

**AGENDA FOR JOINT WORK SESSION
DESIGN REVIEW BOARD AND CITY COUNCIL
April 22, 2002
5:30 p.m. in Council Chambers**

- 1. Staff Presentation: Brief recap of discussion on key points.**
- 2. Discussion & Directives from Council**
- 3. Adjournment 6:45 p.m.**

Gig Harbor City Council Meeting



April 22, 2002
7:00 p.m.

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 22, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS:

1. Ordinance – Concurrency Management Code Amendments.
2. Ordinance - Adopting Wastewater and Water Facilities Charge Analyses.
3. Ordinance –Wastewater Facilities Charge Rate Change.
4. Ordinance – Water Facilities Charge Rate Change.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 8, 2002.
2. Proclamations/Correspondence: Pierce County Terrorism Summit.
3. Consultant Services Contract – Pump Station 2 – Earth Tech.
4. Liquor License Renewals: Albertson's, Inc.; Mad Anthony's Inc.
5. Approval of Payment of Bills for April 22, 2002.
Checks #35870 through #36007 in the amount of \$1,181,720.23.

OLD BUSINESS:

1. Latecomers Agreement – Burnham Drive Water Main Extension.

NEW BUSINESS:

1. Proposed Ordinance – Allowing Septic Tanks in City Limits.
2. Final Project and Estimate Completion – Borgen Boulevard Project.
3. Ordinance – Concurrency Management Code Amendments.
4. Ordinance - Adopting Wastewater and Water Facilities Charge Analyses.
5. Ordinance –Wastewater Facilities Charge Rate Change.
6. Ordinance – Water Facilities Charge Rate Change.
7. Resolution – District Court Consolidation.

STAFF REPORTS:

1. GHPD – March Stats.
2. David Rodenbach, Finance Department – First Quarter Financial Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Joint Session – Land Use. Tuesday, April 30th, 7:00 p.m. Council Chambers.
2. Second Council Meeting May: Tuesday, May 28th (due to Holiday on Monday)

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.3 1.110(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 8, 2002

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of March 25, 2002.
2. Proclamations/Correspondence: Proclamation – Emergency Preparedness.
3. Pavement Marking Contract Award.
4. Right-of-Way Dedication, Datta – Grandview Street Improvement Project.
5. Biosolids Contract – South Sound Soils, LLC.
6. Appointments to Gig Harbor Arts Commission.
7. Update to Job Descriptions.
8. Approval of Payment of Bills for April 8, 2002.
Checks #35732 through #35869 in the amount of \$212,915.23.
9. Approval of Payroll for the month of March.
Checks #1361 through #1418 and direct deposits in the amount of \$194,481.74.

Mayor Wilbert introduced Cindy Storrar, one of the new members appointed to the Gig Harbor Arts Commission.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg/Ruffo - unanimously approved.

OLD BUSINESS:

1. Authorization for the Use of Uniforms and Off Duty Employment Agreement. Chief Barker explained that this was a revisit of the current agreement between the police officers and the city to allow them to work in uniform in an off-duty capacity. The difference in this agreement and the one currently existing, is indemnification. Councilmember Franich asked Carol Morris if she was satisfied with the contract. Carol explained that she had reviewed the document and said that her recommendation is to approve this modified agreement. Mark Hoppen addressed questions and concerns regarding liability and coverage for the officers. Councilmembers discussed several concerns surrounding these issues before voting on the motion.

MOTION: Move to authorize the Use of Uniforms and Off Duty Employment Agreement.
Ekberg/Ruffo - six voted in favor. Councilmember Franich voted no.

2. Second Reading of Ordinance - Street Vacation – Rust Street – Barta. Mr. Vodopich presented this ordinance to clear the title for a portion of Rust Street.

MOTION: Move to adopt Ordinance No. 904.
Ekberg/Ruffo – unanimously approved.

3. Second Reading of Ordinance - Street Vacation – Rust Street – Rohwer. Mr. Vodopich explained that this was another effort to clear title on a portion of property adjacent to Rust Street.

MOTION: Move to adopt Ordinance No. 905.
Young/Franich – unanimously approved.

4. Second Reading of Ordinance - Street Vacation – Sutherland Street/Prentice Avenue – Bucher. Mr. Vodopich explained that this was the third request to clear title on a portion of property adjacent to Sutherland Street/Prentice Avenue.

MOTION: Move to adopt Ordinance No. 906.
Franich/Picinich – unanimously approved.

NEW BUSINESS:

1. Latecomers Agreement for Reimbursement of Municipal Water and Sewer – Burnham Drive Waterline Project. John Vodopich presented this latecomers agreement for the watermain extension that serves the Gig Harbor North properties that was a developer-funded project. Steve Misiurak, City Engineer, explained that this agreement was requested by the developer, Logan International. He said that all the affected properties subject to the agreement were notified in writing. Mark Hoppen read the portion of the pre-annexation agreement authorizing the latecomers agreement. Councilmembers questioned the method used to determine the fees. Steve explained that the formula to allocate the fees was identical to the one used for the Women's Correction Center in 1999. Carol Morris explained that LID statutes are different than latecomer's agreement statutes, using only a fair, pro-rata share for cost-allocation method to determine fees, not benefit to property. There was further discussion on the fairness of the formula used.

Michael Perrow – PO Box 245, Gig Harbor. Mr. Perrow voiced his concerns over the fairness of the formula. He said that Wes Hill required that zoning be considered when the latecomers agreement was drafted, and used an ERU as a formula measurement. His second concern was what percentage that the developer would be required to pay for this portion of the line. His final comment addressed discrepancies in the parcels on the map compared to the auditor's website.

MOTION: Move to table this item until the next meeting.
Ruffo/Young – unanimously approved.

MOTION: Move to direct staff to examine the potential to use ERU in fee calculations for the latecomers agreement.
Young/

No second came forward for this motion.

MOTION: Move to direct staff to find out the discrepancies between the legal description and the GIS system.
Young/Dick -

Councilmembers said that by tabling the agenda item, it gave staff the time and direction to do those things without having to make a motion. Councilmember Dick and Young withdrew the motion.

STAFF REPORTS:

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Arbor Day and Emergency Preparedness. Mayor Wilbert introduced Holly D'Annunzio and Chris Clifton to talk about the Arbor Day Celebration. Mr. Clifton explained that the activity would be held on April 27th from 12:00 to 3:00 p.m. at City Park, and that they would be giving out approximately 400 trees. He gave a brief description of the other planned activities. Ms. D'Annunzio talked about the guest speakers that would be involved. She gave an overview of the information contained in the event brochure and thanked the city for the website link.

Mayor Wilbert reported that she had attended the Health Fair, and reported that the Pierce County Department of Emergency Management booth was next to the PEP-C booth, and they are coordinating efforts. She talked about the effort to train the neighborhoods and shared the new brochure put out by PEP-C.

Mayor Wilbert said that she had received two letters commending the effort of the city's Court Administrator, Paul Nelson, for his involvement with area youth in training them how to interview for a job.

She added that she was leaving to deliver the quilt made by the Harbor Ridge Middle School students to the Mayor of New York. She asked Councilmembers to add their comments to the memory scrapbook that would accompany the quilt.

The Mayor praised the volunteer, community effort that had built the "Kids Gig" playground project, and the recent ribbon-cutting ceremony. Councilmember Young and Mark Hoppen also praised the unique, community experience.

Councilmember Franich said that Lita Dawn Stanton was an integral part of the Design Manual, and requested that the joint workshop on April 11th be delayed to the 19th in order to

accommodate her attendance. Mark Hoppen explained that it was important for someone from Administration to be in attendance, and both he and the Mayor would not be available on the 18th. After discussion, it was recommended that a follow-up meeting be scheduled for the 22nd, before the regularly scheduled Council Meeting.

Councilmember Ekberg said that he had heard from a citizen with several concerns regarding the skatepark. He said that he had discussed these concerns with the Chief and Dave Brereton, asking that the officer's show a presence at the skatepark until completion of construction. He also discussed the litter concerns.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special Meeting/Worksession – Design Review Board and City Council – Thursday, April 11th, 2002 at 6:00 p.m. with a follow-up on the 22nd at 5:30 p.m.
2. Joint Session – Land Use. Tuesday, April 30th, 7:00 p.m. Council Chambers.

