

Gig Harbor City Council Meeting



November 8, 1999

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
November 8, 1999

CALL TO ORDER:

PUBLIC HEARINGS:

1. Creation of Local Improvement District - East-West Road.
2. 2000 Budget.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of the October 25, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a. Letter from Tacoma Power regarding the formation of a LID.
 - b. Letter to Ms. Yasuko Wada regarding the Sister City Program.
 - c. Letter to Representative Pat Lantz regarding KGHP.
 - d. Proclamation - Inez Glass Appreciation Day.
 - e. Letter from WSDOT - Rosedale Street Improvement Project.
3. Burnham Drive Waterline Extension Biological Assessment - Consultant Services Contract.
4. Approval of Payment of Bills for November 8, 1999:
Checks # 23595 through #23702 in the amount of \$101,574.62.

OLD BUSINESS:

1. Reintroduction of Ordinance - Parks Impact Fees and Transportation Impact Fees.
2. Second Reading of Ordinance - Development Agreement Ordinance.
3. Second Reading of Ordinance - 2000 Tax Levy Ordinance.

NEW BUSINESS:

1. Public Works Director Contract.
2. Declaration of Surplus Equipment.
3. First Reading of Ordinance - 2000 Budget.
4. First Reading of Ordinance - East-West Road Local Improvement District.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i). No action will be taken.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OCTOBER 25, 1999

PRESENT: Councilmembers Ekberg, Young, Platt, Owel, Dick, Picinich, and Mayor Wilbert.
Councilmember Markovich was absent.

CALL TO ORDER: 7:06 p.m.

PUBLIC HEARING: Revenue Sources - 2000 General Fund Budget. Mayor Wilbert opened the public hearing on this agenda item. Dave Rodenbach, Finance Director, explained that this public hearing was a statutory requirement for the revenue sources for the 2000 General Fund Budget. He gave an overview of the budget. There was no public testimony received and the public hearing was closed at 7:08 p.m.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of the October 11, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a) Pierce County Parks and Recreation - Youth Activity Fields Funding.
3. Approval of Payment of Bills for October 25, 1999:

Checks # 23520 through #23594 in the amount of \$120,569.21.
4. Special Occasion Liquor License:

St. Nicholas Church Peninsula Neighborhood Association.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Owel - unanimously approved. Councilmember Young abstained.

OLD BUSINESS:

1. Third Reading of Ordinance - Parks and Transportation Impact Fees. There was discussion on this item during the worksession prior to this meeting, which continued at this time. Carol Morris asked for clarification from Council with regard to the timing of the payment of the impact fee. It was determined that the impact fee could be paid at the time of final plat with the ability to postpone payment until the application for a building permit.

Linda Gair - 9301 No. Harborview Drive. Ms. Gair asked for clarification of the reference to exemptions for public housing agencies. She explained that she wanted to be sure that churches were not included in that category, as they can have significant impact on the infrastructure, as do low-income housing areas, and should not be exempt from impact fees.

Walt Smith - PO Box 191, Gig Harbor. Mr. Smith commended the City Council for the time that had been taken to work on the impact fee ordinance. He asked that if this ordinance was passed after the election, and prior to December 31st, if it was legally unchallengeable. He added that the parks fee is like I-695, which is aimed at the state but misses and hits the cities and counties. He said that the developer does not pay these fees, the final customer pays.

Tiffany Spier - Master Builders Association. Ms. Spier thanked Council and staff for taking the time on this issue. She referred to her letter and reiterated the request that park impact fees be reduced to \$400, which is more in line with what other jurisdictions are charging.

Scott Miller - 6602 Cromwell Drive. Mr. Miller thanked staff and Council for the process on the impact fees. He said that he had looked at park fees in the Bellevue area and he said that \$400 seems more realistic for what this area can support. He asked for clarification on 11, A-3.

Wade Perrow - 9919 No. Harborview Drive. Mr. Perrow said that people that develop in the urban growth area should also be paying impact fees to the city, as they place a burden upon the city infrastructure. He said if impact fees could not be collected through an interlocal with the county, no utilities should be extended outside city limits without an annexation. He then asked about when the Six-Year Transportation and Parks Plan would be updated, and recommended that the Borgen property be included in the next update to the Parks Plan.

Rick Gagliano - 8607 58th Ave NW. Mr. Gagliano also thanked Council and staff for working so hard on this ordinance. He asked that the language in Section 12 regarding postponing payment be clarified. He then asked that the effective date of the ordinance be extended. It was explained that the effective date for the ordinance would be December 15, 1999.

Councilmember Owel said that the proposed impact fees were set too low and that she thought that the city could not approach their objective with the currently proposed fees. She added that the current proposal did not have the support of the general populus and that Council should consider raising the fees to a more balanced level with an increase of an additional 12.5%, bringing the fee up to 50% of the originally proposed fees.

Councilmember Ekberg said that he had been concerned that the proposed fees were not sufficient to fund projects, and that the single zone concept wasn't adequate. He asked for clarification from staff as to how the citizens would be better served by Transportation Impact Fees as opposed to SEPA fees. Wes Hill, Public Works Director, explained that the impact fees allow more predictability for the developer as well as incumberance upon the capacity. He added that SEPA would address the zone issues better as it is project specific.

Walt Smith - Mr. Smith spoke on the flexibility of the one-zone concept. He then addressed the recommendation to raise the fees. He said that raising the fees would prohibit development, or cause developments to be done cheaply.

John Rose - Olympic Resource Management - Mr. Rose thanked the Council and staff for their work on the impact fees and said that this was an example of good government in action. He continued to say that the development industry has not opposed impact fees, but would like them to be reasonable and commensurate to other jurisdictions. He said that the Municipal Research survey placed parks fees from \$400 to \$1475, which place the city's proposed \$1500 fee at the highest end. He added that if the city wants the developers to pay a higher fee, then the project list should be redone to eliminate the higher priced projects such as the Hunt Street Overpass and the Crescent Valley Connector. He said that SEPA is too uncertain, and impact fees and control of growth address the goal of the GMA.

Councilmember Picinich said that he was concerned a proposal to raise the fees had come forward at the last minute. He added that he agreed that the transportation impact fees should be higher, and that he was in favor of lowering the parks fees. He said that zoning was another issue that should be considered further, and suggested that another meeting should be scheduled to continue discussion on these items.

Councilmember Young said that these items had been discussed extensively. He said that raising the fees would create an artificial development base in which only the large developers would be able to build. He added that the level of service on the city streets is fine now, and the only justification for raising the fees would be a substandard level of service.

Councilmember Dick said that he also was concerned with the numbers especially with the debate surrounding I-695. He said that one of the issues of public concern is tax increases and if the fees are set too low, the funds to complete future projects will have to come from increased taxes. He added that an appropriate amount of fees need to be collected for the city to be able to achieve their goal. He also said that it may be appropriate to lower the parks fees.

Carol Morris, Legal Counsel, advised Councilmembers that action should be taken to pass this ordinance and have it in effect prior to the November 2nd election to avoid any challenges. After discussing their options, Council decided to schedule another worksession before action was taken on this ordinance. Mayor Wilbert allowed members of the audience a chance to respond.

Rick Gagliano - Mr. Gagliano asked if the annual amendments to the project list would be part of a public hearing process and if the fees would also change as the project list was modified. He was assured that it would be an annual process. He suggested that the ordinance be passed with the current fees, and then the fees could be amended during the annual process. Councilmember Dick pointed out that the citizens would have to pay for an election if the fees were proposed to be increased if I-695 were passed.

Wade Perrow - Mr. Perrow said that the fee structure shouldn't be a problem, because at any rate, the project list would be adjusted accordingly to what could be feasibly built with the funds available.

Tiffany Speir - Ms. Speir said that raising the transportation fee was a "bolt out of the blue" to a process that had been going on since January. She asked that any action be postponed until the next meeting as there were representatives missing from several organizations that would like the opportunity to address these proposed changes.

Bruce Gair - 9301 No. Harborview Drive - Mr. Gair congratulated Council for taking care of the citizen's interests. He said that he strongly supported Councilmember Dick's comments and thanked Councilmember Owel for bringing up the issue of fees.

MOTION: Move we postpone action on this item and schedule another worksession on the impact fee ordinance to discuss three issues only; the transportation impact fees, the parks fee, and zoning, to be held on Monday, November 3rd at 7:00 p.m.
Picinich/Owel -

Carol Morris said she could not be present at that time.

AMENDED MOTION: Move we postpone action on this item and schedule another worksession on the impact fee ordinance to discuss three issues only; the transportation impact fees, the parks fee and zoning, to be held on Tuesday, November 2nd at 7:00 p.m.
Picinich/Owel - Owel, Dick and Picinich voted in favor.
Councilmember Young voted against the motion.
Councilmembers Ekberg and Platt abstained. The motion failed.

2ND AMENDED MOTION: Move we postpone action on this item and schedule another worksession on the impact fee ordinance to discuss three issues only; the transportation impact fees, the parks fee and zoning, to be held on Wednesday, November 3rd at 7:00 p.m.
Picinich/Young - unanimously approved.

The Mayor announced a ten minute break at 9:10 p.m. The regular session resumed at 9:20 p.m.

2. Second Reading of Ordinance - Eliminating Administrative Appeal. Carol Morris explained that this ordinance eliminates the administrative appeal for the decision of the Building Official on a Notice of a Violation. She said that at present, there is no requirement in state law to have an administrative appeal.

MOTION: Move to adopt Ordinance No. 827 as presented.
Picinich/Young -unanimously approved.

NEW BUSINESS:

1. Resolution Opposing I-695. Councilmember Bob Dick presented this resolution and talked briefly about the initiative, what it provides and what dilemmas that it may pose. Mayor Wilbert asked if anyone else would like to speak on the issue. Councilmember Young spoke in favor of the initiative. Councilmember Picinich said that although he favored \$30 tabs, he was not in favor of the other the impacts to services and spoke against the initiative.

MOTION: Move to approve Resolution 539, expressing opposition to Initiative 695. Dick/Owel - Five Councilmembers voted in favor. Councilmember Young voted against the resolution.

2. 1999 Department of Assigned Counsel Contract. Mark Hoppen presented the contract for Assigned Counsel services. He explained that there was a modest budget increase in last year's contract.

MOTION: Move to approve the Department of Assigned Counsel Contract. Owel/Picinich - unanimously approved. Councilmember Dick recused himself as an employee of Pierce County.

3. Authorization for the Use of Uniforms and Hold Harmless and Indemnity Agreement. Chief Mitch Barker presented this agreement that would allow officers to work in an off-duty capacity for an employer other than the city for security functions at various events.

MOTION: Move to authorize the Mayor to approve the agreement. Young/Owel - unanimously approved.

4. First Reading of Ordinance - Development Agreement Ordinance. Ray Gilmore, Planning Director, explained that the Planning Commission had held two public hearings on this proposed development agreement earlier this year. He said that the ordinance is based upon legislation adopted by the state in 1995 and has gone through several drafts. He added that Carol Morris had also recommended changes to the ordinance before it returned to Council for a second reading and a possible public hearing. He compared this ordinance to Concomitant Agreements that the city had entered into in past years.

John Rose - PO Box 1780, Poulsbo. Mr. Rose commented that this type of legislation is a good idea because it allows multi-phased, complex projects to resolve issues up front. He then requested that in Section 19.08.050, under terms, that a longer term than five years be considered for certain development agreements.

Scott Miller - 6602 Cromwell Beach Drive. Mr. Miller recommended a clarification in language 19.08.050, to reflect that the city attorney would approve the agreement form, not the actual development agreement.

This will return at the next council meeting for a second reading.

5. First Reading of Ordinance - 2000 Tax Levy Ordinance. Dave Rodenbach, Finance Director, gave a brief overview of the proposed tax levy ordinance. He explained that the preliminary valuation for 2000 taxes is approximately \$692 million reflecting a 12% increase over 1999. Councilmember Dick asked if a separate ordinance would be required to authorize the increase over 6%. Carol Morris will look into this issue before it comes back at the next meeting.

PUBLIC COMMENT/DISCUSSION: None.

COUNCIL COMMENTS:

Councilmember Dick asked for a report on the construction of the Rosedale project and the perception that the street is narrow. Wes Hill explained that his perception is correct and the narrow corridor facilitates the pedestrian-friendly street design as desired by the residents along Rosedale.

