meeting.

MOTION: Move we table this ordinance and resolution until the next meeting.
Frisbie/English - unanimously passed.

3. Resolution for Nomination for Position on Pierce Transit Board. Mark Hoppen introduced the Resolution nominating Councilman Corbett Platt to the vacant position on the Pierce Transit Board.

MOTION: Move approval of Resolution #391 nominating Corbett Platt to the vacant position on the Pierce Transit Board.
Frisbie/English - unanimously passed.

NEW BUSINESS:

1. Resolution - Shared Leave Policy. Tom Enlow, Finance Director, presented this resolution establishing a policy for city employees to donate their vacation and/or sick leave to another employee in need.

Steve Bowman, representative for the Employee Guild, passed out a memo to councilmembers addressing the issue and encouraged adoption of the policy.

MOTION: Move we table this item until Executive Session later this meeting.
Frisbie/English - unanimously passed.

2. Water Line Extension to Fire District #5 and Peninsula School District. Mark Hoppen explained the request for water to these properties outside the Urban Growth Boundary Area on Bujacich Road.

Drew Wingard, representing Fire District #5, explained to Council the need for fire flow to their existing facility to develop a training center. The current water supply could not provide the sufficient fire flow needs.

John Wegener, district architect for Peninsula School District, explained the school district's need for both domestic and fire flow to the 90 acre parcel they were interested in obtaining from DNR. He answered council questions regarding the planned usage of the property, an elementary and middle school. That portion would use approximately 40 acres, the additional 50 acres had not been assigned a use as yet.

MOTION: Move that based on recognition of public agencies needs we approve the extension of water service to the School District site and Fire Station along Bujacich Drive, and that said approval in final form be our Standard Contract and subject to the following conditions:

- 1) The involved agencies seeking connection shall design and construct the line using their own cash money for the total construction of extending the city water main from the city shop property to the respective sites. The city Public Works Director shall have the sole responsibility to identify the proper materials for construction and appropriately size the water main.
- 2) The agencies seeking connection shall be responsible for obtaining all necessary permits from various agencies, including but not limited to the Department of Health and Pierce County.
- 3) The School District shall be restricted to water service for the parcel which has been identified tonight as approximately 40 acres that currently is proposed for development for an elementary school and a middle school.
- 4) The agreement would allow latecomers reimbursement only if property lies within the Urban Growth Boundary Area.
- 5) The Fire District shall conform to state law on backflow prevention equipment installations recognizing that their site is served by multiple water services.

Frisbie/English - two voting for, Councilman Platt voting against.

Councilman Frisbie added that this motion would authorize execution of the contracts without having to come back before council.

3. Utility Extension Capacity Agreement - McDonald. Mark Hoppen presented the water and sewer utility extension request for seven residential units located adjacent to the northeast corner of Gig Harbor city limits.

MOTION: Move for approval of the Utility Extension Capacity Agreement as presented.

Frisbie/English - two voting for, Councilman Platt voting against.

4. Liquor License Application - Gabe's Ristorante Italiano. No action taken.
5. Special Occasion Liquor License - KOC - St. Nicholas Church. No action taken.

DEPARTMENT MANAGERS' REPORTS:

Chief Richards was not present to give a report.

MAYOR'S REPORT:

Mayor Wilbert gave a report on the permanent, 10-foot, living evergreen tree for Jerisich being purchased by the Horsehead Bay Garden Club.

ANNOUNCEMENT OF OTHER MEETINGS:

County Council Meeting - City Hall 7:00 p.m., Tuesday, October 12, 1993.

APPROVAL OF BILLS:

MOTION: To approve warrants #11182 through #11247, in the amount of \$298,402.16.
Platt/English - unanimously passed.

APPROVAL OF PAYROLL:

MOTION: To approve payroll warrants #9827 through 9044, less 8928, 8929, 8962, 9012 and 9029, in the amount of \$160,225.86.
Platt/Frisbie - unanimously passed.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session for the specific purpose of discussing a shared leave policy.
English/Platt - unanimously approved.

MOTION: Move to return to regular session.
English/Platt - unanimously approved.

MOTION: Move that in place of staff's resolution, the resolution should read "Employees can extend their accrued vacation time to any employee of their choice, to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as the unpaid FMLA."
Platt/Frisbie - unanimously passed.

ADJOURN:

MOTION: To adjourn at 10:45 p.m.
Platt/English - unanimously approved.

Cassette recorder utilized.
Tape 328 Side A 000 - end.
Tape 328 Side B 000 - end.
Tape 329 Side A 000 - 326.

Mayor

City Administrator



HARBOR MOBILE CREW

JANITORIAL • GROUNDS MAINTENANCE

RECEIVED

OCT 18 1993

CITY OF GIG HARBOR

October 12, 1993

The Honorable Gretchen Wilbert
3105 Judson St.
Gig Harbor, Wa. 98335

Dear Mayor Wilbert,

By way of introduction, my name is Jim Weger and I am the director of Harbor Mobile Crew, a work center for developmentally disabled adults, serving the Gig Harbor-Peninsula area since 1986. My purpose in writing is to ask for your assistance, as our agency is entering a pivotal period in it's seven year existence.

The number of developmentally disabled adults in Pierce County is increasing due to transition from educational systems and because of the downsizing of state institutions. Because of limited public funding, many persons who need a structured training experience to prepare them for competitive employment go unserved. Harbor Mobile Crew is reshaping itself to become a more responsive and viable provider agency. Our goal is to create a larger work force with the primary objective of developing job ready skills and steady employment for the many developmentally disabled adults in the Peninsula-Pierce County region. We are ready to expand beyond grounds maintenance and janitorial services and are ready to provide a manpower pool to any of our local businesses or municipal services that can identify a need for labor intensive skills in their operation.

Since Harbor Mobile Crew is a private, non-profit corporation, I am unabashedly asking that you, as a respected community leader, place us on your personal agenda! We need help in promoting our agency as a valuable community resource deserving of wide community support. Harbor Mobile Crew is available to the City of Gig Harbor for full-time janitorial or grounds maintenance or for any other civic purposes such as event set-up or clean-up. We would be pleased to show that Harbor Mobile Crew is a dependable manpower resource that can be utilized for a variety of functions.

I want to thank you for your kind attention to the matters I have presented in this letter. Any assistance that you may provide to our organization will be greatly appreciated. If you have any questions, please do not hesitate to call.

Very truly yours,

James E. Weger Jr.
Director, Harbor Mobile Crew

MEMORANDUM

October 19, 1993

To: Members, Puget Sound Regional Council Executive Board,
Transportation Policy Board, Growth Management Policy
Board;
Mayors, King, Kitsap, Pierce and Snohomish County Cities and
Towns;
Chair, Associations of Cities and Towns
King, Pierce, and Snohomish County Council Chairs;
Chair, Kitsap County Board of Commissioners
Chair, Seattle City Council
President, Everett Port Commission, Tacoma Port Commission,
Seattle Port Commission

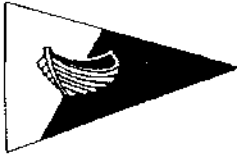
From: Mary McCumber, Executive Director

Subject: *Cascadia Forum*

Enclosed is a copy of the first issue of *Cascadia Forum*, a regional journal of design, planning, and construction for the Cascadia region. I have been asked to distribute this copy to members of the Puget Sound Regional Council, and hope that you will pass it on to members of your Council/Commission as well as to others you feel would be interested. Regional Council staff will be submitting articles for publication in the future.

This journal is being co-sponsored by the University of Washington, the University of Oregon, and the University of British Columbia. Because the Cascadia region--Western Washington, Oregon, and British Columbia--has many similarities in its topography and climate, trade and businesses, and educational and recreational opportunities, establishing mutually beneficial public policy is critical to our future. *Cascadia Forum* is intended to stimulate discussion about problems and opportunities that reach beyond state and national borders.

If you have any questions, comments, or ideas for future articles and their authors, you are encouraged to contact Paul Schell, Dean of the College of Architecture and Urban Planning, University of Washington, (206) 543-7679, or Don Canty, Editor, *Cascadia Forum*, 208 Gould Hall, JO-20, Department of Architecture, College of Architecture and Urban Planning, University of Washington, Seattle 98195, (206) 543-4180.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RIGHT-OF-WAY-USE PERMIT
DATE: OCTOBER 22, 1993

The Council tabled the attached ordinance from the last council meeting in order to adjust certain elements of the ordinance. Residential uses of city right-of-way were excluded from insurance coverage requirements. Commercial owners were given 90 days to meet the new permit requirement. Residential owners were given 730 days to meet the permit requirement. Staff was instructed to adjust fees and insurance coverages. Indefinite residential permits were set at \$50, yearly commercial permits at \$50, and temporary permits at \$25 dollars. The fees were set as an attempt to recover city costs of administration.

Bodily injury and property damage liability minimums were set at \$300,000 each (or a single limit coverage for both of \$600,000) for commercial or temporary permits. The city insurance broker suggested these figures.

The penalty provision for violation of the ordinance is set at \$100.

RECOMMENDATION

The Public Works Department will have over 150 existing fences and numerous retaining walls and other structures to inspect and then issue a permit, if this ordinance is enacted. As a management point, it would seem to be of practical benefit to continue our current practice regarding structures located in the right-of-way, as opposed to enacting and implementing this ordinance. If the Council perceives that the public benefit of this ordinance outweighs its potential costs, then staff suggests that the ordinance be modified one last time to apply in the area of residential permits only to right-of-way uses from the effective date of this ordinance forward.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A PROCEDURE FOR APPLICATION AND ISSUANCE OF RIGHT-OF-WAY USE PERMITS AND CREATING A NEW CHAPTER 12.02 TO THE CITY OF GIG HARBOR MUNICIPAL CODE ENTITLED RIGHT-OF-WAY USE PERMITS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. A new chapter, Chapter 12.02, entitled Right-of-Way Use Permits, is hereby added to the City of Gig Harbor Municipal Code to read as follows:

12.02.010 Permit Required. No person shall use any public right-of-way, street, sidewalk, or other public place without a right-of-way use permit. The term "use" means to construct, erect, or maintain in, on, over or under any public right-of-way, street, sidewalk or other similar public place, any building, fence, retaining wall, structure, scaffolding, or object in such a way as to obstruct a public parking strip, sidewalk, street or right-of-way within the City.

