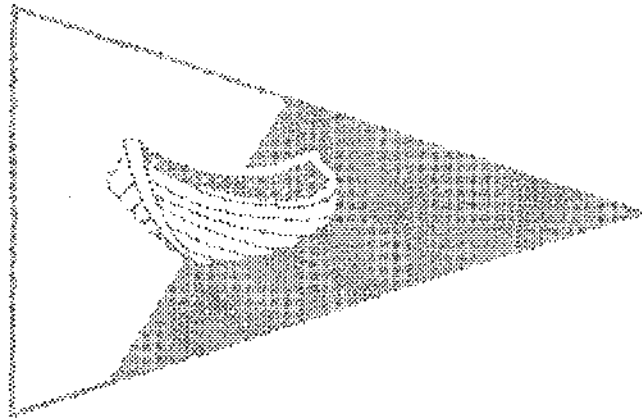


**GIG HARBOR
CITY COUNCIL MEETING**



JANUARY 24, 1994


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



City of Gig Harbor. The "Maritime City."

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

TO: Mayor Wilbert and City Council

FROM: Tom Enlow 

DATE: January 24, 1994

SUBJECT: Final 1993 Quarterly Report

Attached are the quarterly financial reports for the last quarter of 1993.

All funds and departments completed the year within appropriated expenditure amounts.

Water and storm sewer operating fund revenues were each within 3% of estimated revenues while sewer revenues were 5% above expectations. Water's low beginning cash balance of \$22,175 may cause some water projects to be delayed until the effects of the rate increase and peak summer water usage begin showing up in collections.

General fund revenues were nearly 20% above expectations (including a 1993 beginning cash balance that was \$150,000 higher than budgeted) and general fund expenditures were 92% of appropriated expenditures. The net result is that the general fund cash balance at the end of 1993 was \$655,946. This is over \$300,000 more than we expected to begin 1994 with. Adjusting the 1994 general fund budget for this increase results in an estimated ending balance of \$438,559 or 21% of budgeted expenditures. Considering the dire economic predictions, the unknown effects of Initiative 601 and the concerns of other cities who are already reducing their 1994 revenue estimates, having a 20% reserve is a very enviable and responsible position to be in.

These are preliminary year-end reports. I do not expect significant adjustments to these budgetary, primarily cash-basis reports. However, the utility funds in these reports do not include 1993 depreciation and other accruals and adjustments which must be made before preparing the annual report for submission to the State Auditors Office.

Line item revenue, expenditure and general ledger trial balance reports are available in the mail room for your review. Any other information is available at your request.

**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 1993**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$280,271	\$2,206,252	\$1,824,805	(\$5,772)	\$655,946
101	STREET FUND	249,078	291,248	525,551	2,000	16,773
105	DRUG INVESTIGATION FUND	4,767	17,785	7,594		14,957
107	HOTEL-MOTEL FUND	576	1,282	1,000		858
108	SOUNDVIEW DR CONST	103,527	1,576	105,103		0
200	'78 GO BONDS - FIRE	14,124	6,627	6,293		14,459
201	'75 GO BONDS - SEWER	45,330	36,653	30,763		51,220
202	'85 GO BONDS - PW BLDG	1,307	31,113	30,618		1,803
203	'87 GO BONDS - SEWER CONSTR	444,079	153,582	141,818		455,843
208	91 GO BONDS - SOUNDVIEW DRIVE	697	100,985	97,835		3,847
301	GENERAL GOVT CAPITAL ASSETS	226,452	61,062			287,514
305	GENERAL GOVT CAPITAL IMPRVME	46,597	56,016			102,613
401	WATER OPERATING	31,778	443,323	451,256	(1,671)	22,175
402	SEWER OPERATING	65,151	642,245	578,441	(818)	128,136
407	UTILITY RESERVE	396,908	11,401			408,309
408	'89 UTILITY BOND REMPTION FUND	296,329	180,807	139,186	(105,000)	232,951
410	SEWER CAPITAL CONSTRUCTION	1,042,454	285,892	103,567	18,700	1,243,479
411	STORM SEWER OPERATING	82,753	94,855	158,666	2,592	21,534
413	ADV REFUNDING BOND REDEMPTIO	3,584	109,374	37,204	(65,000)	10,755
414	ULID #3 CONSTRUCTION	1,743,883	29,516	1,255,790	12,261	529,870
420	WATER CAPITAL ASSETS	56,092	133,736	174,491	(2,346)	12,991
605	LIGHTHOUSE MAINTENANCE TRUST	4,021	403	755		3,669
631	MUNICIPAL COURT		59,978	65,195		(5,216)
801	CLEARING CLAIMS	175,087			(89,411)	85,676
802	CLEARING PAYROLL	126,928			(126,928)	0
		<u>\$5,441,771</u>	<u>\$4,955,714</u>	<u>\$5,735,928</u>	<u>(\$361,393)</u>	<u>\$4,300,162</u>

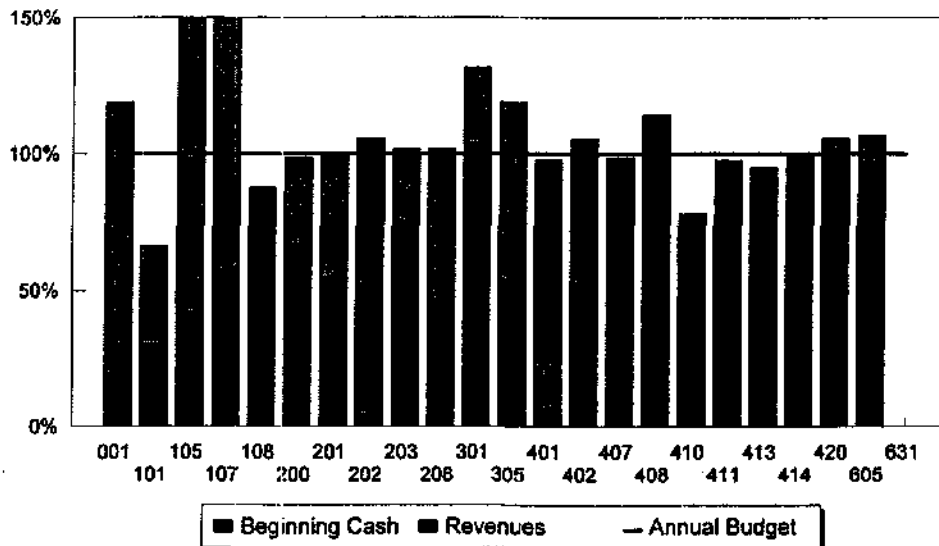
**COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 1993**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		2.25%	156,107
LOCAL GOVERNMENT INVESTMENT POOL		3.15%	2,818,911
US BANK - RESOLUTION FDG CORP	03/07/94	4.24%	99,931
US BANK - FINANCING CORP STRIPS	11/02/94	3.77%	498,846
US BANK - FINANCING CORP STRIPS	12/06/94	4.75%	105,522
US BANK - FINANCING CORP STRIPS	05/02/95	4.13%	500,375
US TREASURY ZERO COUPON	11/15/95	4.25%	72,269
FHLMC CERT OF PARTICIPATION	02/15/03	4.81%	47,901
			<u>\$4,300,162</u>

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 1993**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$2,087,271	\$2,486,522	(\$399,251)	119.13%
101	STREET FUND	815,464	540,324	275,140	66.26%
105	DRUG INVESTIGATION FUND	11,250	22,552	(11,302)	200.46%
107	HOTEL-MOTEL FUND	1,000	1,858	(858)	185.82%
108	SOUNDVIEW DR CONST	120,000	105,103	14,897	87.59%
200	'78 GO BONDS - FIRE	21,000	20,751	249	98.82%
201	'75 GO BONDS - SEWER	82,000	81,983	17	99.98%
202	'85 GO BONDS - PW BLDG	30,700	32,421	(1,721)	105.60%
203	'87 GO BONDS - SEWER CONSTR	588,612	597,661	(9,049)	101.54%
208	91 GO BONDS - SOUNDVIEW DRIVE	100,000	101,682	(1,682)	101.68%
301	GENERAL GOVT CAPITAL ASSETS	218,000	287,514	(69,514)	131.89%
305	GENERAL GOVT CAPITAL IMPROVEMENT	86,000	102,613	(16,613)	119.32%
401	WATER OPERATING	485,008	475,101	9,907	97.96%
402	SEWER OPERATING	670,551	707,396	(36,845)	105.49%
407	UTILITY RESERVE	414,000	408,309	5,691	98.63%
408	'89 UTILITY BOND REMPTION FUND	416,271	477,137	(60,866)	114.62%
410	SEWER CAPITAL CONSTRUCTION	1,700,000	1,328,346	371,654	78.14%
411	STORM SEWER OPERATING	181,707	177,608	4,099	97.74%
413	ADV REFUNDING BOND REDEMPTION	118,895	112,959	5,936	95.01%
414	ULID #3 CONSTRUCTION	1,770,000	1,773,400	(3,400)	100.19%
420	WATER CAPITAL ASSETS	179,588	189,828	(10,240)	105.70%
605	LIGHTHOUSE MAINTENANCE TRUST	4,140	4,424	(284)	106.85%
631	MUNICIPAL COURT	0	59,978	(59,978)	NA
		\$10,101,457	\$10,095,469	\$5,988	99.94%

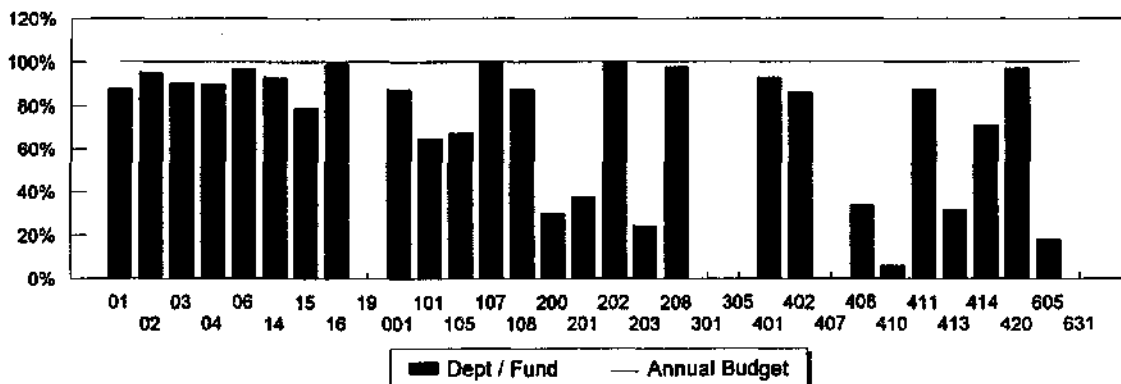
City of Gig Harbor
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 1993**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$449,294	\$394,540	\$54,754	87.81%
02	LEGISLATIVE	13,620	12,986	634	95.35%
03	MUNICIPAL COURT	179,946	162,458	17,488	90.28%
04	ADMINISTRATIVE/FINANCIAL	257,618	231,277	26,341	89.78%
06	POLICE	736,010	710,715	25,295	96.56%
14	COMMUNITY DEVELOPMENT	212,642	197,776	14,866	93.01%
15	PARKS AND RECREATION	114,766	90,368	24,398	78.74%
16	BUILDING	24,900	24,682	218	99.12%
19	ENDING FUND BALANCE	98,475	0	98,475	0.00%
001	TOTAL GENERAL FUND	2,087,271	1,824,805	262,466	87.43%
101	STREET FUND	815,464	525,551	289,913	64.45%
105	DRUG INVESTIGATION FUND	11,250	7,594	3,656	67.50%
107	HOTEL-MOTEL FUND	1,000	1,000	0	100.00%
108	SOUNDVIEW DR CONST	120,000	105,103	14,897	87.59%
200	'78 GO BONDS - FIRE	21,000	6,293	14,708	29.96%
201	'75 GO BONDS - SEWER	82,000	30,763	51,238	37.52%
202	'85 GO BONDS - PW BLDG	30,700	30,618	82	99.73%
203	'87 GO BONDS - SEWER CONSTR	588,612	141,818	446,794	24.09%
208	91 GO BONDS - SOUNDVIEW DRIVE	100,000	97,835	2,165	97.83%
301	GENERAL GOVT CAPITAL ASSETS	218,000	0	218,000	0.00%
305	GENERAL GOVT CAPITAL IMPROVEM	86,000	0	86,000	0.00%
401	WATER OPERATING	485,008	451,256	33,752	93.04%
402	SEWER OPERATING	670,551	578,441	92,110	86.26%
407	UTILITY RESERVE	414,000	0	414,000	0.00%
408	'89 UTILITY BOND REMPTION FUND	416,271	139,186	277,085	33.44%
410	SEWER CAPITAL CONSTRUCTION	1,700,000	103,567	1,596,433	6.09%
411	STORM SEWER OPERATING	181,707	158,666	23,041	87.32%
413	ADV REFUNDING BOND REDEMPTION	118,895	37,204	81,691	31.29%
414	ULID #3 CONSTRUCTION	1,770,000	1,255,790	514,210	70.95%
420	WATER CAPITAL ASSETS	179,588	174,491	5,097	97.16%
605	LIGHTHOUSE MAINTENANCE TRUST	4,140	755	3,385	18.23%
631	MUNICIPAL COURT	0	65,195	(65,195)	NA
		\$10,101,457	\$5,735,928	\$4,365,529	56.78%