STAFF REPORT:

1. Carol Morris, Legal Counsel - update on litigation. Ms. Morris informed Council that the city had prevailed in the Gig Harbor Marina and Arabella's Landing lawsuits, and was also awarded attorney's fees. She said she would proceed with collection of those fees.
2. Gig Harbor Police Department - October Stats. Chief Barker made corrections to the written report submitted and answered questions.
3. Dave Rodenbach, Finance Director - Quarterly Report. Dave Rodenbach briefly explained that all the funds appear to be on track for the quarter. He added that we are slightly ahead of pace for resources in the general fund.
4. Wes Hill, Public Works. Mr. Hill explained that his last day of work would fall before the next council meeting, and he wanted to take the opportunity to say thank you to Mayor Wilbert and Council, Mark Hoppen, and city colleagues for their support, patience, friendship, counsel, and also the privilege of working as the city's Public Works Director and City Engineer for the past four years. He added that he is proud of what has been accomplished in that time frame and that he is especially proud of the extraordinarily talented and hard-working Public Works group.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Worksession on Impact Fees - Wednesday, November 3rd at 7:00 p.m. at City Hall.
2. Public Hearing on Formation of a LID - East-West Road - November 8th, 1999, at the regular City Council Meeting, 7:00 p.m. at City Hall.

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(i). Action may be taken after the session.

MOTION: Move to adjourn to executive session at 10:15 p.m. for approximately twenty minutes.
Owel/Picinich - unanimously approved.

MOTION: Move to return to regular session at 10:34 p.m.
Owel/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:35 p.m.
Ekberg/Platt -- unanimously approved.

Cassette recorder utilized.
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Tape 547 Both Sides.
Tape 548 Both Sides.
Tape 549 Side A - 000 - end.
Tape 549 Side B - 000 - 026.

Mayor

City Clerk



TACOMA POWER

3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

October 18, 1999

City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

Dear Sirs or Madame:

Subject: Notice of Adoption of Resolution No. 538 for Creation of Local
Improvement District
Location: East-West Road, Canterwood Boulevard, Burnham Drive
Reference: Your Notification Letter undated and received October 14, 1999

This letter is in response to the City of Gig Harbor's Notice of Adoption of Resolution No. 538 for Creation of Local Improvement District. The property identified in the notice (Parcel No. 0222303003) is owned by Tacoma Power as part of the Cushman Hydroelectric Project, which is federally regulated. The proposed LID project would provide no special benefits or services for Tacoma Power. Therefore, Tacoma Power would elect not to participate in the Local Improvement District.

It should be further noted that if the City of Gig Harbor is considering the use of Tacoma Power's property that such requests be coordinated through the Real Estate Management Office.

If there are any further questions regarding this matter, please call me at 253.502.8256.

Sincerely,

Ted Lyons
Real Estate Manager

THL738rm



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

October 27, 1999

Ms. Yasuko Wada
6825 Cascade Ave
Gig Harbor, WA 98335

Dear Ms. Wada,

Thank you so much for volunteering to be the leader in our Sister City adventure. The small city of Takuma has shown great interest in a mutual relationship as shown by several letters and visits to Gig Harbor by their Mayors and educators during the past two years.

Joe Kosai, from Tacoma, will be a great help in organizing a program. I anticipate inviting interested persons in our community to join in an effort to draft a mission statement and goals for a Sister City organization plan between the City of Gig Harbor and Takuma, Japan. Shared visitations have been one objective. Studying the culture and language of our two countries is another hope for many.

Please give Joe a call at 474-1650. After the holidays we can all get together and work out a plan. Thank you again. I'm looking forward to the experience.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Joe Kosai
Gig Harbor City Councilmembers
Mark Hoppen, City Administrators



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

October 22, 1999

Representative Pat Lantz
PO Box 187
Gig Harbor, WA 98335

Dear Pat:

I'm pleased to have received information pertaining to the possibility of KGHP radio station obtaining the real "stream" time video connection to traffic conditions on the Narrows Bridge. This technology will provide helpful information for commuters as the station passes it along.

The citizens of the Gig Harbor Peninsula are becoming aware of the need to prepare for emergencies. Preparing for communication is part of the process and KGHP FM 104.5 will be our only local public radio access to information in a major disaster. Communication would truly be enhanced if the City of Gig Harbor Police Department and the Fire District #5 Emergency Operations Center were also provided with real time video connection to Narrows Bridge Traffic conditions.

Your help in obtaining this valuable and necessary video communication connection with our citizens will be greatly appreciated. If I may be of assistance, please do not hesitate to call me at (253) 851-8136.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Keith Stiles, KGHP
Larry Claiborne, PCFPD #5
Joanne Gray, PEP-C
Jerry Faye - Transportation Improvement Board
Kjris Lund - Blue Ribbon Transportation Commission
City of Gig Harbor Councilmembers
Representative Tom Huff
Senator Bob Oke

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, more than 30 years ago, Inez Glass had a calling to find a way to provide care for God's children unable to care for themselves; and

WHEREAS, families were in need to find a loving place for care giving; and

WHEREAS, Inez and her family opened Cottesmore Nursing Home 30 years ago to provide loving support to families; and


WHEREAS, hundreds of volunteer hours have shown support toward the same,

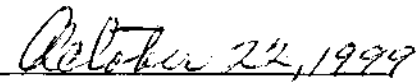
NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby proclaim October 22, 1999

INEZ GLASS APPRECIATION DAY

with a commitment to carry forth her vision of 30 years ago into the new millennium.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 22nd day of October, 1999.


Gretchen A. Wilbert, Mayor


Date



**Washington State
Department of Transportation**

Sid Morrison
Secretary of Transportation

Olympic Region Headquarters
5720 Capitol Boulevard, Tumwater
P.O. Box 47440
Olympia, WA 98504-7440

(360) 357-2600
Fax (360) 357-2601

November 2, 1999

Public Works Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335-5136

Rosedale Street Improvement
P-STPUS-TA(96(235))

Attn: Mr. Wesley Hill
Director of Public Works

Dear Sir:

On October 26, 1999; I conducted a review of the project documentation of the Rosedale Street Improvement Project. A copy of that review is attached for your records.

No deficiencies were found in the project records or material documentation. The City's records are well organized and complete.

I would like to express a job well done to Dave Skinner, the Project Engineer; and Maureen Whitaker, the Public Works Assistant.

If you have any questions please call me at 360-357-2609

Sincerely

Mark Brooks
Olympic Region
Local Programs Area Engineer

RECEIVED

NOV 03 1999

**CITY OF GIG HARBOR
PUBLIC WORKS DEPT.**



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PROJECT ENGINEER
SUBJECT: BURNHAM DRIVE WATERLINE EXTENSION
BIOLOGICAL ASSESSMENT - CONSULTANT SERVICES CONTRACT
DATE: NOVEMBER 3, 1999

INTRODUCTION/BACKGROUND

Recently, the National Marine Fisheries Service (NMFS) and US Fish and Wildlife listed Chinook salmon and Bull Trout as endangered species under the provisions of the Endangered Species Act (ESA). Based on Section 7 of the ESA, all agencies with projects having federal-aid funding or requiring federal permits have been advised that construction may not proceed until completion of a biological assessment by a qualified biologist, at a minimum.

At this time, there are no specific guidelines or requirements for projects not involving federal funds or permits. However, in anticipation that similar provisions will be applied to these projects, other agencies have taken a proactive approach by initiating biological assessments for all of their projects within 1.5-miles of Puget Sound or a fisheries stream, regardless of funding source or other federal involvement.

The Burnham Drive Waterline Extension will be crossing McCormick and Donkey Creeks and abutting documented wetland systems. Due to the stream crossings and close proximity to the wetlands, the City must perform a Habitat Assessment per Section 18.12.090 of the Gig Harbor Municipal Code, as well as review by the Washington State Departments of Ecology (wetlands, etc.), and the Washington State Department of Fish and Wildlife for a Hydraulic Project Approval.

The Burnham Drive Waterline Extension Project will begin design this year and construction to begin in 2000. A SEPA checklist will be prepared for this project. A biological assessment will be needed in conjunction with the SEPA process to confirm the project's impacts and validate the proposed improvements.

After reviewing the Consultant Services Roster and checking with other agencies, the consulting environmental services firm of Applied Environmental Services, Inc., was selected as best qualified to perform the work. Their selection was based on their training and experience in environmental evaluations and biological assessments, familiarity with the area, and ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$4,999.50 with Applied Environmental Services, Inc., for a biological assessment for the Burnham Drive Waterline Extension project.

Mayor Wilbert and City Council Members

November 3, 1999

Page 2

FISCAL CONSIDERATIONS

Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Applied Environmental Services, Inc., for a biological assessment for the Burnham Drive Waterline Extension project in an amount not to exceed four thousand nine hundred ninety-nine dollars and fifty cents (\$4,999.50).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
APPLIED ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Applied Environmental Services, Inc. organized under the laws of the State of Washington, located and doing business 1550 Woodridge Drive SE, Port Orchard, Washington 98366 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of Burnham Drive Waterline Extension Project (City Project No. 99-11), and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated October 18, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed four thousand nine hundred ninety-nine dollars and fifty cents (\$4,999.50) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **December 31, 2000**; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to one consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs

incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that notification will be given to the City of Gig Harbor for any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT

Lisa Berntsen
Applied Environmental Services, Inc.
1550 Woodridge Drive SE
Port Orchard, WA 98366
(360) 769-8400

Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 3rd day of November, 1999

By: Lisa Bemtser
Its Principal

The City of Gig Harbor
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Lisa ~~Bemtser~~ Bemtser
Applied Environmental Services, Inc.
1550 Woodridge Drive SE
Port Orchard, Washington 98366

Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Post-it [®] Fax Note	7671	Date	11/3/99	# of pages	1
To	Maureen/Dave	From	Lisa Bemtser		
Co./Dept.		Co.	AES		
Phone #		Phone #	360-269-8400		
Fax #		Fax #	360-269-8200		

Waterline

**EXHIBIT A
SCOPE OF SERVICES**

October 18, 1999

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Attention: Wes Hill

Subject: Burnham Drive Water Main Extension - Biological Assessment

Dear Wes:

Introduction

Thank you for requesting this scope of work amendment and budget proposal from Applied Environmental Services, Inc. (AES). We are happy to provide this information to perform the Biological Assessment for the construction of a water main extension along Burnham Drive and 96th St. in Gig Harbor. Based upon our discussions to date we understand that because the project may be partially federally funded or subject to Endangered Species Act (ESA) overview, Section 7(c) of the ESA must be followed. Our proposal is to provide a report addressing the general Biological Assessment criteria responding to the documented species presence in the project vicinity. Our product will reflect the appropriate level of effort to complete a Biological Assessment under NEPA rules. The Biological Assessment will be written to cover the critical fish and wildlife habitat areas (Chapter 18.12.090) of the City of Gig Harbor development code.

Scope Of Work

Task 1. File Review, Paper Inventory

AES will obtain the Washington State Priority Habitats and Species Database (PHS) map product for the site and prepare other pertinent map excerpts for inclusion into our report (Task 3). The PHS map illustrates documented species use and distributions. AES will also prepare information request letters to the various resource agencies (state and federal) soliciting input regarding species presence within a 1.5 mile radius of the proposed project. AES also requests that Gig Harbor provide copies of the SEPA Checklist, the design drawings, and other pertinent data regarding the project and site conditions. We will also need specific information about construction management practices, construction techniques, erosion control and proposed mitigation measures.

Estimated Cost of Task 1

\$ 500.00

**EXHIBIT A
SCOPE OF SERVICES**

Task 2. Onsite Wildlife Investigation

AES will conduct an onsite investigation to document evidence of the wildlife habitat features, species presence and correlation of site conditions to the information obtained through Task 1. Our site investigation will include looking for evidence of possible impacts to listed fish or wildlife species that could be associated with the construction of the proposed project. We understand that the project route extends over one mile in distance and that the route abuts documented wetland systems and crosses McCormick and Donkey Creeks. We are planning two field days to complete the onsite investigation. AES will photograph the significant habitat features of the property and surrounding vicinity, if found, for documentation. These photographs will be included in our report to support our conclusions and findings. The photos will also facilitate agency review of the report.

Estimated Cost of Task 2

\$2,500.00

Task 3. Biological Assessment Report

AES will prepare a report describing the methods followed, results and discussion of noted features of the site. The report will focus on the "major concerns that should be addressed in the BA..." for the targeted species identified in Task 1. An 'impacts to the proposal' section will be prepared based upon our field work and review of the engineering plans. This Biological Assessment will be prepared following directions provided by the US Fish & Wildlife Service.

AES will provide a draft report for your review and comment prior to final report completion. We will prepare the final report after you have had an opportunity to view the results and provide input to the "impacts of the proposal" section of the document. AES will prepare a final report addressing your comments which may then be submitted for jurisdictional review and final permitting. Three copies of the final report will be provided. More copies may be requested at an added production expense. Any application fees are the responsibility of the applicant and not part of this scope of work or budget proposal.

Estimated Cost of Task 3

\$2,000.00

Task 4. Additional Tasks as Requested

AES has the capabilities to further assist the client with the planning and permitting surrounding this project. The tasks described above are those which we understand to be minimally required to complete the wildlife priority species survey. Additional effort may be needed such as SEPA preparation, wetland delineation and reporting efforts, agency meetings mitigation planning and reporting, and site planning assistance in conjunction with the project engineer. AES is prepared to assist the client in any way possible to achieve a reasonable project that meets the City of Gig Harbor requirements. Individual work orders under Task 4 will require a written scope of work change and associated budget increases.