12.02.020 Applications. Application shall be made to the Director of Public Works on a format as prescribed and provided by said Director. The application shall contain such information as the Director deems necessary, including but not limited to evidence that the applicant is either the owner or entitled to possession of the property adjoining the public right-of-way or place sought to be used, and a full and complete description of the use to be made of the public right-of-way or place by the applicant and the duration of such proposed use. The decision to issue or not issue a right-of-way use permit, as authorized under this chapter, shall be at the sole discretion of the City. This ordinance shall in no way be construed as granting or creating a right in any applicant to obtain a right-of-way use permit. An application fee shall be paid at the time of filing of the application with the City. The fee shall be in such amount as established from time to time by the City Council, by ordinance, or by resolution.

12.02.030 Issuance of Permit. All permits shall be issued by the Director of Public Works, or the Director's designee. The permit may be issued to the applicant if all requirements deemed relevant by the Director of Public Works are met. Requirements shall include, but are not limited, to the following:

- A. The proposed use will not protrude into or over any portion of a public right-of-way or public place open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the use of such public place by vehicle or pedestrian traffic. ~~In addition, in the event the requested permit involves encroachment or partial obstruction of a sidewalk or other walkway open to the public, a minimum of six (6) feet of unobstructed sidewalk or other walkway shall be maintained at all times.~~

- B. The proposed use will not protrude into or over any public utility lines including, water, sewer, storm drainage, cable, gas, power, or will not block access to said utility lines.
- ~~C. If the proposed use involves obstruction of a portion of a public sidewalk or other walkway, permits shall be issued for a period not to exceed thirty (30) days.~~
- C. The requested use must meet all other applicable requirements of the City of Gig Harbor Municipal Code.
- D. The applicant shall be required to indemnify and hold the City harmless from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted use.
- E. During all periods of use for temporary and commercial permits, the applicant shall maintain public liability and property damage insurance acceptable to the City and/or other insurance necessary to protect the public and the City on premises to be used unless waived by the Director of Public Works. The limits of said insurance shall be established by the Director of Public Works. A certificate evidencing the existence of said insurance or, upon written request of the Director of Public Works, a duplicate copy of the policy shall be provided to the City as evidence of the existence of the insurance protection. Said insurance shall not be cancelable or reduced without prior written notice to the City, not less than thirty (30) days in advance of the cancellation or alteration. Said insurance shall name the City as a named or additional insured and shall be primary as to any other insurance available to the City.
- F. Such other conditions as may be imposed by the Director of Public Works to reasonably assure that the requested use does not in any way create a likelihood of endangering those who are lawfully using the public right-of-way or public place.
- G. All conditions shall be subscribed on or attached to the permit.
- H. Applicant shall consent that in the event the City is required to take enforcement actions to enforce the terms and conditions of the permit, that the City shall be entitled to recover its costs, disbursements, and expenses including its attorneys fees, which sums may be filed as a lien against applicant's premises and enforceable in the manner provided for the enforcement of mortgages on real property.

~~12.02.040 Term of Permit Notwithstanding the provisions of Section 12.02.040 Revocation, Right of Way Use Permits shall be issued for varying terms, at the discretion of the Director of Public Works and as generally set forth below:~~

A. Right-of-Way Permit - Residential issued for construction of any fence or retaining wall shall be valid indefinitely unless revoked under Section 12.02.050. Any other non-commercial use of the public right-of-way will require a Right-of-Way Permit issued under the same terms as described under Right of Way Permit Commercial (paragraph B.)

B. Right-of-Way Permit - Commercial issued for any use of the right-of-way (as defined in Section 12.02.010) in connection with the operation of a business in the City of Gig Harbor, shall be for a period of twelve months from the date of approval. Property owners may make application to renew the Right-of-Way Permit upon permit expiration.

C. Right-of-Way Permit - Temporary issued to property owners for uses of the right-of-way of a temporary nature and which involves the obstruction of a portion of a public sidewalk or other walkway, shall be issued for a period not to exceed thirty (30) days. Property owners may make application to renew the Right-of-Way Permit upon expiration.

12.02.050 Revocation.

A. All permits issued pursuant to this chapter shall be temporary, shall vest no permanent right in the applicant, and may be revoked by the Director of Public Works upon the occurrence of any of the following:

1. Immediate revocation in the event of a violation of any of the terms and conditions of the permit;
2. Immediate revocation, in event such use becomes, for any reason, dangerous or any structure or obstruction permitted becomes insecure or unsafe;
3. Upon thirty (30) days notice if the permit is not otherwise for a specified period of time and is not covered by the preceding subsections.

B. If any use or occupancy for which the permit has been revoked is not immediately discontinued, the Director of Public Works may remove any such structure or obstruction or cause to be made to such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, the cost and expense of which shall be assessed against the permittee, including all fees, costs, and expenses incurred, including attorneys fees associated with the enforcement of or collection of the same.

12.02.060 Appeal. Any decision of the Director of Public Works or the Director's designed, with respect to the issuance, refusal to issue, or revocation or refusal to revoke a permit may be appealed to the City Council by filing a notice of intent to appeal such decision with the City Administrator/Clerk within ten (10) days of the date of issuance of

the decision being appealed. If an appeal from any such decision is taken, the appellant shall be required to pay a non-refundable appeal fee in an amount of not less than one hundred dollars (\$100.00). Said appeal shall include a complete statement of the reason or reasons that form the basis of the appeal. The decision of the City Council shall be final, binding and conclusive, said decision being solely within the discretion of the legislative body.

Section 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. A Right-of-Way Permit will be required for any existing use of any public right-of-way, street, sidewalk, or other public place. The owner or person entitled to possession of commercial property adjoining the public right-of-way that is responsible for the existing use, must make application for the appropriate Right-of-Way Permit within 90 days of the effective date of this ordinance in order to continue this use. Residential owners must obtain a permit within 730 days. Owners seeking temporary use of city right of way must obtain a permit before the use begins.

Section 4. Penalty for violation. Any person violating any of the provisions hereof shall, upon conviction, be subject to a penalty of \$100.00 as provided in Section 1.16.010D3 and for any costs incurred by the city relative to any violation. (Ord. 460 §17, 1985; Ord. 184 §2, 1974; Ord. 18 §6, 1949.)

Section 5. This ordinance shall take effect and be in full force five days after publication.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: 10/13/93
Passed by City Council:
Date Published:
Date Effective:

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON WHICH ESTABLISHES FEES FOR RIGHT-OF-WAY USE PERMITS AND SETS FORTH LIMITS OF REQUIRED PUBLIC LIABILITY/PROPERTY DAMAGE INSURANCE REQUIREMENTS IN CONNECTION WITH RIGHT-OF-WAY USE PERMITS

WHEREAS, the City of Gig Harbor desires to establish such fees by Resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR AS FOLLOWS:

Section 1. Right-of-Way Use Permits are established as follows:

- | | | |
|----|--|----------|
| A. | Residential (Fence/Retaining Walls) - Indefinite | \$ 50.00 |
| B. | Commercial (one year term) | \$ 50.00 |
| C. | Temporary (30-day term) | \$ 25.00 |

Section 2. Revocation - In the event Right-of-Way Use Permit is revoked by the Director of Public Works, as provided by Ordinance, there shall be no refund of the Right-of-Way Use Permit Fees set forth in Section 1.

Section 3. A Right-of-Way Permit for temporary and commercial permits will not be issued until applicant has provided to the Director of Public Works a certificate evidencing the existence of public liability and property damage in the following minimum limits and naming the City of Gig Harbor as an additional insured:

Bodily Injury Liability	\$300,000
Property Damage Liability	\$300,000
OR	
Combined Single Limit Bodily Injury and Property Damage	\$600,000

APPROVED:

Gretchen A. Wilbert, Mayor

Resolution No.
Page Two

ATTEST:

Mark E. Hoppen, Cit Administrtor/City Clerk

Filed with City Clerk: 10/20/93

Passed by City Council

Date Published:

Date Effective:

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

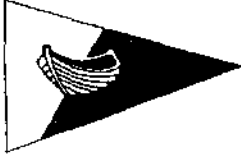
On the ____ day of _____, 199_, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A PROCEDURE FOR APPLICATION AND ISSUANCE OF PERMITS FOR USE OF STREET RIGHTS-OF-WAY AND OTHER PUBLIC PLACES IN THE CITY, DESCRIBING THE REVOCATION AND APPEAL PROCEDURES FOR SUCH PERMITS AND REQUIRING THAT SUCH PERMITS BE OBTAINED FOR ALL EXISTING USES OF THE PUBLIC RIGHTS-OF-WAY AND PUBLIC PLACES WITHIN ____ DAYS OF THE EFFECTIVE DATE OF THE ORDINANCE, PROVIDING PENALTIES FOR NONCOMPLIANCE, AS SET FORTH IN GIG HARBOR MUNICIPAL CODE SECTION 1.16.010(D)(3); ADDING A NEW CHAPTER 12.02 TO THE GIG HARBOR MUNICIPAL CODE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 199_.

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8126

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
DATE: NOVEMBER 21, 1993
SUBJECT: PACIFIC RIM ESTATES UTILITY EXTENSION AGREEMENT

Previously, two one-year agreements were signed with Pacific Rim Estates, Ltd. and Mr. James Healy, for a period of only 12 months each, the most recent to ending on October 1, 1993. This recent agreement was for 10,844 gallons per day of capacity for which Mr. Healy paid \$3548.50 (5%) as a commitment payment, non-renewable, for one year only.

Now, Mr. Healy wishes to reserve this capacity again for the same property as capacity was extended in the recent one year agreement and in the amount of 10,395 gallons per day. The proposed capacity commitment payment is for a period of 12 months. Additionally, Mr. Healy will need to pay capacity commitment for water and will be required to commit to both water and sewer in order to receive either utility service. Should Mr. Healy not connect within the year, then he will lose credit for his payment should he desire to form a new agreement.

The agreement presented is our current standard utility extension agreement.

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

THIS AGREEMENT is entered into on this ____ day of October, 1993, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Pacific Rim Estates, Ltd., 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 water and 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 lines on 46th Avenue NW (street or right-of-way) at the following location:

20 Acre parcel located at the corner of 72nd and Skansie Avenue

North half of the Northwest Quarter of the Southeast quarter of Section 7, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington.