City of Gig Harbor
Expenditures as a Percentage of Annual Budget



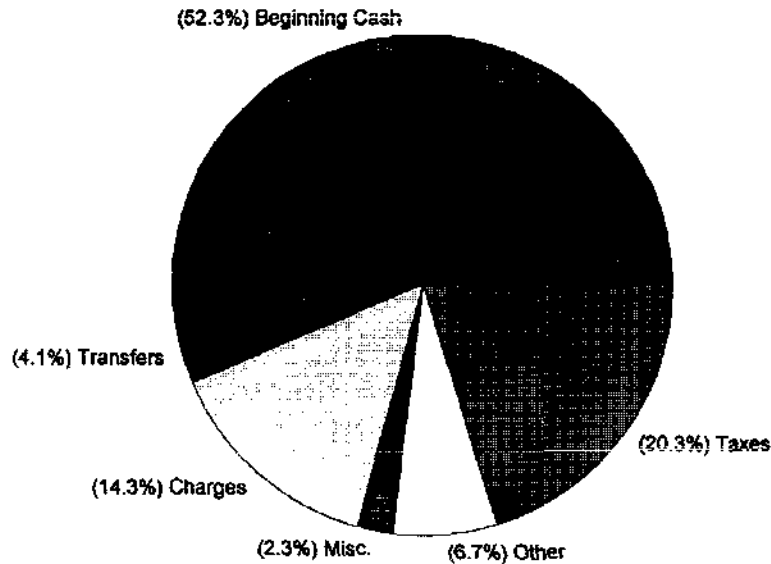
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 1993**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Beginning Cash Balance	5,441,771
Taxes	2,105,900
Licenses and Permits	136,669
Intergovernmental	223,644
Charges for Services	1,481,999
Fines and Forfeits	98,377
Miscellaneous	240,907
Non-Revenues	241,359
Transfers and Other Sources of Funds	426,859
Total Revenues	<u>\$10,397,484</u>

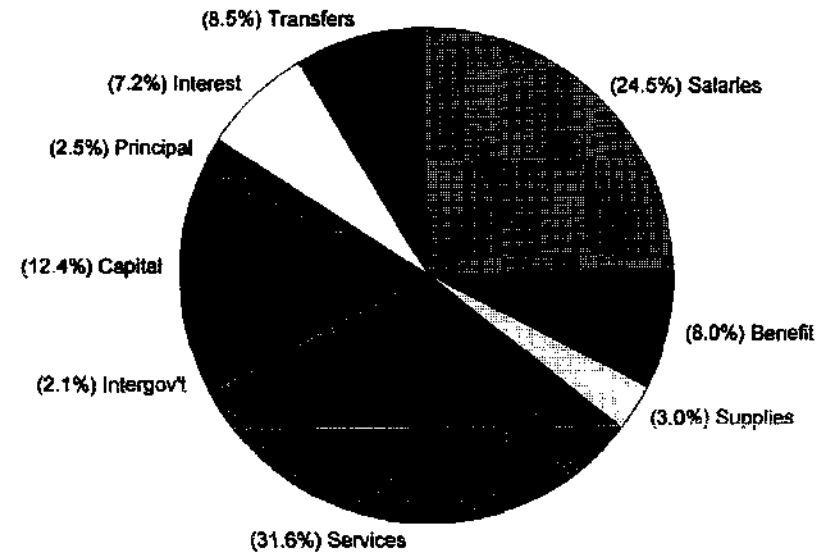
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 1993**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$1,407,573
Personnel Benefits	456,360
Supplies	174,272
Services and Other Charges	1,812,513
Intergovernmental Services and Charges	122,971
Capital Expenditures	711,738
Principal Portions of Debt Payments	145,000
Interest Expense	415,711
Transfers and Other Uses of Funds	489,790
Total Expenditures	<u>\$5,735,928</u>

City of Gig Harbor
Revenues by Type - All Funds



City of Gig Harbor
Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1993

	SPECIAL REVENUE FUNDS						TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	
ASSETS							
CASH	(\$695)	(\$3,777)	(\$1,083)	\$30	\$9,942	\$3,548	\$8,660
INVESTMENTS	656,641	20,550	16,041	829	277,572	99,064	414,056
RECEIVABLES	6,359	0	0	0	0	0	0
FIXED ASSETS	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0
TOTAL ASSETS	\$662,305	\$16,773	\$14,957	\$858	\$287,514	\$102,613	\$422,715
LIABILITIES							
CURRENT	\$587	\$2,000	\$0	\$0	\$0	\$0	\$2,000
LONG TERM	0	0	0	0	0	0	0
TOTAL LIABILITIES	587	2,000	0	0	0	0	2,000
FUND BALANCE:							
BEGINNING OF YEAR	280,271	249,076	4,767	576	226,452	46,597	527,467
Y-T-D REVENUES	2,206,252	291,248	17,785	1,282	61,062	56,016	427,393
Y-T-D EXPENDITURES	(1,824,805)	(525,551)	(7,594)	(1,000)	0	0	(534,146)
ENDING FUND BALANCE	661,718	14,773	14,957	858	287,514	102,613	420,715
TOTAL LIAB. & FUND BAL.	\$662,305	\$16,773	\$14,957	\$858	\$287,514	\$102,613	\$422,715

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1993

	CAP. PROJECT 108 SOUNDVIEW DRIVE	DEBT SERVICE					TOTAL DEBT SERVICE
		200 78 GO BONDS FIRE	201 75 GO BONDS SEWER	202 85 GO BONDS PW BLDG	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	
ASSETS							
CASH	\$0	\$500	\$1,771	\$9	\$15,671	\$34	\$17,985
INVESTMENTS	(0)	13,959	49,449	1,794	440,172	3,813	509,187
RECEIVABLES	0	0	0	0	0	0	0
FIXED ASSETS	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0
TOTAL ASSETS	\$0	\$14,459	\$51,220	\$1,803	\$455,843	\$3,847	\$527,172
LIABILITIES							
CURRENT	\$0	\$0	\$0	(\$0)	\$0	\$0	\$0
LONG TERM	0	0	0	0	0	0	0
TOTAL LIABILITIES	0	0	0	(0)	0	0	0
FUND BALANCE:							
BEGINNING OF YEAR	103,527	14,124	45,330	1,307	444,079	697	505,537
Y-T-D REVENUES	1,576	6,627	36,653	31,113	153,582	100,985	328,960
Y-T-D EXPENDITURES	(105,103)	(6,293)	(30,763)	(30,618)	(141,818)	(97,835)	(307,325)
ENDING FUND BALANCE	0	14,459	51,220	1,803	455,843	3,847	527,172
TOTAL LIAB. & FUND BAL.	\$0	\$14,459	\$51,220	\$1,803	\$455,843	\$3,847	\$527,172

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1993

	PROPRIETARY									TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	413 ADV REFUNDING BOND REDEMPT	414 ULID #3 CONST.	420 WATER CAP. ASSETS	
ASSETS										
CASH	(\$5,196)	(\$17,814)	\$14,119	\$7,982	\$34,137	(\$619)	\$300	\$16,723	\$239	\$49,870
INVESTMENTS	27,371	145,950	394,189	224,969	1,209,342	22,153	10,454	513,147	12,753	2,560,330
RECEIVABLES	44,820	75,700	0	774,408	182,812	10,163	12	22,321	0	1,110,237
FIXED ASSETS	1,769,855	5,590,566	0	0	164,330	617,427	0	154,554	0	8,296,732
OTHER	0	0	0	0	0	0	0	0	0	0
TOTAL ASSETS	\$1,836,850	\$5,794,402	\$408,309	\$1,007,359	\$1,590,622	\$649,124	\$10,767	\$706,745	\$12,991	\$12,017,170
LIABILITIES										
CURRENT	\$545	(\$0)	\$0	\$11,900	\$0	(\$0)	\$3,075	\$82,282	(\$0)	\$97,802
LONG TERM	20,261	58,451	0	1,699,867	0	3,308	327,600	1,800,000	0	3,909,487
TOTAL LIABILITIES	20,806	58,451	0	1,711,767	0	3,308	330,675	1,882,282	(0)	4,007,289
FUND BALANCE:										
BEGINNING OF YEAR	1,823,977	5,672,147	396,908	(571,712)	1,408,297	709,627	(385,055)	50,737	53,746	9,158,671
Y-T-D REVENUES	443,323	642,245	11,401	6,490	285,892	94,855	102,352	29,516	133,736	1,749,810
Y-T-D EXPENDITURES	(451,256)	(578,441)	0	(139,186)	(103,567)	(158,666)	(37,204)	(1,255,790)	(174,491)	(2,898,601)
ENDING FUND BALANCE	1,816,044	5,735,951	408,309	(704,408)	1,590,622	645,816	(319,908)	(1,175,537)	12,991	8,009,860
TOTAL LIAB. & FUND BAL.	\$1,836,850	\$5,794,402	\$408,309	\$1,007,359	\$1,590,622	\$649,124	\$10,767	\$706,745	\$12,991	\$12,017,170

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1993

FIDUCIARY

	605	631	
	Lighthouse Maintenance	Municipal Court	Total Fiduciary
ASSETS			
CASH	\$127	(\$5,216)	(\$5,090)
INVESTMENTS	3,542	0	3,542
RECEIVABLES	0	0	0
FIXED ASSETS	0	0	0
OTHER	0	0	0
TOTAL ASSETS	\$3,669	(\$5,216)	(\$1,547)
LIABILITIES			
CURRENT	\$0	(\$0)	(\$0)
LONG TERM	0	0	0
TOTAL LIABILITIES	0	(0)	(0)
FUND BALANCE:			
BEGINNING OF YEAR	4,021	0	4,021
Y-T-D REVENUES	403	59,978	60,381
Y-T-D EXPENDITURES	(755)	(65,195)	(65,949)
ENDING FUND BALANCE	3,669	(5,216)	(1,547)
TOTAL LIAB. & FUND BAL.	\$3,669	(\$5,216)	(\$1,547)

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1993

ACCOUNT GROUPS

	801 CLEARING CLAIMS	802 CLEARING PAYROLL	820 GENERAL FIXE ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS
ASSETS					
CASH	\$85,676	\$0	\$0	\$0	\$85,676
INVESTMENTS	0	0	0	0	0
RECEIVABLES	0	0	0	0	0
FIXED ASSETS	0	0	3,571,587	0	3,571,587
OTHER	0	0	0	2,035,000	2,035,000
TOTAL ASSETS	\$85,676	\$0	\$3,571,587	\$2,035,000	\$5,606,587
LIABILITIES					
CURRENT	\$85,676	(\$0)	\$0	\$0	\$85,676
LONG TERM	0	0	0	2,035,000	2,035,000
TOTAL LIABILITIES	85,676	(0)	0	2,035,000	2,120,676
FUND BALANCE:					
BEGINNING OF YEAR	0	0	3,571,587	0	3,571,587
Y-T-D REVENUES					0
Y-T-D EXPENDITURES					0
ENDING FUND BALANCE	0	0	3,571,587	0	3,571,587
TOTAL LIAB. & FUND BAL.	\$85,676	(\$0)	\$3,571,587	\$2,035,000	\$5,606,587

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
JANUARY 24, 1994**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPOINTMENT OF MAYOR PRO TEM:

Councilmember Nick Markovich

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Household Hazardous Waste Turn-In Event.
2. Peninsula Running Club.

OLD BUSINESS:

1. Second Reading - Utility Extension Capacity Agreement Ordinance.
2. Second Reading - Water & Sewer Rate Ordinance.
3. Public Works Standards.

NEW BUSINESS:

1. Hearings Examiner Contract.
2. Little League Use Agreement.
3. Public Health Agreement Amendment.
4. First Reading - Updated Fee Schedules for Land-Use/Building Permits Ordinance.
5. First Reading - Ordinance Amending the 1994 Salary Schedule.
6. Puyallup Jail Services Contract.
7. Bid for Official Newspaper.

DEPARTMENT DIRECTORS' REPORTS:

1. Finance - Quarterly Report.
2. Public Works - Facility Tour.

MAYOR'S REPORT:

East/West Road Update.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: Property acquisition, claim, and legal matter. (approx. 20 min.)

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 10, 1994

PRESENT: Councilmembers Markovich, Platt, Stevens Taylor, Ekberg, Picinich, and Mayor Wilbert.

Mayor Wilbert introduced the new councilmembers, Steve Ekberg and John Picinich.

PUBLIC COMMENT: No requests.

CALL TO ORDER: 7:04 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the last council meeting.
Platt/Markovich - Platt, Markovich, and Picinich voted in favor.
Councilmembers Stevens Taylor and Ekberg abstained.

SPECIAL PRESENTATION:

Rainier Cable Commission. Marc Pease, Manager of Municipal Television for Tacoma, and Administrator for Rainier Cable Commission, gave a presentation describing the background, function and purpose of the commission, and answered questions.

COMMITTEE APPOINTMENTS:

Mayor Wilbert announced the 1994 Committee appointments and asked for council's approval. Councilmembers agreed to serve on the following committees:

<u>Finance Committee:</u>	Corbett Platt Steve Ekberg
<u>Public Works Committee:</u>	Nick Markovich Corbett Platt
<u>Public Safety Committee:</u>	Jeanne Stevens Taylor John Picinich

OLD BUSINESS:

1. **Second Reading - Municipal Court Judge Salary Ordinance.** Mark Hoppen presented the second reading of the Municipal Court Judge Salary Ordinance. He clarified the proposed changes in language under Section 'D' of the contract regarding payment of Pro Tem judges.

