

# **Gig Harbor City Council Meeting**



**November 23, 1998**

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**November 23, 1998 - 7:00 p.m.**

**CALL TO ORDER:**

**PUBLIC HEARING:**

1. Final Public Hearing - 1999 Proposed Budget.
2. Fairway Estates Annexation.

**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 November 9, 1998, City Council meeting.
2. Correspondence / Proclamations – Informational.  
None Submitted.
3. Approval of Payment of Bills for 11/23/98:  
Checks #21364 through #21452 in the amount of \$136,389.68.

**OLD BUSINESS:**

1. Second Reading of Ordinance – 1999 Budget Ordinance.
2. Application for Chamber of Commerce
3. Re-enactment of the Hotel-Motel Tax

**NEW BUSINESS:**

1. Hogan Sewer Request
2. Roland and Roland Sewer Request
3. Kimball Drive Sanitary Sewer Improvements

**PUBLIC COMMENT/DISCUSSION:**

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

1. GHPD – October Stats.

**ADJOURN:**





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: PUBLIC HEARING - 1999 BUDGET**  
**DATE: November 18, 1998**

### **BACKGROUND**

The total budget is \$19,075,501, an increase of \$1,418,247 (8%) over the 1998 budget. Total budgeted expenditures are made up of budgeted expenditures of \$16,375,036, a 3% increase over 1998, and budgeted ending fund balance of \$2,340,464, a 68% increase over 1998.

Capital projects expenditures account for 41% (\$7,948,300) of total city expenditures. Some of the projects include the East/West Road Project (\$1,315,000), Rosedale Street Improvements (\$992,000), Kimball Drive Park and Ride (\$1,110,000) and Point Fosdick Drive Improvements (\$667,000).

Salaries and benefits account for 20% (\$3,765,675) of the city's overall budget. This represents an increase of \$401,628 (12%) over 1998. The increase is largely due to the planned addition of four positions in 1999. The additional positions are; an associate engineer, one and one-half FTE construction inspectors, one-half FTE public works clerk and a planning-building inspector. Also, the increase partly reflects a 2.5% COLA increase for all employees and a 1.5% negotiated increase for members of the Police Officer's Guild.

Inter-fund transfers are \$2,022,000 or 11% of budget. The transfers include \$300,000, \$250,000, and \$125,000 from the General Fund to the 1997 L.T.G.O., Property Acquisition, and Street Operating Funds; \$660,000 and \$475,000 from the Capital Improvement and Capital Asset Funds to the Street Fund; and \$150,000 from the Water Fund to the Water Capital Asset Fund.

**PUBLIC HEARING  
1999 Proposed Budget**

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$858,100
02 LEGISLATIVE	30,150
03 MUNICIPAL COURT	297,430
04 ADMINISTRATIVE/FINANCIAL	550,988
06 POLICE	1,367,918
14 PLANNING / BUILDING	521,850
15 PARKS AND RECREATION	634,295
16 BUILDING	123,770
19 ENDING FUND BALANCE	<u>329,440</u>
001 TOTAL GENERAL FUND	4,713,941
101 STREET FUND	5,080,500
105 DRUG INVESTIGATION FUND	12,500
107 HOTEL-MOTEL FUND	60,500
109 PROPERTY ACQUISITION FUND	1,725,000
203 '87 GO BONDS - SEWER CONSTRUCTION	295,000
208 '97 LTGO BONDS	297,500
301 GENERAL GOVT. CAPITAL ASSETS	665,000
305 GENERAL GOVT. CAPITAL IMPROVEMENT	480,000
401 WATER OPERATING	891,500
402 SEWER OPERATING	933,037
407 UTILITY RESERVE	555,000
408 UTILITY BOND REDEMPTION FUND	898,500
410 SEWER CAPITAL CONSTRUCTION	893,500
411 STORM SEWER OPERATING	456,448
420 WATER CAPITAL ASSETS	1,115,000
605 LIGHTHOUSE MAINTENANCE TRUST	<u>2,575</u>
TOTAL ALL FUNDS	<u>\$19,075,501</u>



*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:** PLANNING-BUILDING DEPT., RAY GILMORE  
**SUBJECT:** PUBLIC HEARING--FAIRWAY ESTATES ANNEXATION (FIRST  
READING OF ORDINANCE)  
**DATE:** NOVEMBER 19, 1998

### **BACKGROUND/INTRODUCTION**

In July of this year, the City Council accepted a 10% petition from the Fairway Estates Subdivision, thereby allowing the petitioners to proceed with annexation to the City. The petitioners submitted a 60% petition to the City in September. The Pierce County Assessor certified the petition for the Fairway Estates annexation in October.

### **POLICY ISSUES**

The annexation area was included in the City's Urban Growth Area in 1997 and was designated low-density residential in the City of Gig Harbor Comprehensive Plan (Gig Harbor Ordinance 756). Zoning for the area was established in 1998 (Gig Harbor Ordinance 795) as R-1 (Low-density residential).

### **FISCAL IMPACT**

Inter-departmental review indicates that annual revenues would exceed expenditures by \$23,684. However, a preliminary review of public facilities requirements indicates that there could be substantial improvement costs. These are as follows:

Point Fosdick Avenue Improvements	\$110,000
36 <sup>th</sup> Street Improvements	\$ 61,000
Internal Roads	\$ 70,000
Storm Water Mgmt. Improvements	Unknown
Traffic Light	\$125,000
<hr/>	
<b>Total future improvements</b>	<b>\$366,000</b>

A detailed report as required by the Pierce County Boundary Review Board is attached for Council's review.

### **RECOMMENDATION**

This is the first reading of the ordinance. No action need be taken at this time.

ANNEXATION WORKSHEET

**RECEIVED**  
CITY OF GIG HARBOR

**OCT 30 1998**

Annexation Name **Fairway Estates**

**PLANNING AND BUILDING  
SERVICES**

<u>Required Data</u>	<u>Source</u>	<u>Current</u>	<u>1999</u>	<u>Future Costs</u>
Property Valuation	est. \$250,000 per parcel	\$ 10,032,000	\$ 10,332,960	
Population	98	98	98	
Households	# of parcels = 41	41	41	
Miles of Street	9/10 mile	-	-	
Cumulative Growth	3%			

<u>Estimated 1999 Revenue (98 rates)</u>	<u>Basis</u>	<u>Rate</u>	
General Property Taxes	\$1000 valuation	\$1.6000	\$ 16,533
State Shared Taxes	Per capita	\$60.00	5,880
Real Estate Excise Taxes	assume 2 sales per year	0.5%	2,500
Storm Drainage Fees	Households	\$43.20	1,771
City Taxes		5%	8,000
<b>Total</b>			<b>\$ 34,684</b>

<u>Estimated Annual Expenditures</u>		
Street Maintenance	Mile of streets	\$ 11,000
<b>Total</b>		<b>11,000</b>

**Estimated revenue Over Estimated Expenditures** **\$ 23,684**

<u>Future Improvements:</u>	
Point Fosdick Road	\$ 110,000
36th Street	61,000
Internal Roads	70,000
Storm Improvements - (residential structures and landscaping block internal easements)	unknown
Traffic Light	125,000
<b>Total Future Improvements</b>	<b>\$ 366,000</b>



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE FAIRWAY ESTATES ANNEXATION, GIG HARBOR FILE NO. ANX 98-01, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.**

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WHEREAS, a Notice of Intent to Annex 20 acres of property, commonly known as Fairway Estates, more particularly described in Exhibit "A" (Legal Description), attached hereto and incorporated herein, was signed by owners of ten percent (10%) in value, according to assessed valuation for general taxation of the property for which annexation is sought, and was received by the City on July 13, 1998; and

WHEREAS, the City Council met with the petitioners/owners within sixty (60) days of receive of said notice of intent to annex; and

WHEREAS, the City Council did adopt Resolution No. 521 authorizing circulation of a Petition for Annexation to be signed by owners of not less than sixty percent (60%) in value according to the assessed valuation for general taxation for the property for which annexation is sought, requiring that said property be assessed and taxed at the same rate and basis as other property within the City, and said petition referencing Ordinance 686 which established a zoning of Low Density Residential (R-1) for the area; and,

WHEREAS, the Petition for Annexation was subsequently received by the City and certified by the Pierce County Assessor on October 6, 1998 as legally sufficient, and as containing the signatures of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property described in Exhibit "A"; and

WHEREAS, the property described in Exhibit "A" and proposed to be annexed is contiguous with the City's boundaries, within the City's Urban Growth Area established by Pierce

County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City Council held a public hearing on November 23, 1998, to consider the Petition for Annexation, which hearing was held pursuant to proper notice, during which hearing the Council determined that the proposed annexation was a logical extension of the City's corporate limits; that said property should be annexed to the City; that the property should be required to assume its pro rata share of bonded indebtedness, be assessed and pay taxes at the same rate and on the same basis as other property within the City; and

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

Section 1. The real property commonly known as the Fairway Estates, City File No. ANX 98-01, more particularly described in Exhibit "A", should be and is hereby annexed and made a part of the City of Gig Harbor.

Section 2. Pursuant to the terms of the Annexation Petition, all property within the territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Section 3. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section upon the effective date of the annexation.

Section 4. The Gig Harbor City Clerk hereby declares the property described in Exhibit "A", which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 5. 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 6. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and the property shall be deemed annexed to the City five (5) days after approval by the Pierce County Boundary Review Board.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK:                      November 19, 1998  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE FAIRWAY ESTATES ANNEXATION, GIG HARBOR FILE NO. ANX 98-01, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

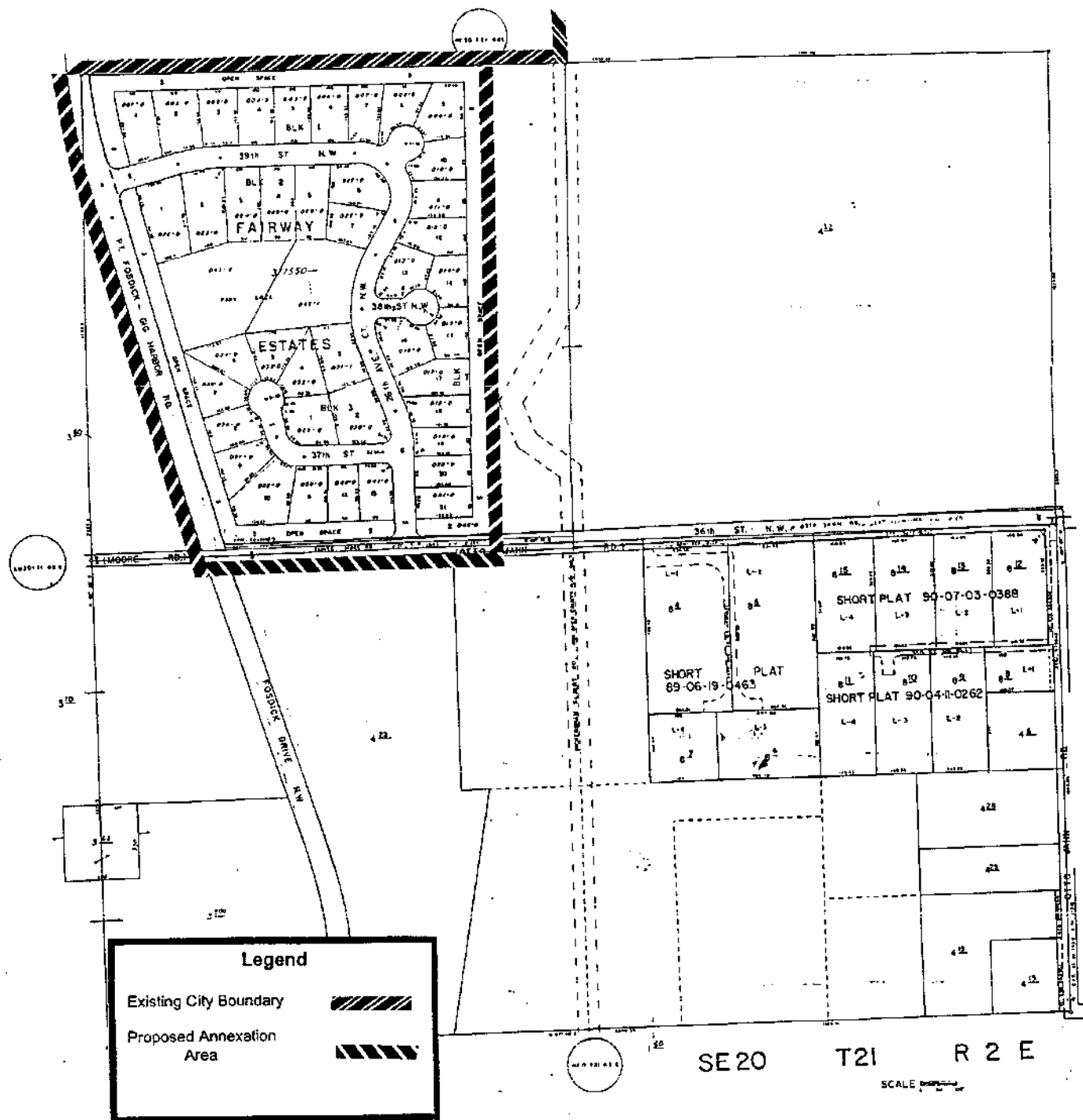
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MOLLY TOWSLEE, CITY CLERK