EXCEPT the West 30 feet for J.H. MacDougal County Road.

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 and Water Capacity Commitments. 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 10,395 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 12 months ending on October 1, 1994, provided this agreement is signed and payment for sewer and water capacity commitments received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service with a 2" or greater meter.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$3532.50 for sewer and the sum of \$ 439.50 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees	
x 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 water service capacity and less the 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 commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments 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 and water capacity by paying the entire water connection fee and sewer 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 decision to forego opposition to 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 purchasers 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.

Single Family Residential Multiple Family Residential
 Business Commercial
 Industrial

- 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. Latecomer Reimbursement. The City agrees to provide reimbursement payment(s) to the Owner for the costs incurred in the installation of certain of the required 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 latecomer 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 improvements installed within the city limits extending from the existing city sewerage systems to the Owner's property identified above in Section 2.
 - ii) The costs of sewerage construction within the state right-of-

way.

- iii) The cost associated with added sizes of sewerage 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 latecomer 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 sewer service to any property located within the "contributory area" as outlined in the drawing marked Exhibit "B" 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:

<u>No. of Acres to be Connected</u>	<u>Amount to be Reimbursed</u>
Total Acres Within Contributory Area	Total Cost of Reimbursable Expense

The City shall assess a seven percent (7%) administrative fee for maintaining latecomer 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).

15. **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.

16. **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):

Sidewalk on 46th Avenue NW Frontage

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.

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. 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

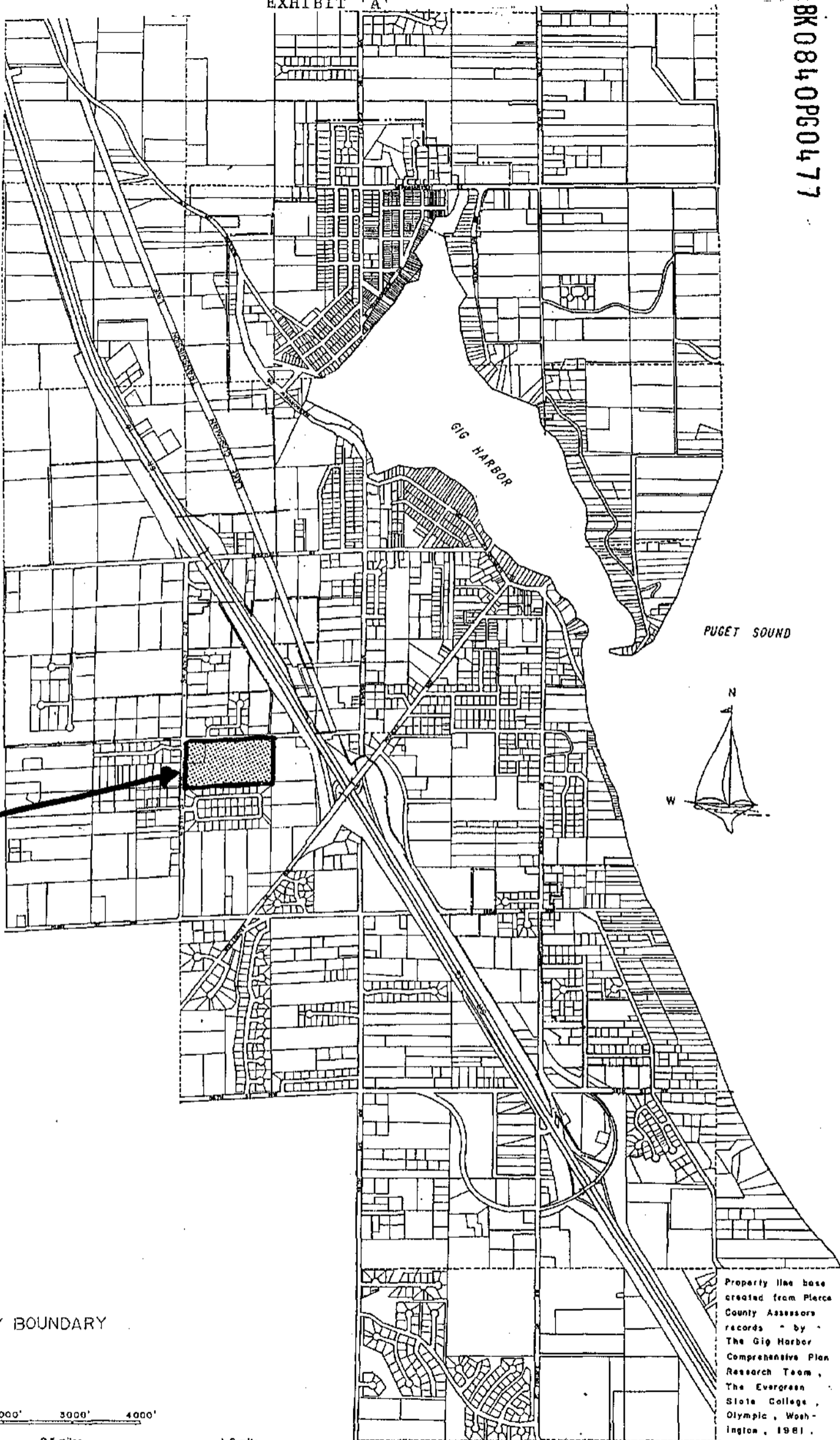
OWNER *Paubin Pen Estate Ltd*
BY [Signature]

Name: *JAMES W. HEALY JR*
Title: *Owner/Pres.*

ATTEST/AUTHENTICATED:

Mark Hoppen, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

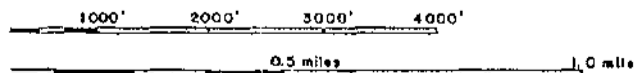


SITE

PUGET SOUND



--- CITY BOUNDARY



Property line base
 created from Pierce
 County Assessors
 records - by -
 The Gig Harbor
 Comprehensive Plan
 Research Team,
 The Evergreen
 State College,
 Olympia, Wash-
 ington, 1981.

CITY OF GIG HARBOR AND VICINITY

9212170464
 9212170464

A Minor Amendment to the Preliminary Plat of Harbor Pond

A Portion of Section 7, Township 21 North, Range 2 EWM

SITE DATA

WATER: Harbor Water Company
SEWER: City of Gig Harbor Systems
POWER: Peninsula Light Company
PHONE: PFI Communications
ZONING: Residential Environment
AVERAGE LOT: 9,118 sf
DENSITY: 2.40 du/acre (5.25 allowed)
OPEN SPACE: 283,230 sf / 6.50 ac. (35%)
PRIVATE ROADS: 2,022 lf / 101,339 sf (12%)
PAVEMENTS: 46,616 sf (6%)
STRUCTURES: 126,000 sf (15%)
TOTAL COVERAGE: 172,616 sf (21%)
TOTAL SITE: 815,522 sf

OWNER/DEVELOPER
Pacific Rim Estates, Ltd.
P.O. Box 1724
Tacoma, WA 98401
627-1133

SEP 22 1983

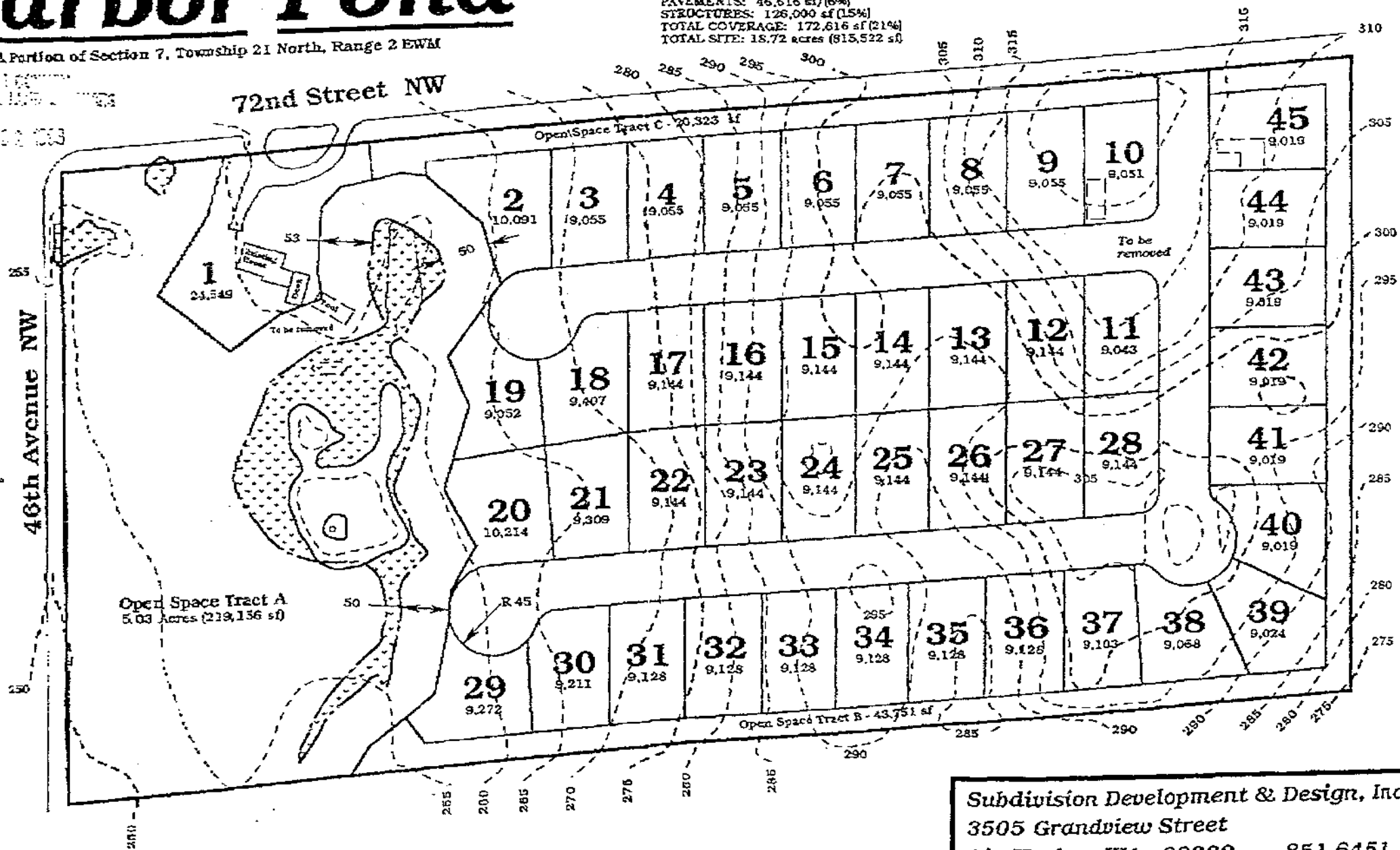
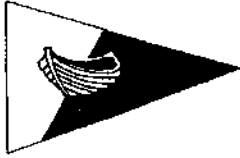