MOTION: Move adoption of Ordinance Number 659.
Markovich/Stevens Taylor -

AMENDED MOTION: Move to adopt Ordinance Number 659 with proviso that the employment agreement adopted by that Ordinance and incorporated by that Ordinance, Section 'D' be modified such that Judges Pro Tem serving at the convenience of

the Judge be paid by the Judge, and Judges Pro Tem who are serving not at the convenience of the Judge but otherwise required by law be paid by the City of Gig Harbor.

Markovich/Stevens Taylor - unanimously passed.

2. Public Works Standards. Ben Yazici presented the final Comprehensive Public Works Standards. He thanked all the people who were involved in the process of gathering and formulating this information and putting it into final form. He stated he felt the document would cut plan review time by two weeks.

MOTION: Move we table this item to the next meeting to allow Councilmembers to review the document.

Platt/Markovich - unanimously passed.

3. Easley - Side Sewer. Ben Yazici said the original plan authorized by Council to correct the problem by installing a pump station was not feasible. He requested authorization to build a gravity sewer system instead. He explained the cost would be the same, but would require crossing private property. The owner of this property is willing to give the necessary easements with provision their property be returned to its original condition.

MOTION: Move to authorize the Mayor to sign the necessary easement document to authorize the Public Works Department to build a gravity sewer connection to the Rainier Avenue main sewer line via private easement, in order to address the Easley side sewer problem.

Markovich/Stevens Taylor - unanimously passed.

NEW BUSINESS:

1. Utility Extension Request - Nelson. Mark Hoppen presented the request from Anna Nelson for six ERUs of sewer service to her property at 65th St. Ct. NW. He explained the circumstances surrounding the request and subsequent petition for annexation. Councilman Platt asked about the city policy that water would be extended along with sewer service. Ben Yazici stated that this property received water from Shoreacres, who bought the water from the City. Therefore the property did obtain city water indirectly.

MOTION: Move we authorize this extension as submitted.

Ekberg/Stevens Taylor -

AMENDED MOTION: Move authorization of this extension on the condition that the applicant move forward with the annexation.

Markovich/ - unanimously approved.

2. First Reading - Utility Extension Capacity Agreement Ordinance. Mark Hoppen presented the ordinance. He said it should diminish the negotiation of terms of the

extension agreement and provide parameters for the Council's intent on contractual issues in the extension contract. He added that Mayor Wilbert had language she would like added that would refer to the limitation of extensions to area within the Urban Boundary Area to ensure consistency with the Growth Management Act. Carol Morris, legal counsel, stressed that all this ordinance does is set the requirements if the city chooses to extend water or sewer outside city limits. Council agreed to substitute the language drafted by legal counsel for section 13.34.010, and adding the language suggested by Mayor Wilbert. This ordinance will come back with modifications at the next council meeting for the second reading.

3. First Reading - Water & Sewer Rate Ordinance. Tom Enlow presented the first reading of these three ordinances and explained that the rate changes were based upon the Engineering News Index. Council asked him to remove the new sections from these ordinances which provide for automatic, annual rate adjustments based on this index. Councilman Platt said he thought the reduced rate for the school district had been discussed and modified in 1993 so that the schools were paying the same rate as other users. Mr. Enlow was asked to research that change and make the necessary adjustments in these ordinances. The ordinances will be modified and brought back for a second reading at the next council meeting.
4. Special Occasion Liquor License - Lions Club. No action taken.
5. Application for Liquor License - Mimi's Pantry. No action taken.
6. Liquor License Renewals - Harbor Inn & Shoreline Restaurants. No action required.

DEPARTMENT DIRECTORS' REPORTS:

Public Works Department. Ben Yazici extended an invitation to all Councilmembers to tour the public works facilities. He will schedule two weekend dates in the near future for the tour. He then explained that the hydraulic broom adjuster for the new street sweeper had arrived early, so the funds would come from the 1993 budget rather than the 1994 budget.

Gig Harbor Police Department. Chief Richards also extended an invitation to Councilmembers to "ride along" in a patrol car. He then gave an update on the police activity for the month of December and explained that reason that the 1993 activity report was down from 1992 was that 1992 was an unusually bad year, and 1993 was more the normal standard.

MAYOR'S REPORT:

Emergency Preparedness. Mayor Wilbert gave a brief update on the activities of the Emergency Preparedness Committee. She shared her "Christmas Present" of an emergency kit for her car.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Emergency Preparedness for Olympic Village Businesses - Thursday, January 13th, 8:00 a.m. - Roundtable Pizza.

2. Staff meeting with DOE/DOF/DNR - Shoreline Master Program - January 18th, 3 p.m.
- City Hall Conference Room.

APPROVAL OF PAYROLL:

MOTION: To approve payroll warrants #9264 through #9373, less 9285, 9296, and 9344, in the amount of \$158,660.52.
Platt/Stevens Taylor - unanimously approved.

APPROVAL OF BILLS:

MOTION: To approve bill vouchers #11568 through #11686 less #11599 and #11654 in the amount of \$77,993.76.
Platt/Stevens Taylor - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:29 p.m.
Stevens Taylor/Platt - unanimously approved.

Cassette recorder utilized.
Tape 337 Side A 412 - end.
Tape 337 Side B 000 - end.
Tape 338 Side A 000 - end.
Tape 338 Side B 000 - 312.

Mayor

City Administrator



Household Hazardous Waste Turn-In Event

Wednesday, February 2, 1993

Pierce County, the City of Tacoma, and the Tacoma Home and Garden Show will present a free Household Hazardous Waste Turn-In Event on Wednesday, February 2, from 11:00 a.m. to 7:00 p.m. in the Tacoma Dome upper parking lot "C".

Bring your pesticides, household cleaners, motor oil, oil base paint, etc., to the Tacoma Dome and receive a two for one adult admission coupon to the Home & Garden Show. The Home and Garden Show starts on Wednesday the 2nd and the coupons are good for Wednesday and Thursday the 3rd only.

For more information please call the Tacoma-Pierce County Hazardous Waste Hotline at 1-800-287-6429, or the Pierce County Solid Waste Division at 593-4050.

6808 Marine View Dr.
Edmonds, WA. 98026

January 6, 1994

RECEIVED

JAN 10 1994

CITY OF GIG HARBOR

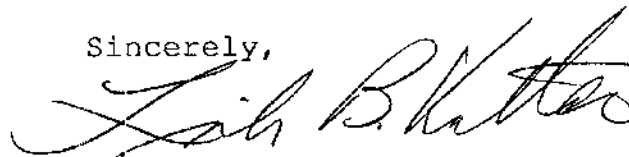
Mayor G. Wilbert
City of Gig Harbor
3105 Judson St
Gig Harbor, WA 98335

Dear Mayor Wilbert

Thank you for your support of the Peninsula Running Club's annual Year to Year race, last Friday. I have participated in this race for four years now and it has become an established tradition for me. I find this an ideal way to spend a New Years Eve. The trouble with partying is that one inevitably consumes more than enough alcohol. The trouble with staying home is that one feels let down from not celebrating at all. But running a footrace at midnight is perfect! There is no thought of taking a drink before the race, as that would ruin ones performance. Afterward it is past the magic hour, and it is plenty of celebration to stand around eating doughnuts and sipping coffee while the ribbons are handed out. I look forward to it for months ahead of time.

I congratulate you on the wisdom of helping promote this event. As I write this I recall the radio announcer describing the ruthless stalking and slaying of a 16 year old boy in Tacoma a few days ago. I understand that they have found a very effective way to combat gang violence is to get the citizens out on the streets at night, encouraging neighborhood block parties etc. And here is Gig Harbor, which doesn't have the problem, doing something on the most dangerous night (to drive) of the year, which floods their streets with stone cold sober citizens, having fun together. Citizens of all ages, I might add, teenagers included. I'm no expert in those matters but I'd wager that none of the kids I saw out running that night are going to mature into troublesome youths. Keep up the good work, I appreciate it.

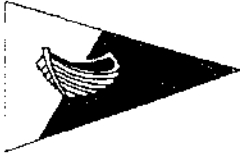
Sincerely,



Lincoln B. Katter

cc:Peninsula Running Club

1-13-94



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHS*
SUBJECT: SEWER AND WATER EXTENSION ORDINANCE
DATE: JANUARY 18, 1994

Attached is an ordinance which authorizes the elements of the contractual language which we currently utilize in contracts for sewer and water extensions outside city limits. The contracts we utilize are often subject to attempts to negotiate terms. This ordinance provides parameters for the Council's intent on the various contractual issues defined in the extension contract. The language is recommended by the city's legal counsel, Carol Morris.

This language should clarify the city's rights with regard to outside extensions, including extensions to property outside city limits, but inside city ULID's.

Also, this ordinance describes the boundary of extensions as the current Urban Growth Area boundary, which has been adopted by the county through interim ordinance.

This is the second reading of this ordinance.

Recommendation

This ordinance provides support for contractual practices and land use interests which the City of Gig Harbor has maintained and refined over time. Staff recommends approval of the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S PROVISION OF WATER AND SEWER SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS, DESCRIBING THE CONDITIONS UNDER WHICH SUCH SERVICE SHALL BE PROVIDED, ADDING A NEW CHAPTER 13.34 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City is statutorily authorized to provide water and sewer service to property beyond the City limits (RCW 35.67.310 and 35.92.200); and

WHEREAS, the City may provide water and sewer service to property beyond its limits under such terms, conditions and payments as may be prescribed by the City and evidenced in a written agreement between the City and property owners; NOW, THEREFORE,

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

Section 1. A new chapter 13.34 is hereby added to the Gig Harbor Municipal Code to read as follows:

13.34 WATER AND SEWER SERVICE OUTSIDE CITY LIMITS

13.34.010 City's Authority to Provide Service Outside City Limits.

- A. The City is authorized, pursuant to RCW 35.37.310 and RCW 35.92.200 to provide sewer and water service to property outside the City limits. The provision of such service is not mandatory. In all circumstances in which the City agrees to provide water or sewer service to property beyond its limits, the applicants for such service must comply with all the terms and conditions of this chapter.
- B. After designation of the City's Urban Growth Area boundary by the County as contemplated by RCW 36.70A.110, the City is prohibited from annexing territory beyond such boundary (RCW 35A.14.005). Therefore, the City's extension of water and sewer service outside the City limits to property not contained within the City's Urban Growth Area is not appropriate under GHMC Section 13.34.060(H) below.

13.34.020 Water or Sewer Service Application. Any person desiring to have their property connected with the City's water supply system or with sewer service shall make application at the office of the City Clerk-treasurer on the appropriate form. Every such application shall be made by the owner of the property to be supplied the service, or by his/her authorized agent. The applicant must state fully the purposes for which the water and/or sewer service is required. Applicants must agree to conform to the City's rules and regulations concerning water and sewer service set forth in Title 13 of the Gig Harbor Municipal Code, as the same now exists or may be amended in the future.

13.34.040 Charges for Water or Sewer Service. Applicants for water and/or sewer service to property outside the City limits shall be charged the rates for such service as set forth in GHMC Section 13.04.030 (water service) and 13.32.030 (sewer service), as those code sections now exist or may hereafter be amended. All other additional charges applicable to water and/or sewer service to property within the City limits in Title 13 shall also be imposed, where appropriate.

13.34.060 Utility Extension Agreement. Every applicant for water and/or sewer service outside the City limits must agree to sign an agreement with the City, which conditions the provision of the service on the following terms:

- A. **Agreement to Run with the Property.** The agreement shall be recorded against the property in the Pierce County Auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.
- B. **Warranty of Title.** The agreement shall be executed by the Owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.
- C. **Costs of Design, Engineering and Construction of Extension.** The Owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to City standards and conform to plans approved by the City Public Works Director. Costs of plan review and construction inspection shall also be paid by the Owner.
- D. **Capacity Commitment Payments.** The Owner shall agree to pay for the City's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the City.
- E. **Easements and Permits.** The Owner shall secure and obtain at the Owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.
- F. **Dedication of Capital Facilities.** The Owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension, (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the City, upon the completion of construction, approval and acceptance by the City.
- G. **Connection Charges.** The Owner shall agree to pay the connection charges set by the City in GHMC Sections 13.04.080(C) and/or 13.32.070 (as these sections now exist or may hereafter be amended), as a condition of connecting to the City water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.
- H. **Agreement Not to Protest Annexation.** The Owner shall agree to sign a petition(s)

for annexation of his/her property when requested to do so by the City.

- I. **Waiver of Right to Protest LID.** If, at the time of execution of the agreement, the City has plans to construct certain improvements that would specially benefit the Owner's property, the agreement shall specifically describe the improvement. The Owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to formation of any such LID or ULID.
- J. **Development of Property to Conform to City Code.** The Owner shall agree to comply with all requirements of the City's comprehensive land use plan, and zoning and building codes, when developing or redeveloping the property subject to the agreement.
- K. **Termination for Non-Compliance.** In addition to all other remedies available to the City for the Owner's non-compliance with the terms of the agreement, the City shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

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

Section 3. This ordinance shall be in force and take effect five (5) days after its publication of an approved summary consisting of the title.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Mark E. Hoppen, City Administrator

APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY:

BY _____

Filed with City Clerk: 1/5/94

Passed by City Council:

Date Published:

Date Effective:



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

TO: Mayor Wilbert and City Council

FROM: Tom Enlow

DATE: January 18, 1994

SUBJECT: Water, Sewer and Storm Rate Ordinances

INTRODUCTION

This is the second reading of three ordinances adjusting utility rates.

The water rate ordinance proposes an increase of ten percent. This increase is considered necessary for proper maintenance of the water system.

The sewer and storm drainage ordinances propose increases of five percent. These increases are based on the preliminary Engineering News Index construction costs factor and are considered necessary in order for rates to continue to cover the costs of providing the services.