ADJOURN:

MOTION: Move to adjourn at 8:25 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.
Tape 649 – Side A 320 - end.
Tape 649 – Side B 000 – end.
Tape 650 – Side A 000 – end.
Tape 650 – Side B 000 – 187.

Gretchen A. Wilbert, Mayor

City Clerk



Pierce County Emergency Management presents

Pierce County Terrorism Summit

May 1-2, 2002

Tacoma Convention Center at the Sheraton Hotel
1320 Broadway Plaza, Tacoma, Washington

RECEIVED
MAR 27 2002
CITY OF GIG HARBOR

May 1, 2002

This day is geared for emergency responders ... from the front line to managers, supervisors, chiefs, captains, etc.

- **Weapons of Mass Destruction**
- **"911 ... What is Your Emergency?"**
- **Terrorist Attack: How will your agency respond?**
- FBI, Dept. of Defense, local law enforcement, Fire, EMS, Hospitals
- **Safeguarding the Public's Health**
- **Imagining the Unimaginable: The importance of training and preparing for acts of terror**

Speakers:

Joe Allbaugh, FEMA Director, invited
 Mike McCaffree, Tom Rudd; Dept. of Defense
 Charlie Mandigo, Federal Bureau of Investigations
 Maj. Gen. Timothy Lowenburg, Washington National Guard
 Keith Eldridge, KOMO 4 News
 John Ladenburg, Pierce County Executive

May 2, 2002

This day will included an expanded list of terrorism-related topics.

- **Puget Sound Responds to Ground Zero**
- **Hi-tech Responses to Terrorism**
- **Terrorism: a Criminal Act - FBI Role**
- **Military/National Guard Preparedness**
- **Terrorism Response vs. Public's Right to Know**
- **Show Us the Money! Terrorism Grant Funding**
- **Helping Neighbors Help Themselves: Citizen Corps efforts building resilient communities**

Directions to the Sheraton Tacoma:

From North or South, take I-5 to exit 133 - City Center. Take Hwy 705 toward downtown area, then take the 15th and Pacific Ave. exit. Proceed through the light up hill two blocks. The Sheraton will be on your right.

Pierce County Terrorism Summit, May 1-2, 2002

Registration Form (Please print clearly)

Name _____

Organization _____

Mailing Address _____

City _____ State _____ Zip _____

Work phone _____ Home phone _____

Conference Cost: Attendance for one day is \$100. Attendance for
 days is \$150. Mark your choice: 1 day both days

Continental breakfast and lunch included. Please indicate your choice for day two.

Day 1: Breast of Chicken Dijon n/a
 Day 2: Broiled Northwest Salmon
 Fettucini Primavera

Prepayment is required and non-refundable. Please use this form as your invoice. If purchase order process will delay payment, fax your PO# to reserve registration. Payment must be received by May (as early as possible). Please make checks payable to Pierce County.

Mail completed form and check to:
 Pierce County Emergency Management
 901 Tacoma Avenue South, Suite #300
 Tacoma, WA 98402-2102
 Phone: 253-798-6595 Fax: 253-798-3307



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SEWAGE PUMP STATION 2 REPLACEMENT PROJECT
CONSULTANT SERVICES CONTRACT - EARTH TECH, INC.
DATE: APRIL 22, 2002

INTRODUCTION/BACKGROUND

Pump Station 2, located on Harborview Drive at Uddenburg Street, has numerous deficiencies, including aging equipment and controls, and is undersized for present flow conditions. In order to handle the projected 20-year sewage flows, replacement and relocation of the pump station is required.

Three firms were selected for interviews in accordance with the City's Small Works Roster process (Resolution 411). Earth Tech, Inc., a civil/sanitary engineering firm, was selected as the most qualified firm to perform the work. Their selection was based on their understanding of the project, familiarity with the site and area, and their previous design services for the newly constructed Sewage Pump Station 3A.

The contract provides for evaluation of two alternative sites for the replacement of the pump station and an evaluation of the current site. The scope also includes the design of a new force main and the replacement of the existing outfall. The new force main and outfall pipe will start at the new pump station, travel along North Harborview Drive and terminate at the Wastewater Treatment Plant.

In order to reduce costs, the scope of services excludes electrical engineering services. A separate consultant services contract for electrical engineering will be brought back for Council consideration at a later date.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2002 Budget. The contract amount is within the 2002 budgeted allocation.

RECOMMENDATION

I recommend that the Council approve the Consultant Services Contract with Earth Tech, Inc. for design services for the Sewage Pump Station 2 Replacement Project in the amount of sixty-two thousand five hundred eighty dollars and no cents (\$62,580.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
EARTH TECH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Earth Tech, Inc., a Washington municipal corporation organized under the laws of the State of Washington, located and doing business at 10800 NE 8th Street, 7th Floor, Bellevue, Washington 98004, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the final design of the replacement of Pump Station No. 2, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 11, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty-two thousand five hundred eighty dollars and no cents (\$62,580.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by June 15, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Kristian Guttormsen, P.E.
Earth Tech, Inc.
10800 NE 8th Street, 7th Floor
Bellevue, Washington 98004
(425) 455-9494

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

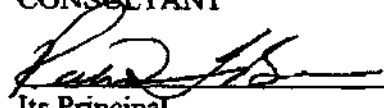
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Kristian Guttormsen, P.E.
Earth Tech, Inc.
10800 NE 8th Street, 7th Floor
Bellevue, Washington 98004
(425) 455-9494

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

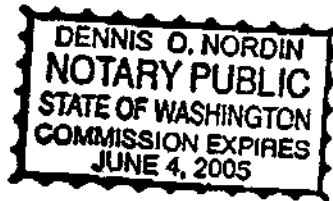
I certify that I know or have satisfactory evidence that James T. B... is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Person of Earth Tech Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Apr. 17, 2002

Dennis O. Nordin

DENNIS O. NORDIN
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:
Seattle



My Commission expires: June 4, 2005

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

**PROPOSED SCOPE OF SERVICES
FINAL DESIGN OF REPLACEMENT FOR PUMP STATION NO. 2
CITY OF GIG HARBOR**

BACKGROUND

Pump Station No. 2 serves an area north of the harbor and is located south of North Harborview Drive, between the road and the shoreline. The pump station has a 4-foot diameter wet well with two pumps, each rated at 200 gpm at a total dynamic head of 34 feet. A 6" diameter force main discharges to a gravity sewer which runs to Pump Station 3A. The existing pumps do not have adequate capacity and run continuously during high flow events.

The Wastewater Comprehensive Plan for Gig Harbor projected a 20-year peak flow of 1,050 gpm for Pump Station No. 2. It is not feasible to upgrade the existing station to handle flows of this magnitude. Therefore, it will be necessary to construct a new pump station to replace the existing station.

Revised population and wastewater flow projections were published at a time when the design of Pump Station 3A was essentially complete. In order not to make significant changes to the design at that time, the City decided that any upgrade of Pump Station No. 2 would include a new force main running directly to the wastewater treatment plant. Pumping directly to the treatment plant will not only reduce flows to pump Station 3A, but will also reduce energy consumption. Currently, the wastewater is pumped to elevation 35 before flowing by gravity to Pump Station 3A at an elevation near 0. From there it is pumped to the wastewater treatment plant at elevation 50. The total "lift" is about 90 feet. By pumping directly to the plant, the total lift is about 50 feet.

The following task descriptions define the professional services to be provided by the Consultant to select a pump station site and prepare Contract Documents for the construction of a new pump station to replace Pump Station No. 2.

Reports and contract documents will be prepared in Microsoft Word 2000 or newer format. Survey and plan information will be prepared in AutoCAD Release 14 format using Civil/Survey ver. 8 or newer. An electronic file copy will be included with each submittal for City review. A hard copy listing of the survey points generated by the Consultant will be submitted with the electronic file copy for the City's records.

It is our understanding that all required permits will be obtained by the City.

TASK 1- SURVEY

Work included in this task group includes instrument topographic surveys of the sewer and force main alignments and proposed pump station sites.

1.1 Topographic Survey

Establish horizontal and vertical control based on existing survey information. Provide topographic survey within the right-of-way on North Harbor View Drive from the intersection with Harbor View Drive about 1,500 feet easterly to the alternate pump station site. The survey shall also include the three (3) pump station sites. Property lines along the area surveyed shall be included.

As-built the sanitary and storm sewers, the water line and other utilities in the right-of-way, and show surface features.

1.2 Topographic Map

Process field data and prepare a topographic map with one-foot contour intervals. Map to include the right-of-way, approximate property lines, street features, structures, and utilities.