**EXHIBIT A
SCOPE OF SERVICES**

Conclusion

The total estimated fees for Tasks 1 through 3 (described above) is \$5,000.00. This proposal includes the tasks we understand to be necessary to prepare a targeted species assessment and associated report for the proposed water main extension route. This proposal is based upon our current understanding of the project and may change as more information is transferred to AES. The following scope of work is proposed to be completed by AES. Should additional information become available regarding this project that has direct influence on our work, we would be happy to reassess our scope and fee estimate. All our work will be coordinated with you. Our goals are to provide quality service and products that facilitate project development and jurisdictional acceptance. We have prepared this proposal based upon the information we have available and our experience with these surveys as well as the jurisdiction permit review process.

We are prepared to begin this project upon execution of a contract with the City. If there are any questions regarding this proposal, our estimated fees or the attached material, please call either Wayne Wright or myself. Thank you again for this opportunity to assist Gig Harbor with your project permitting.

Sincerely,

APPLIED ENVIRONMENTAL SERVICES, INC.

Lisa Berntsen
Sr. Environmental Scientist, PWS
President

**EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS**

**Applied Environmental Services, Inc.
Project Estimating Sheet**

Project Name: Burnham Drive Water Main Biological Assessment
 Client: City of Gig Harbor
 Date: 10/18/99

Labor Cost Estimate

Task Description	Sr. Env.					
	Sci.	Env. Sci.	Env. Tech.	Drafting	Clerical	
Task 1 - File Review, Page Inventory, Letter Requests	1	4			1	395
Task 2 - Onsite Wildlife Investigation	24	4				2440
Task 3 - Biological Assessment Report	9	14			4	1890
Task 4 - Additional Tasks as Requested						
Total Hours	34	22	0	0	5	
Hourly Rate	\$90.00	\$70.00	\$50.00	\$50.00	\$25.00	
Labor Cost	\$3,060.00	\$1,540.00	\$0.00	\$0.00	\$125.00	

Total Labor Cost \$4,725.00

Non-Labor Cost Estimate

Item Description	Units	Unit Cost	Item Total
Photocopying	210	\$0.10	\$21.00
Mileage	50	\$0.325	\$16.25
Maps & Air Photos	1	\$100.00	\$100.00
Communication		\$80.00	\$0.00
Supplies			\$0.00
Field Equipment (per day)			\$0.00
Dive Equipment (per day)			\$0.00

Total Non-Labor Cost \$137.25

TOTAL BURNHAM DRIVE WATER MAIN PROJECT COST **\$4,999.50**



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: PARKS AND TRANSPORTATION IMPACT FEES ORDINANCE
DATE: NOVEMBER 4, 1999

INFORMATION/BACKGROUND

In order to ensure that adequate transportation and parks facilities can be provided at established levels of service to serve new growth and development, this ordinance is presented to establish transportation and park impact fees as statutorily enabled by the Growth Management Act and the State Environmental Policy Act. This ordinance is consistent with city comprehensive plans for transportation and parks, and creates the means to ensure that new development bears a proportionate share of the capital costs of off-site parks and transportation facilities. Also, this ordinance ensures that the city will pay its fair share of these capital costs, and provides for the equitable collection of these fees.

POLICY CONSIDERATIONS

Consistent with the prior comparison study of the proposed transportation fee schedule and the results of the November 3 workshop, staff recommends that Council consider the adoption of impact fees for both transportation and parks. Councilman Dick has suggested that in the alternative Council consider only the adoption of a Parks Impact Fee.

FISCAL CONSIDERATIONS

Payment of impact fees are proposed to be made prior to the recording of a final plat or short plat and in all other cases, prior to the issuance of a building permit. A developer may elect to postpone payment of the impact fees for each lot within a subdivision until the issuance of a building permit for each lot.

RECOMMENDATION

Staff recommends that this ordinance be adopted as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION AND PARK IMPACT FEES, AUTHORIZING THE IMPOSITION OF IMPACT FEES ON NEW DEVELOPMENT TO PROVIDE FUNDING FOR THE DEVELOPMENT'S PROPORTIONATE SHARE OF OFF-SITE OR SYSTEM IMPROVEMENTS REASONABLY RELATED TO THE NEW DEVELOPMENT; DESCRIBING THE METHOD FOR THE CALCULATION OF THE FEES; REFUNDS OF THE FEE, AND PROVIDING FOR AN ADMINISTRATIVE APPEAL OF THE FEE; ADDING A NEW CHAPTER 19.12 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City Council of the City of Gig Harbor intends that adequate parks and transportation facilities be provided to serve new growth and development, and

WHEREAS, in order that new parks and transportation facilities are available when needed, the Council has determined that the cost of the parks and transportation facilities must be shared by the public and the private sectors, and the proportionate share of the expense of new parks and transportation facilities necessitated by new development shall be borne by developers through the City's imposition of impact fees, and

WHEREAS, such impact fees shall be calculated, imposed and collected by the City pursuant to procedures and criteria set forth in this ordinance, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Short Title. This ordinance shall be known and may be cited as the "Gig Harbor Impact Fee Ordinance" and shall comprise a new Chapter 19.12 in Title 19 of the Gig Harbor Municipal Code.

Section 2. Authority and Purpose.

A. This ordinance is enacted pursuant to the City's police powers, the Growth Management Act as codified in Chapter 82.02 of the Revised Code of Washington (RCW), Chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA) Chapter 43.21C RCW.

B. The purpose of this ordinance is to:

1. Develop a program consistent with the Gig Harbor Parks Open Space and Recreation Plan, 6-Year Road Plan and the City's Comprehensive Plan (parks and transportation elements), and Capital Improvement Plan, for joint public and private financing of park and transportation facility improvements necessitated in whole or in part by development in the City;
2. To ensure adequate levels of service within the City;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site parks and transportation facilities reasonably related to new development, in order to maintain adopted levels of park service and maintain adopted levels of service on the City's transportation facilities;
4. Ensure that the City pays its fair share of the capital cost of parks and transportation facilities necessitated by public use of the parks and roadway system;
and
5. Ensure fair collection and administration of such impact fees.

C. The provisions of this ordinance shall be liberally construed to effectively carry out its purpose in the interest of the public health, safety and welfare.

Section 3. Applicability.

A. The requirements of this ordinance apply to all development as defined in Ordinance No. 817, Chapter 19.14 of the Gig Harbor Municipal Code.

B. Mitigation of impacts on parks and transportation facilities located in jurisdictions outside the City will be required when:

1. The other affected jurisdiction has reviewed the development's impact under its adopted impact fee/mitigation regulations and has recommended to the City that there be a requirement to mitigate the impact; and

2. There is an interlocal agreement between the City and the affected jurisdiction specifically addressing impact identification and mitigation.

Section 4. Geographic Scope. The boundaries within which impact fees shall be charged and collected are the same as the corporate City limits. All unincorporated areas annexed to the City on and after the effective date of this ordinance shall be subject to the provisions of this ordinance. After the adoption of interlocal agreements with other local and regional governments, the geographic boundaries may be expanded consistent therewith.

Section 5. Definitions. For the purposes of this ordinance, the terms used in this ordinance shall have the meanings as set forth in chapter 19.14, unless the context clearly indicates otherwise.

Section 6. Imposition of Impact Fees.

A. The Approving Authority is hereby authorized to impose impact fees on new Development.

B. Impact fees may be required pursuant to the Impact Fee Schedule adopted through the process described herein, or mitigation may be provided through: 1) the purchase, installation and/or improvement of park and transportation facilities pursuant to Section 9(C) dedication of land pursuant to Section 9(C) of this ordinance.

C. Impact Fees:

1. Shall only be imposed for park and transportation facilities that are reasonably related to the impacts of Development;
2. Shall not exceed a proportionate share of the costs of park and transportation facilities that are reasonably related to new Development;
3. Shall be used for park and transportation facilities that will reasonably benefit the new Development;
4. Shall not be used to correct existing deficiencies;
5. Shall not be imposed to mitigate the same off-site park and transportation facility impacts that are being mitigated pursuant to any other law;
6. Shall not be collected for improvements to state/county park and transportation facilities unless the state/county requests such improvements and an agreement to collect such fees has been executed between the state/county and the City;
7. Shall not be collected for improvements to park and transportation facilities in other municipalities unless the affected municipality requests such improvement

and an interlocal agreement has been executed between the City and the affected municipality for collection of such fees;

8. Shall not be collected for any Development approved prior to the date of adoption of this ordinance unless changes or modifications in the Development requiring City approval are subsequently proposed which result in greater direct impacts on park and transportation facilities than were considered when the Development was first approved;

9. Shall be collected only once for each Development, unless changes or modifications to the Development are proposed which result in greater direct impacts on park and transportation facilities than were considered when the Development was first permitted;

10. May be imposed for system improvement costs previously incurred by the City, to the extent that new growth and development will be served by the previously constructed improvements, and provided that such fee shall not be imposed to make up for any system improvement deficiencies; and

11. Shall only be imposed for park facilities on residential Development.

Section 7. Approval of Development. Prior to approving or permitting a Development, an Approving Authority shall consult with the Director concerning mitigation of a Development's impacts.

Section 8. Fee Schedules and Establishment of Service Area.

A. Impact Fee Schedules setting forth the amount of the Impact Fees to be paid by Development are listed in Appendix 'B' for Roads and Appendix 'C' for parks, attached hereto and incorporated herein by this reference.

B. For the purpose of this ordinance, the entire City shall be considered one Service Area.

Section 9. Calculation of Impact Fees.

A. The Director shall calculate the Impact Fees set forth in Appendix B and C, more specifically described in the Gig Harbor 6-Year Road Plan and the Parks Open Space and Recreation Plan, which:

1. Determines the standard fee for similar types of Development, which shall be reasonably related to each Development's proportionate share of the cost of the Projects described in Appendix 'A', and for parks shall be calculated as set forth in Appendix 'C'.

2. Reduces the proportionate share by applying the benefit factors described in this section.

B. In calculating proportionate share, the Director shall:

1. Identify all park and transportation facilities that will be impacted by users from each Development.

2. Identify when the capacity of a park or transportation facility has been fully utilized;

3. Update the data as often as practicable, but at least annually;

4. Estimate the cost of constructing the Projects in Appendix 'A' for roads as of the time they are placed on the List, and the cost of maintaining the City's level of park service as shown on Appendix 'D' and then update the cost estimates at least annually, considering the:

- a. Availability of other means of funding park and transportation facility improvements;
- b. Cost of existing park and transportation facility improvements; and
- c. Methods by which park and transportation facility improvements were financed;

5. Update the fee collected against a Project which has already been completed, through an advancement of City funds, at a rate, determined annually, which is equivalent to the City's return on its investments.

C. The Director shall reduce the calculated proportionate share by giving credit for the following benefit factors:

1. The purchase, installation and/or improvement of park and transportation facilities, if:

- a. the facilities are located on land owned by the City, Pierce County, a school district or a special district; and
- b. a designated public owner is responsible for permanent, continuing maintenance and operation of the facilities; and
- c. the Director determines that the facilities correspond to the type(s) of park and transportation facilities being impacted by the Development as determined pursuant to this ordinance; and

d. the Director determines, after consultation with the County, school district or special purpose district, as applicable, and an analysis of supply and demand data, the Parks Open Space and Recreation Plan, the 6-Year Road Plan and any applicable Pierce County park and transportation plan, that the proposed park and transportation facility improvements better meet the City's need for park and transportation facilities than would payment of funds to mitigate the park and transportation impacts of the Development.

2. The credit against the Impact Fee shall be equal to the fair market value of the purchase, installation and/or improvement.

3. Any applicable benefit factors as described in RCW 82.02.060, that are demonstrated by the applicant not to have been included in the calculation of the impact fee.

4. A developer of a planned residential development or mobile home park may receive credit only for park and transportation facilities provided in addition to those normally required under SEPA for such developments pursuant to Chapter 18.04 GHMC.

5. When the Director has agreed to a developer's proposal to satisfy some or all of the Impact Fee through the purchase, installation and/or improvement of park and transportation facilities, the developer shall prepare and submit a facility improvement plan to the Director for approval prior to recordation of a plat or short plat for subdivisions, and prior to issuance of a building permit for all other developments.

6. In the determination of credit toward the impact fee, the Director shall also consider the extent to which the proposed dedication or conveyance meets the following criteria:

a. The land should result in an integral element of the Gig Harbor Park/Road System;

- b. The land is suitable for future park and/or transportation facilities;
- c. The land is of an appropriate size and of an acceptable configuration;
- d. The land has public access via a public street or an easement of an equivalent width and accessibility;
- e. The land is located in or near areas designated by the City or County for park, trail on land use plans for recreation purposes;
- f. The land provides linkage between Pierce County and/or other publicly-owned recreation or transportation properties;
- g. The land has been surveyed or adequately marked with survey monuments, or otherwise readily distinguishable from adjacent privately-owned property;
- h. The land has no known physical problems associated with it, such as the presence of hazardous waste, drainage, erosion, or flooding problems which the Director determines would cause inordinate demands on public resources for maintenance and operation;
- i. The land has no known safety hazards;
- j. The developer is able to provide documentation, as nearly as practicable, of the land's compliance with the criteria of this subsection, and of clear title; and
- k. The developer is able to provide and fund a long-term method, acceptable to the Director, for the management and maintenance of the land, if applicable.