Last year, the water commodity charge for all customer classes was equalized. However, there are still different base rates for residential, multi-residential and commercial/schools. There is one base rate for residential accounts regardless of meter size. Multi-residential and commercial/school base rates vary by meter size with commercial/school approximately 30% less than multi-residential. These base rates can be adjusted in any way the Council desires.

RECOMMENDATION

Staff recommends the approval of these ordinances.

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON RELATING TO THE MUNICIPAL SEWER SYSTEM: PROVIDING INCREASES IN THE SEWER RATES AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the sewer service rates and charges to reflect the increased costs of providing those services and to maintain a viable sewer system;

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

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.010 Sewer Rates. The monthly sewer service rates shall be set at the following amounts:

<u>Customer Class</u>	<u>Customer Base Charge</u> (per month)	<u>Commodity Charge</u> (per ccf)	<u>Minimum Charge</u> (per month)
Residential	\$4.62	\$2.03	\$14.77
Multi-residential (per living unit)	2.72	2.03	10.84
Commercial/School (per billing unit)	8.66	2.03	14.75

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.015 Sewer Rates - Community Systems. The monthly sewer service rates for community systems shall be set at the following amounts:

<u>Customer Class</u>	<u>Monthly Charge</u>
Penn Thicket System	\$164.01/system
Shore Crest System	23.10/living unit

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.020 Non-metered uses. Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Non-metered Customer Class</u>	<u>Monthly Charge</u>
Residential	\$18.77/unit
Multi-residential	14.85/living unit
Commercial	38.99/billing unit

Section 4. This ordinance shall be in full force and take effect five (5) days after its publication of an approved summary consisting of the title. The increases provided for herein will be reflected in utility billings issued after February 1, 1994.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___ day of January, 1994.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 1/6/94
Passed by city council:
Date published:
Date effective:

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON RELATING TO THE MUNICIPAL SEWER SYSTEM: PROVIDING INCREASES IN THE SEWER RATES AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the sewer service rates and charges to reflect the increased costs of providing those services and to maintain a viable sewer system;

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

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.010 Sewer Rates. The monthly sewer service rates shall be set at the following amounts:

<u>Customer Class</u>	<u>Customer Base Charge</u> (per month)	<u>Commodity Charge</u> (per ccf)	<u>Minimum Charge</u> (per month)
Residential	\$4.62	\$2.03	\$14.77
Multi-residential (per living unit)	2.72	2.03	10.84
Commercial/School (per billing unit)	8.66	2.03	14.75

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13.32.015 Sewer Rates - Community Systems. The monthly sewer service rates for community systems shall be set at the following amounts:

<u>Customer Class</u>	<u>Monthly Charge</u>
Penn Thicket System	\$164.01/system
Shore Crest System	23.10/living unit

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13.32.020 Non-metered uses. Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Non-metered Customer Class</u>	<u>Monthly Charge</u>
Residential	\$18.77/unit
Multi-residential	14.85/living unit
Commercial	38.99/billing unit

Section 4. This ordinance shall be in full force and take effect five (5) days after its publication of an approved summary consisting of the title. The increases provided for herein will be reflected in utility billings issued after February 1, 1994.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___ day of January, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 1/6/94
Passed by city council:
Date published:
Date effective:

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON RELATING TO THE MUNICIPAL STORM DRAINAGE UTILITY: PROVIDING INCREASES IN THE STORM DRAINAGE RATES AND CHARGES AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the storm drainage service rates and charges to reflect the increased costs of providing those services and to maintain a viable storm drainage system;

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

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

14.10.050 Service charge rates. In accordance with the basis for a rate structure set forth in Sections 14.10.020 and 14.10.030 of this chapter, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

- A. For all detached single-family residences and mobile homes (one equivalent billing unit), the monthly service charge shall be three dollars and sixty cents (\$3.60).
- B. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.
- C. Duplexes shall be charged at 1.5 equivalent billing units for the two units.
- D. For all other developed property within the boundaries of the utility, except as set forth in Section 14.10.060 of this chapter, the monthly service charge shall be three dollars and sixty cents (\$3.60) multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to Section 14.10.030 of this chapter.

Section 2. This ordinance shall be in full force and take effect five (5) days after its publication of an approved summary consisting of the title. Increases provided for herein will be reflected in utility billings issued after February 1, 1994.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___ day of January, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 1/6/92
Passed by city council:
Date published:
Date effective:

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE MUNICIPAL WATER SYSTEM: PROVIDING INCREASES IN THE WATER RATES AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the water service rates to reflect the increased costs of providing those services and to maintain a viable water system;

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

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.04.010 Water Rates. The monthly water service rates shall be set at the following amounts:

<u>Customer Class/Meter</u>	<u>Customer Base Charge</u> (per meter/month)	<u>Commodity Charge</u> (per ccf)
Residential	\$7.59	\$1.13
Multi-residential		
5/8" & 3/4" meter	\$ 12.94	\$1.13
1"	21.98	1.13
1-1/2"	42.97	1.13
2"	68.77	1.13
3"	129.25	1.13
4"	214.96	1.13
Commercial/Schools		
5/8" & 3/4" meter	\$ 9.11	\$1.13
1"	15.18	1.13
1-1/2"	30.36	1.13
2"	47.52	1.13
3"	91.08	1.13
4"	151.80	1.13

Water Rate Ordinance

Page 2

Section 2. Section 13.04.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.04.020 Nonmetered residential uses. Until a water meter has been installed to measure water consumed by a residential unit or a multiple residential building, the water service charge applicable to such unmetered unit shall be twenty two dollars and thirty-five cents (\$22.35) per month per unit.

Section 3. This ordinance shall be in full force and take effect five (5) days after its publication of an approved summary consisting of the title. Increases provided for herein will be reflected in utility billings issued after February 1, 1994.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___ day of January, 1994

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

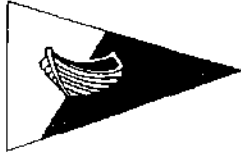
Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 1/6/94

Passed by city council:

Date published:

Date effective:



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND THE CITY COUNCIL

FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*

RE: PUBLIC WORKS STANDARDS

DATE: JANUARY 19, 1994

INTRODUCTION

The development of Public Works Standards for the City of Gig Harbor was a goal of the Public Works Department in 1993 in order to encourage the uniform development of public works projects in the city. More important, it was our intent to insure the continued high standards of the city's storm sewer, street, sanitary sewer, water, and parks and recreational facilities, as future projects are developed.

BACKGROUND/ISSUES

The first draft of the Public Works Standards was presented to the Council at its regular meeting of September 27, 1993. Following that meeting, the Public Works Standards were reviewed by Councilmembers, representatives of the Building Trades, and representatives of Engineering firms that operate in the Pierce County area. The staff is very appreciative of the detailed review of this document by Councilmembers Frisbie and English, the Pierce County Builders' Association President, Jeff Edwards, Pach-Tech Engineering, and others and their comments were incorporated into the document and presented to the Council at its first regular meeting in 1994.

At that meeting, the Council moved to table adoption of the Standards until its next meeting on January 24, 1994, to afford all members an opportunity to review the Standards.

POLICY ISSUES

The document is an attempt to achieve maximum uniformity of engineering and construction practices within the City of Gig Harbor as applicable to the city's public systems and recreational facilities. It is meant as a supplement to WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal

Mayor Wilbert and City Council
Memorandum Re Public Works Standards
January 19, 1994
Page Two

Construction as well as City policies, codes and ordinances. While these standards are intended to apply to all projects within the City limits, they are also intended to be utilized in applicable circumstances where the City's service areas, annexation areas, or planning areas extend outside its limits.

FISCAL IMPACT

None. Copies of the Public Works Standards will be provided to the public at a nominal fee adequate to cover the costs of publishing the document and updating as necessary.

RECOMMENDATION

Staff recommends a Council motion to adopt the City of Gig Harbor Public Works Standards and approve the accompanying the resolution.

CITY OF GIG HARBOR
RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PUBLIC WORKS STANDARDS
OF THE CITY OF GIG HARBOR

WHEREAS, it is necessary that the City of Gig Harbor has definite written guidelines and Public Works standards for development projects so that both the city staff and all property owners, developers, and contractors can better plan for development projects and

WHEREAS, it is of benefit to all concerned that said guidelines and standards be located in one reference manual, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, as follows:

Those certain guidelines and standards entitled "PUBLIC WORKS STANDARDS" for the City of Gig Harbor and published in 1994 are hereby adopted as the official public works standards for use on all development projects within the City of Gig Harbor and on all development projects located within the City of Gig Harbor's service areas, annexation areas, or planning areas to the extent that the city has the authority to require such guidelines and standards.

Passed this _____ day of _____, 1995.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk:
Passed by City Council:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: HEARING EXAMINER CONTRACT
DATE: JANUARY 18, 1994

INTRODUCTION/BACKGROUND

Attached is a revised Hearing Examiner contract, which has been reviewed by legal counsel. Ron McConnell, our current Hearing Examiner, has requested a \$10 per hour rate increase in his fee, from \$75 to \$85 dollars per hour. Mr. McConnell correctly indicates that this is an increase in our budget for his position of \$1500 per year. Also, Mr. McConnell points out that the \$85 hourly rate is a standard rate for his services, in such cities as Duvall, Marysville, Kirkland, and Puyallup.

CONTRACTUAL ISSUES

This contract defines the Hearings Examiner duties as those duties which are defined by city code and State statute. The agreement clarifies the employment relationship of the Hearing Examiner to the city. Also, this contract requires that the Hearing Examiner submit rules of procedure to the city for adoption by resolution. The resolution of disputes was accomplished through arbitration in the old agreement; this agreement uses Superior Court as the mechanism of dispute resolution, a change recommended by Carol Morris, our legal counsel.

RECOMMENDATION

Staff recommends a motion to approve the contract as presented.

CONTRACT FOR PROFESSIONAL SERVICES
CITY OF GIG HARBOR
HEARING EXAMINER

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHMC) chapter 17.10;

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC Section 17.10.060 for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC chapter 17.10; NOW, THEREFORE,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. Duties. The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC chapter 17.10, and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month, which shall document his hours of service in a report, and his travel, photocopying, mailing and telephone expenses incurred in the performance of duties under this Agreement.

2. Compensation.

- A. The Hearing Examiner shall provide services to the City at an hourly rate of eighty-five dollars (\$85.00) for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of two and one-half hours (2-1/2) for each public hearing, meeting and/or site visit conducted in Gig Harbor.
- B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at twenty-eight cents (\$0.28) per mile. The City shall also reimburse the Examiner for his costs involved in photocopying, mailing and telephone expenses incurred in the performance of his duties as Examiner.
- C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through December 31, 1994.

4. Examiners Pro Tem. In the event of a conflict or disqualification or when in the discretion of the Hearing Examiner the use of an Examiner Pro Tem is required, the Mayor shall appoint an Examiner Pro Tem to hear cases.

5. Billing and Payment. The City shall make (monthly) payments to the Examiner, within 45 days of receipt of his report described in Section 1 herein.

6. Employee Status. The employment relationship of the Examiner shall be governed by this Agreement. The Examiner is an independent contractor providing professional services to the City pursuant to this Agreement. The Examiner maintains other professional offices, and provides professional services to clients other than Gig Harbor. As such, the Examiner is not an employee of the City, and shall be responsible for the payment of federal income tax and other taxes, fees or charges from the compensation paid to them by the City. The Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, overtime, compensatory time or any other benefit not specifically addressed and provided for by this Agreement. The Examiner shall be subject to the rules of conduct of the relevant personnel policies of the City of Gig Harbor, RCW 35A.42.020 and RCW 35A.42.050, as the same now exists or may hereafter be amended.

7. Conflict of Interest. It is acknowledged that the Examiner will provide work and services for other clients in the course of their business. The Examiner agrees not to perform such services for other clients where a conflict of interest or other violation may exist.

8. Rules of Procedure. The Examiner shall be responsible for recommending rules of procedure for proceedings before the City Hearing Examiner, which rules shall be adopted by Council

resolution. In addition, the Examiner shall be responsible for recommending necessary changes to those rules.

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from the Examiner's negligent performance of this Agreement. In addition, the Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside of the scope of his official duties, as described in this Agreement, GHMC chapter 17.10, RCW 35A.42.020 and RCW 35A.42.050.

10. Nonexclusive contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners and to contract for additional services in the future. Nothing herein shall be interpreted to prohibit such future appointments nor to guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Examiner in future years. The City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

11. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

12. Renewal. This Agreement shall be renewable by the City by giving thirty (30) days written notice prior to the conclusion

of the contract term. Failure to do so will terminate the Agreement. Renewal shall be effective upon written acknowledgement and renewal by the Examiner.

13. Termination. This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC chapter 17.10, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services performed by the Examiner to the effective date of termination, as described in his final report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

14. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.

Planning and Development Services

McConnell/Burke, Incorporated

11000 N.E. 33rd Place Suite 101 Bellevue, Washington 98004 (206) 827-6550 FAX: 889-0730

October 1, 1993

Mark Hoppen
City Administrator
City of Gig Harbor
Post Office Box 145
Gig Harbor, WA 98335


Dear Mark:

Back in 1990 I negotiated a fee schedule with Mike Wilson for 1991 and 1992. At that time Joe Wallis worked for McConnell/Burke, Inc. and served as the pro-tem examiner in Gig Harbor. His regular billing rate was \$10.00 per hour lower than mine, but Mike and I agreed to average Joe's and my fees so there would be one billing rate for hearing examiner services in Gig Harbor. That agreement also assumed Joe would hear approximately half of the cases. Joe left McConnell/Burke, Inc. a year ago and I have heard all of the cases during that period. In the future, I expect Bob Burke, the other principle in our firm, to serve as pro-tem.