EXHIBIT 'B'


Subdivision Development & Design, Inc.
3505 Grandview Street
Gig Harbor, WA 98332 851-6451



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: October 21, 1993

SUBJ.: Request for Consideration to Allow Increased Height for Remodeled Residence per Section 17.48.060 (Mr. Stan Stearns, Arabella's Landing Marina)

Mr. Stan Stearns, owner of Arabella's Landing Marina, is requesting Council's consideration for increased height to a residence under remodel on the same property where the marina is located. The original site plan (#85-12) was approved in 1986 and a remodel for the residence was not proposed at that time. The shoreline permit was approved with the condition of providing a public viewing platform. It appears that staff, in reviewing the commercial development section of the shoreline master program, interpreted a policy statement (#1, pg 14 of the SMP) that providing a viewing platform meets the requirement for commercial development in providing an opportunity for a substantial number of the public to enjoy the shoreline location. However, no such corresponding regulation or provision is required specifically for water dependent uses such as marinas and staff interpreted the intent of the commercial development section with marinas as requiring public access.

In November of 1991, the zoning code was amended (Section 17.48.060, Waterfront Millville) to allow height increases of up to twenty four feet subject to four performance criteria and providing that certain amenities are provided (Section 17.48.090). The shoreline permit for the marina was renewed (by reapplication) as SDP 92-02, which was approved by Council. Again, the residence remodel was not proposed at that time. The increased height allotment was accorded to the WM district as a measure to provide an architectural style historically indigenous to the area. The total impervious coverage of the upland portion of the site is 58%, which is within the maximum allowable of 70%, including tidelands. A copy of the applicable section of 17.48.060 is attached for your consideration.

In reviewing this request, Council must address two issues:

1. Should the public amenities previously required and currently provided or proposed to be provided (but not yet constructed) at the marina be considered for allowance of increased height of the existing residence?
2. Should the site plan be amended to include the residence remodel as part of the marina facility for the purposes of increased height per Section 17.48.060?

Section 17.48.060 requires that the review of this request must be made in accordance with the procedures for site plan review, as per 17.96. As a site plan has been previously approved by the Council, the Council may entertain an amendment to the site plan to consider the request.

Staff is of the opinion that a water dependent commercial use such as a marina is not required, by SMP regulation, to provide general public access (Regulation 1, page 14) and that the public viewing platform located at the west end of the marina at M.L.L.W, and which was previously required by Council, may be considered as one of the two required amenities. The second amenity proposed to be provided is a transient moorage facility per section 17.48.090 E.2.f. A precise location for transient moorage has not been described, but its location must conform to the requirements in subsection E.2.f.. If Council agrees with staff, the residence may be considered as part of the marina facility and is qualified for increased height as per Section 17.48.060 up to a maximum of twenty four feet. A resolution with findings for Council's consideration is attached.

**CITY OF GIG HARBOR
RESOLUTION NO.**

WHEREAS, Mr. Stan Stearns has submitted a request to the Gig Harbor City Council to consider a height increase allowance of up to twenty-four feet for a residence under remodel at 3403 Harborview Drive and which is located on the same parcel as Arabella's Landing Marina; and

WHEREAS, Mr. Stearns has based his request on the provisions of Section 17.48.060 which allows a height increase of up to twenty four feet, subject to the provisions of two amenities being provided as listed in Section 17.48.090; and,

WHEREAS, the original site plan and shoreline permit for the marina was approved by the City Council in 1986; and,

WHEREAS, the Gig Harbor City Council has adopted Ordinance #598 which establishes guidelines for the review of site plans to provide for increased height in the Waterfront Millville District per Section 17.48.060; and,

WHEREAS, the City Planning Staff has concluded that the proposal for increased height of the residence may be considered in respect to the performance requirements of Section 17.48.060 which requires two amenities to be provided for the general public's use; and,

WHEREAS, the provision of two amenities as proposed by Mr. Stearns, and which would consist of a public fishing pier (E.2.d.) and transient moorage (E.2.f) as per Section 17.48.090, suffice to permit Council to approve increased height of the residence up to a maximum of twenty-four feet.

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

That the maximum height of the residence located at 3403 Harborview Drive is **APPROVED** for twenty-four feet and Site Plan #85-12 is hereby amended, subject to the following conditions:

1. The owner shall file a covenant with the Pierce County Auditor that identifies the two public access amenities and their locations at the marina, consistent with the provisions of Section 17.48.090 E.2 and a copy of the recorded document shall be presented to the Planning Department prior to the issuance of a building permit for the roof reconstruction.

PASSED this nd day of October, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator

Filed with City Clerk: 10/22/93

Passed by City Council:

17.48.050 Site plans. Before a building permit will be issued in a WM zone, the site plan review process specified in Chapter 17.96 shall be followed. Residential projects containing three or fewer dwelling units are exempt from this provision, except for increased height as per Section 17.48.060. (Ord. 598 §2(part), 1991).

17.48.060 Height. A. The maximum building height is sixteen feet, except as provided for under Section 17.62. Additional height of up to twenty-four feet may be permitted if two additional waterview/access opportunities are provided and the following criteria are met:

1. The structure shall not exceed two stories or floors in height.
2. Each story or floor shall be less than or equal to ten feet in height as measured from the top of the first floor to the top of the second floor.
3. There shall be no occupancy of the attic space.
4. The pitch of the roof shall have a minimum slope of 2:1 (6:12 pitch) and a maximum slope of 1:1 (12:12 pitch).
5. The proposal is reviewed in accordance with the site plan review criteria and procedure as established in Section 17.96.

B. The two waterview/access opportunities are in addition to the waterview/access opportunities provided for increased impervious coverage, pursuant to Section 17.48.090(E). (Ord. 598 §2(part), 1991).

17.48.070 Parking and loading facilities. Parking and loading facilities on private property shall be provided in accordance with the requirements of Section 7.72, except that where there are properties serving multiple uses, parking shall be provided for the combined total of the individual uses. (Ord. 598 §2(part), 1991).

17.48.080 Signs. All signs shall comply with the provisions of Chapter 17.80. (Ord. 598 §2(part), 1991).

17.48.090 Performance Standards. A. Exterior Mechanical Devices. Air conditioners, heating, cooling, ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping is required and shall be installed in conformance with Chapter 17.78 by this title and/or by conditions of approval of discretionary applications required by this title, such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets. Fishing-related equipment is exempt from this standard.

D. Outdoor Lighting. Within one hundred feet of any residential zone or use, outdoor lighting and aerial-mounted floodlighting shall be shielded from above in such a manner that the bottom edge of the shield shall be below the light source. Said lighting shall be shielded so that the direct illumination shall be confined to the property boundaries of the light source. Ground-mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. (Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.)

E. Waterview Opportunity and Waterfront Access.

1. Maximum impervious lot coverage may be increased up to a maximum of eighty percent upon execution of a written agreement with the city and the property owner and provided further that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with commercial uses or for increased height, as follows:

<u>Maximum Imp. Coverage</u>	<u>Number of Waterview /Access Opportunities</u>
a. 50/55/70	0
b. +10%	1
c. +10%	2
d. +10%	3

2. Waterview/Harbor Access Opportunities

a. Waterview opportunity, by means of public view corridors measuring twenty frontage feet along the street or twenty percent of the total waterfront frontage of the parcel, whichever is greater. View corridors shall be from public rights-of-way. Parking shall not be allowed in view corridors. Fences or railings shall not be allowed in view corridors except where required by the city building code.

b. Waterview opportunity, by means of a five-foot-wide public pathway along the property perimeter down one side line of the property to mean higher high water or a bulkhead or to the waterside face of structure, whichever is further waterward, then across the waterside face of the

property or structure and back to the street along the other side line.

c. Waterview opportunity, by means of a public viewing platform at the highest level of any structure on the property. Minimum area of the platform shall be fifty square feet. Railings around the platform may exceed the maximum height permitted for the structure. The platform shall be open to the public.

d. Harbor access opportunity, by means of a public fishing pier extending out to the mean lower low water and connected by a minimum five-foot-wide public pathway to the frontage street. A minimum of ten feet of open water shall surround the fishing pier.

e. Harbor access opportunity, by means of a public small boat landing available for transient use by rowboats, canoes, dinghies, etc., extending out to mean lower low water and connected by a five-foot-wide public pathway to the frontage street. A minimum of ten feet of open water shall surround the small boat landing.

f. Harbor access opportunity, by means of a public transient moorage for up to two thirty-foot boats and which must have a minimum water depth of eight feet and which must be easily accessible to visiting boats and posted with signage which can be read at a distance of one hundred feet. (Ord. 598 §2(part), 1991).

Chapter 17.50

WATERFRONT COMMERCIAL

Sections:

17.50.010	Intent.
17.50.020	Permitted uses.
17.50.030	Conditional uses.
17.50.040	Development standards.
17.50.050	Site plans.
17.50.060	Maximum height of structures.
17.50.070	Parking and loading facilities.
17.50.080	Signs.
17.50.090	Performance standards.

17.50.010 Intent. It is the intent of the waterfront commercial district to provide a wide range of uses and activities on the shorelines of Gig Harbor located within the area proximate to the downtown business district. Development should be water-oriented and maintain the scale of existing structures. Highest priority will be accorded to those uses that are water-dependent. Other uses that provide a high degree of physical access to the waterfront



3323 Harborview Drive Gig Harbor WA 98335
(206) 851-1793

October 11, 1993

page 1

Mr. Mark E. Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
P.O. Box 145
Gig Harbor, Washington 98335

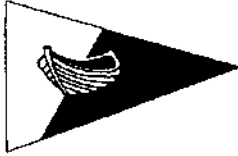
RE: Section 17.48.060 Height

Dear Mr. Hoppen,

Over the past months several methods have been discussed as to what is the best solution for securing approval for increasing the height and pitch of the roof of Mr. Stearns home located at 3323 Harborview Drive. I met with Mr. Gilmore on Friday October 8, 1993. Prior to that meeting it was thought the best method for dealing with the height issue was to request an amendment to the text of Waterfront Millville (17.48). After talking to Mr. Gilmore I arrived at a conclusion the amendment to the text was not the appropriate remedy. Later after thorough scrutiny of the applicable zoning requirements for the property a consensus was reached on the matter.