7. The amount of credit determined pursuant to this subsection C shall be credited proportionately among all the units in the Development, and the Impact Fee for each unit for which a permit or approval is applied shall be reduced accordingly.

8. Applicants may not request that an impact fee credit be provided for a proposed Development based upon taxes, user fees, assessments, improvements, payments or other benefit factors applicable to property that is not included within the proposed Development.

~~9. Applicants shall receive credit against the impact fee equal to the amount of an LID assessment paid for transportation-related facilities identified by the Director as increasing transportation system capacity.~~

Section 10. Variation from Impact Fee Schedule. If a developer submits information demonstrating a significant difference between the age, social, activity or interest characteristics of the population of a proposed subdivision or Development and the data used to calculate the Impact Fee Schedule, the Director may allow a special calculation of the Impact Fee requirements for the subdivision or Development to be prepared by the Developer's consultant; at the Developer's cost; provided, however, that the Director shall have prior approval of the qualifications and methodology of the Developer's consultant in making such calculation, and any time period mandated by statute or ordinance for the Approving Authority's decision on the subdivision or Development shall not include the time spent in preparing the special calculation. Whether the Director accepts the data provided by the special calculation shall be at the Director's discretion.

Section 11. Payment of Fees.

A. All developers shall pay an Impact Fee in accordance with the provisions of this ordinance at the time that the applicable development permit is ready for issuance.

1. Vested Permits. The Fee paid shall be the amount in effect as of the date that the City determines that the applicable development permit is complete, as long as at least one

development permit for the project is of the type that vests under the City's ordinances or state law.

2. Non-Vested Permits. If a developer submits an application for a development permit that does not vest under the City's ordinances or state law, then the Fee paid shall be the amount in effect as of the date of permit issuance.

3. Plats. If a developer of a preliminary plat or short plat chooses to delay payment of the impact fee until the date of building permit issuance, The amount of the impact fee shall be the amount established at the time the preliminary plat or short plat applications are determined to be complete by the City only if: (1) the approval of the preliminary plat has not expired; or (2) at the very latest, the developer has submitted a complete building permit application for all construction in the plat within five years of the anniversary date of the preliminary plat, short plat or final plat.

B. The Impact Fee, as initially calculated for a development permit, shall be recalculated at the time of issuance if the Development is modified or conditioned in such a way as to alter park and transportation impacts for the Development.

C. A developer may obtain a preliminary determination of the Impact Fee before application for a development permit by providing the Director with the information needed for processing.

Section 12. Time of Payment of Impact Fees.

A. Payment of any required Impact Fees calculated as set forth in Section 11(A)(3) shall be made prior to the recording of a final plat or short plat and in all other cases, prior to the issuance of a building permit. ; ~~Provided, however, that for final plats or short plats, the~~

developer may elect to postpone payment of the Impact Fees for each lot within the final plat or short plat until issuance of a building permit for each lot. ~~The election to postpone payment~~ If the impact fee is not paid at final plat approval, this shall be noted by a covenant placed on the face of the recorded plat ~~or short plat~~ and included in the deed for each affected lot within the final plat or short plat.

B. When a subdivision or Development is conditioned upon the dedication of land, or the purchase, installation or improvement of park and transportation facilities, a final plat or short plat shall not be recorded, and a building permit shall not be issued for other development until:

1. The Director has determined in writing that any land to be dedicated is shown on the face of the final plat or short plat, or a deed conveying the land to the City, Pierce County, a school district or special purpose district, as appropriate, has been recorded with the Pierce County Auditor; and

2. The Director has determined in writing, after consultation with the designated public owner responsible for permanent, continuing maintenance and operation of the facilities, that the developer has satisfactorily undertaken, or guaranteed to undertake in a manner acceptable to the Director, any required purchase, installation or improvement of park and transportation facilities.

Section 13. Project List.

A. The Director shall annually review the City's Parks Open Space and Recreation Plan, the Six-Year Parks Improvement Plan, the Six-Year Road Plan and the Projects listed in Appendix A and B and shall:

1. Identify each Project in the Comprehensive Plan that is Growth-Related and the proportion of each such Project that is Growth-Related;
2. Forecast the total monies available from taxes and other public sources for park and transportation improvements for the next six (6) years;
3. Update the population, building activity and demand and supply data for park and transportation facilities and the Impact Fee Schedule for the next six (6) year period.
4. Calculate the amount of Impact Fees already paid; and
5. Identify those Comprehensive Plan projects that have been or are being built but whose performance capacity has not been fully utilized.

B. The Director shall use this information to prepare an annual Draft Amendment to the fee schedule. A draft amendment to Exhibits A and D, which shall comprise:

1. The Projects on the Comprehensive Plan that are Growth-Related and that should be funded with forecast public monies and the Impact Fees already paid; and
2. The Projects already built or funded pursuant to this ordinance whose performance capacity has not been fully utilized.

C. The Council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual Project List by adopting, with or without modification, the Director's Draft Amendment.

D. Once a Project is placed on Appendix A, or the City amends its level of park service in Appendix 'D' a fee shall be imposed on every Development that impacts the Project until the Project is removed from the List by one of the following means:

1. The Council by ordinance removes the Project from Appendix A and/or D, in which case the fees already collected will be refunded if necessary to ensure that Impact Fees remain reasonably related to the park and transportation impacts of Development that have paid an Impact Fee; provided that a refund shall not be necessary if the Council transfers the Fees to the budget of another Project that the Council determines will mitigate essentially the same park and transportation impacts; or

2. The capacity created by the Project has been fully utilized, in which case the Director shall administratively remove the Project from the Project List.

Section 14. Funding of Projects.

A. An Impact Fee trust and agency fund is hereby created. The Director shall be the fund manager. Impact fees shall be placed in appropriate deposit accounts within the Impact Fee fund.

B. The Impact Fees paid to the City shall be held and disbursed as follows:

1. The Fees collected for each Project shall be placed in a deposit account within the Impact Fee fund;

2. When the Council appropriates Capital Improvement Project (CIP) funds for a Project on the Project List, the Fees held in the Impact Fee fund shall be transferred to the CIP fund. The non-Impact Fee monies appropriated for the Project shall comprise both the public share of the Project cost and an advancement of that portion of the private share that has not yet been collected in Impact Fees;

3. The first money spent by the Director on a Project after a Council appropriation shall be deemed to be the Fees from the Impact Fee fund;

4. Fees collected after a Project has been fully funded by means of one or more Council appropriations shall constitute reimbursement to the City of the funds advanced for the private share of the Project. The public monies made available by such reimbursement shall be used to pay the public share of other Projects.

5. All interest earned on Impact Fees paid shall be retained in the account and expended for the purpose or purposes for which the Impact Fees were imposed.

C. Projects shall be funded by a balance between Impact Fees and public funds, and shall not be funded solely by Impact Fees.

D. Impact Fees shall be expended or encumbered for a permissible use within six (6) years of receipt, unless there exists an extraordinary or compelling reason for Fees to be held longer than six (6) years. The Director may recommend to the Council that the City hold Fees beyond six (6) years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the Council.

E. The Director shall prepare an annual report on the Impact Fee account showing the source and amount of all monies collected, earned or received and projects that were financed in whole or in part by Impact Fees.

Section 15. Use and Disposition of Dedicated Land. All land dedicated or conveyed pursuant to this ordinance shall be set aside for development of park and transportation facilities. The City and Pierce County, any school district or special purpose district to which land is dedicated or conveyed pursuant to this ordinance, shall make every effort to use, develop and maintain land dedicated or conveyed for park and transportation facilities.

In the event that use of any such dedicated land is determined by the Director or Pierce County, any school district or special purpose district to be infeasible for development of park and transportation facilities, the dedicated land may be sold or traded for another parcel of land in the City, subject to the requirements of state law and City ordinances. The proceeds from such a sale shall be used to acquire land or develop park and transportation facilities in the City.

Section 16. Refunds.

A. A developer may request and shall receive a refund when the developer does not proceed with the development activity for which Impact Fees were paid, and the developer shows that no impact has resulted. ~~However, the administrative fee shall not be refunded.~~

B. In the event that Impact Fees must be refunded for any reason, they shall be refunded with interest earned to the Owners as they appear of record with the Pierce County Assessor at the time of refund.

C. When the City seeks to terminate any or all Impact Fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two (2) times and shall notify all potential claimants by first class mail to the last known address of claimants. All funds available for refund shall be retained for a period of one (1) year. At the end of one (1) year, any remaining funds shall be retained by the City, but must be expended on Projects on the City's adopted plans. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

Section 17. Exemption or Reduction for Low-Income Housing.

A. Public housing agencies or private non-profit housing developers participating in publicly-sponsored or subsidized housing programs may apply for exemptions from the Impact Fee requirements. The Director shall review proposed developments of low-income housing by such public or non-profit developers pursuant to criteria and procedures adopted by administrative rule. If the Director determines that a proposed Development of low-income housing satisfies the adopted criteria, such Development shall be exempted from the requirement to pay an Impact Fee.

B. Private developers who dedicate residential units for occupancy by low-income households may apply to the Director for reductions in Impact Fees. If the Director determines that the developer's program for low-income occupancy of housing units satisfy the adopted criteria, the Director shall reduce the calculated Impact Fee for the Development so that the developer does not pay an impact fee for those units dedicated for low-income household occupancy.

C. The amount of the Impact Fee not collected from low-income Development shall be paid from public funds other than Impact Fee accounts.

D. The Director is hereby instructed and authorized to adopt administrative rules to implement this section. Such rules shall provide for the administration of this program and shall:

1. Encourage the construction of housing for low-income households by public housing agencies or private non-profit housing developers participating in publicly-sponsored or subsidized housing programs;

2. Encourage the construction in private developments of housing units for low-income households that are in addition to units required by another housing program or development condition;

3. Ensure that housing that qualifies as "low income" meets appropriate standards regarding household income, rent levels or sale prices, location, number of units and development size;

4. Ensure that developers who obtain an exemption from or reduction from Impact Fees will in fact build the proposed low income housing and make it available to low income households for a minimum of fifteen (15) years;

5. Implement an exemption plan whereby payment of the Impact Fee is deferred for low income housing and forgiven over a fifteen (15) year period.

Section 18. Appeals.

A. **Decision by Director.** The Director shall issue a written decision on the Impact Fee amount as described in this ordinance.

B. Reconsideration by Director. In order to appeal the Director's decision, the developer shall:

1. Make a written request to the Director for a meeting to review the fee amount, together with a written request for reconsideration. The request for reconsideration shall state in detail the grounds for the request.

2. The Director shall consider any studies and data submitted by the developer seeking to adjust the amount of the fee. The Director shall issue a decision on reconsideration within ten (10) working days of the Director's receipt of the request for reconsideration or the meeting with the developer, whichever is later.

C. Appeal of Decision on Reconsideration to Hearing Examiner. A developer may appeal the amount of the Impact Fee established in the Director's decision on reconsideration to the Hearing Examiner, who shall conduct a public hearing on the appeal.

1. An appeal of the Impact Fee as established by the Directors' decision on reconsideration may be filed without appealing the underlying permit. If the developer files an appeal of the underlying permit and the impact fee, the appeals shall be consolidated.

2. The developer shall bear the burden of proving:

a. That the Director committed error in calculating the developer's proportionate share, as determined by an individual fee calculation, or, if relevant, as set forth in the Impact Fee Schedule, or in granting credit for the benefit factors; or

b. That the Director based his determination upon incorrect data.

3. An appeal of the Director's decision on reconsideration must be filed with the Planning Department within fourteen (14) calendar days of that decision.

D. Appeal of Hearing Examiner's Decision. Appeals from the decision of the Hearing Examiner shall be to the City Council, pursuant to the provisions of Gig Harbor Municipal Code Chapter 19.05 GHMC.

Section 19. Relationship to SEPA.

~~A. All Development shall be subject to environmental review pursuant to SEPA and other applicable City ordinances and regulations.~~

~~B. Payment of the Impact Fee shall constitute satisfactory mitigation of those park and transportation impacts related to the specific improvements identified on the Project List (Appendix A and Appendix D).~~

~~C. Further mitigation in addition to the Impact Fee shall be required if adverse impacts appropriate for mitigation pursuant to SEPA are identified that are not adequately mitigated by an Impact Fee.~~

~~A. As provided in RCW 82.02.100, a person required to pay a fee pursuant to RCW 43.21C.060 for system improvements shall not be required to pay an impact fee under this ordinance for those same system improvements.~~

D. B. Nothing in this ordinance shall be construed to limit the City's authority to deny development permits when a proposal would result in probable significant adverse impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact.