As I noted, my agreement with Mike was for 1991 and 1992 and no fee increase was requested for 1993. Therefore, at this time I would like to propose that fees for hearing examiner services be raised to \$85.00 per hour for 1994. That will bring our fees in line with what we charge the other jurisdictions which we serve. Based on the past twelve months of Hearing Examiner billings for the City of Gig Harbor, I would estimate that the increase in the 1994 Hearing Examiner budget would amount to approximately \$1,500.

I would be happy to discuss this proposal with you at your convenience.

Sincerely,


Ron McConnell, AICP
Vice President

HEARING EXAMINER
EMPLOYMENT AGREEMENT

THE PARTIES

The parties to this agreement are as follows: Ron McConnell, hereinafter referred to as "Examiner", and the City of Gig Harbor, Washington, hereinafter referred to as the "City".

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the City agrees to hire Examiner for the City of Gig Harbor and Examiner agrees to provide administrative hearing services for the city.

THE AGREEMENT

The parties hereto agree as follows:

- A. Examiner shall at all times faithfully, expeditiously, and to the best of his ability and experience, perform all of the duties that may be required of him pursuant to the express and implicit terms of this agreement and pursuant to the rules of professional ethics.
- B. The City shall compensate Examiner for conducting quasi-judicial public hearings on individual land-use applications and rendering decisions or recommendations thereon to the City Council as follows.
 1. The City shall compensate Examiner at an hourly rate of seventy dollars (\$70.00) from January 1, 1991 to December 31, 1991 and at the hourly rate of seventy-five dollars (\$75.00) for such work after January 1, 1992, for work as outlined in Chapter 17.10 of the Gig Harbor Municipal Code and adopted Rules of Procedure. The City agrees to compensate Examiner at the above rate based on a minimum of two and one-half hours (2-1/2) for each public hearing meeting/site visit conducted in Gig Harbor. Such hours shall be calculated at the time Examiner

is inside the City of Gig Harbor for performance of his duties.

2. The City shall reimburse Examiner for travel to and from Gig Harbor and Examiner's place of employment at twenty four cents (\$0.24) per mile. The City shall also reimburse Examiner for photocopying, mailing, and telephone expenses incurred in the performance of his duties as hearing examiner.
- C. The term of this agreement shall be open ended commencing January 1, 1991, and terminating upon sixty (60) days written notice of either party to the other party.
- D. Examiner's performance shall be evaluated by the City Administrator and/or Planning Director annually.
- E. Any breach or evasion of this agreement or dispute between the parties relative to the terms herein shall be resolved by arbitration. If the parties are unable to agree upon an arbitrator then:
1. The parties may each appoint a representative and the representatives shall then agree upon an arbitrator; or in the event the representatives are unable to so agree, then,
 2. Either party may, upon giving ten (10) days notice to the other, apply to the Pierce County Superior Court for appointment of an arbitrator.

The parties agree to share the costs of such arbitration.

- F. Examiner shall perform his work under the conditions and time-frame established under Chapter 17.10 of the Gig Harbor Municipal Code and Rules of Procedure.

This contract contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.


Hearing Examiner Agreement
Page 3

No waiver or modification of this agreement shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

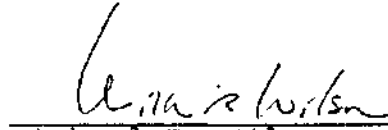
DATED this 6th day of February, 1991.

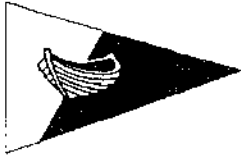
CITY OF GIG HARBOR


Gretchen Wilbert, Mayor


Ron McConnell, Examiner

ATTEST:


Michael R. Wilson



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: LITTLE LEAGUE USE OF CITY PARK
DATE: JANUARY 18, 1994

INTRODUCTION

The Gig Harbor area has historically been served for youth sports activity by the Peninsula Athletic Association. The PAA emphasizes sports activity for all youth without the competitive training found in AAU youth activities or other "elite" sports activity. Recently, youth baseball enthusiasts have sought a more competitive youth baseball league than the baseball league offered by PAA. The new Little League organization is based on the long-established national youth baseball organization of the same name.

BACKGROUND/ISSUES

The Little League is looking for dedicated field space to service approximately 300 youngsters. The league, while competitive, is open to both genders, and provides the opportunity for youngsters to participate at their skill level, either as a "major" or a "minor." Field space is a relatively scarce commodity, given the PAA activity. So, Little League has approached the City of Gig Harbor to utilize the City Park field. Eventually, the Little League has aspirations of building youth baseball fields in a dedicated baseball facility. At least for the next two years, however, Little League would like to use the city field.

POLICY ISSUES

The city has not recently had dedicated users of this field space, although I can remember playing PAA hollywood ball on this field in 1963. Only recently has this field been capable of supporting any kind of a regulation game with the addition of field space, backstop, and bleachers donated by the Womans Auxiliary of the Fishermans Club and the Fortnightly Club. Should the city have dedicated users of this field? Is the competitive nature of this program consistent with city objectives for the park? A few hundred area youth are likely to be served. Moreover, PAA and the Little League appear to be communicating and collaborating to serve area youth.

FISCAL IMPACT

The attached contract suggests revenue shared from concessions. The Little League would need to be responsible for clean-up and field preparation (lining, dragging).

RECOMMENDATION

Staff recommends we approve an agreement and the dedicated use of the field, subject to the attached contract. The liability limit is recommended by the city's insurer. The contract as presented has not been reviewed by legal counsel.

**CITY PARK PLAYFIELD
CONCESSION OPERATION AND FIELD USE AGREEMENT**

This agreement is entered into between the City of Gig Harbor, Washington, hereinafter referred to as the "City" and Gig Harbor Little League, on the ____ day of _____, 1994.

WITNESSETH:

WHEREAS, the City of Gig Harbor owns the ball field located at City Park, Vernhardson at Randolph Streets in Gig Harbor; and

WHEREAS, both the City of Gig Harbor and the Gig Harbor Little League have reached this agreement for the cooperative development, maintenance, scheduling and concession operation of the City Park Playfield;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

- A. The Gig Harbor Little League shall furnish the City of Gig Harbor with an annual profit and loss statement for any concession type operation. This statement shall be submitted to the City Administrator of Gig Harbor each year, no later than the first day of October.
- B. The Gig Harbor Little League shall pay to the City of Gig Harbor an amount not less than 10% of the first \$1,000 gross profit from the concession operation and 15% of any total over \$1,000. That deposit shall be made on or before the first day of December.
- C. The City and the Gig Harbor Little League will work together in scheduling use of the facility to assure optimal utilization by the public.
- D. The City and the Gig Harbor Little League will work together in operating and maintaining the facility and in planning any future improvements. The Little League will pay the city employee labor costs of lavatory, bleacher, and field maintenance associated with its use.
- E. The Gig Harbor Little League agrees to defend, indemnify and save harmless the City of Gig Harbor, its appointed and elective officers and employees from and against all loss or expense, including but not limited to judgements

settlements, attorney fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use, thereof arising out of or in consequence of this agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Gig Harbor, its appointed or elected officials or employees.

- F. This agreement shall be in effect for two years from the date hereof. At any time either party hereto may terminate this agreement by giving the other party sixty days written notice of such termination. In the event that this agreement is terminated, all improvements made shall become the City of Gig Harbor property unless otherwise negotiated and agreed to in writing.
- G. The Gig Harbor Little League shall carry liability insurance in the amount of one million dollars. The policy needs to name the City of Gig Harbor as an additional insured with respect to incidents within city limits. Coverage is to be non-contributory and primary over any coverage the city may have in place and shall note a cross-liability clause. This insurance policy shall be updated on a yearly basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

GIG HARBOR LITTLE LEAGUE:

Gretchen A. Wilbert, Mayor

Mark E. Hoppen, City Administrator

FIELD UTILIZATION **HOURS PER WEEK**

TRYOUTS

Saturday April 9, 1994, Team Try-Outs from 8:00 AM to 5:00 PM - **Field Use 9 Hours**

PRACTICES

Beginning Monday April 11, 1994, Team Practice Sessions from 3:30 PM to 7:30 PM, Monday through Friday. Team practices will continue on a weekly basis Monday through Friday for the entire season, April 11, 1994 through August 5, 1994. - **Field Use 24 Hours per Week for 17 Weeks or 408 Hours of Practice Time.**

GAMES

Games will be played on Saturday's and Sunday's from 8:00 AM through 5:00 PM for the period May 7, 1994 through August 7, 1994 (no games the weekend of July 2, 1994) or 12 weeks. - **Field Use 18 Hours per Weekend or 216 Hours of Game Time.**

TOTAL FIELD USE, APRIL 9, 1994 THROUGH AUGUST 7, 1994 - 633 HOURS

GMSCHLL.XLS

	SATURDAY GAMES			SUNDAY GAMES		
WEEK 1	8:00 AM	MAY 7	1 VS 4 MAJORS	8:00 AM	MAY 8	2 VS 7 MINORS
	11:00 AM	MAY 7	2 VS 3 MAJORS	11:00 AM	MAY 8	3 VS 6 MINORS
	2:00 PM	MAY 7	1 VS 8 MINORS	2:00 PM	MAY 8	4 VS 5 MINORS
WEEK 2	8:00 AM	MAY 14	7 VS 1 MINORS	8:00 AM	MAY 15	6 VS 4 MINORS
	11:00 AM	MAY 14	8 VS 2 MINORS	11:00 AM	MAY 15	3 VS 1 MAJORS
	2:00 PM	MAY 14	5 VS 3 MINORS	2:00 PM	MAY 15	4 VS 2 MAJORS
WEEK 3	8:00 AM	MAY 21	3 VS 4 MINORS	8:00 AM	MAY 22	3 VS 4 MAJORS
	11:00 AM	MAY 21	2 VS 5 MINORS	11:00 AM	MAY 22	1 VS 2 MAJORS
	2:00 PM	MAY 21	1 VS 6 MINORS	2:00 PM	MAY 22	7 VS 8 MINOR
WEEK 4	8:00 AM	MAY 28	4 VS 8 MINORS	8:00 AM	MAY 29	2 VS 6 MINORS
	11:00 AM	MAY 28	4 VS 1 MAJORS	11:00 AM	MAY 29	3 VS 2 MAJORS
	2:00 PM	MAY 28	3 VS 7 MINORS	2:00 PM	MAY 29	1 VS 5 MINOR
WEEK 5	8:00 AM	JUNE 4	4 VS 1 MINORS	8:00 AM	JUNE 5	6 VS 7 MINORS
	11:00 AM	JUNE 4	3 VS 2 MINORS	11:00 AM	JUNE 5	5 VS 8 MINORS
	2:00 PM	JUNE 4	3 VS 1 MAJORS	2:00 PM	JUNE 5	4 VS 2 MAJORS
WEEK 6	8:00 AM	JUNE 11	3 VS 4 MAJORS	8:00 AM	JUNE 12	1 VS 2 MAJORS
	11:00 AM	JUNE 11	1 VS 3 MINORS	11:00 AM	JUNE 12	2 VS 4 MINORS
	2:00 PM	JUNE 11	5 VS 7 MINORS	2:00 PM	JUNE 12	6 VS 8 MINORS
WEEK 7	8:00 AM	JUNE 18	6 VS 5 MINORS	8:00 AM	JUNE 19	4 VS 7 MINORS
	11:00 AM	JUNE 18	3 VS 8 MINORS	11:00 AM	JUNE 19	1 VS 4 MAJORS
	2:00 PM	JUNE 18	1 VS 2 MINORS	2:00 PM	JUNE 19	2 VS 3 MAJORS
WEEK 8	8:00 AM	JUNE 25	1 VS 4 MAJORS	8:00 AM	JUNE 26	2 VS 7 MINORS
	11:00 AM	JUNE 25	2 VS 3 MAJORS	11:00 AM	JUNE 26	3 VS 6 MINORS
	2:00 PM	JUNE 25	1 VS 8 MINORS	2:00 PM	JUNE 26	4 VS 5 MINORS
WEEK 9	8:00 AM	JULY 9	7 VS 1 MINORS	8:00 AM	JULY 10	6 VS 4 MINORS
	11:00 AM	JULY 9	8 VS 2 MINORS	11:00 AM	JULY 10	3 VS 1 MAJORS
	2:00 PM	JULY 9	5 VS 3 MINORS	2:00 PM	JULY 10	4 VS 2 MAJORS
WEEK 10	8:00 AM	JULY 16	3 VS 4 MINORS	8:00 AM	JULY 17	3 VS 4 MAJORS
	11:00 AM	JULY 16	2 VS 5 MINORS	11:00 AM	JULY 17	1 VS 2 MAJORS
	2:00 PM	JULY 16	1 VS 6 MINORS	2:00 PM	JULY 17	7 VS 8 MINORS
WEEK 11	8:00 AM	JULY 23	4 VS 8 MINORS	8:00 AM	JULY 24	2 VS 6 MINORS
	11:00 AM	JULY 23	4 VS 1 MAJORS	11:00 AM	JULY 24	3 VS 2 MAJORS
	2:00 PM	JULY 23	3 VS 7 MINORS	2:00 PM	JULY 24	1 VS 5 MINOR
WEEK 12	8:00 AM	AUGUST 6	4 VS 1 MINORS	8:00 AM	AUGUST 7	6 VS 7 MINORS
	11:00 AM	AUGUST 6	3 VS 2 MINORS	11:00 AM	AUGUST 7	5 VS 8 MINORS
	2:00 PM	AUGUST 6	3 VS 1 MAJORS	2:00 PM	AUGUST 7	4 VS 2 MAJOR



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: AMENDMENT TO AGREEMENT FOR PUBLIC HEALTH SERVICES
DATE: JANUARY 18, 1994

Previously, you tabled an action on the agreement for public health services between the City of Gig Harbor and the Tacoma-Pierce County Health Department for the provision of basic health services to the citizens of Gig Harbor. As provided for in the current agreement, this amendment extends the current agreement to December 31, 1994 and adjusts the amount payable for the 1994 year.