I will agree to execute a written agreement with the City of Gig Harbor to provide two (2) Harbor Access Opportunities and file the covenant with the county auditor. This is in keeping with Section 17.48.060 Height, Section 17.48.090 paragraph "E" Waterfront Access. I select sub-paragraphs (d.) and (f.)

I am aware there is an issue whether or not the Public Access Pier will qualify for paragraph (d.). I am enclosing Resolution No. 356 which approved SDP-02 the Dorotich Marina (Arabella's Landing Marina). SDP-02 did not require any additional impervious lot converge to comply with the development standards paragraph (B.) Section 17.48.060. The Staff report SDP 92-02 April 13, 1992 page 6 Regulations: "1. Commercial development within the shoreline area which are not water dependant shall provide for public access and or recreational opportunities in conjunction with the commercial use." Arabella's Landing Marina is a commercial Marina and therefore is water dependant and should have not been required to provide the public access pier according to the regulation cited by the staff report.



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, Director of Public Works *BY*
RE: State Revolving Fund Loans
DATE: October 18, 1993

INTRODUCTION

I am pleased to inform you that our loan application for the Wastewater Treatment Plant expansion project has been approved. Our loan request was \$890,851 at 0% interest for five year term. We are now requested to sign the loan document. The purpose of this memorandum is to obtain your authorization for Mayor Wilbert and the City Administrator, Mark Hoppen, to sign the loan agreement.

BACKGROUND AND ISSUES

The city has been planning on expanding the capacity of the treatment plant since 1985. In 1985, the city published an Engineering Report to expand its treatment plant capacity from 400,000 gallons per day (gpd) to 700,000 gpd, and, eventually, that it be increased to 1,600,000 gpd.

We have prepared a facilities report and received necessary approvals from the Department of Ecology to expand the plant capacity to 1,600,000 gallons per day. While the final plans and specifications are being prepared, the United States Environmental Protection Agency (EPA) published its new sludge regulations (EPA 503 Sludge Regulations) early this year. The new regulations have made it almost impossible to dispose of Class B biosolids at landfills. Our existing plant, and the design of the expanded plant, produces Class B biosolids.

After reviewing various alternatives available to dispose of biosolids, it became apparent that we need to be able to produce Class A biosolids in order to have viable biosolid disposal options. It was a good time for us to modify the plant design to be able to produce Class A biosolids.

There were primarily three ways of producing Class A biosolids. Externally heated Digester; Lime Addition, or Thermophilic Digester without external heat. Among the three, we chose to build the thermophilic digester without any external heating. This option is now being designed and we hope to send our

final plans and specifications to DOE fairly soon for their approval.

POLICY ISSUES

Expanding the Wastewater Treatment Plant capacity to 1,600,000 per day is consistent with city policies.

The city has been operating the Wastewater Treatment plant since 1974. Since then, it has been the city's policy to protect and preserve the public waters of Gig Harbor, Gig Harbor Bay, and various creeks by operating an efficient plant. The expanded capacity will continue to enable the City to play an active role in preserving the environment in the Gig Harbor Peninsula by having the capacity to cover septic failure and new development as it occurs within the city and outside the city limits.

The City has been able to keep the connection fees for customers within the city limits at the same level as originally determined except for construction cost index increases of 2 or 3 percent annually. The higher connection fees for customers outside city limits has enabled the city to keep its rates inside the city low. The expanded plant capacity will keep this policy in tact for upcoming years also.

The plant expansion project with thermophilic digester process will enable us to produce Class A biosolids which will be disposed in an environmentally sound way by hauling to a landfill or by using the product as a fertilizer.

FINANCIAL IMPACT

The City has been planning on expanding the capacity of the Wastewater Treatment Plant from 700,000 gallons per day to 1,600,000 gallons per day. The cost of the project was first identified as \$1,500,000.00.

When the biosolid disposal requirements were changed by EPA, we decided to build a thermophilic digester at the plant to enhance our biosolid disposal options. The cost of building the thermophilic digester is another \$220,000.00. Therefore, the total plant expansion project cost will be \$1,720,000.00.

Accepting the \$890,000 loan from the Department of Ecology, will require an additional \$830,000 to complete the plant expansion project. The funds for this

unfunded portion will come from our sewer reserve account in which we currently have \$1,268,000.

We can borrow the money from Ecology under the following terms:

	Term	Interest Rate	Annual Payment
Option #1	20-year	4.5%	\$ 68,425
Option #2	14-year	3.5%	\$ 81,576
Option #3	5-year	0%	\$178,000

Among the three options, I recommend that we borrow the money at 3.5% interest rate over 14 year period for the following reasons.

We have been able to accumulate an average of \$253,600 annually in our sewer reserve account since 1989, just after we completed the last plant expansion. Given this historical information, I anticipate that we will continue adding to this account by at least \$253,600 annually in the future. The loan payments for the Department of Ecology will come from this account.

With this anticipated revenue, we certainly can borrow the loan at any one of the three options outlined above. However, if there were a serious fluctuation in the economy, this revenue could be reduced, as it is strictly dependent upon new residential and commercial connections. Also, the environmental rules and regulations are continually changing. What is okay today may not be okay tomorrow in regards to the construction, operation and maintenance of wastewater treatment plant facilities. This dynamic process in environmental laws may result in future major capital expenditures which we are unable to anticipate at this time. Therefore, I would like to see us continue to retain some funds in the reserve account to cover the cost of unanticipated improvements.

If we borrow the money under Option #3, our minimum payment would be \$178,000 per year for five years. Although the interest rate for this option is very attractive (0%), I don't think we should obligate ourselves to this high annual payment.

If we borrow under Option #1, our annual payment will be \$68,425 for 20 years. Although the interest rate for this option is still very attractive, there will be \$230,000 additional interest payment over Option 2 over the life of both loans.

If we borrow under Option #2, our annual payment will be \$81,576. I think the interest for this option is excellent (3.5%) and I believe we can comfortably make

Mayor Wilbert and City Council
October 18, 1993
Page 4

the required annual payments.

RECOMMENDATION

I recommend a council motion to authorize Mayor Gretchen Wilbert to sign the loan documents for a minimum \$890,000 loan amount with the Department of Ecology at 3.5% interest rate for up to 14 year financing terms.



RECEIVED

OCT 12 1993

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

CITY OF GIG HARBOR

P.O. BOX 47600 • Olympia, Washington 98504-7600 • (206) 459-6000

October 4, 1993

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

Re: **Fiscal Year 1994 State Revolving Fund
Final Intended Use Plan**

Dear Mr. Yazici:

I am pleased to inform you that your proposed project was rated and ranked in the fundable portion of the enclosed final Intended Use Plan (IUP) for fiscal year 1994. The Wastewater Treatment Plant Expansion loan identified on the IUP's list of projects is subject to negotiations. The final loan amount will be based on negotiations between you and Ecology regarding scope of work, technical merit, reasonableness of costs, eligibility determinations, and any appropriate contingency funds. You will have until January 31, 1994 to negotiate and sign a loan agreement.

Jon Peterson of our Point Source Project Section has been assigned to work with you on your project. Jon will contact you soon to begin negotiating a loan agreement. Please call Jon at (206) 459-6105 if you have any questions regarding the status of your project. Your project engineer is Al Bolinger. Al can be reached at (206) 459-6093.

^{407 6550}
The next SRF funding cycle will open in June, 1994, with an application period of approximately 30 days. We will issue a public notice of the funding cycle application workshops. Our staff is committed to working with public bodies to improve their opportunities for obtaining funds for water quality projects. We will be available to help you with your application and required supporting documentation.

If you have any questions regarding the SRF program or the application requirements, please contact me at (206) 459-6101 (SCAN 585-6101) or Brian Howard of my staff at (206) 438-7515 (SCAN 585-7515). We look forward to working with you on this important project to improve water quality.

Sincerely,

Cheryl L. Strange

Cheryl L. Strange
Program Manager
Water Quality Financial Assistance

CLS/BH:tkr
Enclosure

cc: Mike Gardner, Ecology/WQFA
Brian Howard, Ecology/WQFA
Jon Peterson, Ecology/WQFA
Al Bolinger, Ecology/WQFA





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, DIRECTOR OF PUBLIC WORKS *BY*

RE: REQUEST FOR FUNDS TO CORRECT SEWER CONNECTION

DATE: OCTOBER 21, 1993

INTRODUCTION

When ULID #2 was built, some of the existing lines were upgraded on Soundview Drive. The home of Mr. and Mrs. Glenn Easley at 6711 Soundview Drive was reconnected to the sewer after the lines were upgraded. The new side sewer apparently was not connected properly and consequently, Mr. & Mrs. Easley have been experiencing some back-ups at their residence. In order to make necessary corrections, we need City Council authorization to expend approximately \$2,500, which was not budgeted in the 1993 budget.

BACKGROUND/ISSUES

The city formed ULID #2 back in 1988 to provide sanitary sewer to the Westside Business District. Part of the ULID #2 project scope was to upgrade the size of existing sewer line along Soundview Drive to be able to transport sewage from the Westside Business District to the treatment plant.

During the upgrade of the lines on Soundview Drive, all of the existing side sewers were first disconnected, and then reconnected to the city sewer. When the Easley's side sewer system was reconnected, the connection was done with a negative slope and, consequently, the side sewer line is always half full of sewage and the sewer is backing up to their residence.

The Easley's assumed the back-ups were being caused by a problem with their system on their property. After three separate service calls by plumbers to fix the problem, they were made aware of a faulty connection in the City right-of-way where their side sewer is connected with a negative slope.

Approximately one month ago, this was brought to my attention. We have investigated and confirmed the faulty connection and have explored various

options to correct the problem. The two solutions identified are:

One option is to completely replace the existing side sewer in the city right-of-way portion. This option will require an open cut trench on Soundview Drive approximately 20 feet long and eight feet wide on the new pavement.