LEGAL DESCRIPTION  
FAIRWAY ESTATES ANNEXATION  
EXHIBIT A

1 A TRACT OF LAND IN SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.,  
2 MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT WHICH  
3 IS S 02° 12' 31" E, 1277.34' FEET, AND N 87° 27' 40" W, 1540.00' FEET, FROM THE EAST  
4 QUARTER SECTION CORNER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2  
5 EAST, W.M., TO THE TRUE POINT OF BEGINNING. THAT POINT BEING A 2" BRASS  
6 CAP SET IN CONCRETE, HENCE THE TRUE POINT OF BEGINNING, THENCE N 02° 13'  
7 04" W, 1285.47' FEET, ALONG THE EAST LINE, THENCE 1091.34' FEET, S 87° 49' 00"  
8 W, ALONG THE NORTH LINE, THENCE SOUTHEASTERLY ALONG THE CURVE,  
9 HAVING A CENTRAL ANGLE OF 8° 06' 32" LEFT, AND A RADIUS OF 2861.21' FEET,  
10 AN ARC DISTANCE OF 404.97' FEET, WITH A CHORD OF S 13° 29' 20" E, 404.61' FEET  
11 TO THE END OF THE CURVE, THENCE S 17° 32' 35" E, 957.63' FEET, THENCE N 87°  
12 27' 40" E, 759.17' FEET, THENCE N 2° 13' 04" W, 30.00' FEET TO THE TRUE POINT OF  
13 BEGINNING, TOGETHER WITH POINT FOSDICK-GIG HARBOR ROAD AND 36<sup>TH</sup>  
14 STREET N.W. ABUTTING THE ABOVE DESCRIBED PROPERTY.

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26



SECTION  
SE 20


TOWNSHIP  
21 N


RANGE  
2 E

ROAD 3  
SCHOOL 401  
F.P.D. NO 5

SCALE  
1" = 20'

**Legend**

Existing City Boundary 

Proposed Annexation Area 

SE 20 T21 R 2 E

SCALE 1" = 20'

# DRAFT

**REPORT TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD  
NOTICE OF INTENT TO ANNEX  
City of Gig Harbor  
Proposed Annexation: ANX 98-01  
Fairway Estates Annexation**

## **SECTION I: BACKGROUND/MAPS**

1. Proposed Annexation: As established pursuant to RCW 35A.14.120, The City of Gig Harbor proposes to annex approximately 20 acres of property located at the southern-most boundary of the city UGA. The property is generally described as being bordered on the west by Point Fosdick Drive NW, on the south by 36<sup>th</sup> Avenue NW, on the east by Madrona Links Golf Course and on the north by Quail Run Subdivision.

The Gig Harbor City Council adopted Resolution No. 521, with findings, to consider the annexation petition.

2. Ordinance: RESERVED
3. Compliance with the State Environmental Policy Act: In accordance with RCW 43.21C.222. Annexations to cities or towns are exempt from SEPA compliance.
4. Legal Description: A copy of the legal description is attached as Exhibit "A".
5. Maps

The following maps are submitted:

- A. Pierce County Assessor's Parcel Map of the annexation area, reduced to 8 ½ X 14.
- B. City/Annexation Boundary , 8 ½ X 14.
- C. Water Purveyor/District (Not Included in the City of Gig Harbor Comprehensive Water Plan, 1993).
- D. Sewer service lines (City of Gig Harbor Comprehensive Sewer Plan, 1993).

## **SECTION II: FACTORS STATED IN RCW 36.93.170**

# DRAFT

## 1. Overview

### A. Population and Territory

The total acreage proposed for annexation is 20 acres, with 0.9 miles of public road right-of-way. There are 41 parcels with 40 single family residential dwelling units within the subject territory. The total estimated population is 98.

### B. Population Density

With approximately 98 people living in an area of 20 acres proposed for annexation, the population density/acre is 4.9 persons per acre, gross. Based upon PSRC data, (@ 2.47 persons per household), the density is 2 dwelling units per acre. The area is effectively built-out to its maximum potential.

### C. Assessed Valuation

The assessed valuation for the entire annexation area is \$10,032,000. With a current estimated population of 98 people, this yields a per capita assessed valuation of \$102,367. This represents a per capita valuation approximately 2.4 times higher than the Pierce County average.

## 2. Land Area and Land Use

### A. Present Land use (in acres) within the subject area is as follows:

Commercial	--	0
Residential	--	20
Light Industrial	--	0
Public Roads/Right-of-Way	--	0
Undeveloped/Vacant	--	0

### B. Proposed Land Use:

Commercial	--	0
Residential	--	20
Light Industrial	--	0
Public Roads/Right-of-way	--	0

## 3. Comprehensive Use Plan and Zoning



# DRAFT

## A. Pierce County Comprehensive Plan/Development Regulations:

The Pierce County Comprehensive Plan (November 1994) establishes this site as MSF (Medium density single family). Allowable densities under the Pierce County Zoning Code are 4-6 dwelling units per acre. The Pierce County Zoning Atlas designates the site as MSF.

## B. City of Gig Harbor Comprehensive Plan/Zoning Regulations:

The City of Gig Harbor Comprehensive Plan identifies the site as low-density residential (3-4 dwelling units per acre)

The City zoning for this area has been established as R-1 (Single Family Residential), with a base density of 3 dwelling units per acre.

## 4. Planning Data

A. Revenue/Expenditures. Total incremental costs for the annexation area are described in the attached worksheet provided by the Finance Department.

- 1) Estimated City Expenditures: The City's expenditures will be approximately **\$11,000** per year during the first full year after annexation. Over the near term, it is estimated that future city expenditures for the annexation area would total **\$366,000** (see attached worksheet). This would include:

Point Fosdick Avenue Improvements	\$110,000
36 <sup>th</sup> Street Improvements	\$ 61,000
Internal Roads	\$ 70,000
Storm Improvements	Unknown
Traffic Light	\$125,000

- 2) Estimated City Revenues

Currently, the assessed valuation is \$10,032,000 and the regular property tax rate is \$1.60 per \$1000 of valuation for estimated property tax revenues of **\$16,533 per annum**.

The State shares various revenues with cities based on population. At \$60 per capita, the estimated revenue would be **\$5,880 (1998)**.

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Estimated revenues from City charges for Storm Drainage fees is **\$1,771**.

Real estate excise taxes (assuming two sales per year) from the area are estimated to be **\$2,500 per annum**.

Estimated City utility taxes (5%) is **\$8,000 per annum**.

Total estimated revenues in the full year following annexation are **\$34,684**. Estimated revenue over expenditures is **\$23,684 per year**.

- 3) **Estimated County Revenues Lost:** The County will continue to receive its regular property taxes but will lose road tax revenues when the City begins to receive property taxes, as explained above. The County Road Tax rate is \$2.2096 per \$1000 of valuation for a total of \$ 22,160 per year. The County charges \$10 per year for Surface Water Management, for an estimated total of \$5000, which will be lost at the same time as property taxes. The County does not charge a utility tax. Total identified revenue losses to the County are approximately \$27,160
- 4) **Estimated County Expenditure Reduction:** The County's level of service in the expenditure areas analyzed above are lower than the City's. No reduction in Police expenditures or administrative staff is anticipated. The reduction in surface water maintenance expenditures is estimated to be comparable to the related revenues of \$5000. Also, identified future potential improvements to Point Fosdick Drive, 36<sup>th</sup> Street NW, internal road systems and a traffic light would total \$366,000. The total estimated expenditure reduction to the county would be \$371,000.

## B. Services

### 1) Water

The water service to the area proposed for annexation is currently being provided by Harbor Water, a privately-owned water company. The area is not included in the City of Gig Harbor's Comprehensive Water System Plan Update (December 1993). Municipal water is not proposed for this area.

### 2) Sanitary Sewer

The area is currently served by on-site septic systems. Municipal sewer is currently provided to the commercial areas to the north.

# DRAFT

## 3) Fire Service

No change from present. Service is provided by Pierce County Fire District #5.

## 5. General

A. ULID No. 2 was formed in 1989 and principally serves the business properties and limited residential development north of the annexation area.

B. Topography, Natural Boundaries, Drainage Basins and proximity to other population areas.

The topography of the subject area slopes to the south and southwest at 10-15%. No natural wetlands have been identified within the annexation area. The community swimming pool does not qualify as a natural wetland.

C. Estimated Growth for the Next Ten Years

The annexation area is effectively built-out. The population for the area is considered stable.

D. Municipal or community services relevant to this proposal.

Currently, the Pierce County Library system manages a branch on Point Fosdick Drive. Library services will not change as a result of the annexation. There are not any public parks facilities within the annexation area.

E. Evaluation of the present services to the area and estimate of future needs and costs.

### Sanitary Sewer

The site is served by on-site septic systems. Should City of Gig Harbor sewer be requested, sewer service lines (consistent with the City of Gig Harbor Comprehensive Sewer Plan) could be extended south to the site. The costs would be borne by the benefited population. This area is not currently included within the Comprehensive Sewer Plan.

### Water

The City of Gig Harbor does not provide potable water to this area as the

# DRAFT

## Streets

The site is bordered by two public streets (Point Fosdick Avenue and 36<sup>th</sup> Street NW). The internal road system is public. 36<sup>th</sup> Street NW has been identified in the draft Environmental Impact Statement for the Narrows Bridge Corridor project as a likely interchange area for access to and from SR-16. The City Public Works Department has reported that several improvements would be needed for both fronting streets, including a traffic light at 36<sup>th</sup> and Point Fosdick. Estimated costs for future transportation improvements are \$366,000.

## Storm Water Management

It is unknown at this time what, if any, storm water improvements would be required. Currently, there are residential structures and landscaping which block internal storm drainage easements.

## Police

No additional staff is anticipated .

## Planning-Building

No additional staff is anticipated .

## Administration: Finance

No additional staff is anticipated.

## Public Works Department

No additional staff is anticipated.

6. Factors considered pursuant to RCW 36.93.180 (in order, as stated).
  - A. The proposed annexation could result in improved services to the area from the municipality. Annexation to the City is a reasonable extension of the City boundaries and is within the City's Urban Growth Area (UGA). The proposed boundaries so derived preserve natural neighborhoods.
  - B. The proposed annexation area is served by two principal streets which receive "comparatively" moderate to heavy use: Point Fosdick Drive NW provides principal access to SR-16, the

# DRAFT

commercial/retail core to the north and residential developments south of the commercial core. It links directly with Olympic Drive NW to the north and is also a principle linkage to SR-16. The south boundary of the annexation area is accessed by 36<sup>th</sup> Street NW, which turns into Otto Jahn Road approximately ¼ mile east of the annexation area. Otto Jahn Road provides access to SR-16 to the south .

- C. The annexation area represents the southern-most boundary of the UGA and is a reasonable expansion of the city's corporate limit.
- D. The proposed boundary is a reasonable extension of the city limits and uses existing roads and parcel features as determinants of the annexation area. It is also entirely within the City's designated Urban Growth Area and, under the Growth Management Act, is a legitimate extension of the city's corporate boundary.
- E. Not applicable. Gig Harbor is the only incorporated city on the Gig Harbor Peninsula.
- F. Not applicable. The proposal does not result in the dissolution of inactive special purpose boundaries.
- G. The boundaries so defined are aligned with the City's UGA. The new city boundary would encapsulate all of the UGA within this area.
- H. For the reasons identified in A thru D, above, the area is urban in character or is urbanizing, it is adjacent to a City which has the services available to provide urban types and intensity of uses and it is appropriate to consider this area as a part of the City of Gig Harbor due to its proximal location.
- I. The area proposed for annexation is not characterized by long-term resource or agricultural production. This area has not been identified either by Pierce County or the City of Gig Harbor as agricultural or resource lands pursuant to the Growth management Act. There are not any identified natural wetlands on the site.