TASK 2 - PUMP STATION SITE SELECTION

Work under this task group will include a brief evaluation of three (3) sites for construction of the new pump station. Site A is the existing site, located between North Harbor View Drive and the shoreline. Site B is located about 350 feet east of the existing site, north of North Harbor View Drive. Site C is located immediately north of existing site, on the north side of North Harbor View Drive. A letter report will be prepared which will present a general discussion of the options, including order of magnitude cost comparisons.

2.1 Estimate Conveyance Costs

Based on the peak flows established in the Wastewater Comprehensive Plan, determine size and slope of gravity pipes to convey sewage from the existing sewer system to the three alternate sites. Select the proper construction method based on the depth of the sewer to each site and estimate sewer construction cost. It is anticipated, based on available information, that conventional open cut construction will be feasible to both sites

2.2 Estimate Pump Station Costs

Based on the results of Task 2.1, determine the required pump station depth at each site and determine the appropriate construction method (Open cut, caisson, or sheet pile). Perform preliminary hydraulic calculations to size the force mains, select pumps, and size the pump station. Prepare order of magnitude construction cost estimates for each pump station alternative assuming the use of submersible pumps. Estimate the cost of the force mains from both sites to the wastewater treatment plant.

- 2.3** Evaluate non-monetary differences between the sites that may affect operation and maintenance, disturbance during construction and public acceptance.

2.4 Prepare Letter Report

Prepare a brief letter report presenting the total estimated cost of the three alternatives. The report will also list non-monetary differences between the alternatives with respect to impact on the surroundings and on operation and maintenance. Submit a draft report to the City for review and comment. Produce a final report, incorporating the City's comments, recommending a pump station site.

TASK 3 – GEOTECHNICAL INVESTIGATIONS

Geotechnical services to support the design work will include the following work:

- Drill one test boring to a depth not to exceed 30 feet near the proposed pump station, within the City right-of-way. Utility locations will be requested prior to the start of the drilling.
- Samples of the subsurface soils will be obtained during drilling, and an experienced engineering geologist will record the soil and groundwater conditions; N value blow counts will also be established at the sampling intervals.
- The results of the field exploration will be evaluated, and engineering recommendations made for the design and construction of the pump station; a groundwater pump test will not be conducted as part of this investigation.
- A final geotechnical report will be prepared and will contain our findings and recommendations.

TASK 4 - PREPARATION OF CONTRACT DOCUMENTS

Work under this task group includes final design and preparing contract documents for construction of the new pump station and associated influent piping and force mains. The budget has been prepared based on the assumption that the pump station will be located at Site B, that submersible pumps will be used, and that a building similar to the one at Pump Station 3A will be constructed.

Also included is the design of a 24" diameter outfall pipe from the existing pump station site to the treatment plant site. The outfall pipe will terminate near the street right-of way line at the existing pump station and near the plant entrance at the treatment plant site.

Work will be divided into the following subtasks:

4.1 Pump Station Arrangement, Equipment Selection & Sizing

It is anticipated that the new pump station will be designed to be similar in many respects to Pump Station 3A. However, before beginning final design and preparation of contract documents, key members of the design team will meet with City staff to discuss equipment preferences, control system, odor control, pump-around features, building layout and other issues.

Based on decisions made at the meeting, preliminary equipment selection will be made and preliminary layouts will be prepared for review by City staff. A second meeting is suggested to discuss any questions, comments, or recommendations by City staff after their review.

4.2 Preparation of Contract Drawings

Work under this task will include final design computation and layouts and preparation of contract drawings for the pump station, any sewer additions, the force main and the outfall. The drawings will be computer generated using AutoCAD release 14 software, and will be organized into General, Civil, Structural, Mechanical and Electrical drawings. It is estimated that a total of 28 drawings will be required to show the appropriate details. A preliminary list of drawings are included at the end of this attachment.

Partially complete drawings will be submitted to the City for review and comments twice during the design phase, at approximately the 50 and 90 percent complete stage. Copies will also be submitted to agencies as directed by the City. Drawings submitted for review will be half-size (11" x 17").

4.3 Preparation of Project Manual

Work under this task will include preparation of the bidding documents, general conditions and technical specifications to supplement the construction drawings. The project manual will utilize many of the specification sections prepared for Pump Station 3A, modified as required for the specific conditions at Pump Station No. 2. A meeting will be arranged with the City's project manager to identify modifications and improvements that should be made to the specifications based on his experience from Pump Station 3A.

The project manual will be submitted to the City for review with the drawings at the 90 percent complete stage.

4.4 Preparation of Final Documents

After the 90 percent review by the City and incorporation of the City's comments, updated contract documents will be submitted to the Department of Ecology for review and approval. Final documents, ready for bidding, will be produced after review comments have been incorporated.

4.5 Preparation of Cost Estimates

An estimate of probable construction costs will be prepared at the 90 percent complete stage. The estimate will be prepared using the bid prices received for Pump Station 3A with adjustments as appropriate for the specific conditions and construction requirements at Pump Station No. 2.

TASK 5 - ADDITIONAL/SUPPLEMENTAL WORK

Earth Tech will perform supplemental tasks as requested by, and agreed to in writing, by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If the City does not authorize a task order in writing, the Consultant will not be compensated for preparation of the scope and budget proposal for that task order.

LABOR BUDGET ESTIMATE

SEWAGE PUMP STATION NO. 2 REPLACEMENT - CITY OF GIG HARBOR

Project Mngr.: Kris Guttormsen

Date: 11-Apr-2002

Task No.	Name Description	Project Manager Guttormsen \$45.70		Civil Engineer Nordin \$40.22		Structural Engineer KC Chen \$41.13		CAD Tech Team \$25.60		Survey Supervisor \$34.99		Surveyor Office Work \$28.99		Survey Crew \$40.98		Word Processor Spradlin \$18.00		Total		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	Survey																			
1.1	Topographic Survey		\$0		\$0		\$0		\$0	1	\$35		\$0	52	\$2,131		\$0	53	\$2,166	
1.2	Topographic Map		\$0		\$0		\$0		\$0	1	\$35	46	\$1,334		\$0		\$0	47	\$1,369	
	Total Task 1	0	\$0	0	\$0	0	\$0	0	\$0	2	\$70	46	\$1,334	52	\$2,131	0	\$0	100	\$3,534	
2	Pump Station Site Selection																			
2.1	Estimate Conveyance Costs		\$0	12	\$483		\$0		\$0				\$0		\$0		\$0	12	\$483	
2.2	Estimate Pump Station Costs	12	\$548		\$0		\$0		\$0				\$0		\$0		\$0	12	\$548	
2.4	Evaluate Non-Monetary Differences	6	\$274		\$0		\$0		\$0				\$0		\$0		\$0	6	\$274	
2.5	Prepare Letter Report	4	\$183		\$0		\$0		\$0				\$0		\$0		\$0	4	\$183	
	Total Task 2	22	\$1,005	12	\$483	0	\$0	0	\$0			0	\$0	0	\$0	0	\$0	34	\$1,488	
4	Preparation of Contract Documents																			
4.1	Equipment Selection & Sizing	24	\$1,097		\$0		\$0		\$0				\$0	0	\$0		\$0	24	\$1,097	
4.2	Preparation of Contract Drawings	44	\$2,011	40	\$1,609	28	\$1,152	150	\$3,840				\$0		\$0		\$0	282	\$8,611	
4.3	Preparation of Project Manual	12	\$548	4	\$161	8	\$329		\$0				\$0	16	\$288		\$0	40	\$1,326	
4.4	Preparation of Final Documents	8	\$366		\$0		\$0		\$410				\$0		\$0	4	\$72	28	\$847	
4.5	Preparation of Cost Estimates	16	\$731	10	\$402	8	\$329		\$0				\$0		\$0		\$0	34	\$1,462	
	Total Task 4	104	\$4,753	54	\$2,172	44	\$1,810	166	\$4,250			0	\$0	0	\$0	20	\$360	388	\$13,344	
Total Hours		128		66		44		166		2		46		52		20		522		
Total Direct Cost/Raw Salary Cost			\$5,758		\$2,655		\$1,810		\$4,250		\$70		\$1,334		\$2,131		\$360		\$18,367	
Indirect Costs @ 180.98%			\$9,270		\$4,273		\$2,913		\$6,841		\$113		\$2,147		\$3,430		\$580		\$29,566	
Subtotal			\$15,028		\$6,928		\$4,723		\$11,091		\$183		\$3,480		\$5,561		\$940		\$47,933	
Profit @ 15%			\$2,254		\$1,039		\$708		\$1,664		\$27		\$522		\$834		\$141		\$7,190	
Total Contract Amount			\$17,282		\$7,967		\$5,431		\$12,754		\$210		\$4,002		\$6,396		\$1,080		\$55,123	