Section 20. Park and Transportation Facility Requirements in Adjoining Municipalities/Districts. Level of service requirements and demand standards different than those provided in the Gig Harbor Comprehensive Park Plan shall be applied to park and recreation facility impacts in adjoining municipalities/districts if such different standards are provided in an interlocal agreement between the City and the affected municipality. Otherwise, the standards contained in the Gig Harbor Comprehensive Plan shall apply to park and transportation impacts in adjoining jurisdictions.

Section 21. Necessity of Compliance. A development permit issued after the effective date of this ordinance shall be null and void if issued without substantial compliance with this ordinance by the Director, the Department and the Approving Authority.

Section 22. Severability. If any part of this ordinance is found to be invalid, that finding shall not affect the validity of any remaining part of this ordinance.

Section 23. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force on December 15, 1999.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 9/22/99

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. _____

Rate Schedule / Transportation

Appendix 'A' / Transportation

TIP #	Project Description	Year Scheduled	Estimated Total Project Cost	Total Grants / Other Participation					City Participation			Developer Participation			
				Pierce County Participation	Federal Participation	% of Total Project Cost	State Grants (UATA, TID, TRA, Etc.)	% of Total Project Cost	Total Grants	City Participation	% of Total Project Cost	% Added for Increase Capacity	Formula to Determine Capacity	Developer Participation	% of Total Project Cost
3	EAST WEST (BORGEN) ROAD CONSTR (PH 1) Swede Hill Interchange (SR-16) to W of Woodridge	1999	\$2,950,000	\$0	0	0.0%	\$0	0.0%	\$0	\$0	0.0%	100%		\$1,475,000	50.0%
4	POINT FOSDICK DRIVE IMPROVEMENTS (PH 1) 1,000-II South of Olympic Dr. to 44th Street	1999	\$667,000	\$0	0	0.0%	\$482,000	72.3%	\$482,000	\$55,000	8.2%	89%	(0.5x0.39)x0.467	\$130,000	19.5%
11	POINT FOSDICK DRIVE IMPROVEMENTS (PH 2) 44th Street to City Limits	2001-2002	\$545,000	\$0	355,926	65.3%	\$0	0.0%	\$355,926	\$55,549	10.2%	49%	(0.5x0.49)x0.545	\$133,525	24.5%
12	OLYMPIC DRIVE/56th STREET IMPROVEMENTS 950-II west of Point Fosdick Drive to 38th Avenue	2001-2002	\$1,341,000	\$0	875,774	65.3%	\$0	0.0%	\$875,774	\$56,601	4.2%	39%	(0.5x0.49)x1.34	\$328,545	24.5%
19	56th ST / PT FOSDICK DR IMPROVEMENTS Olympic Drive to Olympic Drive	2003-2004	\$1,102,000	\$0	771,935	69.9%	\$36,000	3.0%	\$807,935	\$84,475	7.1%	49%	(0.5x0.49)x1.102	\$269,500	24.5%
22	EAST-WEST (BORGEN) ROAD CONSTR (PH 2) Swede Hill Interchange (SR-16) to W of Woodridge	2003-2004	\$4,950,000	\$0	1,751,625	35.4%	\$150,000	3.0%	\$1,901,625	\$123,375	2.5%	100%	(0.5x1.0)x4.05	\$2,025,000	50.0%
23	CRESCENT VALLEY CONNECTOR Peacock Hill Avenue to Crescent Valley Road	2003-2004	\$4,300,000	\$0	1,059,750	24.6%	\$0	0.0%	\$1,059,750	\$290,250	6.8%	100%	(0.5x1.0)x4.3	\$2,150,000	50.0%
25	NORTH-SOUTH CONNECTOR East West Road to Peacock Hill Avenue	2000-2001	\$150,000	\$0	0	0.0%	\$0	0.0%	\$0	\$75,000	50.0%	100%	(0.5x1.0)x0.15	\$75,000	50.0%
26	HUNT STREET CROSSING Kimball Drive to 38th Ave	2003-2004	\$11,800,000	\$0	5,102,500	43.3%	\$398,100	3.4%	\$5,500,600	\$390,400	3.4%	100%	(0.5x1.0)x11.8	\$5,900,000	50.0%
TOTAL			\$20,905,000	\$824,000	\$10,718,609		\$1,146,100		\$12,864,709	\$1,641,731				\$12,654,725	

Appendix 'B'
Transportation

Impact Fee Rate Schedule

ITE Code	ITE Land Use Category	Trip Rate (1)	% New Trips (2)	Peak Hour Factor (3)	Net New Trips Per Unit of Measure	Impact Fee Per Unit @ \$ 108.22 Per Trip
110	Light Industrial	3.49	100%	1.33	4.64 1,000 sq. ft.	\$ 0.50 per square foot
140	Manufacturing	1.93	100%	1.84	3.55 1,000 sq. ft.	0.38 per square foot
151	Mini-warehouse	1.30	100%	0.95	1.24 1,000 sq. ft.	0.13 per square foot
210	Single Family House	4.78	100%	1.00	4.78 dwelling	517.30 per dwelling unit
220	Apartment	3.24	100%	0.92	2.98 dwelling	322.50 per dwelling unit
230	Condominium	2.93	100%	0.89	2.61 dwelling	282.46 per dwelling unit
240	Mobile Home	2.41	100%	1.14	2.75 dwelling	297.61 per dwelling unit
250	Retirement Community	1.16	100%	0.90	1.04 dwelling	112.55 per dwelling unit
310	Hotel	4.35	100%	0.83	3.61 room	390.68 per room
320	Motel	5.10	100%	0.56	2.86 room	309.52 per room
420	Marina	1.48	100%	0.61	0.90 berth	97.40 per berth
430	Golf Course	4.17	100%	0.44	1.83 acre	198.05 per acre
444	Movie Theater	11.96	100%	1.88	22.48 1,000 sq. ft.	2.43 per square foot
492	Racquet Club	8.57	100%	0.98	8.40 1,000 sq. ft.	0.91 per square foot
530	High School	5.45	100%	1.68	9.16 1,000 sq. ft.	0.99 per square foot
560	Church	4.66	100%	0.73	3.40 1,000 sq. ft.	0.37 per square foot
610	Hospital	8.39	100%	0.59	4.95 1,000 sq. ft.	0.54 per square foot
620	Nursing Home	1.30	100%	0.62	0.81 bed	87.66 per bed
710	Office 10,000 Sq. Ft.	12.30	100%	1.31	16.11 1,000 sq. ft.	1.74 per square foot
710	Office 50,000 Sq. Ft.	8.29	100%	1.28	10.61 1,000 sq. ft.	1.15 per square foot
710	Office 100,000 Sq. Ft.	7.02	100%	1.26	8.85 1,000 sq. ft.	0.96 per square foot
720	Medical Office	17.09	100%	1.13	19.31 1,000 sq. ft.	2.09 per square foot
820	Retail 10,000 Sq. Ft.	83.80	49%	0.85	34.90 1,000 sq. ft.	3.78 per square foot
820	Retail 50,000 Sq. Ft.	45.83	48%	0.87	19.14 1,000 sq. ft.	2.07 per square foot
820	Retail 100,000 Sq. Ft.	35.34	74%	0.88	23.01 1,000 sq. ft.	2.49 per square foot
820	Retail 200,000 Sq. Ft.	27.25	74%	0.88	17.75 1,000 sq. ft.	1.92 per square foot
832	Restaurant: sit-down	102.68	52%	0.72	38.44 1,000 sq. ft.	4.16 per square foot
833	Fast Food, No Drive-up	393.11	52%	0.51	104.25 1,000 sq. ft.	11.28 per square foot
844	Service Station	150.18	27%	0.48	19.46 pump	2,106.00 per pump
850	Supermarket	88.80	49%	0.82	35.68 1,000 sq. ft.	3.86 per square foot
851	Convenience Market - 24 Hr.	369.00	31%	0.69	78.93 1,000 sq. ft.	8.54 per square foot
860	Wholesale Warehousing	3.37	100%	0.29	0.98 1,000 sq. ft.	0.11 per square foot
911	Bank/Savings: Walk-in	70.31	30%	1.17	24.68 1,000 sq. ft.	2.67 per square foot
912	Bank/Savings: Drive-in	132.61	30%	1.56	62.06 1,000 sq. ft.	\$ 6.72 per square foot

- (1) ITE Rate divided by 2.
- (2) Eliminates pass-by trips.
- (3) Adjustment factor to convert average daily trips to peak hour equivalent.

Appendix 'C' Parks

RATE SCHEDULE

Based on the 50% assessment identified in "Note (3)" of Appendix 'C-2' (p. 143 City of Gig Harbor Parks, Recreation and Open Space Plan) of this ordinance, the Park Impact Fee is set at \$1500 per dwelling unit.

Appendix 'D' / Parks

Capital improvement program 1996-2002

Agency/Department: Gig Harbor Public Works Department
 Address: 3105 Judson Street
 City, zip code: Gig Harbor, Washington 98335
 Phone: 206.851.8145 Fax: 206.851.8563 County: Pierce County

Prty	Project site	Lvl	Act	Item	Funds	Unit	Unit Cost	Qty	Qty Cost
CONSERVANCY/RESOURCE PARKS									
high	Wilkinson Wetlands	lcl	acq	acquire/accept donation	GMA/SEPA	acres	\$31,250.00	16.0	\$500,000
			dvp	trail-class 4 w/o services	GMA/SEPA	miles	\$37,651.00	0.5	\$13,825
			dvp	trailhead w/parking/sanican	GMA/SEPA	stall	\$2,440.27	15	\$36,604
moderate	WWTP	lcl	dvp	trail-class 3 w/o services		miles	\$46,435.00	0.25	\$11,621
			dvp	trailhead w/parking/restrooms		stall	\$6,549.43	10	\$65,494
low	Scofield Property	rgl	acq	acquire upland site		acres	\$1,036,725.00	1.1	\$1,190,000
			acq	acquire tidelands		acres	\$5,000.00	10.0	\$50,000
			dvp	trail-class 4 w/o services		miles	\$37,651.00	0.25	\$9,413
			dvp	trailhead w/parking/restrooms		stall	\$6,549.43	15	\$98,242
low	Acquire Tallman's Wetl	lcl	acq	acquire wetlands site	SEPA	acres	\$31,250.00	0.0	\$0
			dvp	trail-class 4 w/o services		miles	\$37,651.00	0	\$0
			dvp	trailhead w/parking/restrooms		stall	\$6,549.43	0	\$0

\$1,980,199

RESOURCE PARKS

high	City Park	lcl	acq	acquire adjacent property		acres	\$75,757.00	2.0	\$150,252
			dvp	trail-class 5 w/o services		miles	\$14,359.00	0.25	\$3,530
high	City Park Extension	lcl	acq	acquire east of Wheeler Street		acres	\$100,000.00	1.1	\$110,000
high	Gig Harbor Marine Park	rgl	plan	master plan harbor use		plan	\$50,000.00	1	\$50,000
high	Jerisich Park	rgl	dvp	dock extension/vessel pump-out		sq ft	\$32.00	1050	\$33,600
			acq	acquire Skansie property		acres	\$1,166,666.67	1.5	\$1,750,000
			dvp	restore net shed		sq ft	\$50.00	3752	\$187,600
			dvp	develop picnic facilities		table	\$3,400.00	5	\$17,000
low	WWTP	lcl	acq	acquire adjacent properties		acre	\$3,240.00	11.5	\$94,760
low	Wheeler Street-end	lcl	dvp	picnic facilities w/o services		table	\$3,400.00	0	\$0

\$2,398,812

TRAIL SYSTEMS

high	Harbor Ferry Landing	rgl	dvp	view platform w/access		sq ft	\$350.00	240	\$204,000
high/mod	Harbor Ridge MS	lcl	dvp	trail-multi w/o services		miles	\$189,450.00	0.05	\$3,611
			dvp	overlook platform w/picnic		sq ft	\$50.00	200	\$10,000
low/mod	Harbor Heights	lcl	dvp	trail-multi w/o services		miles	\$169,450.00	0.14	\$25,834
			dvp	overlook w/picnic		sq ft	\$32.00	200	\$6,400
low	Lagoon/Narrows Trail	rgl	acq	trail use rights		plan	\$15,000.00	1	\$15,000
			dvp	trail-multi w/o svcs-UGA		miles	\$87,447.00	5.5	\$476,934
			dvp	trailhead w/parking/sanican		stall	\$2,440.27	30	\$73,203
mod/high	SR-16 Mtn Bike Trail	lcl	dvp	mntn bike 1-w/o svcs UGA		miles	\$14,633.00	1.8	\$26,696
low	Pioneer/Harborview Pla	lcl	dvp	streetscape		sq ft	\$12.00	12,000	\$144,000
low	Water Trailheads	rgl	acq	water trailhead w/svs		site	\$22,304.00	0.5	\$11,152