The second option is to convert the existing gravity side sewer to a pressure side sewer. To do this, we do not have to cut the pavement. However, we would have to install a pump to pump the sewage to the main collection system via the existing side sewer line.

Among the two options, I prefer the second one. The first option requiring an open cut trench on brand new pavement on Soundview Drive. We have been encouraging all utility companies not to cut any new street for at least two years after it is paved. I rather us not violate this requirement which we want others to obey.

Attached diagrams 1 and 2 represent both the existing side sewer and the proposed solution of pressure pumping.

POLICY ISSUES

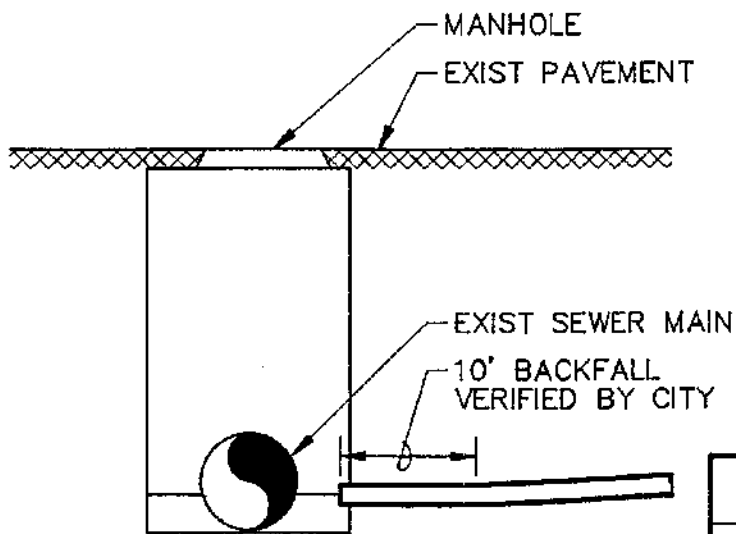
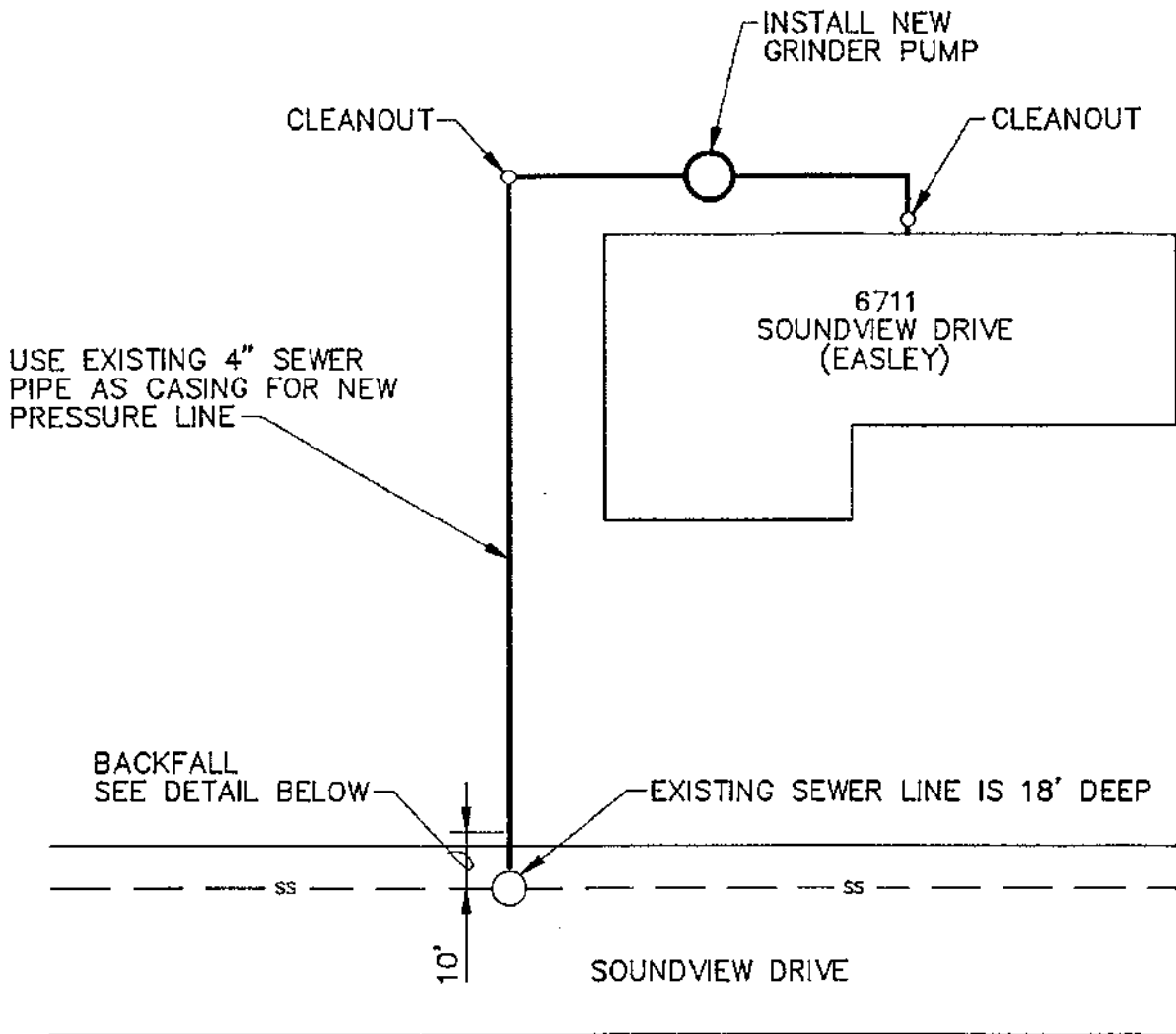
The City is dedicated to providing the highest customer service to its customers. Fixing the side sewer problem which was created in the construction process of ULID #2 is consistent with the city policy.

FINANCIAL IMPACT

Installing a pressure pump sewer system for Mr. & Mrs. Easley would cost us approximately \$2,500 for material cost. This amount is not budgeted in our 1993 budget. The funds will most likely come from our sewer operation and maintenance budget. We will closely follow this budget between now and the end of the year to make sure we do not overspend the budget with this unanticipated expenditure.

RECOMMENDATION

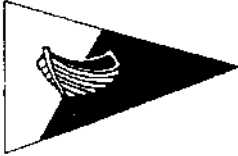
I recommend a council motion to authorize the Public Works Director to spend up to \$2,500.00 to repair Mr. & Mrs. Glenn Easley's side sewer system.



BACKFLOW DETAIL

CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
GRINDER PUMP 6711 SOUNDVIEW			
APPROVED BY CITY ENGINEER		DATE	
DWN	CKD	DATE	FILE
WJH	DB	10/21/93	PW-9317

REF



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 *MMA*
SUBJECT: GRANDE BANK SUBDIVISION, REQUEST FOR REIBURSEMENT
DATE: 10/21/93

Mr. Jeff Edwards, who obtained the right last January to utilize 30 ERUs of city sewer capacity and to extend city sewer down Reid Road to the Grande Bank Subdivision, is requesting the return of his commitment payment based on a change of condition in the scope of the engineering which applies to the subdivision as a result of change in city sewerage objectives.

This change results from the enlargement of the area to be served by the pump station and sewer facility on the Grande Bank property. When Council initially reviewed this extension the area to be served extended immediately at the southerly border of the subdivision. Now, it is understood that the entire area within the urban boundary line to the south of the subdivision would be included as the catchment area for the Grande Bank pump station and sewer facility. The resulting increase in cost means that the area will be built with septic drainfields.

WM. EDWARDS CONSTRUCTION CO. INC.

October 13, 1993

Mr. Ben Yazici, P.E.
Public Works Director
City of Gig Harbor
PO Box 145
Gig Harbor, WA 98335

RE: Grande Bank Subdivision - Request for reimbursement of
sanitary sewer Service Agreement deposit

Dear Mr. Yazici,

On December 9, 1992, I submitted a letter to you indicating my desire to obtain sanitary sewer service from the City of Gig Harbor for the proposed Grande Bank Subdivision. Within this correspondence I indicated the approximate cost of the improvements which I understood were necessary to be completed in order to fulfill the terms and conditions of the Sanitary Sewer Service Agreement.

On December 14, 1992, a meeting before the Gig Harbor City Council was held to consider the approval of this Sanitary Sewer Service Extension Agreement. I have attached an exhibit which was used during the council meeting to describe the extent of public sanitary sewer improvements proposed to be completed by the Grande Bank Subdivision. You will note that the entirety of the improvements proposed are located north of the Grande Bank Subdivision. You will also note that the area proposed to be served (approximately 140 acres) is also located adjacent to and north of the Grande Bank Subdivision.

In March 1993, I was informed that additional improvements to what was initially proposed would be necessary in order to satisfy the intent of the Gig Harbor Sanitary Sewer Comprehensive Plan. At this time I discovered that a large area south of the Grande Bank Subdivision would also need to be served by the pump station being constructed within the Grande Bank Subdivision. This requirement, which was unanticipated during the City Council meeting in December 1992, substantially increases the size of the pumps, wet well, and other sanitary sewer facilities which would be necessary within the project. In addition, this was clearly not my understanding when I entered into an agreement with the City of Gig Harbor to provide sanitary sewer service.

Therefore, I request at this time that the City Council consider the reimbursement of my Sanitary Sewer Service Extension deposit which was made on February 5, 1993. I have attached a copy of the receipt of deposit paid to the City of Gig Harbor and the December 9, 1992 letter and exhibits presented to the City of Gig Harbor.

Both I and Sean Comfort, my civil engineer, are willing to be in attendance at your upcoming October 25, 1993 City Council meeting. At this meeting we would be happy to answer any questions the Council may have concerning this issue. Prior to this Council meeting, if you require any additional information or copies of the attached materials, please do not hesitate to contact me.

Sincerely,

WM. EDWARDS CONSTRUCTION CO., INC.



Jeffrey W. Edwards
President

Enclosures

DEPARTMENT FINANCE PROJECT

CHECK NUMBER

017159

W.M. EDWARDS CONSTRUCTION CO., INC.