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EXPENSES

EXPENSE ESTIMATE

SEWAGE PUMP STATION NO. 2 REPLACEMENT - CITY OF GIG HARBOR

PM: Kris Guttormsen

Date: 11-Apr-2002

EXPENSE ITEM	Cost/Unit	Task 1		Task 2		Task 3		Task 4		Total Expense
		Qty.	Cost	Qty.	Cost	Qty.	Cost	Qty.	Cost	
Lodging	per day		\$0		\$0				-	\$0
Meals	per day		\$0		\$0				-	\$0
Mileage	\$0.365 per mile		\$0	100	\$37			300	110	\$146
Car Rental	per day		\$0		\$0				-	\$0
Air Travel	round trip		\$0		\$0				-	\$0
Parking & Misc.										\$0
Fax									10	\$10
Postage										\$0
Xerox Copies	\$0.12 each		\$0	200	\$24			1,000	120	\$144
Small Check Prints	\$2.00 each		\$0		\$0			50	100	\$100
Large Check Prints	each		\$0		\$0				-	\$0
Small Plots	each		\$0		\$0				-	\$0
Large Plots	each		\$0		\$0				-	\$0
Printing									1,000	\$1,000
Subconsultants										\$0
Robert Pride							3,200			\$3,200
CAD Computer	\$15.00 per hour							166	2,490	\$2,490
Engineer's PC										\$0
WordPro PC										\$0
Other Expenses			\$12							\$12
Sub Total			\$12		\$61		\$3,200		\$3,830	\$7,102
Markup @ 5%			\$1		\$3		\$160		\$191	355
Total Expenses			\$13		\$64		\$3,360		\$4,021	\$7,457

F&M&OUTF SPLIT

PUMP STATION & FORCEMAIN

Project Mngr.: Kris Guttormsen

Date: 11-Apr-2002

Task No.	Name Description	Project Manager Guttormsen \$45.70		Civil Engineer Nordin \$40.22		Structural Engineer KC Chen \$41.13		CAD Tech Team \$25.60		Survey Supervisor \$34.99	Surveyor Office Work \$28.99		Survey Crew \$40.98		Word Processor Spradlin \$18.00		Total		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
4	Preparation of Contract Documents																		
4.1	Equipment Selection & Sizing	24	\$1,097		\$0		\$0		\$0				\$0	0	\$0		\$0	24	\$1,097
4.2	Preparation of Contract Drawings	32	\$1,462	20	\$804	28	\$1,152	115	\$2,944				\$0		\$0		\$0	195	\$6,362
4.3	Preparation of Project Manual	10	\$457	4	\$161	8	\$329		\$0				\$0		\$0	14	\$252	36	\$1,199
4.4	Preparation of Final Documents	8	\$366		\$0		\$0	12	\$307				\$0		\$0	3	\$54	23	\$727
4.5	Preparation of Cost Estimates	16	\$731	5	\$201	8	\$329		\$0				\$0		\$0		\$0	29	\$1,261
	Total Task 4	90	\$4,113	29	\$1,166	44	\$1,810	127	\$3,251			0	\$0	0	\$0	17	\$306	307	\$10,646
Total Hours		90		29		44		127		0		0		0		17		307	
Total Direct Cost/Raw Salary Cost			\$4,113		\$1,166		\$1,810		\$3,251		\$0		\$0		\$0		\$306		\$10,646
Indirect Costs @ 160.98%			\$6,621		\$1,878		\$2,913		\$5,234		\$0		\$0		\$0		\$493		\$17,138
Subtotal			\$10,734		\$3,044		\$4,723		\$8,485		\$0		\$0		\$0		\$799		\$27,785
Profit @ 15%			\$1,610		\$457		\$708		\$1,273		\$0		\$0		\$0		\$120		\$4,168
Total Contract Amount			\$12,344		\$3,501		\$5,431		\$9,758		\$0		\$0		\$0		\$918		\$31,952

OUTFALL

Project Mngr.: Kris Guttormsen

Date: 11-Apr-2002

Task No.	Name Description	Project Manager Guttormsen \$45.70		Civil Engineer Nordin \$40.22		Structural Engineer KC Chen \$41.13		CAD Tech Team \$25.60		Survey Supervisor \$34.99	Surveyor Office Work \$28.99		Survey Crew \$40.98		Word Processor Spradlin \$18.00		Total		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
4	Preparation of Contract Documents																		
4.1	Equipment Selection & Sizing	0	\$0		\$0		\$0		\$0				\$0	0	\$0		\$0	0	\$0
4.2	Preparation of Contract Drawings	12	\$548	20	\$804	0	\$0	35	\$896				\$0		\$0		\$0	67	\$2,249
4.3	Preparation of Project Manual	2	\$91	0	\$0	0	\$0		\$0				\$0		\$0	2	\$36	4	\$127
4.4	Preparation of Final Documents	0	\$0		\$0		\$0	4	\$102				\$0		\$0	1	\$18	5	\$120
4.5	Preparation of Cost Estimates	0	\$0	5	\$201	0	\$0		\$0				\$0		\$0		\$0	5	\$201
	Total Task 4	14	\$640	25	\$1,008	0	\$0	39	\$998			0	\$0	0	\$0	3	\$54	81	\$2,698
Total Hours		14		25		0		39		0		0		0		3		81	
Total Direct Cost/Raw Salary Cost			\$640		\$1,008		\$0		\$998		\$0		\$0		\$0		\$54		\$2,698
Indirect Costs @ 160.98%			\$1,030		\$1,619		\$0		\$1,607		\$0		\$0		\$0		\$87		\$4,343
Subtotal			\$1,670		\$2,624		\$0		\$2,606		\$0		\$0		\$0		\$141		\$7,040
Profit @ 15%			\$250		\$394		\$0		\$391		\$0		\$0		\$0		\$21		\$1,056
Total Contract Amount			\$1,920		\$3,018		\$0		\$2,996		\$0		\$0		\$0		\$162		\$8,097

C071080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 4/03/02

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20020731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ALBERTSON'S, INC.	ALBERTSON'S #406 1133 NW 51ST AVE GIG HARBOR WA 98332 0000	083474	GROCERY STORE - BEER/WINE
2 MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF PREMISES-PRIVATE LABLE WINE

RECEIVED
APR 05 2002
CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on JULY 31, 2002. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and JULY 31, 2002, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: LATECOMERS AGREEMENT FOR REIMBURSEMENT OF
MUNICIPAL WATER
- BURNHAM DRIVE WATER MAIN EXTENSION
- LOGAN INTERNATIONAL
DATE: APRIL 22, 2002

INTRODUCTION/BACKGROUND

Logan International, the primary funding participant for the Burnham Drive Water Main Extension, has requested City Council's approval and execution of a latecomers agreement in an effort to recapture a portion of the construction costs for the Burnham Drive 16-inch Water Main Extension Project.

Exhibits A, B and C identify the participants latecomers fees collectable at the time of connection to the water main. The participants are at no time required to make connection and the decision to do so is a voluntary one. It is unlikely that all parcels identified would participate in this latecomers agreement which remains in effect for fifteen years. Upon city receipt of the fees, the city would forward the monies to the developer, Logan International within 60 days. The basis of assessment for each of the parcels is the fair pro rata share of the total construction costs. Seventy-five percent of the assessment is based upon the usable area of the parcel and twenty-five percent based upon the parcels' frontage along Burnham Drive.

City staff contacted other local jurisdictions for a comparison of utility latecomers agreements and two examples are attached. The City of Yelm bases their criteria of assessment upon "front footage" and "area assessment." Their ratios are fifty percent front footage and fifty percent area assessment. The City of Camas bases their assessment upon front footage only.

City staff has revised the fee calculations to reflect the most accurate parcel assessment in response to the issue raised by Mr. Perrow at the last Council meeting. This has also resulted in the addition of one parcel to the benefited area.