\$1,001,825

ATHLETIC FIELDS

high	City Park	lcl	acq	acquire adjacent property		acres	\$25,000.00	11.9	\$297,521
high	Gig Harbor North	lcl	acq	acquire community park site	SEPA	acres	\$0.00	20	\$0
high	Tallman Park	lcl	acq	acquire community park site	SEPA	acres	\$0.00	20	\$0
high	Skateboard Court	lcl	dvp	develop skateboard facility		each	\$50,000.00	1	\$50,000
high	Harbor Ridge MS	rgl	plan	master plan site retn uses		plan	\$15,000.00	1	\$15,000
high	Henderson A/UPLC	rgl	plan	master plan site retn uses		plan	\$25,000.00	1	\$25,000
high	GHPSO school sites	lcl	plan	master plan site retn uses		plan	\$15,000.00	1	\$15,000

\$432,521

COMMUNITY/RECREATION CENTER

high	CLC/Henderson Ait	rgl	plan	master plan facilities		plan	\$50,000.00	1	\$50,000
high	Harbor Ridge MS	rgl	plan	master plan facilities		plan	\$10,000.00	1	\$10,000
			dvp	renovate building		sq ft	\$25.00	3000	\$75,000
mod	City Park	lcl	acq	acquire Mason's Building		each	\$50,000.00	1	\$50,000

\$185,000

TOTAL

\$5,568,417



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: RAY GILMORE, DIRECTOR, PLANNING AND BUILDING
SUBJECT: SECOND READING - DEVELOPMENT AGREEMENT ORDINANCE
DATE: NOVEMBER 2, 1999

BACKGROUND/INTRODUCTION

The Gig Harbor Planning Commission has recommended adoption of a proposed development agreement ordinance for the City of Gig Harbor. The ordinance is based upon the guidelines established under RCW 36.70B.170 through .210, which authorizes local governments to enter into development agreements with property owners. In essence, a development agreement serves as a method of achieving a performance-based review and approval of a project, resulting in a more predictable outcome for the property owner and the City.

Additionally, the process employed would place the City Council in the role of approving any development agreement, upon a recommendation of the Hearing Examiner.

POLICY ISSUES

Development agreements are authorized by state statute. The ordinance would be administered under Title 19 GHMC.

FISCAL IMPACT

There would not be any fiscal impact to the city in the implementation or administration of this ordinance.

RECOMMENDATION

This is the second reading of the ordinance. Several changes have been made to the ordinance (strike-out and underscore) as recommended by legal counsel. Staff recommends that Council consider this version of the ordinance following a public hearing at the first council meeting in December. If Council so desires, it may consider additional changes to the ordinance at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR RELATING TO LAND USE AND ZONING, ADOPTING A NEW CHAPTER 19.08 IN THE GIG HARBOR MUNICIPAL CODE, DESCRIBING THE ELEMENTS OF AGREEMENT FOR THE DEVELOPMENT OF PROPERTY WITHIN THE CITY LIMITS AND THE CITY'S URBAN GROWTH AREA BOUNDARIES, THE PROCEDURES FOR REVIEW AND APPROVAL OF SUCH AGREEMENTS, ENFORCEABILITY, FORM AND RECORDATION.

WHEREAS, ~~Sections 501 and 506 of Chapter 347, Laws of 1995, Chapter 36.70B.170 RCW~~ through 36.70B.200 RCW describe the City's authority to enter into agreements with property owners for the development of property; and

WHEREAS, the city wishes to adopt a uniform procedure for the processing and approval of development agreements in conjunction with other City permits or approvals; and,

WHEREAS, two public hearings were held by the Planning Commission on May 20, 1999 and July 29, 1999 to receive input from the community on proposed amendments to Title 19 intended to address respective to development agreements; and,

WHEREAS, the City sent copies of the proposed amendments to Title Chapter 19 to DCTED as per WAC 365-195-620(1) and RCW 36.70A.106; therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. A new chapter 19.08 is hereby added to the Gig Harbor Municipal Code, to read as follows:

CHAPTER 19.08
DEVELOPMENT AGREEMENTS

19.08.010	Authority and General Provisions
19.08.020	Development Standards Application
19.08.030	Enforceability
19.08.040	Approval of Development Agreement
19.08.050	Recordation

19.08.010 Authority and General Provisions

A. ~~The execution of a development agreement is a proper exercise of city police power and contract authority.~~ The City may consider, and enter into, a development agreement with a person having ownership or control of real property within the City limits. The City may consider a development agreement for real property outside of the city limit but within the urban growth area (UGA) as part of a proposed annexation or a service agreement. ~~The development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of real property for the duration of the specified period.~~

B. A development agreement shall be consistent with the applicable policies and goals of the City of Gig Harbor Comprehensive Plan and applicable development regulations. The development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of real property for the duration of the specified period.

19.08.020 General Provisions of Development Agreements

- A. As applicable, the development agreement shall specify the following:
1. Project components which defines and details the ~~allowable~~ permitted uses, residential densities, nonresidential densities and intensities or building sizes ~~commercial or non-residential area floor area~~;
Location of buffers, landscaping or open space;
 2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
 3. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;
 4. Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements and other development features;
 5. Provisions for affordable housing, if applicable;
 6. Parks and common open space preservation;
 7. ~~Review procedures and standards for implementing decisions~~ Phasing;
 8. A build-out or vesting period for applicable standards; and,
 9. Any other appropriate development requirement or procedure which is based upon a city policy, rule, regulation or standard.

B. As provided in RCW 36.70B.170, the development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

19.08.030 Enforceability

Unless amended or terminated, a development agreement is enforceable during its term by a party to the agreement. A development agreement and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement. The agreement may not be subject to an amendment to a zoning ordinance or development standard or a new zoning ordinance or development standard or regulation adopted after the effective date of the agreement. The permit approval issued by the City after the execution of the agreement must be consistent with the development agreement.

19.08.040 Approval Procedure of Development Agreement

A development agreement is a Type 5 project permit application and shall be processed in accordance with the procedures established in Title 19 of the GHMC. The ~~Hearing Examiner's Planning Commission's~~ decision on a development agreement is a recommendation to the Gig Harbor City Council. A development agreement shall ~~only~~ be approved by resolution or ordinance of the Gig Harbor City Council after a public hearing.

19.08.050 Form of Agreement, Council Approval, Recordation

A. **Form.** All development agreements shall be in a form provided by the City Attorney's office. The City Attorney shall approve all development agreements for form prior to consideration by the Planning Commission City Council.

B. **Term.** Development agreements may be approved for a maximum period of five (5) years.

C. **Recordation.** A development agreement shall be recorded against ~~with~~ the real property records of the Pierce County Assessor's Office ~~county in which the property is located~~. During the term of the development agreement, the agreement is binding on the parties and their successors, including any area that is annexed to the city.

Section 2. Severability. 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. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

CITY CLERK, Molly Towslee

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 10/22/99
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

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 RELATING TO LAND USE AND ZONING, ADOPTING A NEW CHAPTER 19.08 IN THE GIG HARBOR MUNICIPAL CODE, DESCRIBING THE ELEMENTS OF AGREEMENT FOR THE DEVELOPMENT OF PROPERTY WITHIN THE CITY LIMITS AND THE CITY'S URBAN GROWTH AREA BOUNDARIES, THE PROCEDURES FOR REVIEW AND APPROVAL OF SUCH AGREEMENTS, ENFORCEABILITY, FORM AND RECORDATION.

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

DATED this _____ day of _____, 199 ____.

CITY CLERK, Molly Towslee

FILED WITH THE CITY CLERK: 10/21/99
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH DR
DATE: NOVEMBER 1, 1999
SUBJECT: 2000 TAX LEVY ORDINANCE

INTRODUCTION

This is the second reading of an ordinance setting the 2000 property tax levy.

BACKGROUND

The preliminary assessed valuation for 2000 taxes is \$692,316,259. This is a 12% increase over 1999. Our best estimate of taxes available for 2000 is \$1,059,802. At this levy amount our 1999 property tax rate will be \$1.5780 per thousand. These figures are based upon preliminary numbers, provided by the Pierce County Assessor-Treasurer and are subject to change.

The ordinance also sets excess levy rates for outstanding voted general obligation bonds. Debt service for the 1987 GO Bonds for sewer plant construction is approximately \$100,000 in 2000. The levy needed for debt service in 2000 is \$15,000 or \$0.0219 per \$1,000 assessed valuation.

FINANCIAL

Property taxes are approximately 13% of 2000 General Fund budget.

RECOMMENDATION

Staff recommends adoption of the ordinance after second reading..

CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2000.

WHEREAS, the City Council of the City of Gig Harbor attests that the City population is 6,405; and

WHEREAS, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 25, 1999 to consider the City's General Fund revenue sources for the 2000 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 2000, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property,

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

Section 1. The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2000, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$692,316,259. Taxes levied upon this value shall be:

The 1999 property tax for collection in 2000 is \$1,059,802 which is an increase of \$59,989 and 6%, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property.

Section 2. The ad valorem tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2000, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$683,681,570. Taxes levied upon this value shall be:

Approximately \$0.0219 per \$1,000 assessed valuation, producing an estimated amount of \$15,000 for 1987 Sewer Construction General Obligation Bonds Debt Service.

Section 3. This ordinance shall be certified by the city clerk to the clerk of the board of county commissioners/council and taxes hereby levied shall be collected and paid to

the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

Section 4. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this __ day of __, 1999.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:
Passed by the city council:
Date published:
Date effective:



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PUBLIC WORKS DIRECTOR CONTRACT
DATE: NOVEMBER 1, 1999

MWH

INFORMATION/BACKGROUND

Mr. Wes Hill who began work as Public Works Director in January, 1996, resigned from the position effective November 30, 1999. The job was posted, as per city personnel policy, for internal applicants. David Skinner, who has been working as the city's Project Engineer for the past 18 months, applied and is being presented to the City Council for contract as the next Public Works Director.

As Project Engineer for the city, Mr. Skinner has been responsible for project development and implementation (including grant and permit applications, utility and agency coordination, design, preparation of plans, specifications and estimates, contract administration, and construction inspection), development review, traffic engineering, personnel supervision and other duties.

Previous to his work as Project Engineer for the city, Mr. Skinner worked as Design Engineer for Pierce County Public Works and Utilities Bridge and Environmental Section (2/93-4/98) and for the Road Design Section (4/92-2/93). He also worked for the Washington State Department of Transportation as a road designer and as an independent engineering consultant. He holds a 1991 Bachelor of Science in Civil Engineering from Washington State University and is licensed as a professional engineer by the State of Washington. In addition to designing the East/West Road, which is currently in the permitting phase, and the Rosedale Street Project, he was lead designer on the Rosedale Bay Bridge Replacement, currently under construction, and other road and bridge projects in Pierce County.

POLICY/FISCAL CONSIDERATIONS

The contract is similar to all recent department head contracts, except for the addition of a vehicle allowance. The contract commences December 1, 1999, with a minimum contractual commitment of two years. The starting salary of \$60,900 is 10% above the bottom of the range for the position. A vehicle allowance of \$250 per month is provided through the contract, unless the city decides to provide a take-home vehicle for the position.

RECOMMENDATION

The Mayor and City Administrator recommend approval of the attached contract, which has been reviewed and approved by Legal Counsel, Mr. Scott Snyder, human resources specialist at Ogden Murphy Wallace.

**PUBLIC WORKS DIRECTOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT entered into as of the 9th day of November, 1999 by and between the CITY OF GIG HARBOR, WASHINGTON, a noncharter optional municipal code city, hereinafter referred to as "City," and David R. Skinner, hereinafter referred to as "Employee," for the mutual benefits to be derived, hereby agree as follows:

WITNESSETH:

WHEREAS, the City of Gig Harbor has conducted a selection process to fill the position of Public Works Director, and

WHEREAS, Employee has been selected to fill said position, and

WHEREAS, it is beneficial for both parties to establish and delineate the conditions of said employment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as Public Works Director, and Employee hereby agrees to accept said employment in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Duties. Employee shall perform all duties of the Public Works Director, as set forth in the City's job descriptions, personnel rules and procedures and such other duties as may be assigned from time to time by the Mayor or City Administrator.

Section 3. Commencement of Employment - Term. Employee's employment shall commence effective as of December 1, 1999, and shall continue, unless terminated in the manner provided hereinafter in this agreement. Employee understands and agrees that he must commit to a term of employment of not less than two (2) years from the commencement of employment, unless otherwise terminated by the City as hereinafter provided. Employee agrees that the two-year commitment is reasonable and acknowledges that his failure to honor said two-year term can cause irreparable harm to the City and further agrees that the provisions of this agreement relating to the minimum term to which Employee is committed to serve may be specifically enforced by the City to prevent Employee from accepting Employment with another city, county, special district or public works department or similar position in the counties of Pierce, Thurston, King, Snohomish, or Kitsap, Washington, during such two-year period. Employee further acknowledges that this restriction on his ability to seek employment in a public safety department or with any city, county,

or special district in the area, as set forth above, during said two-year period is geographically reasonable, the duration is reasonable and the restrictions will not deprive him of his ability to maintain his livelihood. The provisions of this section relating to restrictions on the ability of Employee to seek employment for a two-year period shall not be applicable if this agreement is terminated by the City in the manner provided hereinafter.