## 7. Utility/Local Services

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- A. Sanitary Sewer: The area to the north is served by the City of Gig Harbor municipal waste water treatment plant through a ten-inch gravity main which lies north of the Olympic interchange area. The annexation area utilizes on-site septic systems for sewage disposal.
- B. Water: The area is currently served by Harbor Water, a privately owned water company. City water service is not proposed for this area.
- C. Fire Protection: The area is served by Pierce County Fire District #5 (FD 5). The FD 5-1 station is located on Kimball Drive, which is approximately 1.5 miles from the center of the proposed annexation area. Station FD 5-2 is located south of the annexation area, approximately 0.75 miles distance. FD 5 estimates a response time of 3-4 minutes to this area. FD 5 is served by 43 personnel and has a full complement of emergency equipment including medic-aid service.
- D. Schools: The area is served by the Peninsula School District (Peninsula 401). Harbor Heights Elementary School (36th Street NW) and Goodman Middle School (38th Avenue NW) are located immediately outside of and west of the annexation area. These would not be affected by the annexation.
- E. Pierce County Library System maintains a branch at 4424 Point Fosdick Drive NW. No change in service is anticipated as a result of the annexation.

**DRAFT**

**REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 9, 1998**

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

**CALL TO ORDER:** 7:04 p.m.

**PUBLIC HEARING:**

1999 Proposed Budget. Mayor Wilbert opened the public hearing at 7:04 p.m. Dave Rodenbach, Finance Director, presented the 1999 preliminary budget, which represents an 8% increase over 1998. Total budgeted expenditures of \$16,375,036 represent a 3% increase over 1998 and budgeted ending fund balance of \$2,340,464, is a 68% increase over 1998.

There were no public comments, and the public hearing was closed at 7:06 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 26, 1998 City Council meeting.
2. Correspondence / Proclamations – Informational.  
Tacoma Art Museum – Invitation.
3. Approval of Payment of Bills for 11/09/98:  
Checks #21266 through #21362 in the amount of \$47,906.44. (# 21265 void)
4. Approval of Payroll for October.  
Checks #16552 through #16700 in the amount of \$255,342.18.
5. Liquor License Application (Amended) – Pinocchio's L.L.C.
6. Liquor License Renewals – J.T.'s Original Louisiana Bar-B-Que;  
Bayview Grocery and Deli; Uddenberg's Thriftway #277.
7. Jerisich Park Dock Improvement Project – Contract Closure.

**MOTION:** Move to approve the consent agenda.  
Picinich/Young – unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Repeal of GHMC Chapter 5.04 Amusement Devices.  
Mark Hoppen, City Administrator explained that the Council approved a motion to repeal the amusement fee provision of the Gig Harbor Municipal Code. The first reading of the ordinance was given at the October 26<sup>th</sup> council meeting.

**MOTION:** Move to approve Ordinance No. 804 relating to the regulation of amusement devices and the repealing of Chapter 5.04  
Ekberg/Picinich – unanimously approved.

2. Second Reading of Ordinance – Levying General Property Taxes for 1999. Dave Rodenbach presented the second reading of the 1999 property tax levy. The amount of \$981,109 represents an increase in tax revenues of 6% over 1998.

**MOTION:** Move to adopt Ordinance No. 805, levying general property taxes for 1999.  
Owel/Ekberg – unanimously approved.

3. Second Reading of Ordinance – Amending Title 19 of the GHMC – Administration of Development Regulation. Ray Gilmore, Planning Director presented the second reading of an ordinance which amends Title 19 of the Gig Harbor Municipal Code, which governs permit processing administration of land use development applications. Since the adoption of Title 19, several amendments were made to the State Regulatory Reform Act. Additionally, several errors within the ordinance were discovered and needed to be corrected. Also there is a provision to make the pre-application conference optional for the developer.

**MOTION:** Move to adopt Ordinance No. 806, with the revision of an optional pre-application conference, and posting notices, which were retained per Council request at the first reading.  
Picinich/Young – unanimously approved.

**NEW BUSINESS:**

1. Peninsula School District's Proposal for the City to Adopt a School Impact Fee. Mark Hoppen introduced information that RCW 82.02.050 through 82.02.090, adopted in 1990, allows cities to adopt ordinances imposing impact fees on new development for various items, including school facilities. In 1994, the City Attorney was asked to provide a draft school impact fee ordinance, which was forwarded to Peninsula School District. The reply from the School District raised a number of issues. Carol Morris, City Attorney, addressed the issue of an indemnification and hold harmless agreement by the School District for the adoption and implementation of an impact fee program. There is no precedent as to what to expect in the way of litigation at this point.

Councilmember Picinich expressed concern about the amount of time spent by City employees to collect revenue for the School District. He sees a need for a way to collect fees for services rendered by City employees.

Clark Davis, 300 Pt. Fosdick Place. Mr. Davis is acting as legal representative for the Peninsula School District. He has two children in District schools, and is a long time and active supporter of the District. He explained that with rapid development within the School District boundaries, schools are not being constructed to keep up with the influx of students. School Impact Fees can only go to capital expenditures, such as new



buildings – not maintenance – and are a tool to help offset some of this need. The District has some opportunity to collect fees through SEPA at this time, but it is limited, and not as adequate a mechanism as an impact fee ordinance. The District is not in the position to offer an indemnity and hold harmless agreement on an ordinance which would be drawn up by the City. He stated this is a joint effort between the City and the School District and he feels if the two entities join together to write a good ordinance, no meritorious lawsuit would be filed. The District hopes that the City will work together with them to draft an ordinance that will benefit all the children living in the City.

Mark Mitrovich, 13407 55<sup>th</sup> Ave. N.W. Dr. Mitrovich is Superintendent of Peninsula School District. He stated there is about an \$8.00 cost associated with collecting a flat fee with the County. He stated that no lawsuit has been filed regarding the impact fee collections. He said the School District cannot take in more children without the wherewithall to deal with the population issue. He said there is no way that the risk management pool for the District will allow them to indemnify the City in this instance and that additional insurance would be necessary if the District was to indemnify.

Jack Darragh, 3620 40<sup>th</sup> St. Ct. N.W. Mr. Darragh is a member of the Peninsula School District Board, and a resident of Gig Harbor. He stated that education is the number one concern of taxpayers nationwide, regardless of political lines or parochial interests. He read a list of 21 state communities who have impact fees in effect. He suggested that the City check with them to see if they have had problems.

Marcia E. Harris, Post Office Box 269, Wauna. Assistant Superintendent of Peninsula School District. Ms. Harris stated that she feels both sides should go back to the table and that there is middle ground to be found on this issue. She does not believe that the burden of collecting the fees would fall onto the City. She has experience dealing with the impact fees, and stated that a satisfactory agreement can be reached.

Betty Ringlee, 11313 67<sup>th</sup> Ave. N.W. Ms. Ringlee is a member of Peninsula School District Board. She has been actively participating in the discussions with City staff and District staff, and is an advocate for impact fees. She is a paid Pierce County Council member, and has been in many discussions for many years to create impact fees for both parks and schools. The public expects elected officials to secure every means possible to fund the schools. She stated her surprise at the length of time it has taken to get to this point and asked for help in expediting this important matter.

Councilmember Owel reiterated that the need for impact fees is not the issue, but the indemnity agreement should be considered again. Several councilmembers requested to be included in further discussions between the District and the City. Councilmembers Young, Ekberg and Dick were appointed by the Mayor to serve with Carol Morris and Mark Hoppen on a committee to meet with the School District to look at other agreements and options and try to negotiate an agreement for impact fees. It was stressed by the Mayor and Council that this needs to be done as soon as possible, because of the length of time it has taken to get this far.

2. First Reading of Ordinance – 1999 Budget. Dave Rodenbach presented the 1999 budget, which represents an increase of 8% over 1998. Capital projects expenditures account for 41% of the total, while salaries and benefits make up 20%. This ordinance will return at the next meeting for a second reading.
3. Request for Consideration to Annex (10% petition) - Norwegian Woods Subdivision. Ray Gilmore presented a petition from two property owners within Norwegian Woods Subdivision for annexation into the City. He suggested that two parcels in the northwest corner be included in this annexation. He passed out a draft resolution reflecting this change. Ray requested that no action be taken on the resolution until he receives the new legal description from the County for the entire area. After review of the R.C.W., it was decided that no action would be taken this evening, and Ray will present the required paperwork to the Council after receiving the legal description from the County.
4. Purchase of System Server. Mark Hoppen introduced Kay Truitt, Information Systems Specialist for the City, who requested additional funds to meet objective #11 of the 1998 Budget. This request is for an additional \$1,654.09 to purchase the file serve from Dell.

**MOTION:** Move to approve the additional expenditure, for the total amount of \$7,654.09 with Dell Computer.  
Dick/Owel. Unanimously approved.

5. Application for Chamber of Commerce Membership. Mark Hoppen requested that the City become a full member in the Gig Harbor/Peninsula Chamber of Commerce. He said this would entitle staff and elected officials to full participation and exchange of information with a major segment of the business community. Councilmembers had some questions regarding the appropriateness of this membership, and what the legal ramifications may be.

**MOTION:** Move to table this request to get more information regarding the concerns that were discussed.  
Ekberg/Dick. Three in favor, Young, Picinich against.  
Motion passed.

**PUBLIC COMMENT/DISCUSSION:** None.

**COUNCIL COMMENTS:** None

**STAFF REPORTS:** None submitted.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Budget work session – Court, Administration, Finance, Planning, Police – 6:30 p.m., November 16, 1998, at City Hall.

2. Budget work session – Parks, Streets, Water, Sewer, Storm – 6:30 p.m., November 17, 1998, at City Hall.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:55 p.m.  
Ekberg/Owel - unanimously approved.

Cassette recorder utilized:  
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Tape 508 Entire Tape.  
Tape 509 Side A All.  
Tape 509 Side B 000 - 053

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Mayor

---

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**  
**SUBJECT: SECOND READING - 1999 BUDGET ORDINANCE**  
**DATE: NOVEMBER 18, 1998**

### **BACKGROUND**

The total budget is \$19,075,501, an increase of \$1,418,247 (8%) over the 1998 budget. Total budgeted expenditures are made up of budgeted expenditures of \$16,375,036, a 3% increase over 1998, and budgeted ending fund balance of \$2,340,464, a 68% increase over 1998.

Capital projects expenditures account for 41% (\$7,948,300) of total city expenditures. Some of the projects include the East/West Road Project (\$1,315,000), Rosedale Street Improvements (\$992,000), Kimball Drive Park and Ride (\$1,110,000) and Point Fosdick Drive Improvements (\$667,000).

Salaries and benefits account for 20% (\$3,765,675) of the city's overall budget. This represents an increase of \$401,628 (12%) over 1998. The increase is largely due to the planned addition of four positions in 1999. The additional positions are an associate engineer, one and one-half FTE construction inspectors, one-half FTE public works clerk and a planning-building inspector. Also, the increase partly reflects a 2.5% COLA increase for all employees and a 1.5% negotiated increase for members of the Police Officer's Guild.

Inter-fund transfers are \$2,172,000 or 11% of budget. The transfers include \$300,000, \$250,000, and \$125,000 from the General Fund to the 1997 L.T.G.O., Property Acquisition, and Street Operating Funds; \$660,000 and \$475,000 from the Capital Improvement and Capital Asset Funds to the Street Fund; and \$150,000 from the Water Fund to the Water Capital Asset Fund.

### **RECOMMENDATION**

Staff recommends adoption of the 1999 budget ordinance.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG  
HARBOR, WASHINGTON, FOR THE 1999 FISCAL YEAR.**

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**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 1999 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 9 and November 23, 1998 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 1999 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 1999 proposed budget; and

**WHEREAS**, the 1999 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 1999 and being sufficient to meet the various needs of Gig Harbor during 1999.

**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 1999 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 1999 are set forth in summary form below, and are hereby appropriated for expenditure during the year 1999 as set forth below:

**1999 BUDGET APPROPRIATIONS**

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$858,100
02 LEGISLATIVE	30,150
03 MUNICIPAL COURT	297,430
04 ADMINISTRATIVE/FINANCIAL	550,988
06 POLICE	1,367,918
14 PLANNING / BUILDING	521,850
15 PARKS AND RECREATION	634,295
16 BUILDING	123,770
19 ENDING FUND BALANCE	<u>329,440</u>
001 TOTAL GENERAL FUND	4,713,941
101 STREET FUND	5,080,500
105 DRUG INVESTIGATION FUND	12,500
107 HOTEL-MOTEL FUND	60,500
109 PROPERTY ACQUISITION FUND	1,725,000
203 '87 GO BONDS - SEWER CONSTRUCTION	295,000
208 '97 LTGO BONDS	297,500
301 GENERAL GOVT. CAPITAL ASSETS	665,000
305 GENERAL GOVT. CAPITAL IMPROVEMENT	480,000
401 WATER OPERATING	891,500
402 SEWER OPERATING	933,037
407 UTILITY RESERVE	555,000
408 UTILITY BOND REDEMPTION FUND	898,500
410 SEWER CAPITAL CONSTRUCTION	893,500
411 STORM SEWER OPERATING	456,448
420 WATER CAPITAL ASSETS	1,115,000
605 LIGHTHOUSE MAINTENANCE TRUST	<u>2,575</u>
TOTAL ALL FUNDS	<u>\$19,075,501</u>

Section 3. Attachment "A" is adopted as the 1999 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 1999 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 23th day of November, 1998.