Letters of notification and requests for comments were mailed to all property owners directly affected by this assessment. Copies of comments received are attached together with the city's response to Mr. Perrow's letter. For clarification, Mr. Perrow is under no obligation to connect to the water system. However, Mr. Perrow is required to pay the latecomers fee attributable to the Northharbor Business Campus, since he has already made a water connection for this property. Increased fire flow is a direct benefit that the business campus is currently receiving as a result of the connection to the water system.

MAYOR WILBERT AND CITY COUNCIL

April 22, 2001

Page 2

FISCAL CONSIDERATIONS

There are no financial impacts to the city upon execution of this agreement.

RECOMMENDATION

City staff affirms the method of calculating the latecomers fees. I recommend that the Council approve the latecomers agreement as presented and further authorize the Mayor to sign the document on behalf of the City of Gig Harbor.

Return Address:

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

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. **LATECOMERS AGREEMENT**
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. **CITY OF GIG HARBOR**
- 2.
- 3.
- 4.
5. Additional Names on Page ___ of Document.

Grantee(s) (Last name first, then first name and initials):

1. **LOGAN INTERNATIONAL**
- 2.
- 3.
- 4.
5. Additional Names on Page 6 of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

Legal Description is on Page 8 of Document.

Reference Number(s) (of documents assigned or released):

Additional Reference numbers of Page ___ of Document.

Assessor's Property Tax Parcel/Account Number

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided herein.

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
OF MUNICIPAL WATER**

THIS AGREEMENT, made this ____ day of _____ 2002, by and between Logan International, a Washington corporation, and the City of Gig Harbor, situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, et seq., certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and
3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefited property," and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and
4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and
5. The cost of construction of the extensions described in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$346,585.50; and
6. The City has determined and the Owners have agreed that the area benefited by said extensions amounts to 9,570 lineal front feet all of which is directly attributable to the benefited property, resulting in fair prorata shares of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby, and who tap on or connect to said system as described in Exhibit 'C'; and

7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefited properties (as described on Exhibit "B") who did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the benefited property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances to the extensions described in Exhibit "A", by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City. This Bill of Sale shall contain the Owner's warranty that it has good title and the right to convey said extensions, that it will warrant and defend the City against the claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after the date of acceptance by the City and that it warrants said extensions to be fit for the use for which they are intended.

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the fair prorata charges as described in Exhibit "C", totaling \$346,585.50, are to be assessed against the owner/s of each parcel within the benefited premises, as described in Exhibit "A", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection

and testing by the City Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefited by said lien who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefited parcels. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

E. The total project construction costs for said extension including costs eligible for reimbursement under this agreement, shall be as itemized in Exhibit "C." The latecomer's charge (assessment fee) for each of the parcels in the benefited area as shown in Exhibit "B" shall be a fair pro rata share of said total project costs, and shall be based on a distribution of 75-percent of the total project costs to the useable area of the benefited properties, and 25-percent of the total project costs to the total length of the parcel frontages adjacent said extension within the benefited area. Said pro rata share of the total project costs to be assessed against each parcel in the benefited area shall be calculated by multiplying the ratio of the parcel's area to the total area of the benefited properties by the portion of the total project costs distributed to the total area of the benefited properties, and adding the ratio of the parcel's front footage (length of the parcel's frontage adjacent the extension) to the total length of the parcel frontages adjacent said extension within the benefited area multiplied by the portion of the total project costs distributed to the total length of the parcel frontages adjacent the extension within the benefited area.

The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to locate the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

F. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

G. The City agrees not to allow an Owner or user of any benefited property as described in Exhibit "A" to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair prorata charge hereinabove set forth.

H. In the event of any claims arising as a result of the acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any person. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the benefited properties or the amount of such benefit is in error or does not amount to a fair prorata charge.

I. The City shall be entitled to rely, without any resulting liability to the City, on the provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the designation and description of the benefited properties set forth in Exhibit "B".

J. This Agreement shall become operative immediately after recording with the Auditor of each County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

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

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor
3105 Judson Street
Attn: City Engineer
Gig Harbor, WA 98335

(Owner)
Greg Elderkin
Logan International
PO Box 860
Renton, WA 98055

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

P. No term or provision herein shall be deemed waived and no breach excused unless

such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.


Q. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

OWNERS
Logan International Corp.
N/A Trimane Holdings, Inc.

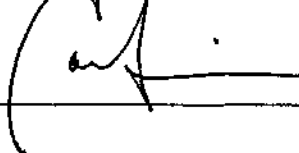
By: _____
Its Mayor

By: _____
Its 
Agent

ATTEST:

By: _____
City Clerk, _____

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By:  _____

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, State of Washington,

Print Name: _____

Residing at: _____

My Commission expires: _____

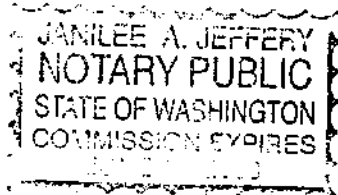
STATE OF WASHINGTON)

) ss.

COUNTY OF ^{King}PIERCE)

I certify that I know or have satisfactory evidence that Greg B. Elvickin is the person who appeared before me, and said person acknowledged that (he/~~she~~) signed this instrument, on oath stated that (he/~~she~~) was authorized to execute the instrument and acknowledged it as the Agent of Tramaine Holdings to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-6-2007