Section 4. Salary - Performance Review. The starting salary for Employee, commencing December 1, 1999, shall be sixty thousand and nine hundred dollars (\$60,900) annually, which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City.

Employee's performance shall be reviewed at least annually and more frequently if required by the Mayor or City Administrator or if requested by Employee.

Section 5. Vehicle Allowance. The Employee shall be provided a monthly vehicle allowance of \$250, unless the city determines to provide the Public Works Director with a take-home vehicle.

Section 6. Benefits, etc.

- A. Employee shall accrue sick leave and all other benefits as provided for general employees of the City in accordance with the general employees' compensation plan; provided, however, that in the event the State of Washington shall legislate a requirement that Employee receive an illness and/or disability leave benefit which otherwise covers the Employee as sick leave would, then Employee shall not be entitled to sick leave in addition to said other benefits. Also, Employee will begin employment at a vacation accumulation rate of 10 hours per month.
- B. Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington.
- C. Employee shall be entitled to take such paid holidays as are established by the City.

Section 7. Termination of Employment.

- A. By City. As stated hereinabove, Employee has committed to continue his employment with the City for a minimum period of two (2) years, to wit, until November 30, 2001. It is recognized that this agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate him as a for cause Employee. In the event that the City Administrator decides in his sole discretion to terminate the Employee as a for cause Employee, the Employee shall be given not less than thirty (30) days prior notice of the intent to terminate him. Provided, however, that the employee may be terminated immediately without prior written notice based on the commission of a crime,

gross misconduct, malfeasance, neglect of duty or any other act which significantly impairs the public's confidence in its public servants.

- B. By Employee. In the event Employee shall terminate his employment with the City subsequent to the expiration of his two year commitment, or by mutual agreement of the parties, or if permitted to terminate this agreement by law, Employee agrees that he shall provide the City not less than thirty (30) days prior notice of the effective date of said termination in order to afford the City a reasonable opportunity to find a replacement for Employee. The parties further agree that, in the event a replacement is found who is able to commence employment prior to the expiration of the 30 - day notice, the parties agree that they shall, in good faith, negotiate an earlier termination date.

Section 8. General Provisions.

- A. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this agreement.
- B. The parties hereby further agree that this agreement cannot be amended or modified without the written concurrence of both parties.
- C. If any provision or portion of this agreement is held to be unconstitutional, invalid or, unenforceable, the City shall have the right, at its option, to declare the agreement void and enter into negotiations with Employee for execution of a new personal services agreement.
- D. Employee understands that he has a right to consult with an attorney concerning the provisions of this agreement, and (1) Employee acknowledges he has done so as is evidenced by the attorney's signature below; or (2) Employee has knowingly and voluntarily selected not to consult with an attorney.
- E. Notice. Any notices required to be given by the City to Employee or by Employee to the City shall be delivered to the following parties at the following addresses:

1. City of Gig Harbor
Mayor's Office
3105 Judson Street,
Gig Harbor, WA 98335

2. Employee: at
3105 Judson Street
Gig Harbor, WA 98335

or

8108 Wood Ibis Dr SE
Olympia, WA 98513

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mails shall be deemed received three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed as of this 9th day of November, 1999.


CITY OF GIG HARBOR

BY _____
Gretchen A. Wilbert, Mayor

Attest:

Mark E. Hoppen, City Administrator

EMPLOYEE


David R. Skinner

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PROJECT ENGINEER *DRS*
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: NOVEMBER 1, 1999

INTRODUCTION/BACKGROUND

In conjunction with the City's fleet management program, the 1999 budget anticipated replacement of several vehicles that have reached either 10-years, 100,000 miles, and/or that have experienced or are anticipated to need extensive maintenance or repair. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

Monies received for the vehicles and equipment will be used to offset the costs for new vehicles and equipment.

RECOMMENDATION

Staff recommends that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

CITY OF GIG HARBOR
1999 SURPLUS EQUIPMENT

EQUIPMENT:		AGE	SERIAL/ ID NUMBER	MODEL INFO.
ITEM #	ITEM DESCRIPTION			
1	Shop vac blower/ wet/ dry vacuum cleaner	10+ yrs		Model #3331.0
2	Shop vac wet/dry	10+ yrs		Model #700
3	Craftsman ½ Hp Air compressor paint sprayer		Serial #0040546	Model #283.150571
4	Power Flo Roller Painting system		Serial #B2684C74	Model #800
5	Snapper backpack blower	10+ yrs	Serial #94475415	Model #415 BPB
6	Weed eater 2510 electric blower	10+ yrs		
7	Gas weed eater	5+ yrs		Model #GTI™ 15T
8	Hydraulic brush cutter	10+ yrs	ID #64	
9	Hydraulic asphalt cutter		Serial #3165	Model #C023
10	Craftsman electronic radial saw		Serial #90080.M0253/ ID #165	Model #113.197510
11	STIHL weed eater	10+ yrs	Serial #13615278/ ID #69	Model #FS90AV
12	STIHL weed eater	10+ yrs	Serial #13615277/ ID #68	Model #FS90AV
13	Echo backpack blower	6+ yrs	Serial #0094086/ ID #153	Model #PB-400E
14	Honda G100 water pump	12+ yrs	ID #128	
15	5 foot chain link fence (green)			
16	Panasonic KX-P1124i 24 PIN Multi Mode Printer			
17	(4) Packard Bell Monochrome monitors		90805084 90804959 90804968 1987/00596	Model #PB1472A Model #MM1218A
18	(1) Panasonic Dot Matrix (broken)		9LMASHF29172	Model #KXP1191
19	(1) BTC Keyboard		206065667-BTC-24241-010891	BTC-53
20	(4) AT - 286 COMPUTERS Packard Bell ME-3		90869 06825499 ME4005021 ME4004493	unk. 00595 ME3 ME3
21	(1) UPS (interruptible power supply)		S95015214286	no power
22	(25) Ether, ArcNet, Coax Network boards (non win-95 compliant)			
23	(1) Netware v3.12 Network Operating (all diskettes and all books)		127-011279-001 "	

SURPLUS ITEMS

Page 2

CITY OF GIG HARBOR
1999 SURPLUS EQUIPMENT

Page 2

EQUIPMENT:		AGE	SERIAL/ ID NUMBER	MODEL INFO.
ITEM #	ITEM DESCRIPTION			
24	(1) ELS – Netware 286 Network O. S. (all diskettes and all books)		132-010422-010	
25	(1) scsi 1991 controller for external device			
26	(1) ARCNET Hub		P900721834	twst pr.
27	(1) WP 5.1 Books and installation diskettes (programs – set)			
28	MISC: Approx. dozen electronic wrist strap pkgs., MISC CABLES			
29	BOOKS: WFWG & DOS, E-net			
30	Nokia – Digital Cellular Telephone	2+ yrs	15605082480	2160
31	Pacesetter – CalComp Plotter	7+ yrs	9148120013	2024
32	1981 Chev 1-Ton Flatbed	18 yrs	1GBG34M0BV137955	
33	Olympia International Orbit CM Electronic Calculator		s/n 40000754	
34	1970 Jeep	29 yrs	VIN # 8511016395	DJ5B

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

**A RESOLUTION OF THE CITY OF GIG HARBOR DECLARING CITY
EQUIPMENT SURPLUS AND ELIGIBLE FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

ITEM DESCRIPTION	AGE	SERIAL/ ID NO.	MODEL INFO.
Shop vac blower/ wet/ dry vacuum cleaner	10+	unknown	3331.0
Shop vac wet/dry	10+	unknown	700
Craftsman ½ Hp Air compressor paint sprayer	UNK.	0040546	283.150571
Power Flo Roller Painting system	UNK.	B2684C74	800
Snapper backpack blower	10+	94475415	415 BPB
Weed eater 2510 electric blower	10+	unknown	unknown
Gas weed eater	5+	unknown	GTI™ 15T
Hydraulic brush cutter	10+	64	unknown
Hydraulic asphalt cutter	UNK.	3165	C023
Craftsman electronic radial saw	UNK.	90080.M0253/ 165	113.197510
STIHL weed eater	10+	13615278/ ID #69	FS90AV
STIHL weed eater	10+	13615277/ ID #68	FS90AV
Echo backpack blower	6+	0094086/ ID #153	PB-400E
Honda G100 water pump	12+	128	unknown
5 foot chain link fence (green)	UNK.	unknown	unknown
Panasonic KX-P1124i 24 PIN Multi Mode Printer	UNK.	unknown	unknown
(4) Packard Bell Monochrome monitors	UNK.	90805084,9080495 9,90804968 1987/00596	PB1472A, MM1218A
(1) Panasonic Dot Matrix (broken)	UNK.	9LMASHF29172	KXP1191
(1) BTC Keyboard	UNK.	206065667-BTC- 24241-010891	BTC-53
(4) AT – 286 COMPUTERS Packard Bell, ME-3	UNK.	90869, 06825499 ME4005021, ME4004493	unk., 00595 ME3, ME3
(1) UPS (interruptible power supply)	UNK.	S95015214286	no power
(25) Ether, ArcNet, Coax Network boards (non win-95 compliant)	UNK.	unknown	unknown
(1) Netware v3.12 Network Operating (all diskettes and all books)	UNK.	127-011279-001 “	unknown

ITEM DESCRIPTION	AGE	SERIAL/ ID NO.	MODEL INFO.
(1) ELS – Netware 286 Network O. S. (all diskettes and all books)	UNK.	132-010422-010 “	unknown
(1) scsi 1991 controller for external device	UNK.	unknown	unknown
(1) ARCNET Hub	UNK.	P900721834	twst pr.
(1) WP 5.1 Books and installation diskettes (programs – set)	UNK.	unknown	unknown
MISC: Approx. dozen electronic wrist strap pkgs., MISC CABLES	UNK.	unknown	unknown
BOOKS: WFWG & DOS, E-net	UNK.	unknown	unknown
Nokia – Digital Cellular Telephone	2+	15605082480	2160
Pacesetter – CalComp Plotter	7+	9148120013	2024
1981 Chev 1-Ton Flatbed	18	1GBG34M0BV137 955	unknown
Olympia International Orbit CM Electronic Calculator	UNK.	s/n 40000754	unknown
1970 Jeep	29	VIN # 8511016395	DJ5B

RESOLVED this ____ day of _____, 1999.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST / AUTHENTICATED:

Molly Towslee, City Clerk

Filed with the City Administrator: 11/04/99
Passed by the City Council:



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH
SUBJECT: FIRST READING - 2000 BUDGET ORDINANCE
DATE: NOVEMBER 8, 1999

BACKGROUND

The total budget is \$21,864,587, an increase of \$2,639,086 (13%) over the 1999 budget. Total budgeted expenditures are made up of budgeted expenditures of \$19,190,884, a 14% increase over 1999, and budgeted ending fund balance of \$2,673,702, a 1% increase over 1999.

Capital projects expenditures account for 48% (\$9,225,400) of total city expenditures. Some of the projects include the East/West Road Project (\$3,500,000) and Point Fosdick Drive Improvements (\$852,000).

Salaries and benefits account for 20% (\$4,027,880) of the city's overall budget as was the case in 1999. This represents an increase of \$262,205 (12%) over 1999. The increase is largely due to the planned addition of four positions in 2000. The additional positions are an accountant, a field supervisor, a mechanic, one-half FTE public works clerk and one-half FTE temporary construction inspector.

Inter-fund transfers are \$2,242,000 or 11% of budget. The transfers include \$950,000, \$250,000, \$280,000 and \$50,000 from the General Fund to the Street Operating, Property Acquisition, 1997 L.T.G.O. and the General Government Capital Asset Funds; and \$500,000 from the Capital Improvement Fund to the Street Fund.

RECOMMENDATION

Staff recommends adoption of the 2000 budget ordinance after study sessions on November 15 and 16 and second reading on November 22.

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

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG
HARBOR, WASHINGTON, FOR THE 2000 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2000 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 8 and November 22, 1999 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 2000 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 2000 proposed budget; and

WHEREAS, the 2000 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2000 and being sufficient to meet the various needs of Gig Harbor during 2000.