The allocation was reached by weighting the service hours to clients within a given jurisdiction based on hours per unit of service times incidence of activity. A fairly complicated allocation technique was used in an attempt by the Health Department to develop an equitable payment allocation system.

Only Gig Harbor citizens are the recipients of services paid by our assessment dollars. Initially, we had some unresolved questions about the manner in which our allocation was calculated. About 60% of our allocation was based on food safety program costs, even though almost 100% percent of the costs of food inspection to our jurisdiction are paid by local user fees. I asked that the Health Department consider revising this illogical formula.

The reduction of \$3,812 in the attached contract reflects the re-calculation of our allocation to discount all user fees from the assessment service ratio.

Recommendation

Approve the attached contract amendment for the '94 budgetary year.



**TACOMA-PIERCE COUNTY
HEALTH DEPARTMENT**

Board of Health

DOUG SUTHERLAND, Chair - Pierce County Executive
JACK H. HYDE, Ph D, Vice-Chair - Tacoma Mayor

Director of Health

FEDERICO CRUZ-URIBE, MD, MPH

January 10, 1994

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

Dear Mayor Wilbert:

We have enclosed your revised 1994 Health Department agreement which reflects the correction of your 1994 contribution in the amount of \$22,487. This amount is \$3,812 less than the first contract sent to you. The difference is due to recalculation of the service statistics.

We would appreciate it if you, your City Clerk, and your City Attorney would please sign and date the page indicated and return this agreement to us by February 1st.

Thank you for your assistance in this matter. If you have any questions, please call me at 591-6421.

Sincerely yours,

Eletta Tiam-Quiboloy
Eletta Tiam-Quiboloy
Business Manager

ETQ:ev

Enclosure

AMENDMENT TO AGREEMENT FOR PUBLIC HEALTH SERVICES

WHEREAS, there exists an agreement dated September 4, 1991 by and between Tacoma-Pierce County Health Department, hereinafter called "Health Department" and the City of Gig Harbor, hereinafter called the "City," and

WHEREAS, the City desires that the Health Department continue in 1994 to administer and render public health services for the benefit of the City, and

WHEREAS, the City agrees to pay the amount for provision of these public health services as calculated for 1994 using the funding formula set forth in the *Agreement Providing for Creation and Operation of a Combined County-City Health Department*, and

WHEREAS, provisions in said Agreement for Public Health Services allow for the extension of said Agreement,

NOW, THEREFORE, it is agreed to amend said Agreement for Public Health Services as follows:

1. Provision 2. City Contribution---the amount shall be amended to be \$22,487 (Twenty-Two Thousand Four Hundred Eighty-Seven Dollars). Said sum shall be paid to the Health Department in at least quarterly installments during the calendar year 1994. Said sum is to be paid in full before December 31, 1994.

2. Provision 4. Term---the term of this Agreement as amended shall commence January 1, 1994 and shall terminate December 31, 1994.

All previously existing terms and conditions of this Agreement shall remain the same and shall be in continuous full force and effect. In the case of conflict between this Amendment and the above identified Agreement, the terms of this Amendment shall prevail.

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

By: _____ Date: _____
Chair, Board of Health

By: _____ Date: _____
Health Officer

City of Gig Harbor, a municipal corporation

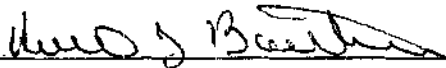
By: _____ Date: _____
Mayor

Attest: _____
City Clerk

Annual Payment due for 1994: _____

Approved as to form:

Preston Thorgrimson Shidler Gates & Ellis

By: 
Robert J. Backstein
Attorney for Tacoma-Pierce County Health Department

City of Gig Harbor

By: _____
City Attorney

This amendment to agreement is hereby accepted and approved this _____ day of _____, 19____.

CITY OF TACOMA

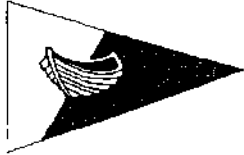
By: _____
Mayor

Date: _____

PIERCE COUNTY

By: _____
County Executive

Date: _____



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 831-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM: Planning Department

DATE: January 19, 1993

SUBJ.: Proposed Amendment to Title 3.30 GHMC -- First Reading
Fee Schedule Update/Revisions

Overview

In 1990, the City adopted Title 3.30 of the Gig Harbor Municipal Code, which established a fee schedule for building, zoning and land-use permits. Since then, the fee schedule has been updated twice: in 1991 to include fire code inspection fees and just recently to include public works plan reviews and construction inspections. None of the zoning and land-use fee categories have been updated.

Recent review of fee schedules from other jurisdictions reveals that, for the most part, the City of Gig Harbor charges substantially less for the respective type of permit. Although a comparison with other jurisdictions fee schedules may serve some purpose as a base point, it does not reflect what our actual permit processing costs are. In order to gain some perspective on this issue, staff has prepared a table which provides a comparison between the application fee versus the cost to process the application. The costs were determined using an average of the number of hours staff (and the Hearing Examiner, as appropriate) expended for each respective application type. Where known, a range (low-high) is provided.

Proposal

It is apparent that the costs to actually process the application exceeds the fee by two to three times, on the average. Only in three instances are the fees actually more than the average processing costs.

In order to capture as much revenue as possible to offset processing costs, staff has proposed an updated fee schedule which substantially reduces or eliminates the current level of subsidy.

Table I Current Fee versus Processing Costs

Application	Fee Charged	Cost to Process	Revenue Loss
Variance	\$100	\$450~	Y
Conditional Use	\$100	\$450~	Y
Site Plan	\$100 - 1,000~	\$450	Y
Shoreline SDP	\$200	\$400 - 24,400	Y
Variance	\$250	\$450	
Conditional Use	\$250	\$450	
Shoreline Rev.	\$75	\$125	Y
Short Plat	\$145~	\$135	N
Subdivision	\$500~	\$400 - 800	Y
Annexation	\$150	\$400 - 2,470	Y
Appeal to HEX	\$50	\$225 - 3,100	Y
Appeal to Council	\$100	\$96	N
Boundary Line Adj.	\$20	\$30	Y
Preapplication	\$000	\$80	Y
Sign Permits	\$10-50	\$45 - 60	Y

As most of the applications processed over the past three years have been request for variance from the minimum standards of the zoning code, this would be the application most affected. 77% of the variance requests are associated with single family residential construction (new/additions/remodels). Staff is proposing to increase this fee from its current \$100 to \$450.

Staff is also proposing that the flat rate for shoreline permit applications be replaced by a sliding fee schedule (similar to site plan review). Usually, the more extensive the project, the more time staff allocates to the project application. Because shoreline permit applications are subject to a more extensive review process than most other permits, the rate scale should be higher. Staff proposes to set a base fee of \$250 for shoreline substantial development applications with additional fees based upon the cost or the fair market value of the project, which ever is higher. Shoreline variances and conditional use fees are in addition to the SDP fee. However, an increase is only proposed for those permits which are not associated with an SDP. This would raise the fee for "stand alone" applications from the current \$250 to \$475, which reflects the time allocated to processing an application.

Other proposed changes are:

1. Amendments to site plans would be subject to a fee of \$25.00 for a minor revision (administrative review) to \$125.00 for a major amendment. The fee

schedule is amended to provide a flat rate of \$225 for site plans which are a result of change of occupancy without expansion and an amended sliding fee schedule based upon square footage as opposed to the current "valuation-based" system. Also, residential development requiring site plan review would be subject to the same rate as subdivisions (base + per unit charge).

2. Planned Residential District (PRD) fee is reduced from \$100 to \$75. The cost of processing would be recaptured in subdivision fees.
3. Subdivision fees would be increased from the base of \$300 + \$15 per each lot over 8 to a base fee of \$500 plus \$25.00 per lot. Final plat fees would be \$250 for the plat, from the current \$15 per lot. Plat amendments are a new fee and would be a flat \$150. Replats would be a new fee and would be a flat rate of \$250.
4. Wetlands and critical area analysis would be subject to a nominal fee ranging from \$15.00 up to \$75.00.
5. A new fee for land clearing/erosion control permits is established at a flat rate of \$100.
6. Preapplication conferences (which is a free service) remains free, unless the prospective applicant requests a written follow-up report from staff. The costs of the report would be \$35.00 to cover staff time.
7. SEPA fees would be amended to include a reasonable fee for appeals to the Hearing Examiner. The base would be increased to \$150 but would also include a billing for the Hearing Examiner's time expended, based upon the Hearing Examiner's rate in effect. The SEPA appeal fee is proposed to be capped at \$150 for appeals of projects filed by interested persons who live within three hundred feet of the project site. A new fee is proposed for appeals of administrative decisions on the conditioning or denying of a permit under SEPA. This reflects 1993 changes to the City's Environmental Policy Ordinance.
8. New fees to cover staff time and expenses in providing written responses to requests for information that require a search of "inactive" files. The proposed fee of \$35 covers one hour of time and would not apply to written requests on "active" files.

Finally, the ordinance is proposed to be amended to permit future fee schedule updates to be adopted by resolution as opposed to an ordinance. This proposed adoption process is more timely and cost-effective.

Policy Issues

The fee schedule ordinance is a legislative matter subject to the discretionary action of the City Council. The principle guiding policy behind the ordinance is to balance the costs of processing a permit or providing a service with a fee which is considered reasonable and appropriate. The Council has, in the past, considered the potential impact of the fee charge on the ability or desire of residents to want to pay that fee. Staff's position in this matter is to make the fee pay for the process.

Fiscal Impact

The proposal is to equalize the imbalance in our current fee schedule between the costs and the revenue. By equalizing permit processing costs with the revenue required to maintain the service, a general public subsidy would no longer be required.

Recommendation

Staff recommends adoption of the revised fee schedule ordinance and resolution. Following the first reading of the ordinance, staff will make any necessary adjustments or changes as directed by Council. A final ordinance will be submitted for Council action at the second reading of this ordinance.

CITY OF GIG HARBOR

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING CHAPTER 3.40 OF THE GIG HARBOR MUNICIPAL CODE
TO REVISE PLANNING-BUILDING FEES AND TO ADOPT SAID FEES
BY RESOLUTION OF THE CITY COUNCIL**

WHEREAS, the City of Gig Harbor has adopted application fees for various land use development permits and building inspection fees necessary to insure adherence to municipal and state regulations, and

WHEREAS, it is necessary to review current fees and to evaluate the actual costs of processing permit applications, and

WHEREAS, a recent analysis by staff revealed that the actual costs of processing the majority of land-use applications exceeded the application fee received;

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

Section 1. Chapter 3.40 of the Gig Harbor Municipal Code, entitled Land Use Development Application Fee Schedule, is hereafter titled Adoption of Fees for Land Use Development Applications, Permits, and Inspections.

Section 2. Section 3.40.010 of the Gig Harbor Municipal Code, entitled Land Use Development Application Fee Schedule, Section 3.40.020 entitled Engineering Review/Construction Inspection Fees, and Section 3.40.030 entitled Advertising Fees are hereby repealed.

Section 3. A new Section 3.40.010 is hereby added to the Gig Harbor Municipal Code to read as follows:

Section 3.40.010. Fees for Land Use Development Applications, Permits and Inspections.

The City Council shall establish by resolution fee schedules for planning and building applications and permits, engineering plan review fees, and construction inspection fees, and may adjust such fees periodically by resolution.