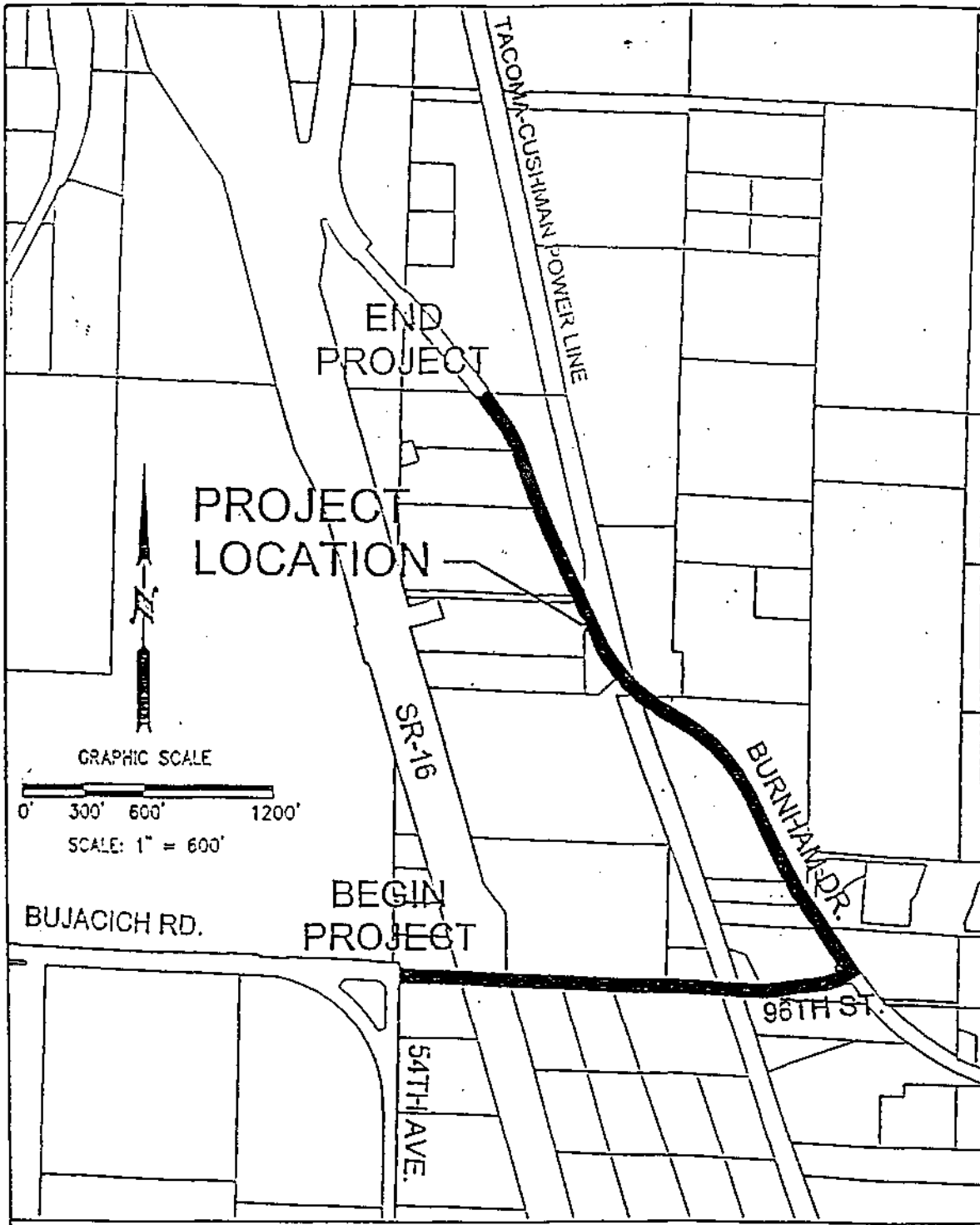


Janilee A. Jeffery
NOTARY PUBLIC, State of Washington

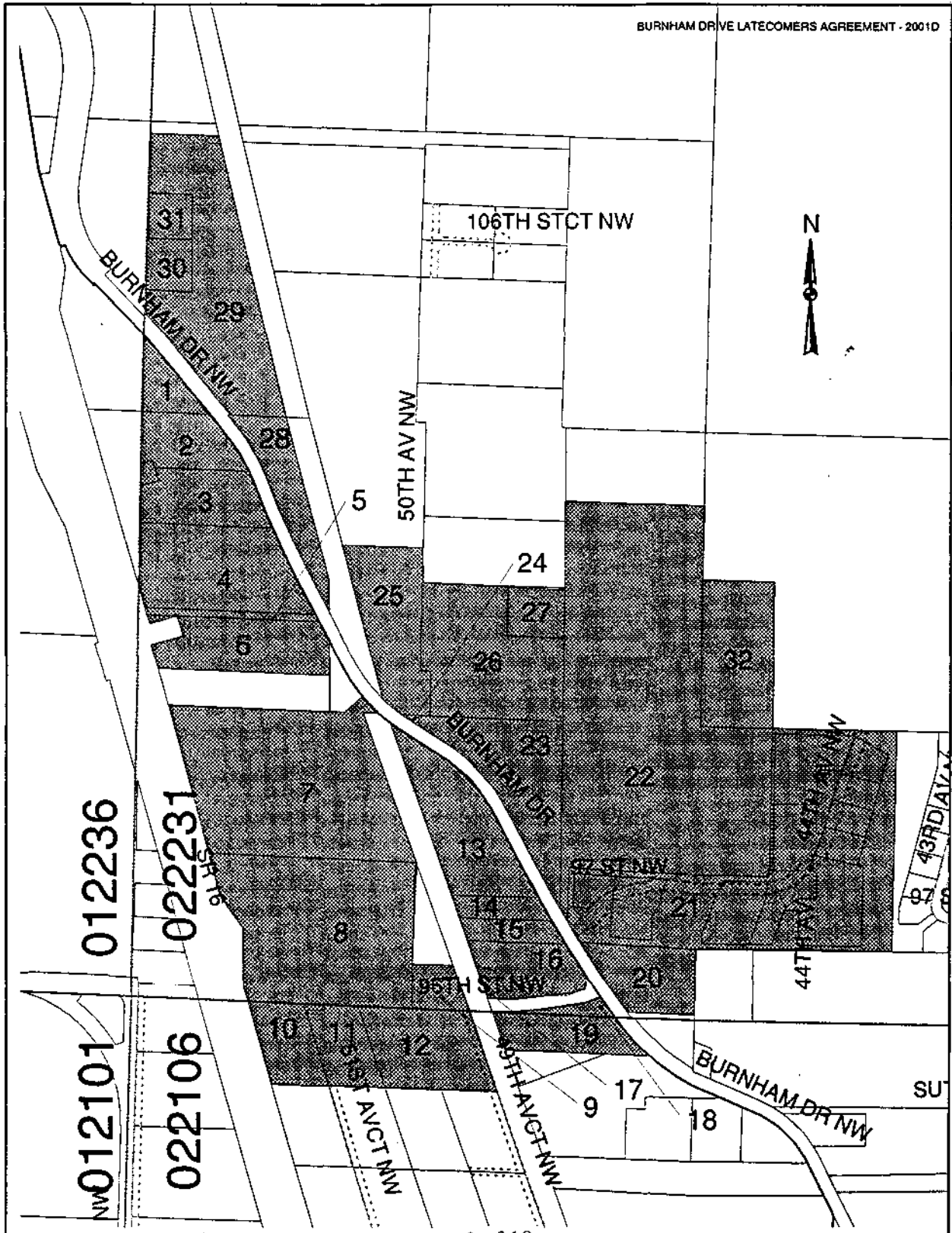
Print Name: Janilee A. Jeffery

Residing at: Auburn, WA

My Commission expires: 6-29-08



BURNHAM DR. WATER IMPROVEMENT PROJECT
EXHIBIT "A"



012236

022231

012101

022106

EXHIBIT B

BURNHAM DRIVE WATER MAIN EXTENSION

EXHIBIT C:

TOTAL PROJECT CONSTI \$346,585.50

EXH B MAP #	PARCEL NO.	AREA (acre)	INITIAL AREA (square feet)	WETLANDS (deduct sq. ft.)	USABLE AREA (square feet)	FRONTAGE (lf)	LOT AREA CHARGE	FRONT FOOTAGE CHARGE	TOTAL CHARGE
1	0222312008	1.07	46,609.00	0	46,609.00	469	\$1,841.82	\$4,246.31	\$6,088.13
2	0222313022	2.07	90,169.00	0	90,169.00	316	\$3,563.16	\$2,861.05	\$6,424.21
3	0222313009	3.22	140,363.00	0	140,363.00	278	\$5,546.65	\$2,517.00	\$8,063.65
4	0222313042	7.03	306,226.00	0	306,226.00	437	\$12,100.98	\$3,956.58	\$16,057.56
5	0222313040	0.57	24,829.00	0	24,829.00	36	\$981.15	\$325.94	\$1,307.10
6	0222313028	4.64	202,118.00	0	202,118.00	100	\$7,986.99	\$905.40	\$8,892.39
7	0222313062	13.56	590,673.00	22490	568,183.00	109	\$22,452.60	\$986.88	\$23,439.48
8	0222313038	12.33	537,094.00	950	536,144.00	743	\$21,186.53	\$6,727.09	\$27,913.62
9	0222313053	1.10	47,916.00	3690	44,226.00	265	\$1,747.66	\$2,399.30	\$4,146.96
10	0221062039	2.29	99,752.00	0	99,752.00	251	\$3,941.85	\$2,272.54	\$6,214.39
11	0221062069	2.26	98,445.00	0	98,445.00	248	\$3,890.20	\$2,245.38	\$6,135.58
12	0221062064	4.79	208,652.00	0	208,652.00	510	\$8,245.19	\$4,617.52	\$12,862.71
13	0222313020	5.44	236,966.00	71880	165,086.00	1075	\$6,523.62	\$9,733.00	\$16,256.62
14	0222313027	0.92	40,075.00	5370	34,705.00	124	\$1,371.42	\$1,122.69	\$2,494.11
15	0222313018	0.92	40,075.00	3880	36,195.00	123	\$1,430.30	\$1,113.64	\$2,543.94
16	0222313063	2.14	93,218.00	3450	89,768.00	401	\$3,547.32	\$3,630.64	\$7,177.95
17	0222313050	0.36	15,681.00	4180	11,501.00	111	\$454.48	\$1,004.99	\$1,459.47
18	0222313049	0.39	16,988.00	0	16,988.00	410	\$671.31	\$3,712.12	\$4,383.43
19	0221062006	2.93	127,630.00	0	127,630.00	98	\$5,043.49	\$887.29	\$5,930.78
20	0222313016	3.01	131,115.00	36690	94,425.00	387	\$3,731.34	\$3,503.88	\$7,235.23
21	4001020190	19.82	863,335.00	46790	816,545.00	112	\$32,266.99	\$1,014.04	\$33,281.04
22	0222313044	30.36	1,322,482.00	0	1,322,482.00	66	\$52,259.85	\$597.56	\$52,857.41
23	0222313024	5.17	225,205.00	0	225,205.00	1079	\$8,899.31	\$9,769.22	\$18,668.53
24	0222313012	0.02	871.00	0	871.00	97	\$34.42	\$878.23	\$912.65
25	0222313035	5.29	230,432.00	30620	199,812.00	111	\$7,895.87	\$1,004.99	\$8,900.86
26	0222313058	7.58	330,243.00	0	330,243.00	0	\$13,050.04	\$0.00	\$13,050.04
27	0222313059	1.29	56,250.00	0	56,250.00	0	\$2,222.80	\$0.00	\$2,222.80
28	0222313008	2.40	104,544.00	16150	88,394.00	1008	\$3,493.02	\$9,126.39	\$12,619.41
29	0222312035	9.98	434,728.00	124940	309,788.00	606	\$12,241.73	\$5,486.70	\$17,728.43
30	0222312033	1.11	48,351.00	15470	32,881.00	0	\$1,299.34	\$0.00	\$1,299.34
31	0222312034	0.94	40,946.00	5240	35,706.00	0	\$1,410.98	\$0.00	\$1,410.98
32	0222314016	5.00	217,800.00	0	217,800.00	0	\$8,606.69	\$0.00	\$8,606.69
TOTALS		160.00	6,969,781.00	391,790.00	6,577,991.00	9,570.00	\$259,939.13	\$86,646.38	\$346,585.50