⑈017159⑈ ⑆125100026⑆0005640529⑈

AUTHORIZED SIGNATURE

NON-NEGOTIABLE

[Handwritten Signature]

CITY OF GIG HARBOR

OF ORDER TO THE

AMOUNT \$50.00 ****

DATE 02/01/93

*** FIFTY AND 00/100 DOLLARS

PAY

CHECK NUMBER

017159

PUGET SOUND BANK

02/7/1993

1009 GRANT LANE SW
TACOMA WASHINGTON 98469

5220 ORCHARD STREET
TACOMA, WASHINGTON 98467
(206) 4742515

W.M. EDWARDS CONSTRUCTION CO., INC.

CITY OF GIG HARBOR

3105 JUDSON STREET, GIG HARBOR, WA 98335

TREASURER'S RECEIPT

27665

Jeff Edwards
RECEIVED FROM
Boundary Review Board App
FOR

Feb 5, 1993
DATE

FUND	DEPT	B/SUB	ELEM	OB	DESCRIPTION	AMOUNT	
					For Boundary Review Board	50	-
TOTAL						50	-

CITY OF GIG HARBOR

3105 JUDSON STREET, GIG HARBOR, WA 98335

TREASURER'S RECEIPT

27666

Jeff Edwards
RECEIVED FROM

Grande Bank - Sewer Extension
FOR

Feb 5, 1993
DATE

FUND	DEPT.	B/SUB	ELEM.	OB	DESCRIPTION	AMOUNT	
					<i>Sewer Extension Capacity</i>	<i>9562</i>	<i>50</i>
TOTAL						<i>9562</i>	<i>50</i>

WM. EDWARDS CONSTRUCTION CO., INC.
5220 ORCHARD STREET
TACOMA, WASHINGTON 98467
(206) 474-2515

PUGET SOUND BANK 34-7/1251
10439 GRAVELLY LAKE DR. S.W.
TACOMA, WASHINGTON 98449

017157

CHECK NUMBER

PAY

*** NINE THOUSAND FIVE HUNDRED SIXTY TWO AND 50/100 DOLLARS
DATE: 02/01/93 AMOUNT: \$9,562.50 ***
City of Gig Harbor

[Signature]
NON-NEGOTIABLE
AUTHORIZED SIGNATURE

⑈017157⑈ ⑆125100076⑆0005640529⑈

WM. EDWARDS CONSTRUCTION CO., INC. 017157 CHECK NUMBER

DEPARTMENT	REMARKS	AMOUNT
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Construction Department	Sewer Extension Capacity	\$9,562.50
-------------------------	--------------------------	------------

13971

WM. EDWARDS CONSTRUCTION CO. INC.

December 9, 1992

Mr. Ben Yazici
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

Reference: Grande Bank Subdivision—Sewer Service Request

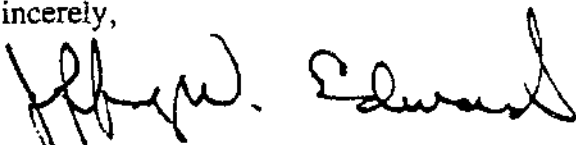
Dear Mr. Yazici:

I am writing at your request to formally ask the City Council to extend sanitary sewer service to the Grande Bank Subdivision. The subdivision is located adjacent to the Reid Road within the City's adopted Urban Area boundary. The subdivision has received preliminary approval in Pierce County and is designed for 30 single-family building sites, all of which exceed the City's minimum lot area requirement of 12,000 square feet. I am requesting that the Council authorize the sale of capacity to the subdivision in the amount of 6,930 gallons per day for sewer service.

In return for this, I am proposing to install the sanitary sewer system, at my expense, and size it to serve the Urban Area lying south of the Hollycroft Pump Station. This is in accordance with the comprehensive sanitary sewer plan of the City. I estimate it will cost me \$326,500 to install the system. I am asking that the City enter into a reimbursement agreement with me so that I may recoup \$279,500.00 of those dollars through future hook-ups to the system by property owners lying within the area to be served. Attached you will find copies of the service area and schematic plans for the system I propose to install. I have based my proportional share of the costs (to be paid by me) upon a simple area calculation of the area to be served with my subdivision representing 14.4%.

Both I and Sean Comfort, my civil engineer, will be in attendance at your December 14, 1992 City Council meeting and would be happy to make a presentation to the Council and/or answer any questions the Council may have. If you require any additional information or copies of the attachment prior to the Hearing, please do not hesitate to contact me.

Sincerely,



Jeff Edwards

#13971sh

GRANDE BANK SANITARY SEWER
 PRELIMINARY COST ESTIMATE

SANITARY SEWER SYSTEM

ITEM/DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
New 8" PVC Gravity San Sewer Main (Reid Dr. NW)	2,400 LF	30/LF	72,000
Overlay of Reid Dr. NW	2,400 LF	10/LF	24,000
New 8" PVC Gravity San Sewer Main (49th St. Ct. NW)	1,200 LF	20/LF	24,000
New 6" CL 200 PVC Pressure Main (Reid Dr. NW)	380 LF	15/LF	5,700
New 6" CL 200 PVC Pressure Main (49th St. Ct. NW)	1,200 LF	15/LF	18,000
*Proposed San Sewer Pump Station	1	Lump Sum	100,000
Sanitary Sewer Manholes	12	3,000/EA	36,000
Engineering and Administration (6%±)	Lump Sum	Lump Sum	17,000
		Subtotal	296,700
		10% Contingency	29,800
		TOTAL COST	326,500

*ASSUMES NO SALVAGE VALUE FOR ABANDONMENT OF LONG ACRES SANITARY SEWER PUMP STATION

Note: The above is only an estimate of anticipated costs and is limited to the items listed. Because (i) accurate cost estimates are not always possible and (ii) unforeseen costs often are incurred during the course of a project, the cost estimate should not be considered as a guarantee that actual costs will not exceed such estimated costs or that all costs which will be incurred in actual construction of the project have been included.

December 9, 1992
File #13971
Prepared by: S. Comfort

TOTAL GROSS ACREAGE WITHIN SERVICE AREA (POTENTIAL)

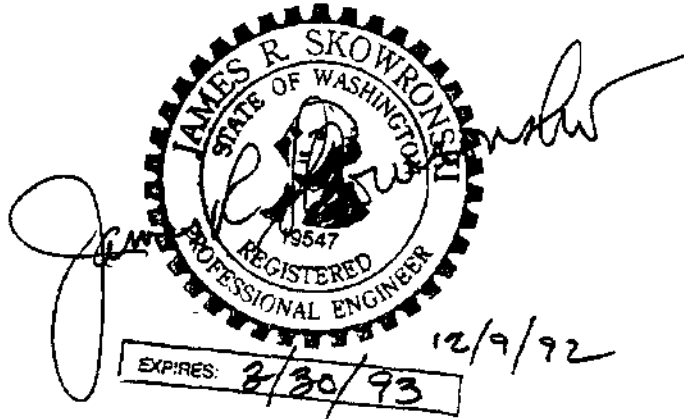
Grande Bank 20.5 acre
Total Service Area 142.5 acre

Grande Bank % of Total Service Area $20.5 = 14.4\%$

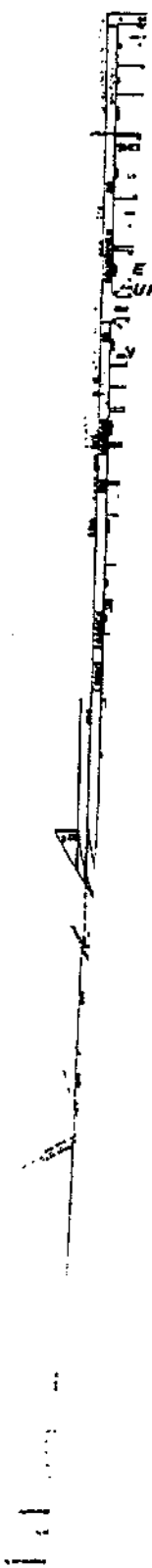
Therefore potential latecomer fees:

$85.6\% \times 326,500 = 279,500\pm$

Cost per acre: $\frac{279,500}{(142.5 - 20.5)} = \$2,290/\text{acre}\pm$



E ABANDONED
CURE MAIN



9310200619

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

THIS AGREEMENT is entered into on this 21st day of January, 1993, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Grande Bank, 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 Reid Road (street or right-of-way) at the following location:

GRANDE BANK SUBDIVISION - Thirty, single family homes on lots not less than 12,000 square feet.

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 30 ERU's, 6,930 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 January 31, 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 Sixty three thousand, seven hundred and fifty dollars (\$63,750.00) 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 two (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):

X Single Family Residential
 Commercial
 Industrial
 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.

C. The Grande Bank Subdivision will build only 30 single family homes and the lot sizes will not be less than 12,000 square feet.

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):

None.

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. Other contingencies. Owner agrees to build a gravity sewer line along Reid Road from the Hollycroft Road intersection to the Grande Bank Subdivision. Owner will be responsible for eliminating the lift station at the LongAcres Development, and delivery of all the equipment and materials associated with the lift station to the City Shop.

17. Agreement to enter into latecomers agreement. If requested by the developer, the City agrees to enter into a latecomers agreement with the developer at such time as the developer constructs the sewer facilities identified in this agreement. The latecomers agreement shall contain provisions for reimbursement of the City's expenses in administration and contain an indemnification for City liability. The developer shall have the obligation to request the latecomers agreement.

18. 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.

19. 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.

20. 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 21st day of January, 1993.

CITY OF GIG HARBOR .

Gretchen Wilbert
Mayor Gretchen Wilbert

OWNER

Jeffrey D. Edwards - PRESIDENT
Name
Title: WM. EDWARDS CONST. CO.

ATTEST/AUTHENTICATED:

Mark Hoppen
City Clerk, Mark Hoppen

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 21st day of January, 1993, before me personally appeared Jeffrey Edwards, to me known to be the individual described in and who executed the foregoing and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Molly M. Dowdell
NOTARY PUBLIC for the State
of Washington, residing at
Big Harbor
My commission expires 12/2/95.

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

On this 26th day of January, 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 WHEREOF, I have hereto set my hand and affixed my official seal the day year first above written.

Molly M. Dowdell
NOTARY PUBLIC for the state
of Washington, residing at
Big Harbor
My commission expires 12/2/95.