Section 4. Section 17.80.030 of the Gig Harbor Municipal Code, is hereby amended as follows:

17.80.030 Permits required. The following regulations shall apply to all signs.

A. Permit Requirements.

1. Application/Fees. Applications for signs shall be accompanied by:

- a. Two site plans showing the location of the affected lot, building(s) and sign(s), showing both existing signs;
- b. Two copies of a scale drawing of the proposed sign or sign revision, including size, height, copy, structural, footing details, material specifications, method of attachment, illumination, front and end views of marquees, calculation for dead load and wind pressure, photograph of site and building marked to show where sign or marquee is proposed, and any other information required to ensure compliance with appropriate laws;
- c. Written consent of the owner of the building, structure, or property where the sign is to be erected;
- d. A permit fee ~~as provided in the following fee schedule~~ is adopted by Resolution of the City Council.
 - i. Exemptions. The code administrator may waive submission of plans and specifications when the structural aspect is of minor importance.
 - ii. ~~Permit fees. Permit fees shall be in accordance with the following fee structure:~~

<u>TYPE OF SIGN:</u>	<u>SIZE</u>		
	25-50 sq ft	51-99 sq ft	100 sq ft/more
Projecting	\$35.00	\$ 45.00	\$ 55.00
Wall sign, nonelectric	35.00	45.00	55.00
Wall sign, electric	40.00	50.00	60.00
Ground, nonelectric	50.00	65.00	70.00
Ground, electric	60.00	70.00	80.00
All signs less than 25 sq. ft.: \$10.00			
Change of sign, all sizes: \$10.00			
Variance Application: \$100.00			

~~2. Administrative Requirements. The code administrator shall ascertain that the sign installer has a valid Washington State contractors license, unless the sign is being installed by the owner of the sign.~~

~~3. Variances. Any person may apply to the hearing examiner for a variance from the requirements of this chapter. Variances shall be processed by the code administrator. The hearing examiner may grant a variance from the provisions and/or the requirements of the chapter when:~~

~~a. The granting of the variance would not be materially detrimental to the property owners in the vicinity and the variance sought is of minimum sign size, height, and scope to meet the conditions and needs of the applicant; and~~

~~b. The granting of the variance would not be contrary to the objectives of this chapter; and~~

~~c. The signage of the property in question cannot be adequately met under the literal interpretation and strict application of the chapter; and~~

~~d. The granting of the variance is necessary because of special circumstances relating to property location, topography, shape, and size; site distance and limited view to property; and/or dependency of business to visual access of freeway traffic in the freeway interchange area (Area 1).~~

~~4. Administrative Waiver—Off premises Signs. Off premises commercial signs are prohibited by the city, unless a waiver is granted by the code administrator for an off premises directional sign. Waivers shall only be granted upon a clear demonstration that the applicant's business or property is not visible from any streets or roads or on premises signing cannot adequately convey the location and identity of the business to consumers who would normally use the business.~~

~~a. Such signs shall be directional only (no advertising other than name and location).~~

~~b. No more than two such signs for each business shall be approved.~~

~~c. The total area of the sign shall not exceed twenty-four square feet, such sign(s) must be permanently installed on private property, and the application must be accompanied by written permission of the owner of the property where the sign is to be located. Portable directional signs are not permitted, except real estate directional signs.~~

~~d. Such sign shall meet all other applicable provisions of this chapter.~~

~~e. If more than one business in an immediate area has need for an off-premise directional sign, all must be identified on the same sign.~~

~~***~~

Section 5. Severability. If any section, sentence, clause or phrase of this section, sentence, or 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 phase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary which is hereby approved.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY: _____

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk:
Passed by City Council:
Date Published:
Date Effective:

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

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
WHICH ESTABLISHES FEES FOR LAND USE PLANNING AND BUILDING
APPLICATIONS AND PERMITS**

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

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

The Planning and Building fees for various land use development applications and permits are established as follows:

A. LAND USE DEVELOPMENT APPLICATION FEE

1) Amendment to Comprehensive Plan

Map Designation	\$750
Text	\$400
Map change + text	\$1,000

2) Amendments to Zoning Code

Zoning District Boundary	\$425
Text	\$275
Boundary change + text	\$650

3) Conditional Use Permit \$450

4) Variance \$450

5) Planned Residential District \$75

6) Site Plan/Binding Site Plan Review

Occupancy Change (no external structural changes) \$200

0 - 10,000 sq. ft. commercial floor area (CFA) \$75/each 1000 sq. ft.

10,001-20,000 sq. ft. CFA \$100/each 1000 sq. ft.

	>20,000 sq. ft. CFA	\$125/each 1000 sq. ft.
	Multifamily (3 or more attached dwelling units)	\$200 + \$25/dwelling unit
7)	Land Clearing/Erosion Control	
	Permit	\$100
8)	Subdivisions	
	Preliminary Plat	\$550 + \$25 per lot
	Final Plat	\$250 per lot
	Replats	\$225
	Amendments	\$150
9)	Short Subdivisions	
	Preliminary Plat	\$225
	Final Plat	\$150
	Amendment	\$75
	Boundary Line Adjustment	\$30
10)	Shoreline Management Permits	
	Substantial Development (based upon actual costs or fair market value, whichever is higher)	
	< \$10,000	\$100
	> \$10,000 < \$100,000	\$350
	> \$100,000 < \$500,000	\$700
	> \$500,000 < \$1,000,000	\$1,200
	> \$1,000,000	\$1,700
	Variance (w/o SDP)	\$400
	Conditional Use (w/o SDP)	\$400
	Revision	\$150
	Request for Exemption	\$15
11)	Wetlands/Critical Areas Analysis	
	Steep Slopes/Erosion Hazard	\$15
	Critical Habitat	\$35
	Wetlands Preliminary	\$35

Site Investigation

Wetlands Report Review \$75

12) Appeals to Hearing Examiner

Administrative Variance \$225
Administrative Decision \$120

13) Sign Permits

All signs less than 25 sq. ft. \$20
Change of Sign, all sizes \$20
Request for Variance \$150

Projecting \$35
Wall Sign, nonelectric
 25-50 sq. ft. \$35
 51-99 sq. ft. \$45
 >100 sq. ft. \$55
Wall Sign, electric
 25-50 sq. ft. \$40
 26-99 sq. ft. \$50
 >100 sq. ft. \$60
Ground Sign, nonelectric
 25-50 sq. ft. \$50
 26-100 sq. ft. \$60
Ground Sign, electric
 25-50 sq. ft. \$60
 26-100 sq. ft. \$70

B. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist \$150

2) Environmental Impact Statement

Prepared by Staff \$1,000 + \$45/hour
Prepared by Private Party \$250 + \$45/hour

3) Appeals of Decisions

Conditioning/Denying of Permit \$200

Administrators Final

Determination (DNS or EIS)

\$150 + Hearing Examiners costs for review (Examiner costs waived for listed parties of record within 300 feet of project site).

- C. ANNEXATION PETITION \$250
- D. UTILITY EXTENSION REQUEST \$100
- E. REQUESTS FOR INFORMATION
 - 1) Land-use information, verbal No Charge
 - 2) Land-use information, written response requested related to active permit No Charge
 - 3) Land-use information, written response requested, file search required \$35
 - 4) Preapplication Conference No Charge
 - 5) Preapplication Conference, written summary of meeting \$75

F. SPECIAL INSPECTIONS (AND PERMITS):

- 1) **Encroachment Permits** \$10

2) **Fire Marshal Inspections.** There is hereby imposed a \$20.00 inspection fee for all inspections carried out pursuant to the provisions of Section 2.201 of the Uniform Fire Code as now enacted or hereafter amended. The \$20.00 inspection fee shall include two reinspections for the purpose of ensuring the correction of any deficiencies noted in a prior inspection. If additional reinspections are necessary to ensure correction of any deficiency or defect, the Gig Harbor fire marshal shall charge a fee of \$30.00 per hour with a one-hour minimum and to be computed in one-quarter-hour increments, not to include travel time. All requested inspections which require a report will be processed under subsection Q4 of this section, Building Official Inspections.

3) **Article IV Permits.** The fire prevention bureau shall charge fees for processing permit applications required pursuant to Article IV of the Uniform Fire Code as now enacted or hereafter amended. The amount of the fee shall be set by ordinance of the Gig Harbor City Council and fee schedules shall be made available to members of the public upon payment of photocopying charges. When any occupancy requires multiple permits, the Gig Harbor fire marshal shall charge the highest of the several fees plus one-half of all other required fees.

4) **After Hours Inspection.** For any inspections authorized or required pursuant to the Uniform Fire Code and for which it is necessary to have an inspection made after normal business hours, which are Monday through Friday, 8:30 a.m. until 5:00 p.m., or on recognized City of Gig Harbor holidays, the Gig Harbor City Fire Marshal shall charge an inspection fee of \$45.00 per hour with a minimum of one hour to be measured in quarter-hour increments including travel time.

5) **Building Official Inspections** \$50

6) **Radon Testing.** The applicant for a building permit to construct a new single-family or multi-family building within the City of Gig Harbor shall pay \$15.00 for each living unit to cover the cost of supplying the owner of each new living unit a three-month etched track radon measuring device in accordance with a new section to RCW Chapter 19.27.

G. ADVERTISING FEES:

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

H. COPY SERVICES

1)	Zoning Map (18" x 24")	\$2.50
2)	Zoning Code	\$18.00
3)	Comprehensive Plan	\$15.00
4)	Shoreline Master Program	\$10.00

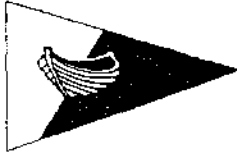
APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
City Clerk

Filed with City Clerk:
Passed by City Council:
Date Published:
Date Effective:



City of Gig Harbor, The "Maritime City."

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

TO: Mayor Wilbert and City Council

FROM: Tom Enlow

DATE: January 18, 1994

SUBJECT: 1994 Salary Schedule Ordinance

INTRODUCTION

At the time the 1994 budget ordinance was adopted, the employees' guild contract was still under negotiation. The salary schedule included in that ordinance listed guild member salary ranges at their 1993 rates and indicated that they would change when the guild contract was approved. This ordinance reflects the salary ranges approved in that contract.

RECOMMENDATION

Staff recommends the approval of this ordinance at its final reading during the next meeting.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING ORDINANCE 654, RELATING TO THE ESTABLISHMENT OF THE 1994 CITY PERSONNEL SALARY SCHEDULE.

WHEREAS, RCW Chapter 35A.33.075 requires that the City adopt a yearly budget ordinance setting the next year's salary schedule for city employees; and

WHEREAS, the City complied with the above and adopted Ordinance No. 654 setting the next year's salary schedule for city employees, but because of on-going negotiations with the employee guilds, not all salaries had been established at that time;

WHEREAS, the City's collective bargaining agreements with the employee guilds contemplated that the final salaries established through such negotiation would be effective January 1, 1994;

WHEREAS, Ordinance No. 654 must be amended to set forth the salaries established in the collective bargaining agreements; now, therefore,

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

Section 1. Ordinance No. 654 is hereby amended to establish and adopt the 1994 personnel salary schedule as set forth in Attachment 'A', attached hereto and incorporated herein by this reference. As provided in the collective bargaining agreements, the salaries are effective January 1, 1994.

Section 2. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

MARK E. HOPPEN
City Administrator/Clerk

Filed with City Clerk: 1/14/94
Passed by City Council:
Date Published:
Date Effective:

ATTACHMENT "A"
1994 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$4,410	\$5,513
Public Works Director	3,949	4,936
Chief of Police	3,736	4,670
Planning Director	3,481	4,351
Finance Director	3,358	4,197
Police Lieutenant	3,209	4,012
Police Sergeant	2,869	3,587
Public Works Supervisor	((2,934))3,088	((3,668))3,860
Sewer Plant Supervisor	((2,729))2,872	((3,411))3,590
Fire Marshal/Building Official	((2,633))2,830	((3,291))3,538
Construction Inspector	((2,490))2,565	((3,113))3,206
Associate Planner	((2,485))2,559	((3,106))3,199
Police Officer	2,491	3,114
Sewer Plant Operator	((2,394))2,526	((2,993))3,158
Equipment Operator	((2,381))2,500	((2,976))3,125
Maintenance Worker	((2,229))2,340	((2,786))2,925
Engineering Technician	((2,214))2,281	((2,768))2,851
Administrative Assistant	2,210	2,762
Court Administrator	((2,021))2,132	((2,526))2,665
Laborer	((1,887))1,982	((2,359))2,477
Court Clerk	((1,837))1,933	((2,296))2,416
Police Clerk	((1,774))1,854	((2,218))2,318
Accounting Clerk	((1,774))1,943	((2,218))2,429
Utility Clerk	((1,774))1,943	((2,218))2,429
Office Clerk	((1,620))1,685	((2,025))2,106
Assistant Municipal Court Clerk	((1,620))1,750	((2,025))2,187
Administrative Receptionist	((1,591))1,639	((1,989))2,049

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of January, 1994, 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, AMENDING ORDINANCE 654, RELATING TO THE ESTABLISHMENT OF THE 1994 CITY PERSONNEL SALARY SCHEDULE.

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

DATED this ____ day of January, 1994.

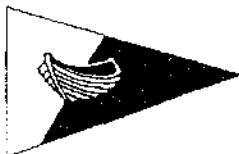
Mark E. Hoppen, City Clerk

Filed with City Clerk: 1/14/94

Passed by City Council:

Date Published:

Date Effective:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: PUYALLUP JAIL SERVICES CONTRACT
DATE: JANUARY 18, 1994

INTRODUCTION/BACKGROUND

Currently, we contract for jail services with Pierce County and with Kitsap County. Recently, Puyallup has opened a male-only facility which might occasionally be of use in terms of scheduling and convenience. For some people who need to serve jail time, Puyallup might be close to home, reducing transportation problems and increasing the likelihood of appearance for incarceration. This convenience might also reduce transportation labor costs in an instance where a Puyallup prisoner will subsequently be serving a Gig Harbor jail sentence. The \$45 per day fee compares to Kitsap County's \$46 per day fee and to Pierce County's \$36 per day fee (\$34 dollars additional booking charge regardless of number of days of incarceration time).

RECOMMENDATION

Move to approve the Mayor to sign the Interlocal Jail Services Agreement with the City of Puyallup as per the attached contract.



CITY OF PUYALLUP

Municipal Administration Building
218 West Pioneer
Puyallup, WA 98371
206/841-1321

RECEIVED

JAN 12 1994

CITY OF GIG HARBOR

OFFICE OF THE CITY ATTORNEY

January 4, 1994

Mark E. Hoppen
City Administrator
3105 Judson Street
Gig Harbor, WA 98335

Re: Interlocal Jail Services Agreement

Dear Mr. Hoppen:

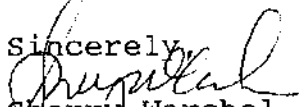
This letter is in follow-up to your letter to Bob Jean, Puyallup City Manager, and a phone message I received from you in early December. At the time of your phone message, your letter had not reached me so I was not quite sure what letter you were referring to. Now that the letter has reached my desk, I am in a much better position to respond. My apologies for the delay.