Front Footage Charge = (Total Project Cost)(0.25)(Lot Front Footage)/9,570

Lot Area Charge = (Total Project Cost)(0.75)(Usable Lot Area)/6,577,991

CITY OF YELM

NISQUALLY ESTATES - WATERMAIN
LATECOMER AGREEMENT
HIGHWAY 507 and 104TH AVENUE SE
2/13/98

LCA ID.	Tax Parcel Number	Owners Name	Mailing Address	Area (sq)	Frontage (feet)	Area Assessment	Frontage Assessment	Total Assessment	
1	21725111301	Steadman Limited Partnership #1993	15201 Mill Road SE Yelm, WA 98597	663,680	955.6	\$ 7,583.42	\$ 6,322.73	\$ 13,906.15	PAID
2	21725111300	Mark Carpenter	PO Box 171 McKenna, WA 98558	642,160	1,057.0	\$ 7,337.52	\$ 6,993.65	\$ 14,331.17	PAID
3	21725130200	Oraciela B. Hoffman	PO Box 1543 Duvall, WA 98019	425,260	175.8	\$ 4,859.16	\$ 1,163.18	\$ 6,022.34	
4	21725130300	James M. Forrester	PO Box 524 Yelm, WA 98597	493,940	71.9	\$ 5,643.92	\$ 475.73	\$ 6,119.64	
5	21725120100	JCH Development	PO Box 1206 Yelm, WA 98597	353,090	446.8	\$ 4,034.52	\$ 2,956.26	\$ 6,990.77	
6	21725120000	JCH Development	PO Box 1206 Yelm, WA 98597	136,140	780.6	\$ 1,555.58	\$ 5,164.85	\$ 6,720.42	
7	21725110300	Evergreen Pacific Properties, Inc.	PO Box 513 Yelm, WA 98597	46,057	90.0	\$ 526.26	\$ 595.49	\$ 1,121.75	
8	21725111100	Thomas Longmire	PO Box 499 Yelm, WA 98507	132,090	181.4	\$ 1,509.30	\$ 1,200.23	\$ 2,709.54	
9	21725111101	Gary J. Johnston	15341 SE 104th Ave. Yelm, WA 98597	43,586	150.0	\$ 498.03	\$ 592.48	\$ 1,090.50	
10	21725110900	Charles Jellison	PO Box 1258 Yelm, WA 98597	52,212	160.0	\$ 596.59	\$ 1,058.64	\$ 1,655.23	
11	21725110800	Charles Jellison	PO Box 1258 Yelm, WA 98597	16,612	40.0	\$ 189.81	\$ 264.66	\$ 454.47	
12	21725110703	Douglas L. Cameron	15311 SE 104th Ave. Yelm, WA 98597	13,029	60.0	\$ 148.87	\$ 396.99	\$ 545.86	
13	21725110700	Douglas R. Cameron	15309 SE 104th Ave. Yelm, WA 98597	22,876	96.2	\$ 261.39	\$ 636.51	\$ 897.90	
14	21725110702	Donna M. Strouse	15307 SE 104th Ave. Yelm, WA 98597	15,514	115.0	\$ 177.27	\$ 760.90	\$ 938.17	
15	21725110701	Edward A. Bryan	14305 SE 104th Ave. Yelm, WA 98597	22,871	190.0	\$ 261.33	\$ 1,257.14	\$ 1,518.47	
16	21725110500	Evergreen Pacific Properties, Inc.	PO Box 513 Yelm, WA 98597	249,855	1,306.0	\$ 2,854.92	\$ 8,641.16	\$ 11,496.08	
17	21725110200	Evergreen Pacific Properties, Inc.	PO Box 513 Yelm, WA 98597	203,170	223.5	\$ 2,321.48	\$ 1,478.79	\$ 3,800.27	
Totals:				3,532,142	6,899.8	\$ 46,359.38	\$ 46,359.38	\$ 80,718.75	
CONSTRUCTION COST BREAKDOWN				<i>Assessment Rate:</i>		\$ 0.01143	\$ 6.617		
Construction Contract	\$	52,500.00	Assessment Rate Calculation:		total sq/ 50% cost	total frontage/50% cost			
Sales Tax	\$	4,200.00							
Engineering	\$	4,000.00							
Surveying	\$	3,000.00							
Construction Obser.	\$	875.00							
Sub-total	\$	64,575.00							
15% Overhead	\$	9,686.25							
10% Profit	\$	6,457.50							
Total Cost:	\$	80,718.75							

AREA ASSESSMENT METHOD

HOPPER & DENNIS, P.L.L.C.

CONSULTING ENGINEERS & PLANNERS

EXHIBIT "B" Pg 1 of 2

CAMAS ASSEMBLY OF GOD OFF-SITE WATER LINE LATECOMER'S FEE CALCULATION

PROJECT DATA		CAMAS ASS. OF GOD DATA	
Total Project Cost	\$167,303.51	Total Site Frontage	1163
Total Length of Water Line	5534 R	Frontage - Unit Cost	\$24.83
Cost-per-LF Water Line	\$47.51	Frontage - Total Cost	\$29,076.45
Total Length of Frontage	6782 R	Off-Site Cost	\$139,077.06
Cost-per-LF Frontage	\$24.83		

LATECOMER'S DATA	
Off-Site Cost	\$139,077.06
Off-Site Frontage	6131 R
Off-Site Unit Cost	\$22.68

LOT #	PARCEL DESCRIPTION	FRONTAGE LENGTH (R)	% TOTAL LENGTH	UNIT COST (\$/R)	TOTAL COST	% TOTAL COST
212	Tax Lot 212 ID#118030-001	156	2.31%	\$22.68	\$3,545.88	2.11%
49	Tax Lot 49 ID#118143	293	4.36%	\$22.68	\$6,683.28	3.99%
11	Tax Lot 11 ID#116920	109	1.61%	\$22.68	\$2,475.92	1.47%
110	Tax Lot 110 ID#115970	110	1.63%	\$22.68	\$2,494.98	1.49%
9	Tax Lot 9 ID#115960	109	1.61%	\$22.68	\$2,471.51	1.47%
8	Tax Lot 8 ID#115958	117	1.73%	\$22.68	\$2,654.44	1.58%
17	Tax Lot 17 ID#115956	120	1.78%	\$22.68	\$2,728.38	1.62%
95	Tax Lot 95 ID#178187	163	2.41%	\$22.68	\$3,698.16	2.20%
100	Tax Lot 100 ID#178194	89	1.31%	\$22.68	\$2,009.77	1.20%
18	Tax Lot 18 ID#178112	156	2.31%	\$22.68	\$3,542.51	2.11%
76	Tax Lot 76 ID#178166	168	2.49%	\$22.68	\$3,818.12	2.27%
E90	Lacamas Heights E90	996	14.73%	\$22.68	\$22,591.13	13.45%
	Tax Lot 1 ID#118031-010					
67	Tax Lot 67 ID#178159	332	4.91%	\$22.68	\$7,531.44	4.49%
20	Tax Lot 20 ID#178114	70	1.03%	\$22.68	\$1,581.96	0.94%
107	Tax Lot 107 ID#178189	66	0.98%	\$22.68	\$1,499.16	0.89%
128	Tax Lot 128 ID#178220	160	2.66%	\$22.68	\$3,628.80	2.15%
129	Tax Lot 129 ID#178221	407	6.02%	\$22.68	\$9,230.20	5.50%
8	Tax Lot 8 ID#178108	179	2.64%	\$22.68	\$4,059.36	2.42%
26	Tax Lot 26 ID#178120	96	1.41%	\$22.68	\$2,169.47	1.29%
120	Tax Lot 120 ID#178212	109	1.61%	\$22.68	\$2,466.62	1.47%
148 1	Tax Lot 148 1 ID#178236-001	371	5.45%	\$22.68	\$8,411.58	5.01%
28	Tax Lot 28 ID#178122	192	2.84%	\$22.68	\$4,356.50	2.59%
126	Tax Lot 126 ID#178218	228	3.37%	\$22.68	\$5,162.13	3.07%
4	Tax Lot 4 ID#178115-015	200	2.96%	\$22.68	\$4,537.64	2.70%
1	Tax Lot 1 ID#178115	196	2.90%	\$22.68	\$4,444.41	2.65%
2	Tax Lot 2 ID#178115-005	127	1.89%	\$22.68	\$2,880.50	1.72%
1	Tax Lot 1 ID#178226	331	4.90%	\$22.68	\$7,517.83	4.48%
81	Tax Lot 81 ID#178173	310	4.59%	\$22.68	\$7,034.68	4.19%
92	Tax Lot 92 ID#178184	150	2.22%	\$22.68	\$3,399.70	2.02%