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Gretchen A. Wilbert, Mayor

ATTEST:

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Molly Towslee, City Clerk

Filed with city clerk:

Passed by the city council:

Date published:

Date effective:



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

On \_\_, 1998, 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 1999 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, 1998.

BY: \_\_\_\_\_  
Molly M. Towslee, City Clerk

**ATTACHMENT "A"**

**1999 SALARY SCHEDULE**

POSITION	RANGE	
	Minimum	Maximum
City Administrator	\$ 5,227	\$ 6,533
Public Works Director	4,614	5,767
Chief of Police	4,557	5,696
Finance Director	4,339	5,423
Planning Director	4,087	5,108
Police Lieutenant	4,047	5,058
Public Works Supervisor	3,712	4,640
Project Engineer	3,691	4,613
Police Sergeant	3,640	4,550
Fire Marshal/Building Official	3,560	4,450
Sewer Plant Supervisor	3,553	4,441
Associate Engineer	3,420	4,275
Foreman	<del>3,165</del> 3,169	<del>3,956</del> 3,961
Police Officer	3,165	3,956
Information System Specialist	3,060	3,825
Planning Associate	<del>3,047</del> 3,135	<del>3,808</del> 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	<del>2,774</del> 2,906	<del>3,467</del> 3,632
Engineering Technician	<del>2,666</del> 2,672	<del>3,332</del> 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



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98336  
(253) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: APPLICATION FOR CHAMBER OF COMMERCE**  
**MEMBERSHIP**  
**DATE: NOVEMBER 16, 1998**

#### **INFORMATION/BACKGROUND**

The City is currently an honorary member of the Chamber of Commerce. As such, the city participates in a limited manner in Chamber activities. Membership in the Chamber would entitle staff and elected officials to full participation and exchange of information with a major segment of the business community.

*Council asked that the request for membership made at the last Council Meeting be tabled until the appropriateness and legal ramifications of membership could be further researched.*

#### **POLICY CONSIDERATIONS**

Locally, numerous jurisdictions belong to the Chamber of Commerce in their localities, including, University Place, Lakewood, the Pierce County Executive's Office, Steilacoom, Edgewood, Puyallup, Sumner and Fife. A brief, partial survey of the state reveals that Anacortes, Covington, Brewster, Burlington, Ellensburg, Bainbridge Island, Aberdeen, Vancouver, Chehalis, Pasco, Kennewick, Everett, Lynnwood, Bellingham, Spokane, Walla Walla and Kirkland are also members. Some jurisdictions elect not to be members (see the attached memo from Marie Sullivan). It is a legitimate act for local jurisdictions to belong to the Chamber of Commerce.

Cities that provide memberships should follow the policy guidelines in the attached memorandum from the State Auditor's Office.

#### **FISCAL CONSIDERATIONS**

As a municipal corporation, the City of Gig Harbor is eligible for membership in the Chamber's Business/Professional category for businesses with 50 or more employees. The membership fees amount is currently \$475 annually.

#### **RECOMMENDATION**

I recommend that the City Council move to approve annual membership in the Gig Harbor/Peninsula Area Chamber of Commerce.

F-6v1200



**Washington State Auditor**  
**Brian Sonntag**

Legislative Building  
PO Box 40021  
Olympia, Washington 98504-0021

(206) 753-5277  
SCAN 234-5277  
FAX (206) 753-0646 SCAN 234-0646

November 17, 1995

**Subject: Municipal Corporation Memberships in Civic and Service Organizations**

We are pleased to provide you with the attached Bulletin which provides guidance for entities that choose to provide payment for employee membership in civic and service organizations.

The Bulletin outlines suggested policy guidelines for municipal corporations to adopt to ensure employee memberships are justified and that risks associated with employer paid memberships are minimized.

This information represents a revised opinion from this office as to the potential benefits a municipal corporation can derive from employee membership in civic and service organizations. We think this will allow you greater flexibility in choosing how your municipal corporation participates in your community.

I invite you to share this information with your staff. If you have any questions, please contact your local Audit Manager (list of names and phone numbers attached).

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "B. Sonntag".

**BRIAN SONNTAG**  
**STATE AUDITOR**

BS:af  
Attachments

NOV 20 1995

<b>STATE OF WASHINGTON</b> <b>State Auditor's Office</b> <b>Audit Services</b>	<b>BULLETIN</b>	<b>No. 013</b> <b>Pages: 1 of 2</b> <b>Date: 10/24/95</b>
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**TO:** All Political Subdivisions  
**FROM:** Lee Reaves, Deputy State Auditor  
**SUBJECT:** Municipal Corporation Memberships In Civic And Service Organizations

The State Auditor's Office (SAO) has long advised that, generally speaking, payments by municipal corporations, on behalf of employees and officers, for memberships in civic and service organizations were inappropriate. Our stance was based on consistent guidance from the Attorney General's Office (AG) which held that municipal corporations lacked statutory authority to make such payments. Exceptions to this position were allowed for memberships in industry-related associations in which a direct benefit derived from membership could be demonstrated. In some cases, membership in Chambers of Commerce was also allowed for enterprise operations (PUD's, Water/Sewer Utility, etc.).

In recent years there has been a dramatic shift in business, social, and governmental cultures which has impacted the way the legal community views implied powers of municipal corporations. Included in this contemporary analysis is a recognition that membership in a local civic or service organization may, indeed, benefit a municipal corporation.

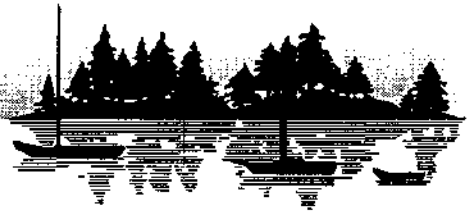
Subsequent to recent consultations with the AG's office the SAO has concluded that examiners should look to the intent of membership payments by a municipal corporation (NOTE: Payments of memberships to fraternal organizations, or community/social organizations such as golf and country clubs, should continue to be questioned). While municipal corporations have no obligation to pay for employee and officer memberships, should they choose to do so, a formal policy should be adopted to include:

- A. The legislative body's intent that officers and employees be active participants in service and civic organizations.
- B. Those service and civic organizations to whom membership fees will be paid on behalf of officers and employees.
- C. The limit on the number of individuals for whom membership payment will be made to any one organization, and a delineation of criteria for multiple memberships.
- D. The benefit which the municipal corporation will derive from the membership in an organization, and the authorized activity to which such benefit is related.
- E. Those municipal corporation positions for which membership fees will be paid.

GIG HARBOR & PENINSULA AREA  
**CHAMBER OF COMMERCE**

3302 HARBORVIEW DR., STE. 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881

November 13, 1998



Mr. Mark Hoppen  
Administrator, City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98332

Dear Mark:

Thank you for the interest in joining the Gig Harbor Peninsula Area Chamber of Commerce as an official member. Many cities are members of their Chambers, and I've outlined just a quick survey of cities around the state and area for your information:

- Paying Members – Bainbridge Island, Lakewood, Fife, Puyallup, Aberdeen, Vancouver, Chehalis, Pasco, Kennewick, Snohomish County (Everett, Lynnwood), Bellingham, Spokane, Walla Walla.
- Mayor is a member – Poulsbo, Port Orchard.
- Not members of the Chamber – Silverdale, Bremerton, Tacoma, Richland, Seattle (parts of King County are).

One of the concerns I've heard raised about the membership in the Chamber is that it might be a conflict of interest. I don't believe it would, mainly because the City would be one member of nearly 400 dues-paying members, and those members represent a diversity of occupations, interests, and needs. We frequently survey members to make sure our programs, positions and projects are beneficial to members and reflect a majority opinion. That doesn't mean we have perfect consensus among membership, and we sometimes take positions even if we don't have total agreement. In those circumstances, we use our vision statement as a guide: *Be the community leader in providing a vibrant economic base that creates good jobs, a clean environment and a desirable place to live.*

More importantly, I believe city membership in the Chamber will result in stronger communication, better relationships, and increased understanding. We partnered well on the Maritime Gig, and I believe there are other areas of common values and agreement where we can work together in making that vision statement a reality. On other issues, we may take different points of view, and be advocates for separate positions. That's okay. It's through diversity and an "inclusive" approach that better decisions are made.

If I can answer any questions, please give me a call.

Best wishes,

  
Marie Sullivan

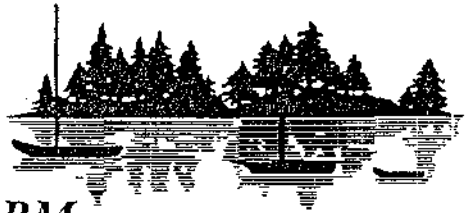
File

## 1998-99 Chamber Goals

- Create a strong, pro-active, visible information campaign in support of K-20 education.
- Develop specific programs and systems to increase the value of Chamber membership to current and prospective members.
- Promote local transportation improvement projects and create support for long-term transportation solutions.
- Promote Gig Harbor as a destination to visitors and promote local businesses to residents.
- Establish, maintain and/or improve relationships with government entities and economic development organizations.

GIG HARBOR ✓ PENINSULA AREA  
**CHAMBER OF COMMERCE**

3302 HARBORVIEW DR., STE. 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881



**MEMBERSHIP FORM**

Business Name CITY OF GIG HARBOR

Key Contact MARK HOPPEN, CITY ADMINISTRATOR

Phone Number 851-8136 Fax Number 851-8563

Mailing Address 3105 JUDSON ST., GIG HARBOR,  
WA 98335

Business Address (if different than above) —

Type of Business MUNICIPAL CORPORATION ( B-6 )

# of Employees 53

Email harbor@harbarnet.com

Amount paid \$475

Join date \_\_\_\_\_

*Dues are payable in advance. Includes annual subscription to Chamber Newsletter; listing in Business Directory and website; advertising discounts; and much more!*

*Your Chamber investment is tax deductible as a business expense.*

ANNUAL MEMBERSHIP DUES			
Type of Business	# of Employees	Dues Amount	Office Code
Business/Professional	1-2	\$145.00	B-1
	3-8	\$235.00	B-2
	9-13	\$315.00	B-3
	14-19	\$385.00	B-4
	20-49	\$435.00	B-5
	50 & over	\$475.00	B-6
Financial Institutions and Utilities	1-5	\$385.00	F/U-1
	6-10	\$725.00	F/U-2
	10 & over	\$1,105.00	F/U-3
Individual Members	59 & under	\$120.00	I
	60 & over	\$60.00	SC

*Dues may be paid by check, VISA or Mastercard*





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

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

**TO: MAYOR WILBERT CITY COUNCIL**  
**FROM: DAVID RODENBACH**  
**DATE: NOVEMBER 19, 1998**  
**SUBJECT: RE-ENACTMENT OF THE HOTEL - MOTEL TAX**

### **BACKGROUND**

The Lodging Tax Advisory Committee met November 10, 1998 to discuss possible changes to the hotel-motel tax. Currently, the total tax is ten percent (10%); 6% is sales tax, 2% is the basic hotel-motel tax (currently goes to Pierce County), and 2% is the "special" hotel-motel tax that the city currently receives.

The 1998 Legislature enacted changes to the hotel-motel excise tax statutes. One change that is of particular importance to Gig Harbor is that the City's ability to enact a "special" portion of the hotel-motel tax from 1% to 5% was preserved through December 31, 1998. The City is currently collecting a 2% "special" tax. If the City wants to maintain this "special" hotel-motel tax, it must re-enact the tax prior to January 1, 1999.

### **POLICY CONSIDERATIONS**

The Lodging Tax Advisory Committee prefers to leave the rate charged to customers unchanged. Therefore, the Committee recommends a basic hotel-motel tax rate of 2% and a "special" hotel-motel tax rate of 2%. Removing the "special" tax of 2% would not lower taxes because Pierce County has a 4% rate and would receive the difference between their rate and the City's.