Attached you will find a new Jail Services Contract which was drafted subsequent to the proposed contract which you had previously received and referred to in your December 3, 1993 letter. As you will note in the new contract many of your concerns have been addressed, specifically under Section V, Indemnification, the standard is one of comparative negligence and not sole negligence.

Also, you had a concern listed as number (6) regarding the filing of the interlocal agreement with the Secretary of State and the Pierce County Auditor. Although RCW 39.34.040 provides for this, I do not believe it must be set forth in the agreement. We have even contacted the Pierce County auditor's Office regarding the filing of interlocal agreements and their office stated they did not know what to do with the agreements.

Please review the attached current interlocal agreement. If it meets with your approval, please obtain the appropriate signatures and forward to me to obtain City of Puyallup signatures. However, if you still have concerns, then please contact me again at 841-5528 and I will be happy to discuss any concerns/changes which you may have.

Sincerely,


Sherry Warchol

Assistant City Attorney

ENCL. :

INTERLOCAL AGREEMENT FOR JAIL SERVICES CONTRACT

THIS AGREEMENT is dated the _____ day of _____, 19____, and is entered into by and between the City of Gig Harbor, a municipal corporation, hereinafter referred to as "Gig Harbor", and the City of Puyallup, a municipal corporation, hereinafter referred to as "Puyallup", pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34), and the City and County Jails Act (RCW Chapter 70.48, as amended), for the purpose of providing jail services for prisoners charged with violations of Gig Harbor Ordinances.

I. DEFINITIONS

Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:

A. "City of Gig Harbor Prisoner" means a prisoner housed in the Puyallup Detention Facility when a Gig Harbor charge is the principal basis for confining that person (e.g., the person is confined by reason of a Gig Harbor ordinance violation - pre-trial or post-trial). It includes, but is not limited to:

1. A prisoner arrested by and booked on behalf of a Gig Harbor police officer by reason of an "open charge" or investigation of a felony;

2. A prisoner detained after for Gig Harbor after a Gig Harbor "hold" has been released; and

3. An individual arrested by Gig Harbor police and booked and housed in the Puyallup Detention Facility. It does not include any juvenile or female offenders.

B. "Puyallup Detention Facility" means a facility operated by the City of Puyallup primarily designed, staffed, and used for the temporary housing of adult male persons charged with a criminal offense prior to trial or sentencing and for the housing of adult male persons for purposes of punishment and correction after sentencing or adult male persons serving terms not to exceed ninety days as of the date of the execution of this agreement. "Facility" includes the City of Puyallup Detention Facility, at 311 West Pioneer, Puyallup, Washington, operated by Puyallup pursuant to this contract. Puyallup does not have adequate facilities to house juvenile or female persons.

II. JAIL AND HEALTH SERVICES

Puyallup shall accept for confinement and/or holding in the jail those persons who are Gig Harbor prisoners as defined in paragraph B of Definitions and shall furnish Gig Harbor with the jail facilities, booking, custodial services, and personnel for the confinement of Gig Harbor

prisoners at least equal to those Puyallup provides for the confinement of its own prisoners. The services provided will include basic medical care, as defined by Washington State Custodial Care Standards (WAC 289-20) except hospitalization, prescription, surgical and dental care which Gig Harbor agrees to bear. Puyallup will furnish to Gig Harbor all medical and health care services required pursuant to federal or state law and regulation promulgated thereto.

III. COMPENSATION

A. Puyallup authorizes the use to Gig Harbor of the Puyallup Detention Facility for confinement and/or holding of adult male persons booked and held on behalf of Gig Harbor, subject to available space and facilities as may be determined solely by Puyallup. Gig Harbor acknowledges and agrees that access to the Puyallup Detention Facility is a non-exclusive space available basis and further that Puyallup is contracting with and retains the right to contract with other cities for similar access to the Puyallup Detention Facility during the term of this contract.

B. Gig Harbor understands and agrees that prisoners committed to the Puyallup Detention Facility by Gig Harbor will be subject to being displaced at any time Puyallup finds that it does not have adequate facilities to house its own prisoners.

Interlocal Agreement for Jail Services
Puyallup/Gig Harbor
Page 4

C. Puyallup will not house any Gig Harbor prisoner for a period of more than ninety (90) consecutive days. Whenever bail or release upon some other form of recognizance has been arranged, Gig Harbor will notify Puyallup by Teletype or some other method, in writing, that such prisoner may be released from custody.

D. Gig Harbor shall, within eight (8) hours of being requested to do so, pick up a Gig Harbor prisoner that Puyallup determines is a threat to the safety of jail personnel or other prisoners or for whom Puyallup determines that it no longer has adequate facilities as set forth in paragraphs A and B of Compensation, above. Gig Harbor shall give Puyallup at least thirty (30) minutes advance notice prior to delivery of any prisoner for confinement and/or housing.

E. Gig Harbor shall be responsible for the transport of its prisoners to the next appropriate jurisdiction in the event that at the time Puyallup is prepared to release a Gig Harbor prisoner from confinement, Puyallup learns that the prisoner has an outstanding warrant in another jurisdiction.

F. Gig Harbor agrees to pay to Puyallup the sum of FORTY-FIVE DOLLARS (\$45.00) per prisoner per 24-hour period calculated from the initial booking time (of any portion of a 24-hour period), which sum shall be subject to annual review as provided by Section IV, below. Puyallup shall be entitled to its full day rate for any prisoner housed for a period of less than 24-hours.

Puyallup Detention Facility, which is a maximum of ninety (90) days at the present time. Puyallup shall not be required to hold any prisoner if doing so would place Puyallup in violation of the State Jail Regulations.

VIII. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY

Puyallup will provide equal employment opportunity in administering this agreement, in implementing this agreement, and in administering the Puyallup Detention Facility, and prohibit discriminatory treatment.

IX. WAIVER

No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

X. SEVERABILITY

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

XI. ENTIRE AGREEMENT

Interlocal Agreement for Jail Services
Puyallup/Gig Harbor
Page 8

This agreement constitutes the entire understanding of the parties. It supersedes any oral representation that are inconsistent with or modify its terms and conditions.

CITY OF PUYALLUP

CITY OF GIG HARBOR

By: _____
ROBERT W. JEAN
City Manager

By: _____

ATTEST:

ATTEST:

By: _____
BARBARA J. PRICE
City Clerk

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
ROBIN S. JENKINSON
City Attorney

By: _____

G. Payment shall be made promptly by Gig Harbor to Puyallup within twenty (20) days after the monthly statement is submitted by Puyallup to Gig Harbor.

H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next month's statement.

IV. TERM AND MODIFICATION

A. This agreement shall become effective upon signing and shall automatically renew from year to year unless otherwise modified or terminated as provided herein; provided, however, that the daily rate charged for confining and/or housing a Gig Harbor prisoner shall be subject to review on an annual basis.

B. In the event Puyallup determines that the daily rate should be increased, it will provide notice to Gig Harbor of its intent to increase the daily rate, said notice to be presented to Gig Harbor, in writing, within ninety (90) days prior to the date on which such increase is to become effective.

C. This agreement may be terminated by either party upon sixty (60) days written notice from the party desiring termination.

D. This agreement may be modified or cancelled only by further agreement in writing provided that notice of the proposed modification or cancellation is provided at least

ninety (90) days prior to the date on which such modification or cancellation would become effective.

V. INDEMNIFICATION

Puyallup and Gig Harbor expressly agree that each party shall defend, indemnify, and hold harmless the other party and its officers, officials, agents, employees, volunteers, or any of them from any and all claims, actions, suits, liability, losses, costs, expenses, and damages, including reasonable attorney's fees, by reason of or arising out of or in connection with the performance of this agreement, for each party's own comparative negligence.

VI. INSURANCE

Gig Harbor must provide a a Certificate of Insurance evidencing Commercial General liability insurance, including police professional liability, automobile liability and blanket contractual coverage with limits of at least \$1 million combined single limits per occurrence; \$2 million annual aggregate.

A copy of the endorsement naming Puyallup as an additional insured must be attached to the Certificate of Insurance. Puyallup reserves the right to request a certified copy of the insurance policies.

VII. STATE REGULATION

The State of Washington, RCW 70.48.020(2), regulates the length of time any prisoner can be held within the



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: DESIGNATION OF OFFICIAL NEWSPAPER
DATE: JANUARY 18, 1994

INTRODUCTION/BACKGROUND

Chapter 1.20.010 of the City of Gig Harbor Municipal Code establishes the Peninsula Gateway as the official city newspaper and indicates that this designation shall continue until a different newspaper is designated pursuant to Section 1.20.020. Section 1.20.020 asks the clerk (city administrator) to call for annual bids for the official newspaper. The bid must set forth the costs per word and be of general circulation in the town.

RECOMMENDATION

The city has posted notice for bids and has received a suitable bid from the Peninsula Gateway. No other bids were submitted. The Gateway meets the state requirements for an official newspaper as required by RCW 65.16.020. Staff recommends that the Peninsula Gateway be approved as the official newspaper for the City of Gig Harbor.



THE PENINSULA Gateway

P.O. Box 407
7521 Pioneer Way
Gig Harbor, WA 98335

THE NEWSPAPER SERVING GIG HARBOR AND THE PENINSULA AREA

Gig Harbor • 851-9921

Tacoma • 272-1842

Fax • 851-3939

Mark Hoppen
City Administrator
PO Box 145
Gig Harbor, Wa 98335

January 12th, 1994

RECEIVED

JAN 14 1994

CITY OF GIG HARBOR

Dear Mr. Hoppen:

This letter is the bid by The Peninsula Gateway, Inc to continue as the "official newspaper" for the City of Gig Harbor.

The current rate is 39 cents per line per agate inch. There are 14 agate lines per inch which computes to a rate of \$5.46 per column inch. The Gateway proposes to hold this rate for the upcoming year.

Rate: 39 cents per line per agate inch

Type size: 8 point


Column width: 2 1/16

The Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,000 households receive The Gateway each week through the U.S. Postal Service and newstand outlets. The Gateway holds a second class mailing permit from the U.S. Postal Service.

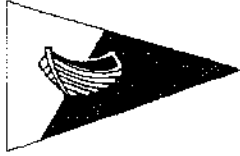
The Peninsula Gateway, Inc. is a business located inside the city limits of Gig Harbor. We employ more than 35 full time and part-time employees and are fully self-contained including a 6 unit web press which prints the newspaper.

The advertising representative for the city will be either Donna Natucci or publisher Tom Taylor.

Sincerely,


Thomas C. Taylor
Publisher

TCT/dln



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS ^{by}
SUBJECT: PUBLIC WORKS FACILITIES TOUR
DATE: JANUARY 19, 1994

I am scheduling the following dates for the Public Works Facilities Tour:

- 1) Saturday, February 5, 1994, 10:00 am to 12:30 pm
- 2) Sunday, February 6, 1994, 10:00 am to 12:30 pm

The agenda will be as follows:

10:00 - 10:30	Introduction and organizational overview of the Department
10:30 - 11:00	Overview and tour of the Wastewater Treatment Plant
11:00 - 12:15	Overview and tour of the Public Works Shop, water facilities, sewer collection system, storm drainage, streets and parks
12:15 - 12:30	Questions and Answers

Please let me know by the City Council Meeting of January 24, 1994, who wants to participate and on which day.

Thank you.

MAYOR'S REPORT

January 24, 1994

EAST / WEST ROAD UPDATE

A high priority of the previous council was the pursuit of an East/West corridor from Drummond Drive to SR-16, via 112th.

Various options have been reviewed. At the present time the County Executive is putting together a route from SR-16 to Peacock to be considered by the County Council within the next few months.

I have given the City's position to the County, and have asked them to give us notice of the schedule set for consideration by the County Council for this portion of the East/West Road.

My understanding is that consideration of any extension from Peacock to Crescent Valley Drive is an issue to be considered at a later date.

It is essential for the City of Gig Harbor, for the commuters on Peacock Hill, for the Gig Harbor North annexation participants, for the residents of all subdivisions between 108th and 112th, and for the County to work together toward approving appropriate mitigation measures and toward creating an acceptable, two-lane corridor comfortably removed from residential back yards of the Woodridge subdivision and Peacock Hill Avenue NW.

A file of all my correspondence on the East/West Road from 1990 through 1993 has been compiled and is available for your review. You will find it in the gold basket in the mail room with other items of interest for councilmembers to read. I would appreciate it if you could do your review at city hall to enable the file to be available to others.

It's important that the new councilmembers have an opportunity to share their views and opinions with the rest of us. Please take time to do so if you wish.



Pierce County

Public Works Department

2401 South 35th Street, Room 15C
Tacoma, Washington 98409-7485
(206) 591-7250 • FAX (206) 596-2740

JOHN O. TRENT, P.E.
Director

January 5, 1994

RECEIVED

JAN 10 1994

CITY OF GIG HARBOR

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

Re: Swede Hill Corridor

Dear Mayor Wilbert:

Thank you for your letter to Doug Sutherland, Pierce County Executive, concerning your support for the Swede Hill Corridor.

The Pierce County Council is expected to hold hearings and consider route establishment between SR-16 and Peacock Hill Avenue NW within the next several months. The ordinance will be written to allow the Council to select Alternative 3, however, they have authority to select any of the identified alternatives.

Thank you for your support for route establishment. It will be important for those in support to testify at the hearings as well as those in opposition. Thank you for writing.

Very truly yours,

STEVAN E. GORCESTER
Transportation Manager

SEG:iih

cc: John O. Trent, PE, Public Works and Utilities Director
Thomas G. Ballard, PE, County Engineer
file