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2000 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2000 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2000 as set forth below:

2000 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$1,759,100
02 LEGISLATIVE	29,750
03 MUNICIPAL COURT	292,250
04 ADMINISTRATIVE/FINANCIAL	689,865
06 POLICE	1,421,480
14 PLANNING / BUILDING	578,982
15 PARKS AND RECREATION	536,700
16 BUILDING	111,400
19 ENDING FUND BALANCE	<u>479,052</u>
001 TOTAL GENERAL FUND	5,898,579
101 STREET FUND	5,741,002
105 DRUG INVESTIGATION FUND	19,020
107 HOTEL-MOTEL FUND	243,450
109 PROPERTY ACQUISITION FUND	1,869,288
203 '87 GO BONDS - SEWER CONSTRUCTION	260,072
208 '97 LTGO BONDS	326,108
301 GENERAL GOVT. CAPITAL ASSETS	306,370
305 GENERAL GOVT. CAPITAL IMPROVEMENT	586,739
401 WATER OPERATING	1,031,409
402 SEWER OPERATING	1,462,315
407 UTILITY RESERVE	568,495
408 UTILITY BOND REDEMPTION FUND	675,074
410 SEWER CAPITAL CONSTRUCTION	1,507,398
411 STORM SEWER OPERATING	484,664
420 WATER CAPITAL ASSETS	882,934
605 LIGHTHOUSE MAINTENANCE TRUST	<u>1,670</u>
TOTAL ALL FUNDS	<u>\$21,864,587</u>

Section 3. Attachment "A" is adopted as the 2000 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2000 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 22th day of November, 1999.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk:
Passed by the city council:
Date published:
Date effective:

ATTACHMENT "A"

2000 SALARY SCHEDULE

POSITION	RANGE	
	Minimum	Maximum
City Administrator	\$ 5,394	\$ 6,743
Public Works Director	4,762	5,952
Chief of Police	4,703	5,879
Finance Director	4,478	5,597
Planning Director	4,218	5,272
Police Lieutenant	4,177	5,221
Public Works Supervisor	3,712	4,640
Project Engineer	3,691	4,613
Police Sergeant	3,756	4,696
Fire Marshal/Building Official	3,560	4,450
Sewer Plant Supervisor	3,553	4,441
Associate Engineer	3,420	4,275
Foreman	3,169	3,961
Police Officer	3,266	4,083
Information System Specialist	3,060	3,825
Planning Associate	3,135	3,918
City Clerk	3,022	3,777
Construction Inspector	2,996	3,745
Sewer Plant Operator	2,950	3,687
Maintenance Worker	2,867	3,583
Planning / Building Inspector	2,906	3,632
Engineering Technician	2,672	3,340
Public Works Assistant	2,580	3,225
Court Administrator	2,491	3,113
Finance Technician	2,358	2,947
Planning-Building Assistant	2,358	2,947
Laborer	2,315	2,893
Court Clerk	2,259	2,823
Police Services Specialist	2,217	2,771
Administrative Receptionist	1,915	2,393
Public Works Clerk	\$ 1,915	\$ 2,393

**SUMMARY OF ORDINANCE NO. _____
of the City of Gig Harbor, Washington**

On __, 1999, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. __, the summary of text of which is as follows:

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON, FOR THE 2000 FISCAL YEAR.

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

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

APPROVED by the City Council at their regular meeting of November, 1999.

BY: _____
Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: NOVEMBER 1, 1999
SUBJECT: EAST-WEST ROAD LOCAL IMPROVEMENT DISTRICT

INTRODUCTION

This ordinance establishes a local improvement district (LID) for construction of the East-West Road.

FINANCIAL

The estimated funding provided by the LID is \$1.65 million. The assessments by parcel are listed on the following page. The total assessments summarized by property owner are as follows:

<u>Property Owner</u>	<u>Assessment</u>
Ballinger	\$ 930,600
Pope Resources	666,600
Bingham	52,800
Talmo Inc.	0
Tacoma City Light	0
Total Assessment	<u>\$ 1,650,000</u>

The total estimated special benefit provided by the East-West Road is \$2,500,000. The ratio of special assessment to special benefits is 66%.

RECOMMENDATION

Staff recommends passage of this ordinance after a second reading.

LID participants and preliminary assessments.

Map No.	Property Owner	Parcel Number	Special Benefit	Assessment parcel
1a	Pope Resources	022230 400 0	\$ 150,000	\$ 99,000
1b	Pope Resources	022230 400 0	210,000	138,600
2	Pope Resources	022231 100 0	250,000	165,000
3a	Pope Resources	022231 100 1	130,000	85,400
3b	Pope Resources	022231 100 1	70,000	46,200
3c	Pope Resources	022231 100 1	40,000	26,400
4a	Pope Resources	022231 401 7	-	-
4b	Pope Resources	022231 401 7	-	-
5	Pope Resources	022231 304 3	-	-
6	Pope Resources	022231 200 9	-	-
7	Pope Resources	022231 200 0	160,000	105,600
8	Pope Resources	022231 202 2	-	-
9	Pope Resources	022231 203 1	-	-
10a	Ballinger	022231 200 1	70,000	46,200
10b	Ballinger	022231 200 1	10,000	6,600
11	Ballinger	022231 200 2	330,000	217,800
12	Ballinger	022231 200 3	140,000	92,400
13a	Ballinger	022230 300 1	560,000	369,600
13b	Ballinger	022230 300 1	70,000	46,200
14a	Ballinger	022230 300 6	170,000	112,200
14b	Ballinger	022230 300 6	20,000	13,200
15	Ballinger	022230 300 4	20,000	13,200
15b	Ballinger	022230 300 4	20,000	13,200
16	Bingham	022230 300 2	80,000	52,800
17	Talmo Inc.	012225 407 4	-	-
18	Tacoma City Light	022230 300 3	-	-
19	Tacoma City Light	022231 200 4	-	-
Total			\$ 2,500,000	\$ 1,650,000

TOTAL ASSESSMENT	\$ 1,650,000
TOTAL SPECIAL BENEFIT	2,500,000
TOTAL ASSESSMENT DIVIDED BY TOTAL SPECIAL BENEFIT	0.66
ASSESSMENT/SPECIAL BENEFIT RATIO	

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ORDERING CERTAIN LOCAL IMPROVEMENTS AND CREATING A LOCAL IMPROVEMENT DISTRICT; PROVIDING FOR THE PAYMENT OF THE COST OF SUCH IMPROVEMENTS BY SPECIAL ASSESSMENTS; AND PROVIDING FOR THE ISSUANCE AND SALE OF LOCAL IMPROVEMENT DISTRICT BONDS AND INTERIM FINANCING WARRANTS OR NOTES.

WHEREAS, on October 11, 1999 the City Council of the City of Gig Harbor, Washington (the "City") adopted resolution No. 538 declaring its intention to order certain local improvements within the City and to create a local improvement district; and

WHEREAS, the proposed improvements are within the transportation element of the comprehensive plan of the City, as amended; and

WHEREAS, an environmental review of the proposed improvements has been undertaken; and

WHEREAS, a hearing was held on November 8, 1999, after notice as provided by law, and after discussion of the proposed improvements and due consideration thereof and of all objections thereto, the Council has determined to order the local improvements described below and to create a local improvement district; and

WHEREAS, estimates of the costs and expenses of the proposed improvements, a description of the boundaries of the district, a statement of what portion of the costs and expenses of the improvements would be borne by the property within the proposed district, and a diagram showing the lots, tracts and parcels to be benefited and other information pertaining to the proposed district, have been filed with the City Clerk and certified to the City Council;

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

Section 1. The City shall acquire, construct and install the following improvements within the following described areas of the City:

Phase 1 will construct a single lane roundabout intersection connecting the proposed East – West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route 16. The remainder of the Phase 1 project will provide two travel lanes, storm drainage improvements (incl. Storm water detention and water quality facilities), and curb, gutter, planter strips, and a sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. Additional improvements include wetland mitigation, and provisions for lighting and underground utilities.

The foregoing improvements are hereafter referred to as the “Improvements.”

Section 2. The plans and specifications, which are 95% complete, for the Improvements, as prepared by the Public Works Department, and now on file in the City Clerk’s office, are hereby adopted and approved. The Improvements, when completed, shall be in accordance with said plans, the provisions of this ordinance and any other ordinances as hereafter may be adopted in connection herewith; provided, however, that changes in detail of such plans that do not significantly alter the scope or costs of the Improvements will not require further approval.

Section 3. There is hereby established a local improvement district of the City to be known as “Local Improvement District No. 1” (herein referred to as “LID No. 1”). The boundaries of LID No. 1 shall be as described in Exhibit A attached hereto and incorporated by this reference.

It is hereby found that the above-described boundaries embrace as nearly as practicable all the property specially benefited by the Improvements.

Section 4. The total cost and expense of the Improvements thereto is estimated to be \$3,500,000 of which 47% shall be borne by and assessed against the property within LID No. 1 specially benefited by the Improvements. Assessments shall be made against the property within LID No. 1 in accordance with the special benefits accruing to such property.

Section 5. Upon completion of the Improvements, an assessment roll shall be prepared and, after notice and hearing in the manner provided by law, an assessment roll shall be confirmed. Assessments not paid within the 30-day prepayment period provided by law shall be payable in installments and the City shall issue improvement district bonds payable from such unpaid installments. The number of years said installments shall run, the dates of payment of the same and the rate of interest that the unpaid installments shall bear shall be as hereafter fixed by ordinance.

Section 6. There is hereby created a fund of the City to be known as the “Local Improvement District No. 1 Fund” for the purpose of paying the cost of the Improvements provided for in this ordinance and into which there shall be paid all of the assessments collected in LID No. 1 as and when directed by the ordinance confirming the assessment roll. All moneys received from the sale of bonds, notes and warrants drawn on the LID

No. 1 Fund shall be deposited into said Fund, and applied solely in payment of the costs and expenses of the improvements.

Section 7. Pending the issuance of local improvement district bonds, the City may, for the purpose of meeting any and all costs and expenses of constructing the Improvements for which funds are not otherwise available, as the same are installed prior to the sale of the bonds, issue interim financing warrants against the LID No. 1 Fund, or issue local improvement district bond anticipation notes pursuant to RCW 39.50, bearing interest at such rate or rates and with such terms as may hereafter be established by the Council by ordinance. Such interim warrants or notes, together with the interest due thereon to the date of delivery of the bonds, shall be redeemed and retired from the proceeds of the sale of local improvement district bonds or prepayments of assessments. Such warrants or notes shall be issued in an aggregate principal amount not in excess of the cost and expense of the improvements.

Section 8. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 22 day of November, 1999.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:
Passed by the city council:
Date published:
Date effective:

EXHIBIT A

LEGAL DESCRIPTION FOR PROPOSED LID:

The North half, East half of the Southeast quarter, North 80 feet of that portion of the North half of the Southwest quarter lying easterly of Lake Cushman Tacoma Power Line right-of-way together with the North 60 feet of the North 333 feet of the West half of the Southeast quarter, and the North 60 feet of the North 330 feet as measured along the West line of that portion of the Southwest of the Northwest line Northerly and Easterly of Gig Harbor Burnham Drive and Westerly of Lake Cushman Tacoma Power Line right-of-way, of the Northwest quarter of Section 31.

EXCEPT a tract of land bounded and described as follows:

Beginning at the Northwest corner of SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M.;
Running thence-East 54 feet;
Thence South 14 degrees 49 feet East 679 feet to the South line of the North half of the Northwest quarter of the Northwest quarter of said Section 31;
Thence-West 238 feet to the Section line;
Thence North along the same 666 feet to the beginning containing 2.23 acres.

TOGETHER WITH the perpetual right to slash and keep slashed all "danger" trees within a distance of 200 feet from the East line of the above described tract. "Danger" trees being those of such height that in falling might damage the poles or wires erected and maintained on the said tract.

The North half, Southwest quarter, and North half of the Southeast quarter; of the Northeast quarter of Section 31.

The Northeast quarter, the Southeast quarter, the Northwest quarter, and the East half of the Southwest quarter; of the Northwest quarter of the Southeast quarter of Section 31.

The North half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 31.

The West half of the Southeast quarter; the South half of the Southwest quarter of Section 30. All within TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY.

EXCEPT the following described property:

Beginning at the Southwest corner of SECTION 30, TOWNSHIP 22 NORTH,

RANGE 2 EAST OF THE W.M., run, thence North on Section line 792 feet;
Thence South 14 degrees 49 minutes East 819 feet to the South line of the Southwest
quarter of the Southwest quarter of the Southwest quarter of said Section 30;
Thence West along the same, 209 feet to the beginning, conveyed to the City of
Tacoma by Deed recorded under Recording No. 675729, records of Pierce County,
Washington.

That portion East of Canterwood Blvd. and Burnham Drive within the East half of the
Northeast quarter of the Northeast quarter of Section 36 within TOWNSHIP 22 NORTH,
RANGE 1 EAST, W.M., PIERCE COUNTY. EXCEPT that portion conveyed to the State
of Washington Road No. 16 MP 8.34 to MP 18.87 Narrows Bridge to Olympic Drive, as
described in Deed for State recorded under Recording No. 2397369. Also EXEPT
Canterwood Boulevard – Burnham Drive City Streets.

Proposed LID Boundary Map

Exhibit A-1