The City possibly can take this opportunity to preserve its future ability to enact the "special" hotel-motel tax rate of 5%. Because the tax rate that is in effect January 1, 1999 is grandfathered, the City could enact the 5% "special" tax effective January 1, 1999 and subsequently lower the tax to 2% effective January 2.

### **FINANCIAL CONSIDERATIONS**

1998 hotel-motel tax revenues generated by the Gig Harbor lodging industry are expected to be \$60,000. Of this Pierce County receives one-half. Therefore, enactment of the 2% basic tax and a 2% "special" hotel-motel tax will double the City's hotel-motel tax revenues without increasing taxes on lodging stays within the City.

### **RECOMMENDATION**

Staff recommends enactment of a basic hotel-motel tax rate of 2% and a special hotel-motel tax rate of 5% with the special rate changing to 2 % effective January 2, 1999.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING A SPECIAL EXCISE TAX OF SEVEN PERCENT ON THE SALE OR CHARGE MADE FOR THE FURNISHING OF LODGING BY ANY HOTEL, ROOMING HOUSE, TOURIST COURT, MOTEL OR TRAILER CAMP, AND THE GRANTING OF ANY SIMILAR LICENSE TO USE REAL PROPERTY, LOWERING THAT TAX TO FOUR PERCENT ONE DAY AFTER IT BECOMES EFFECTIVE, ESTABLISHING A SPECIAL FUND FOR THE TAX; AND PROVIDING PENALTIES FOR NON-PAYMENT OF THE TAX OR VIOLATION OF THE REQUIREMENTS OF THE TAX.

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WHEREAS, RCW 67.28.180, provides that cities are authorized to levy and collect a special excise tax not to exceed two percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, RCW 67.28.181(2)(a), provides that cities are authorized to levy and collect an additional special excise tax not to exceed the percentage that the City was authorized to levy and collect prior to July 27, 1997; and

WHEREAS, prior to July 27, 1997, the City of Gig Harbor was authorized to levy and collect an additional special excise tax not to exceed five percent pursuant to RCW 67.28.182; and

WHEREAS, by enacting the seven percent special excise tax authorized by RCW 67.28.180 and RCW 67.28.181 to be in effect for only one day on January 1, 1999, the City intends to preserve its authority to enact such a tax at a later date;

WHEREAS, RCW 67.28.1815, provides that such tax shall be levied only to pay

all or any part of the cost of tourism promotion acquisition of tourism-related facilities, or operation of a tourism-related facility, and

WHEREAS, the City Council desires to establish and levy such tax for the purposes provided by statute, now, therefore,

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

Section 1. Chapter 3.27 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

Section 2. There is levied a special excise tax of seven percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW. The tax imposed under Chapter 82.08 RCW applies to the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, or trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property. It shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. This section shall take effect on January 1, 1999, and shall be repealed on January 2, 1999, in favor of Section 3 below.

Section 3. There is levied a special excise tax of four percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW. The tax imposed under Chapter 82.08 RCW applies to the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, or trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real

property. It shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. This Section shall take effect on January 2, 1999, to replace Section 2 above.

Section 4. The definitions of "selling price," "seller," "buyer," "consumer," and all other definitions as are now contained in RCW 82.08.010, and subsequent amendments thereto, are adopted as the definitions for the tax levied in this chapter.

Section 5. The tax levied in this chapter shall be in addition to any license fee or any other tax imposed or levied under any law or any other ordinance of the City; provided, the first two percent of the tax shall be deducted from the amount of tax the seller would otherwise be required to collect and pay to the Department of Revenue under Chapter 82.08 RCW.

Section 6. There is created a special fund in the treasury of the City and all taxes collected under this chapter shall be placed in this special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities, or to pay for any other uses as authorized in Chapter 67.28 RCW, as now or hereafter amended.

Section 7. For the purposes of the tax levied in this chapter:

A. The Department of Revenue is designated as the agent of the City for the purposes of collection and administration of the tax.

B. The administrative provisions contained in RCW 82.08.050 through 82.08.070 and in Chapter 82.32 RCW shall apply to administration and collection of the tax by the Department of Revenue.

C. All rules and regulations adopted by the Department of Revenue for the

administration of Chapter 82.08 RCW are adopted by reference.

D. The Department of Revenue is authorized to prescribe and utilize such forms and reporting procedures as the Department may deem necessary and appropriate.

Section 8. It is unlawful for any person, firm, or corporation to violate or fail to comply with any of the provisions of this chapter. Every person convicted of a violation of any provision of this chapter shall be punished by a fine in a sum not to exceed \$500.00. Each day of violation shall be considered a separate offense.

Section 9. 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 10. This ordinance shall take effect and be in full force on January 1, 1999 that being five (5) days after publication of an approved summary 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:  
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, WASHINGTON, LEVYING A SPECIAL EXCISE TAX OF SEVEN PERCENT ON THE SALE OR CHARGE MADE FOR THE FURNISHING OF LODGING BY ANY HOTEL, ROOMING HOUSE, TOURIST COURT, MOTEL OR TRAILER CAMP, AND THE GRANTING OF ANY SIMILAR LICENSE TO USE REAL PROPERTY, LOWERING THAT TAX TO FOUR PERCENT ONE DAY AFTER IT BECOMES EFFECTIVE, ESTABLISHING A SPECIAL FUND FOR THE TAX; AND PROVIDING PENALTIES FOR NON-PAYMENT OF THE TAX OR VIOLATION OF THE REQUIREMENTS OF THE TAX.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

---

CITY CLERK, MOLLY TOWSLEE







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: HOGAN SEWER REQUEST**  
**DATE: NOVEMBER 19, 1998**

*MHS*

#### **INFORMATION/BACKGROUND**

ShareWay, Incorporated (Wayne and Sharon Hogan) and Roland and Roland, Inc., the immediate properties south of Purdy Bridge and west of SR-302 (see attached vicinity and parcel maps), are requesting connection to city sewer. These properties are all within the Urban Growth Boundary and are all subject to latecomers fees subject to an interlocal agreement. These businesses and properties are existing sites with no development or re-development proposed at this time.

#### **POLICY CONSIDERATIONS**

Connection to city sewer will contractually bind the development or re-development of these properties to city standards, including comprehensive land use standards, zoning regulations, design review guidelines, public works standards, and building and fire code standards. These connections were originally anticipated in the extension of sewer to the Peninsula School District.

#### **FISCAL CONSIDERATIONS**

\$100 has been paid in application. \$1016 must be paid in capacity commitment payment within 45 days of Council action (the contract date). The remainder of the fee for 8 ERUs must be paid within the contract term (1 year) at the current rate for the zone at the time of connection (currently \$2540 per ERU). \$21,138.08 will be paid in latecomers and administrative fees per the contract terms, unless the construction index increases the cost for both connection and latecomers fees prior to payment. Full payment at the current connection rate would result in \$19,124.96 paid in latecomers fees to the Peninsula School District

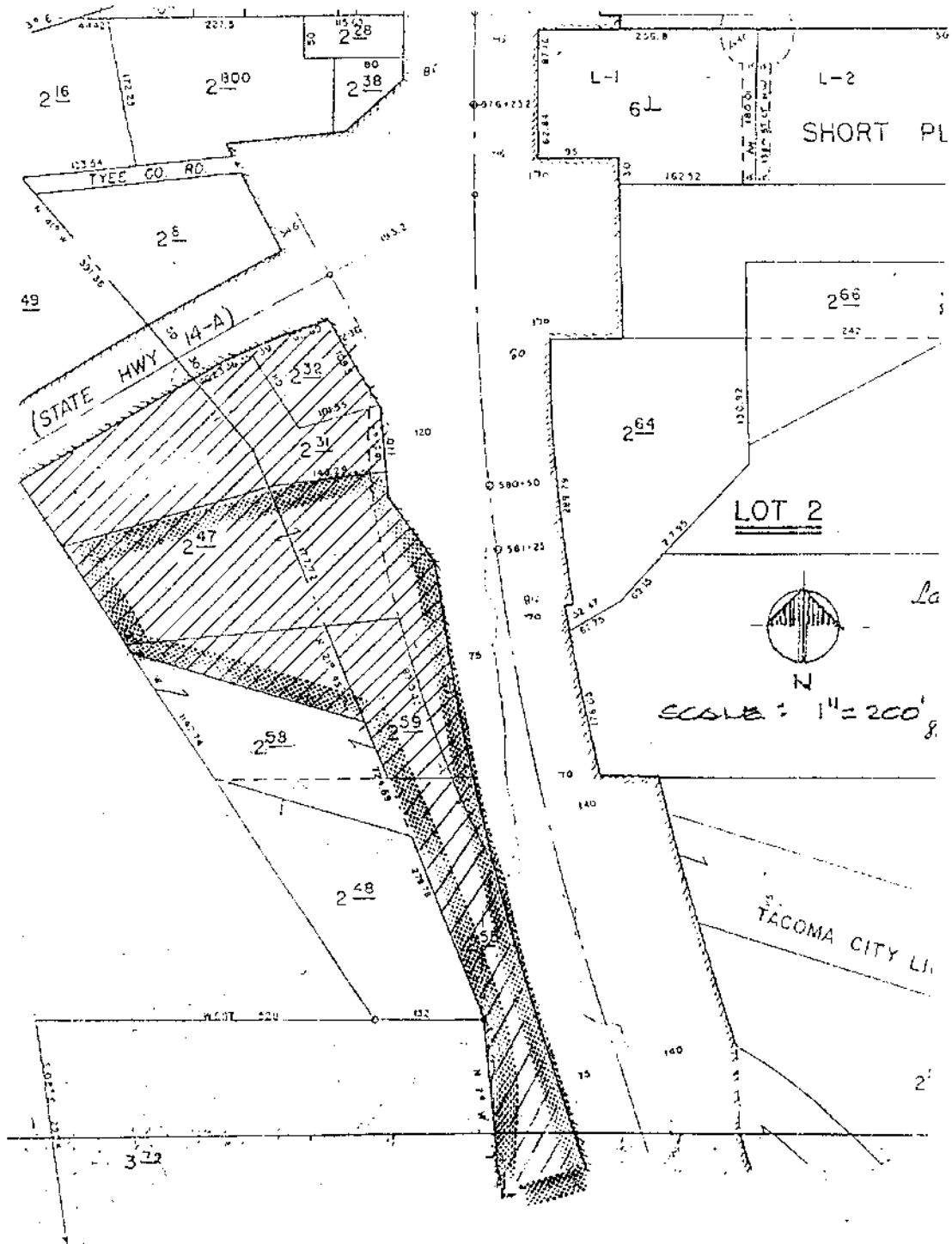
#### **RECOMMENDATION**

Staff recommends the reservation and extension of 8 ERUs of sewer to ShareWay, Inc., as identified in the attached contract.