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: INTERLOCAL AGREEMENT FOR DISTRIBUTION OF DCD FUNDS
DATE: 10/22/93

Attached is a copy of Resolution No. R93-163, passed by the Pierce County Council on Tuesday, October 12, 1993. This resolution is designed to meet the new requirement of the Department of Community Development for an interlocal agreement between the County and each city/town in the County which must be executed prior to disbursement of DCD grant funds. These grant funds will be used, as have similar grants in the past, for compliance/implementation of the Growth Management Act.

We can expect to receive our share of the bulk allocation of funds to Pierce County next month, if we have a signed interlocal agreement on file.

RECOMMENDATION

Council should approve the interlocal agreement and direct the Mayor, City Administrator, and legal council to sign it and return it to Pierce County as soon as possible.

1 FILE NO. _____ PROPOSAL NO. R93-163

2 Sponsored by: Councilmember Bill Stoner
3 Requested by: Pierce County Executive

4 RESOLUTION NO. R93-163

5 A RESOLUTION OF THE PIERCE COUNTY COUNCIL AUTHORIZING THE PIERCE
6 COUNTY EXECUTIVE TO ENTER INTO INTERLOCAL AGREEMENTS
7 WITH THE CITIES AND TOWNS OF PIERCE COUNTY,
8 ESTABLISHING THE PROCESS AND CONDITIONS FOR
9 DISTRIBUTION OF FUNDS PROVIDED BY THE WASHINGTON STATE
10 DEPARTMENT OF COMMUNITY DEVELOPMENT.

11 WHEREAS, the Washington State Department of Community Development
12 (Department) has the statutory authority under RCW 43.63A.065 to
13 cooperate with and provide assistance to local governments and local
14 agencies serving the communities of the State, for the purpose of
15 aiding orderly, productive, and coordinated development of the State;
16 and

17 WHEREAS, the Department has the responsibility of administering
18 programs and projects assigned to the Department by the Governor of
19 the State of Washington; and,

20 WHEREAS, the Department has the statutory responsibility under
21 RCW 36.70A.190(1) of establishing a program of financial assistance
22 and incentives to counties, cities, and towns to encourage and
23 facilitate the adoption and implementation of comprehensive plans and
24 development regulations throughout the State; and

25 WHEREAS, the Department has determined that the most expedient
26 method of distributing grant funds for the fiscal year 1994 - 1995
27 biennium is to make the entire biennium's allocation available to the
28 State's jurisdictions planning under the Growth Management Act, prior
to their legislatively-determined deadline for adoption of
comprehensive plans and development regulations; and

1 WHEREAS, the DEPARTMENT desires to engage the COUNTY and, by
2 virtue of an Interlocal Agreement between the County and each City
3 and Town, the cities and towns within, to perform certain tasks as
4 hereinafter specified; NOW, THEREFORE,

5 BE IT RESOLVED by the Council of Pierce County:

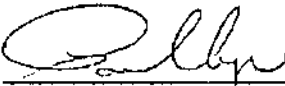
6 Section 1. The Pierce County Executive is hereby authorized to
7 execute an "Interlocal Agreement -- For the Distribution of
8 Department Funds", attached hereto as Exhibit "A", and by this
9 reference incorporated herein, with each of the Cities and Towns in
10 Pierce County.

11 PASSED this 12th day of October, 1993.

12
13 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

14
15 
16 Clerk of the Council

15 
16 Council Chair *Acting*

17 Approved As To Form Only:
18
19
20 _____
Deputy Prosecuting Attorney

EXHIBIT "A" TO RESOLUTION NO. R93-163

INTERLOCAL AGREEMENT -
DISTRIBUTION OF DEPARTMENT FUNDS

THIS AGREEMENT is entered into by and among the cities and towns of Pierce County and Pierce County. This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, RCW 39.34 and has been authorized by the legislative body of each jurisdiction pursuant to formal action as evidenced by execution of the signature page of this Agreement.

1. PURPOSE:

The purpose of this Agreement is to designate Pierce County as the primary grantee of certain funds provided by the Washington State Department of Community Development (hereinafter referred to as the DEPARTMENT) pursuant to RCW 36.70A et seq. and Contract No. 1-94-15002, which is attached and incorporated herein as Exhibit "A", and provide a method and conditions of distributing those funds.

2. DURATION:

The effective date of this agreement shall be July 1, 1993. The termination date shall be June 30, 1994, the legislatively determined deadline for adoption of comprehensive plans and development regulations.

3. FUNDING:

The total funds to be disbursed to the COUNTY and through the COUNTY, to the cities and towns within, for the agreement period, shall not exceed One Million, Eighty-four Thousand, Two Hundred Seven and no/100 Dollars (\$1,084,207.00). The COUNTY shall allocate these funds in the manner provided in Exhibit "B", attached and incorporated herein, subject to all provisions outlined in Contract No. 1-94-15002.

4. OBLIGATIONS:

The cities and towns are similarly obligated by all provisions applicable to the COUNTY by virtue of Contract No. 1-94-15002, including but not limited to the following:

- a. SERVICE PROVISIONS. Funds provided shall be used solely for activities undertaken to fulfill the requirements of the Growth Management Act and to complete the tasks outlined in a SCOPE OF WORK developed by each city or town and made a part of this

EXHIBIT "A" TO RESOLUTION NO. R93-163 - continued

Interlocal Agreement, a copy of which shall be forwarded to the DEPARTMENT. When a jurisdiction's SCOPE OF WORK analyzes an area outside their jurisdictional limits, the COUNTY shall be consulted.

- b. WITHHOLDING FOR NONCOMPLIANCE. Following disbursement of the first calendar quarter's allocation, the DEPARTMENT or the COUNTY shall, upon written notification by the DEPARTMENT, withhold funds from a city or town for failure to complete the procedural requirements of the Growth Management Act or upon determination of non-compliance by a growth planning hearings board, pursuant to Sections 4 and 6 of Contract No. 1-94-15002; jurisdictions missing deadlines during the AGREEMENT PERIOD will be limited to one further calendar quarter's allocation prior to withholding.
- c. COPIES. All jurisdictions shall submit to the DEPARTMENT a copy of Natural Resource Lands and Critical Area documents, county-wide planning policies, development regulations for interim urban growth areas and annual reports. In addition, 22 copies of the latest draft Comprehensive Plan and Development Regulations prior to adoption shall be available for and delivered to state agencies, pursuant to RCW 36.70A.106. The DEPARTMENT shall provide a mailing list for this purpose. Copy of adopted Comprehensive Plans and Development Regulations shall be forwarded to the DEPARTMENT within ten (10) days of adoption.
- d. ANNUAL REPORT. All jurisdictions shall submit to the DEPARTMENT an annual report documenting planning progress, pursuant to RCW 36.70A.180. The DEPARTMENT shall provide a form for this purpose.

5. REDUCTION IN FUNDS

If the DEPARTMENT unilaterally terminates all or part of Contract No. 1-94-15002, or reduces its scope of work or budget under Contract No. 1-94-15002, the COUNTY may also unilaterally terminate all or part of this Interlocal Agreement on the same basis.

56. SEVERABILITY:

If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

EXHIBIT "A" TO RESOLUTION NO. R93-163 - continued

67. FILING:

A copy of this Agreement shall be filed with the Secretary of State, County Auditor, and the city/town clerk.

IN WITNESS WHEREOF, this Agreement has been executed by each member jurisdiction as evidenced by signature pages affixed to this Agreement.

INTERLOCAL AGREEMENT - DISTRIBUTION
OF DEPARTMENT FUNDS

SIGNATURE PAGE

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement - Distribution of Department Funds.

IN WITNESS WHEREOF, this Agreement has been executed by

(Name of City/Town/County)

By: _____
Mayor/Executive

Date: _____

Approved:

By: _____
Director/Manager/

Approved as to Form:

By: _____
Assistant City Attorney/
Deputy Prosecutor

MAYOR'S REPORT
October 25, 1993
EMERGENCY PREPAREDNESS PLANNING

Emergency planning has been progressing on the Gig Harbor Peninsula for the past two years. The coordinated effort between the City of Gig Harbor, Fire Districts #5 & #16, Peninsula Light Co., PTI, the Peninsula School District, the Pierce County Sheriff's Department, the Washington State Patrol, and the Amateur Radio Club, has identified rolls and is refining technical procedure at this time.

A year ago the Peninsula School District was happy to turn over the leadership roll of emergency management to Ray Zimmerman, a retired executive, who was willing to volunteer his time and management skills and take on the responsibility of the coordinating the efforts of all these essential agencies and establishing a plan of survival for the entire community.

This team effort was given a name, the Emergency Management Coordinating Committee (EMCC). The EMCC has been successful in convincing the county to assist in drawing up a plan addressing the special needs of the Peninsula. Mr. Tom Sutton of Pierce County Emergency Planning, is working on a plan document.

The City of Gig Harbor will be reviewing this plan and considering whether or not we wish to sign an agreement with the county, or whether we wish to draw up our own plan. Each municipality within the county is required to adopt a plan.

I am asking administration, department heads, and the staff to participate in a planning session with the objective of adopting a procedure to follow within City Hall in the event of an emergency.

As you may recall, city neighborhoods have already begun their education process under the leadership of John Miller and presenter, Shirley Rettig. Shirley has put together a program receiving area-wide acclaim, using her own money. The Methodist Church has offered space for volunteers to assemble the Emergency Management Packets, and staff at City Hall helped in copying information to be given to city residents in neighborhood workshops. Shirley will be traveling to Boise, Idaho on Monday, October 25th, to participate in a regional disaster preparedness meeting. Her travel expenses are being donated by individuals within service clubs and the greater community.

The EMCC is attempting to fund a mobile command center whose main mission would be communication coordination. Components for this emergency unit are being sought at this time.

If you would like an Emergency Preparedness Workshop planned for your neighborhood, call John Miller at 858-2172.

On Monday, October 18th, the neighborhood of Hill Avenue and Lewis Street met in a private home to hear a presentation of the Pierce County Chapter of The American Red Cross. This volunteer organization (which receives no government funds), is seeking volunteers within our community to work toward providing "people power" to be trained to operate a mass feeding station and mass temporary housing site in the vent of an earthquake or other disaster.

Funding for emergency preparedness will be a consideration in the 1994 Budget.