APPLICATION FOR SEWER EXTENSION

Pearl's By The Sea  
Wayne Hogan, Applicant

parcel map

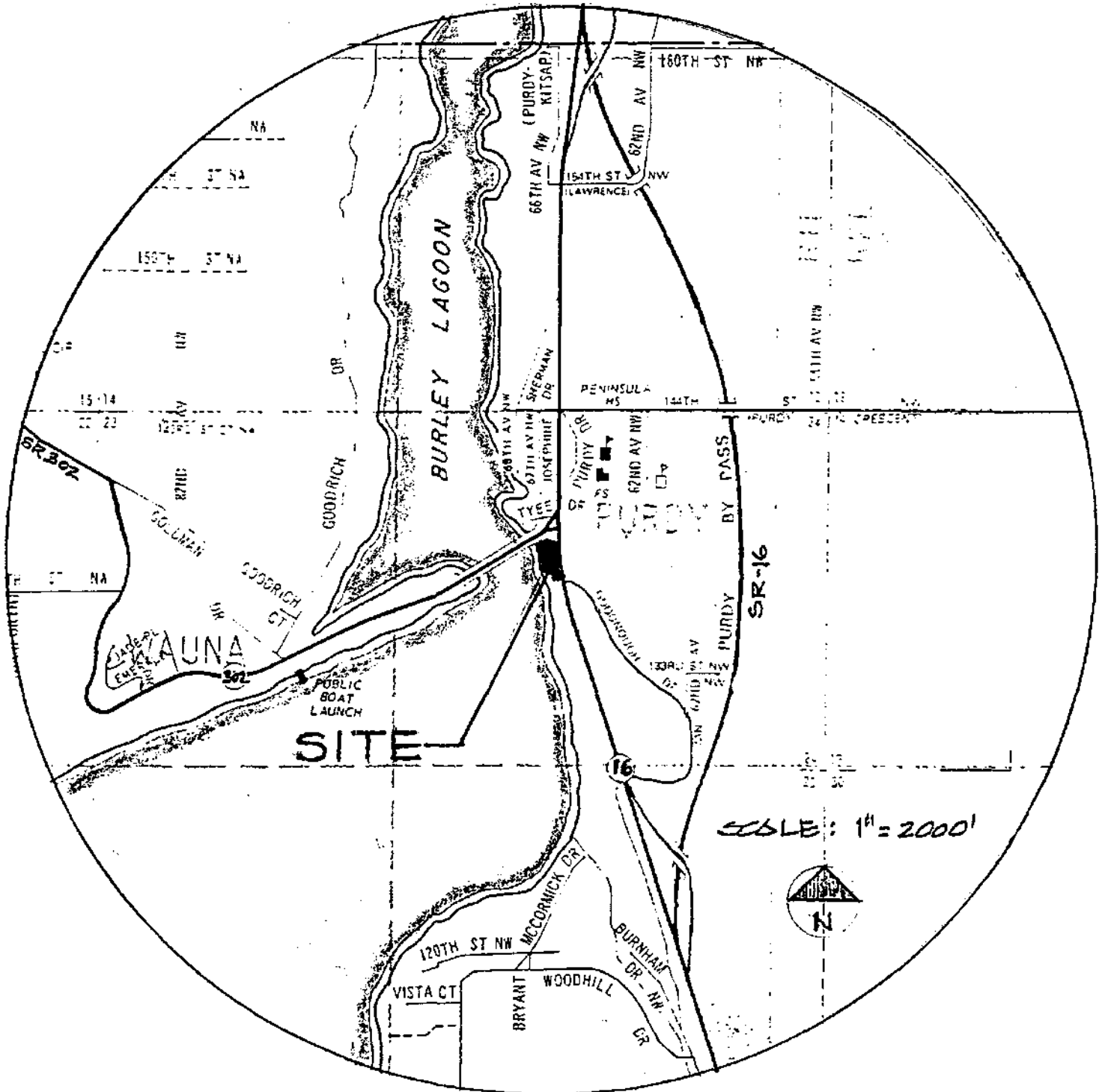


APPLICATION FOR SEWER EXTENSION

Pearl's By The Sea  
Wayne Hogan, Applicant

Parcel Numbers:  
0122242031, 032, 047, 059

# vicinity map





ROBERT WUOTILA

248 SOUTH ONE HUNDRED EIGHTY SECOND  
SEATTLE, WASHINGTON 98148  
TELEPHONE: (206) 244-7159

RECEIVED

OCT 19 1998

CITY OF GIG HARBOR

October 15, 1998

Mr. Mark Hoppen  
City Administrator  
3105 Judson  
Gig Harbor, Wa. 98335

Re: Application for sewer extension, Wayne Hogan, applicant

Dear Mark:

Herein, I am submitting application materials, except fees, for the area at and adjacent to Pearl's by the Sea restaurant in Purdy. These materials include the following:

- A. Gig Harbor utilities service application
- B. Parcel map
- C. Vicinity map
- D. Two letters from Pierce County (Aug. 12, 1998 & Oct. 9, 1998) regarding permit status for the land uses to be served by the sewer.

You and I have discussed this matter in June and Craig Peck, project engineer, has also discussed this matter with you.

Fees will be coming under separate cover.

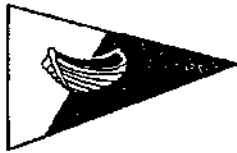
Please schedule this matter for Council review after you receive the appropriate fees.

Thank you for your attention to this application. If you have questions or need additional information please contact me at 206-244-7159 or Craig Peck at 253-840-5482.

Very Truly Yours,

Robert Wuotila

Attachments



City of Gig Harbor. The "Maritime City."

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 01-22-24-2-047, Date 10/22/98  
Applicant SHANE WAY INC (WAYNE SHARON HOGAN) Phone # 851-3823  
Mailing Address 3222-F E. BAY DR NW GIG HARBOR WA 98335

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_  
Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_  
Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

(X)	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	1	\$1,275.00	\$1,910.00	\$450.00	\$
	1.67	\$2,120.00	\$3,180.00	\$555.00	\$
	3.33	\$4,245.00	\$6,365.00	(2) \$1,130.00	\$
	5.33	\$6,790.00	\$10,185.00	(2) \$1,260.00	\$
	(3)	(3)\$	(3)\$	(3) \$	\$

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$** \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.  
(2) Time & Material Plus 10% (3) Negotiable



City of Gig Harbor. The "Maritime City."

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 01-22-24-2-055, Date 10/22/98

Applicant SHARPE WAY INC (WAYNE SHARPE & SHARON HOOPER) # 851-3823

Mailing Address 13802 STATE RD NW #16 GIG HARBOR, WA 98335

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_  
 Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_  
 Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
 Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

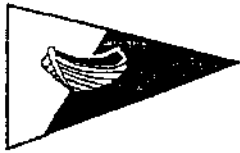
(X)	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	1	\$1,275.00	\$1,910.00	\$450.00	\$
	1.67	\$2,120.00	\$3,180.00	\$555.00	\$
	3.33	\$4,245.00	\$6,365.00	(2) \$1,130.00	\$
	5.33	\$6,790.00	\$10,185.00	(2) \$1,260.00	\$
	(3)	(3)\$	(3)\$	(3) \$	\$

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$** \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.  
 (2) Time & Material Plus 10% (3) Negotiable



City of Gig Harbor. The "Maritime City."

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 01-22-24-2-059, Date 10/22/98

Applicant WAYNE V. & SHARON HOGAN, Phone # 851 3823

Mailing Address 3222 F E. BAY DR. NW GIG HARBOR, WA 98335

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_  
 Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_  
 Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
 Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

(X)	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	1	\$1,275.00	\$1,910.00	\$450.00	\$
	1.67	\$2,120.00	\$3,180.00	\$555.00	\$
	3.33	\$4,245.00	\$6,365.00	(2) \$1,130.00	\$
	5.33	\$6,790.00	\$10,185.00	(2) \$1,260.00	\$
	(3)	(3)\$	(3)\$	(3) \$	\$

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$** \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.  
 (2) Time & Material Plus 10% (3) Negotiable



# Pierce County

Department of Planning and Land Services

CHUCK KLEEBERG

Director

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7200 • FAX (253) 798-3131

August 12, 1998

Robert Wuotila and Associates  
248 South 182nd  
Seattle, WA 98148

RE: Land Use Status of Parcels #0122242047 and 0122242059

Dear Mr. Wuotila:

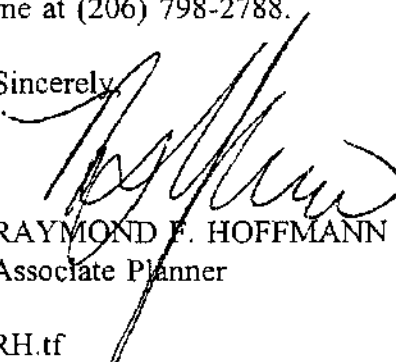
This letter is in response to your fax dated July 24, 1998, requesting a written statement of the current zoning in relation to the current use on the site. The current zoning is Community Center (CC) as listed in Pierce County Code Section 18A.25.100F - Development Regulations and allows an eating and drinking establishment at all intensity levels. Therefore, assuming that the applicable portions of Title 18A - Development Regulations that allow this use are still in effect when you apply to start up the existing business again, you will be in conformance with the allowed uses in the CC zone classification.

Note that this letter applies to zoning only and that you need to meet the requirements and permits of other County and non-County departments/agencies. You may need a new occupancy permit, commercial building permit for remodels and upgrades, etc..

Attached is a copy of other allowed uses in the CC zone found in the Title 18A Land Use tables. Keep in mind that this the **current** zoning (as of the date of this letter) and is subject to future amendment.

If you have any concerns about the content of this letter, or have further questions, please call me at (206) 798-2788.

Sincerely,



RAYMOND F. HOFFMANN  
Associate Planner

RH.tf  
Enclosure

cc: Deirdre Sessler, Technical Support Planner







# Pierce County

Department of Planning and Land Services

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7200 • FAX (253) 798-3131

**CHUCK KLEEBERG**  
Director

October 9, 1998

Robert Wuotila and Associates  
248 South 182nd  
Seattle, WA 98148

RE: Placement of Side Sewer Connection for Parcels #0122242047 and 0122242059

Dear Mr. Wuotila:

This letter is a follow up to our discussion on October 1, 1998. You have requested a written statement of whether the activity you describe needs a Shoreline Substantial Development Permit. The Planning Department's response is that the work you propose is part of an existing Shoreline Substantial Development Permit (Case No. SD9-93). SD9-93 was approved to install a sewer line along Purdy Drive terminating at the Purdy High School. Staff feels the intent of the Hearing Examiner's decision includes side sewer connections to the structures along Purdy drive.

Note that this letter applies to shoreline regulations only and that you need to meet the any other applicable requirements and permits of other County and non-County departments/agencies. Earthwork (grading, filling, excavating) over 25 cubic yards will trigger a Site Development Permit. Installation of the proposed side sewer connections must be in accordance with the applicable conditions outlined in the Hearing Examiner's decision for SD9-93 and corresponding Mitigated Determination of Nonsignificance (MDNS).

If you have any concerns about the content of this letter, or have further questions, please call me at (206) 798-2788.

Sincerely,

RAYMOND F. HOFFMANN  
Associate Planner

RH.tf



WHEN RECORDED RETURN TO:  
City of Gig Harbor  
Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

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

THIS AGREEMENT is entered into on this 23rd day of November, 1999, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and ShareWay, Inc., hereinafter referred to as "the Owner".

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

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

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line at the Purdy Pump Station on SR 302.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner. All sewer connections shall be served by a licensed water purveyor with metered water service per each connection.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 1848 gallons

per day (6 ERU-Pearls, 1ERU-Rental Bldg., 1ERU-Rental Land) average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on November 22, 1999, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 1016 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
One year	Five percent ( 5%)

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

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

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

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

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

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

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

9. Connection Charges and Latecomers Fees. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied. In addition, subsequent to connection as per the terms of this contract on a pro-rated percentage basis, the Owner agrees to pay \$20131.52 in latecomers fees (8 ERU x \$2516.44) and \$1006.56 in latecomer administrative fees (8 ERU x \$125.82) to the City of Gig Harbor, which will distribute not more than \$19124.96 (8 ERU x \$2390.62) to the Peninsula School District.

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

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

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

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

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

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

- A. The use of the property will be restricted to uses allowed in the City's pre-annexation zoning district at the time of development or redevelopment.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Standards, Building Regulations, and City Public Works Standards for similarly zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development that does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW

35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

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

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

*none*

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

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

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

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

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

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER

*Wayne D. Johnson*  
*John L. Johnson, Sr.*

Name:

Title:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Molly Towslee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_



**"EXHIBIT A"  
SHAREWAY**

01-22-24-2-1

A TH OF LD IN GOVT LOT 2 DESC AS FOLL ALL THAT PART OF EXISTING R/W OF P S HWY # 14 NARROWS BRIDGE TO PURDY LY WLY OF FOLL DESC LI COM AT SW COR OF SD GOVT LOT 2 TH ALG ML N 06 DEG 53 MIN W 162.65 FT TH N 21 DEG 38 MIN 20 SEC W 278.78 FT TH N 89 DEG 46 MIN 59 SEC E 130 FT M/L TO INTER A LI PAR WITH & 75 FT DIST SWLY WHEN MEAS RADIALY FROM C/L OF P S HWY # 14 NARROWS BRIDGE TO PURDY & POB OF THIS LI DESC TH NWLY ALG SD PAR LI 265 FT M/L TO A PT OPPOSITE HWY ENG STA 681 PLUS 25 ON SD C/L TH NWLY 90 FT M/L TO A PT 120 FT DIST WLY FROM &

01-22-24-2-3

PARCEL A COM SW COR GOVT LOT 2 TH ALG ML N 06 DEG 53 MIN W 162.65 FT TH N 21 DEG 38 MIN 29 SEC W 278.78 FT TH N 89 DEG 46 MIN 59 SEC E 108.66 FT TO WLY LI OF STATE HWY # 14 TH NLY ALG SD WLY LI ALG A C TO R HAVING A RAD OF 2940 FT A DIST OF 200.68 FT TO POB TH CONT NLY ALG SD WLY LI 174.73 FT TO S LI EXT OF TR CYD TO ROLAND & ROLAND INC BY WD AUD FEE # 1874886 TH S 85 DEG 18 MIN 30 SEC W ALG SD S LI EXT 186.91 FT TO ML TH S 21 DEG 93 MIN 29 SEC 8 ALG SD ML 177.72 FT TO INTER LI S 85 DEG 18 MIN 30 SEC W FROM POB TH

01-22-24-2-3

BEG SW COR FO PROP CYD TO PEARL M HEATON & EVELYN H JACKSON BY WD JULY 26, 1966 UNDER AFN 1728241 TH S 21 DEG 46 MIN E ALG ML TO A PT 6.38 CHS N AT R/A FROM S LI OF NW ¼ TH E TO W LI OLD KITSAP, PURDY CO RD TH N TO A PT E OF BEG TH W TO POB SEG TO CORRECT PARCEL # ONLY OUT OF 2-804 SEG S-1008 PL ES

01-22-24-2-2

BLDG ONLY BEG SW COR OF PROP CYD TO PEARL M HEATON & EVELYN H JACKSON BY WD 7/26/55 AUD FEE # 1728241 TH S 21 DEG 45 MIN E ALG ML TO A PT 6.38 CHS N AT R/A FROM S LI OF NW ¼ TH E TO W LI OF OLD KITSAP PURDY CO RD TH N TO A PT E OF BEG TH W TO BEG SEG F 1863





*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: ROLAND AND ROLAND SEWER REQUEST**  
**DATE: NOVEMBER 19, 1998**

*MWH*

#### **INFORMATION/BACKGROUND**

ShareWay, Incorporated (Wayne and Sharon Hogan) and Roland and Roland, Inc., the immediate properties south of Purdy Bridge and west of SR-302 (see attached vicinity and parcel maps), are requesting connection to city sewer. These properties are all within the Urban Growth Boundary and are all subject to latecomers fees subject to an interlocal agreement. These businesses and properties are existing sites with no development or re-development proposed at this time.

#### **POLICY CONSIDERATIONS**

Connection to city sewer will contractually bind the development or re-development of these properties to city standards, including comprehensive land use standards, zoning regulations, design review guidelines, public works standards, and building and fire code standards. These connections were originally anticipated in the extension of sewer to the Peninsula School District.

#### **FISCAL CONSIDERATIONS**

\$100 has been paid in application. \$381 must be paid in capacity commitment payment within 45 days of Council action (the contract date). The remainder of the fee for 3 ERUs must be paid within the contract term (1 year) at the current rate for the zone at the time of connection (currently \$2540 per ERU). \$7926.78 will be paid in latecomers and administrative fees per the contract terms, unless the construction index increases the cost for both connection and latecomers fees prior to payment. Full payment at the current connection rate would result in \$7171.86 paid in latecomers fees to the Peninsula School District

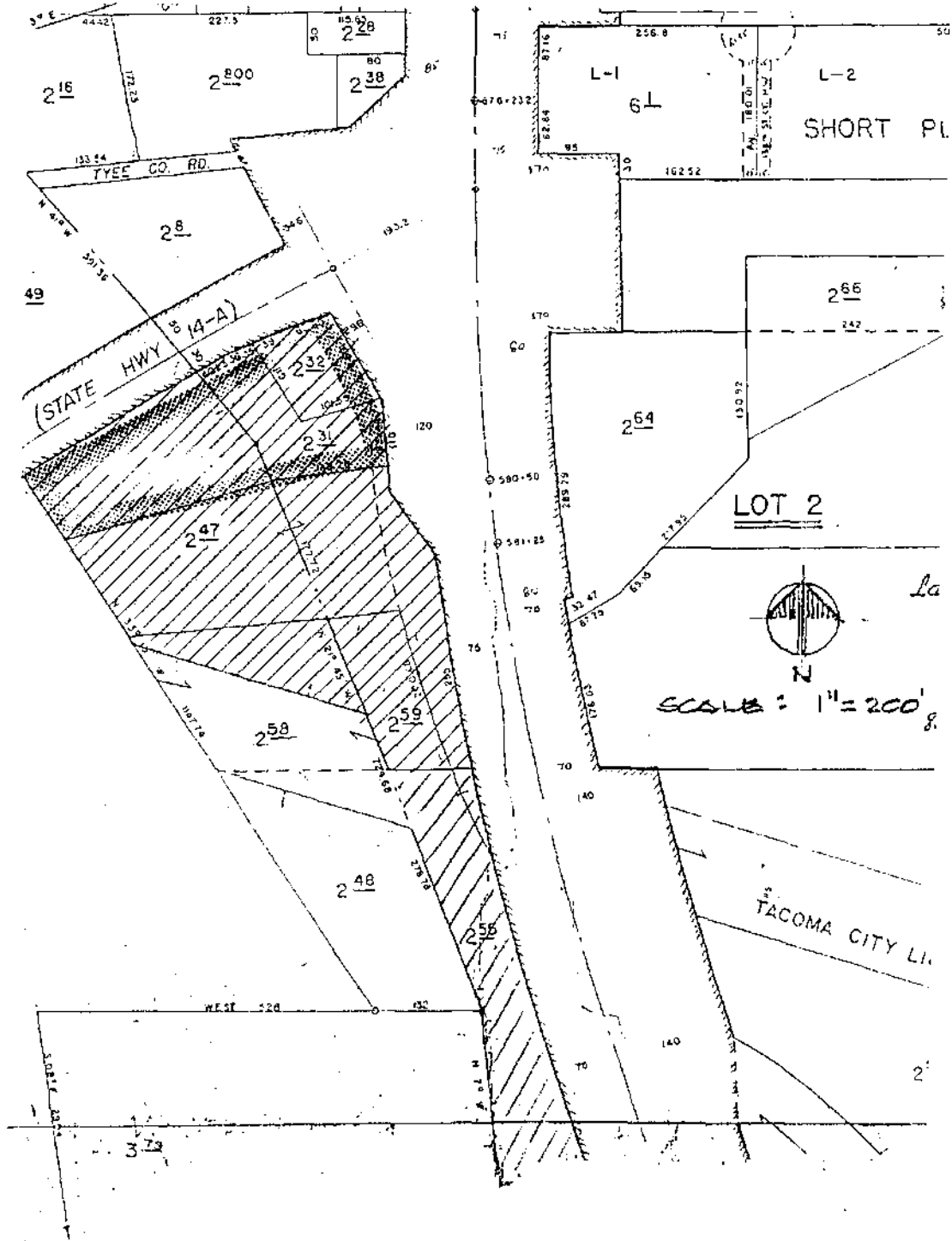
#### **RECOMMENDATION**

Staff recommends the reservation and extension of 3 ERUs of sewer to Roland and Roland, Inc., as identified in the attached contract.

APPLICATION FOR SEWER EXTENSION

ROLAND AND ROLAND, INC.

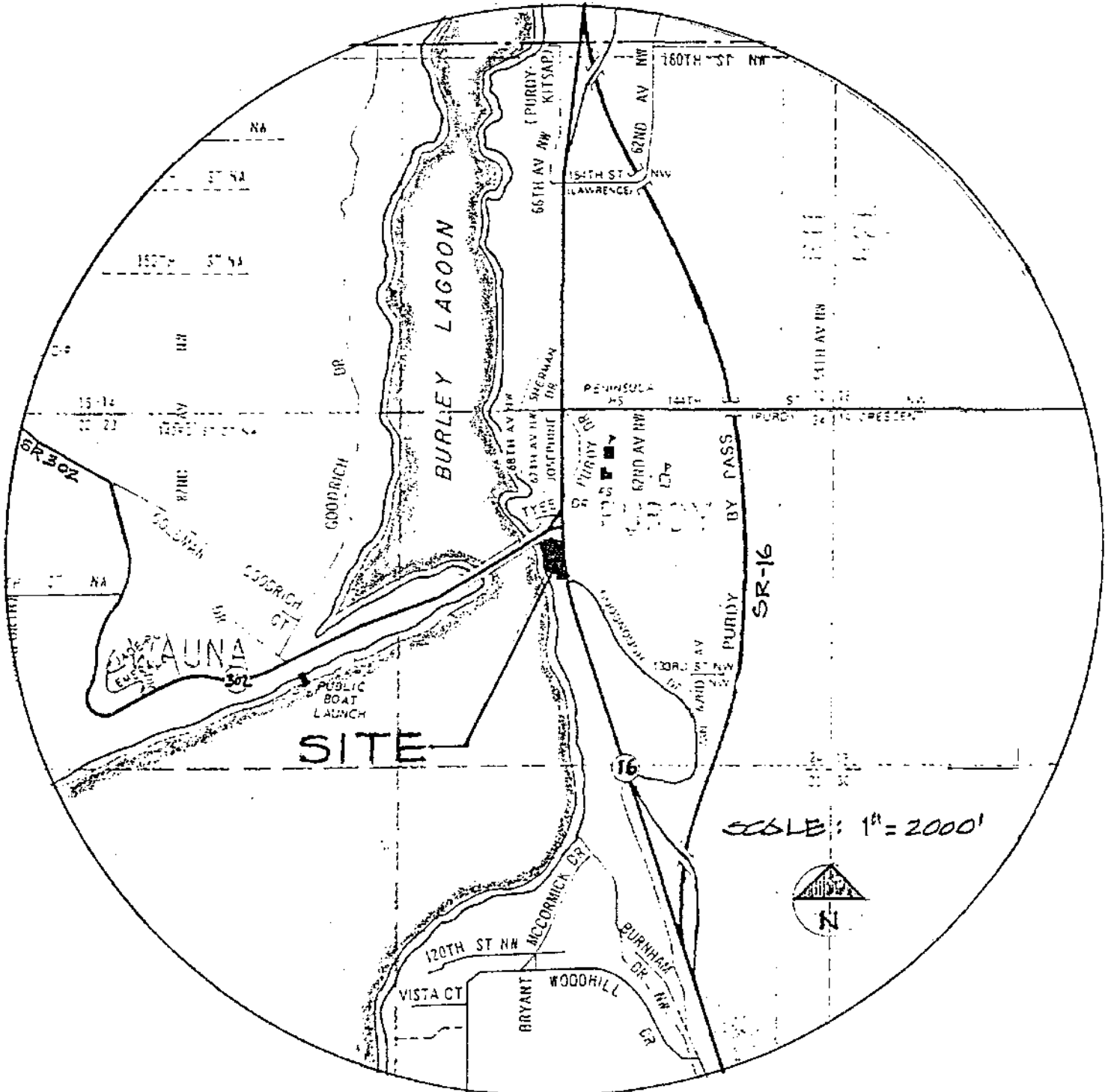
parcel map



APPLICATION FOR SEWER EXTENSION

ROLAND AND ROLAND, INC.

vicinity map





# roland & roland, inc.



REAL ESTATE • P.O. BOX 235 • GIG HARBOR, WASHINGTON 98335

OFFICE LOCATED AT PURDY DRIVE  
TELEPHONE (253)857-1511

October 22, 1998

City of Gig Harbor  
3105 Judson St.  
Gig Harbor, WA 98335

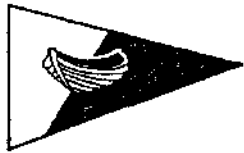
To Whom It May Concern:

Roland & Roland, Inc. is hereby requesting sewer service for Roland & Roland, Inc. and Texaco at Purdy Drive & Highway 302.

For your information we are in the process of negotiating with Harbor Water to take over the water system.

Sincerely,

Craig Campbell  
Roland & Roland, Inc.  
Corporate Officer



City of Gig Harbor. The "Maritime City."

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 01-22-24-2-031, Date 10/22/98

Applicant ROLAND & ROLAND, INC, Phone # 857-2151

Mailing Address P.O. BOX 235, GIG HARBOR, WA 98335

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_

Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_

Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_

Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

(X)	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	1	\$1,275.00	\$1,910.00	\$450.00	\$
	1.67	\$2,120.00	\$3,180.00	\$555.00	\$
	3.33	\$4,245.00	\$6,365.00	(2) \$1,130.00	\$
	5.33	\$6,790.00	\$10,185.00	(2) \$1,260.00	\$
	(3)	(3)\$	(3)\$	(3) \$	\$

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$** \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.  
(2) Time & Material Plus 10% (3) Negotiable



City of Gig Harbor. The "Maritime City."

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 01-22-24-2-032, Date 10/28/98

Applicant ROLAND & ROLAND, INC., Phone # 857-2151

Mailing Address P.O. BOX 235 GIG HARBOR, WA 98335

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_

Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_

Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_

Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

(X)	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	1	\$1,275.00	\$1,910.00	\$450.00	\$
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	3.33	\$4,245.00	\$6,365.00	(2) \$1,130.00	\$
	5.33	\$6,790.00	\$10,185.00	(2) \$1,260.00	\$
	(3)	(3)\$	(3)\$	(3) \$	\$

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$** \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.  
(2) Time & Material Plus 10% (3) Negotiable



WHEN RECORDED RETURN TO:  
City of Gig Harbor  
Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

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

THIS AGREEMENT is entered into on this 23rd day of November, 1999, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Roland & Roland, Inc., hereinafter referred to as "the Owner".

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

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

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.
2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line at the Purdy Pump Station on SR 302.
3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner. All sewer connections shall be served by a licensed water purveyor with metered water service per each connection.
4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 693 gallons

per day (3 ERU) average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on November 22, 1999, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 381 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
One year	Five percent ( 5%)

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

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

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

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

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

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

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

9. Connection Charges and Latecomers Fees. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied. In addition, subsequent to connection as per the terms of this contract on a pro-rated percentage basis, the Owner agrees to pay \$7549.32 in latecomers fees (3 ERU x \$2516.44) and \$377.46 in latecomer administrative fees (3 ERU x \$125.82) to the City of Gig Harbor, which will distribute not more than \$7171.86 (3 ERU x \$2390.62) to the Peninsula School District.

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

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

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

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

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

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

- A. The use of the property will be restricted to uses allowed in the City's pre-annexation zoning district at the time of development or redevelopment.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Standards, Building Regulations, and City Public Works Standards for similarly zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development that does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW

35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

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

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

*none*

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

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

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

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

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

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER

  
\_\_\_\_\_  
Name: Chris Campbell  
Title:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Molly Towslee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

**“EXHIBIT A”  
ROLAND AND ROLAND**

01-22-24-2-032

Beginning at the Meander corner of the North line of Section 24, T22N, R1E of WN, (said section line having a bearing N 89° 23' 24" W from the ¼ Section corner to said Meander corner on the said North line of Section 24); thence, along the balanced Meander line S 20° 32' 20" E 941.74 feet; thence S 42° 47' 20" E 501.95 feet; thence S 73° 12' 40" W 465.58 feet; thence S 40° 47' 20" E 592.55 feet; thence S 21° 32' 20" E 65.95 feet; thence leaving said balanced Meander line N 85° 12' 36" E 149.29 feet to right-of-way line as staked upon the ground by the State of Washington Dept. of Highways in 1960; thence along said State Highway right-of-way line N 5° 33' 24" W 85.92 feet to the True Point of Beginning; thence continuing on said right-of-way line N 30° 51' 54" W 109.50 feet; thence S 72° 38' 36" W 62.69 feet; thence S 70° 01' 06" W 39.00 feet; thence leaving said State Highway right-of-way line S 30° 51' 54" E 110.00 feet; thence N 71° 21' 29" E 101.55 feet to the True Point of Beginning. TOGETHER with easement for ingress and egress as follows: BEGINNING at above described True Point of Beginning; thence S 71° 21' 29" W 101.55 feet; thence easterly to a point on State Highway right-of-way line which is S 5° 33' 24" E 30.00 feet from said True Point of Beginning; thence along said State Highway right-of-way line N 5° 33' 24" W 30.00 feet, to the True Point of Beginning. Subject to easement for the mutual ingress and egress over and across the Northerly 14 feet of the above described property.

1-22-24-2-031

PARCEL A:

All that portion of Government Lot 2 in Section 24, Township 22 North, Range 1 East of the Willamette Meridian, lying West of Primary State Highway No. 14, South of the Purdy Bridge approach, East of the government Meander Line and North of the North line of property conveyed to Pearl M. Heaton and Evelyn H. Jackson by warranty deed recorded under Pierce County Auditor's Fee No. 1728241.

TOGETHER with tidelands of the 2<sup>nd</sup> class, as conveyed by the State of Washington, situate in front of and abutting thereon, described as follows:  
Beginning at the Northwest corner of property conveyed to Pearl M. Heaton and Evelyn H. Jackson, by deed recorded under Pierce County Auditor's Fee No. 1728241; thence South 74° West to the West line of the oyster land tract conveyed by the State of Washington to John J. Cryderman by deed recorded under Pierce County Auditor's Fee No. 1251271; thence North 33° 19' West along said West line to the South line of the Gig Harbor-Longbranch Highway as described in said deed recorded under Pierce County Auditor's Fee No. 1228764; thence North 59° 59' East along said Southerly line of Highway to the Government Meander Line; thence Southeasterly along said Government Meander Line to the point of beginning.

EXCEPT that portion thereof, if any, lying below the line of extreme low tide.



**"EXHIBIT A"**  
**ROLAND AND ROLAND**

1-22-24-2-031

PARCEL B:

That portion of the property described in a certain quit claim deed from the State of Washington to Evelyn Jackson, recorded under Pierce County Auditor's Fee No. 1839187, described as follows:

All that part of the existing right-of-way of Primary State Highway No. 14, Narrows Bridge to Purdy, lying Westerly of the following described line: Begin at the Southwest corner of said Government Lot 2, Section 24, Township 22 North, Range 1 East of the Willamette Meridian, thence along the meander line North 6° 53' West 162.65 feet; thence North 21° 38' 29" West 278.78 feet; thence North 89° 46' 59" East 130 feet, more or less, to an intersection with a line drawn parallel with and 75 feet distant Southerwesterly when measured radially from the center line of Primary State Highway No. 14, Narrows Bridge to Purdy, and the true point of beginning of this line description; thence Northwesterly along said parallel line 255 feet, more or less, to a point opposite Highway Engineer's Station 581 plus 25 on said center line; thence Northwesterly 90 feet, more or less, to a point 120 feet distant Westerly from and opposite Highway Engineer's Station 580 plus 50 on said center line; thence Northwesterly parallel with and 120 feet distant Westerly from said center line a distance of 110 feet, more or less, to a point opposite Highway Engineer's Station 579 plus 50 on said center line; thence North 29° 03' West 50 feet, more or less, to a point opposite Highway Engineer's Station 579 plus 00 on said center line, and the end of this line description; which lies to the North of the North line of property conveyed to Pearl M. Heaton and Evelyn H. Jackson by warranty deed recorded under Pierce County Auditor's Fee No. 1728241, described as follows:

Commencing at the Southwest corner of said Government Lot 2, Section 24, Township 22 North, Range 1 East of the Willamette Meridian, and thence on meander line run North 6° 53' West 162.65 feet; thence North 21° 38' 29" West 278.78 feet; thence North 89° 46' 59" East 108.65 feet to the Westerly boundary of State Highway; thence along highway on a curve to the right with a radius of 2940 feet, run thence Northerly 200.68 feet to the true point of beginning; continuing thence Northerly 174.73 feet; thence South 85° 18' 30" West 186.91 feet to Government Meander Line; thence South 21° 38' 29" East 177.72 feet; thence North 85° 18' 30" East to true point of beginning.





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: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: KIMBALL DRIVE SANITARY SEWER IMPROVEMENTS**  
**(CSP NO. 98-02) – BID AWARD**  
**DATE: NOVEMBER 18, 1998**

#### **INTRODUCTION/BACKGROUND**

The existing sanitary sewer line in Kimball Drive is too shallow, has minimal slope, and an adverse gradient in front of the fire station. The line has been a continuing source of special maintenance requirements due to the low velocity and stagnation points in the line. In addition, video inspection of the line revealed several failed joints and other deficiencies. Replacement of the line to better serve existing and new development has been a budgeted objective. Construction of this improvement is essential for any restroom facilities for the Kimball Drive Park and Ride.

In response to an advertisement for bids, four bid proposals were received as summarized below (all amounts include state sales tax):

C.D.R. Construction, Inc.	\$227,556.00
Babbitt Construction, Inc.	\$210,135.06
Tucci & Sons, Inc.	\$254,994.48
Cromwell Commercial, Inc.	\$155,417.90 (Corrected from \$155,413.08)

The lowest price quotation received was from Cromwell Commercial, Inc., in the corrected amount of one-hundred fifty-five thousand four-hundred seventeen dollars and ninety cents (\$155,417.90), including state sales tax. Cromwell Commercial is a local company, and has performed utility work in this area.

#### **ISSUES/FISCAL IMPACT**

The low bid is within 5% of the Engineer's estimate of \$148,392. Funds are available for the work. Developer contributions will reduce the amount by \$20,000.

#### **RECOMMENDATION**

I recommend Council move and approve award and execution of the contract for the Kimball Drive Sanitary Sewer Improvements (CSP No. 98-02) to Cromwell Commercial, Inc., as the lowest responsible bidder, for their price quotation proposal amount of one-hundred fifty-five thousand four-hundred seventeen dollars and ninety cents (\$155,417.90), including state sales tax.





*City of Gig Harbor Police Dept.*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE** MB  
**SUBJECT: OCTOBER INFORMATION FROM PD**  
**DATE: NOVEMBER 13, 1998**

The October 1998 activity statistics are attached for your review.

The Reserves contributed 329 working hours in October. This included 283 hours of patrol time, 27 hours administrative duties, and 19 hours of training. The Reserves assisted with a regional DUI emphasis, which included 26 agencies in October. Reserves also set up, coordinated and staffed the "Safe Zone" stand in the Quail Run area on Halloween. This provided a place to contact police, coffee for parents provided by Austin Chase, and candy for kids. Reserves and Explorers patrolled the surrounding area on foot and in cars during the evening hours.

The Marine Services Unit is not scheduled for regular patrol duties during this time of the year. There were 26.5 hours worked in October. This included half an hour of maintenance, and 26 hours of training. Two MSU officers also attended a boat display presented by Zodiac Hurricane workboats.

The Explorers volunteered 217 hours in October. This included 56 hours of regular meetings, 60 hours of ride-alongs, 56 hours of traffic and security patrol on Halloween, and 45 hours of training.

Twenty-one hours of bicycle patrol were logged in October. These hours were varied between days and nights and concentrated on the west side where we had experienced a number of vehicle prowls.



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## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

#### October 1998

	<u>OCT</u> <u>1998</u>	<u>YTD</u> <u>1998</u>	<u>YTD</u> <u>1997</u>	<u>%chg to</u> <u>1997</u>
CALLS FOR SERVICE	<u>425</u>	<u>4221</u>	<u>3396</u>	+ <u>24</u>
CRIMINAL TRAFFIC	<u>22</u>	<u>216</u>	<u>141</u>	+ <u>53</u>
TRAFFIC INFRACTIONS	<u>118</u>	<u>951</u>	<u>591</u>	+ <u>60</u>
DUI ARRESTS	<u>8</u>	<u>94</u>	<u>56</u>	+ <u>67</u>
FELONY ARRESTS	<u>4</u>	<u>67</u>	<u>60</u>	+ <u>11</u>
MISDEMEANOR ARRESTS	<u>21</u>	<u>174</u>	<u>130</u>	+ <u>33</u>
WARRANT ARRESTS	<u>11</u>	<u>92</u>	<u>52</u>	+ <u>76</u>
CASE REPORTS	<u>119</u>	<u>1181</u>	<u>924</u>	+ <u>27</u>
REPORTABLE VEHICLE ACCIDENTS	<u>23</u>	<u>151</u>	<u>119</u>	+ <u>26</u>

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, an 88 year tradition of business rendered at the People's Dock and Wharf at the foot of Soundview (Wickersham) on Harborview Drive began in 1911 with the Mosquito Fleet and the historic Westside Uddenberg Grocery; followed by Haury's Boat House, Herring Sales, the Ferry Tavern and finally THE TIDES TAVERN; and

**WHEREAS**, in 1973, Three Fingered Jack was seeking survival from a floundering economy and put the Tides Tavern up for sale; and

**WHEREAS**, in 1973, UPS graduate Peter Stanley recognized the potential of a renovated Tides Tavern to create a new image for the popular gathering place in Gig Harbor and bought the Tavern; and

**WHEREAS**, the vision of Peter Stanley combined with the raw materials provided by George Borgen and the experienced carpentry of George Jamieson brought new life to a dark, dingy and swaying structure; and

**WHEREAS**, Peter Stanley has chosen to surround himself through these past 25 years with fun loving, dedicated and hardworking staff to fulfill his vision; and

**WHEREAS**, Peter's vision of 25 years ago has evolved into the most joyous social meeting place and eatery on the Peninsula for all adults, young and old; and

**WHEREAS**, the Tides Tavern remains the hub of regional draw by land and by water, continuing a Gig Harbor tradition with superlative class, friendly staff, and just plain good food;

**NOW, THEREFORE**, I Gretchen A. Wilbert, Mayor of the City of Gig Harbor, proclaim this Thanksgiving week-end of November 27-29, 1998, with

## A SALUTE TO PETER STANLEY AND HIS TIDES TAVERN CREW

For keeping the vision alive to celebrate this

### THE 25<sup>TH</sup> ANNIVERSARY OF PETER STANLEY'S TIDE'S TAVERN IN GIG HARBOR.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 23<sup>rd</sup> day of November, 1998.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Date