TOTAL LATECOMER FEES: \$139,077.06

FRONT FOOTAGE METHOD

Job No 961400

8 June 1995

DONKEY CREEK HOLDINGS, LLC

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

April 1, 2002

Steve Misurak
City of Gig Harbor Public Works
3105 Judson St.
Gig Harbor, WA 98335

RECEIVED

APR 02 2002

CITY OF GIG HARBOR
PUBLIC WORKS DEPT

RE: Latecomers Agreement- Burnham Drive Water Main Extension. Revision to Assessment Calculations

Mr. Misurack:

On March 30th we received a revised copy of the fees to be assessed for the extension of the water line.


The calculation formula, although more so than before, remains overly simplistic. Still, left out is the zoning designation of the properties. Our two properties are designated RB-2, which does not provide us with the ability to develop as generously as our neighbors to the north. The RB-2 classification limits coverage to 55%, while the PCD-C classification has "no maximum lot coverage."

While the added factor of wetlands is appropriate, additionally consideration of green belt tracts should be incorporated. In Exhibit C of your agreement wetlands are deducted from the total area to arrive at the "USABLE AREA." However, green belts are not "USABLE AREA" and should be deducted just the same. These are areas that can never be built on, and as a result should not be considered as benefiting.

In 1996 when we were contemplating extending the water line to 97th Street, we were required to address zoning designation when developing a latecomers agreement. We ask that the same standard now apply.

All properties are not equal, and the factor that most greatly decides this is the zoning designation. We would like to see this additional factor used to calculate the agreement. Enclosed you will find a map of the Northharbor Business Campus with the significant green belts highlighted.

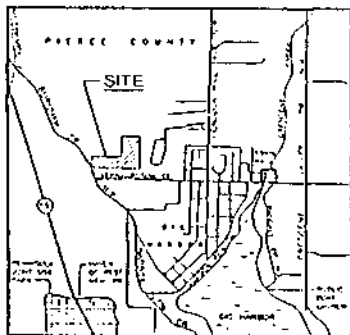
Regards,


Michael Perrow.

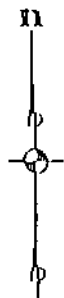
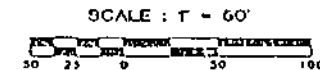
Cc: Mark Hoppen, Wade Perrow, John Vodopich, Gig Harbor City Council

FINAL SITE PLAN

A PORTION OF THE SW 1/4 SE 1/4 AND OF THE SE 1/4 SW 1/4 OF SECTION 31, TWP. 22 N., RGE. 2 E., W.M.
PIERCE COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE



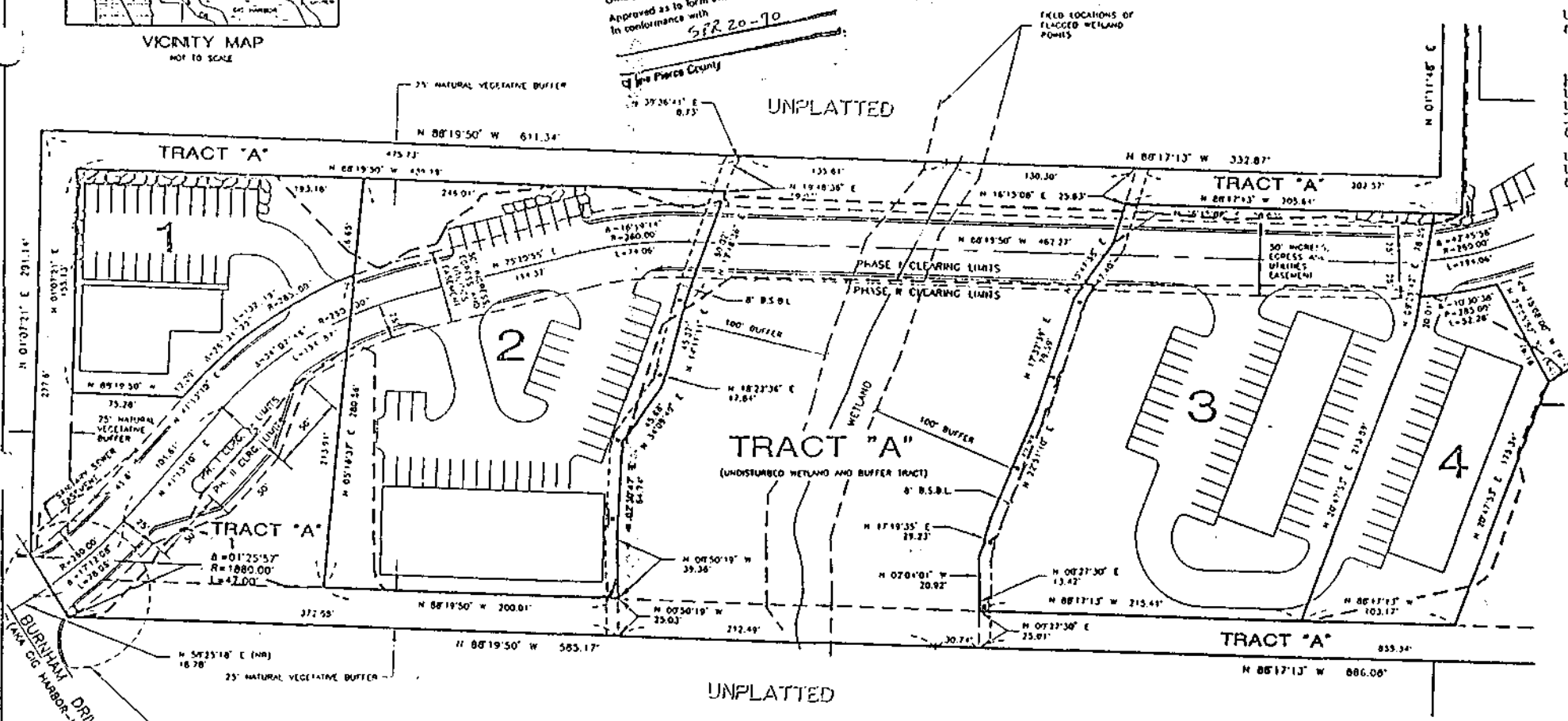
LEGEND

— LOCATION OF WETLAND BUFFER SCUM
(DETAIL ON SHEET 1)

APPROVED
PIERCE COUNTY
PLANNING
Official: *[Signature]*
Approved as to form and intent
in conformance with
SIR 20-90
Date: 4-7-94

Approved as to form and intent
in conformance with
SIR 20-90

Pierce County



SEE SHEET 1 OF 4



3-25-94

EXPIRES 3/25/96



ESM inc.

A CIVIL ENGINEERING, SURVEYING, AND PROJECT MANAGEMENT CONSULTING FIRM

34004 9TH AVENUE S.O., BLDG. A
FEDERAL WAY, WASHINGTON 98003
PHONE: [206] 838-8113

JOB NO. 595-01-930-004
DRAWN: C. GREIZNER/E.R.

3-23-94
1 OF 4

DRAWING NO. FSPAN-1

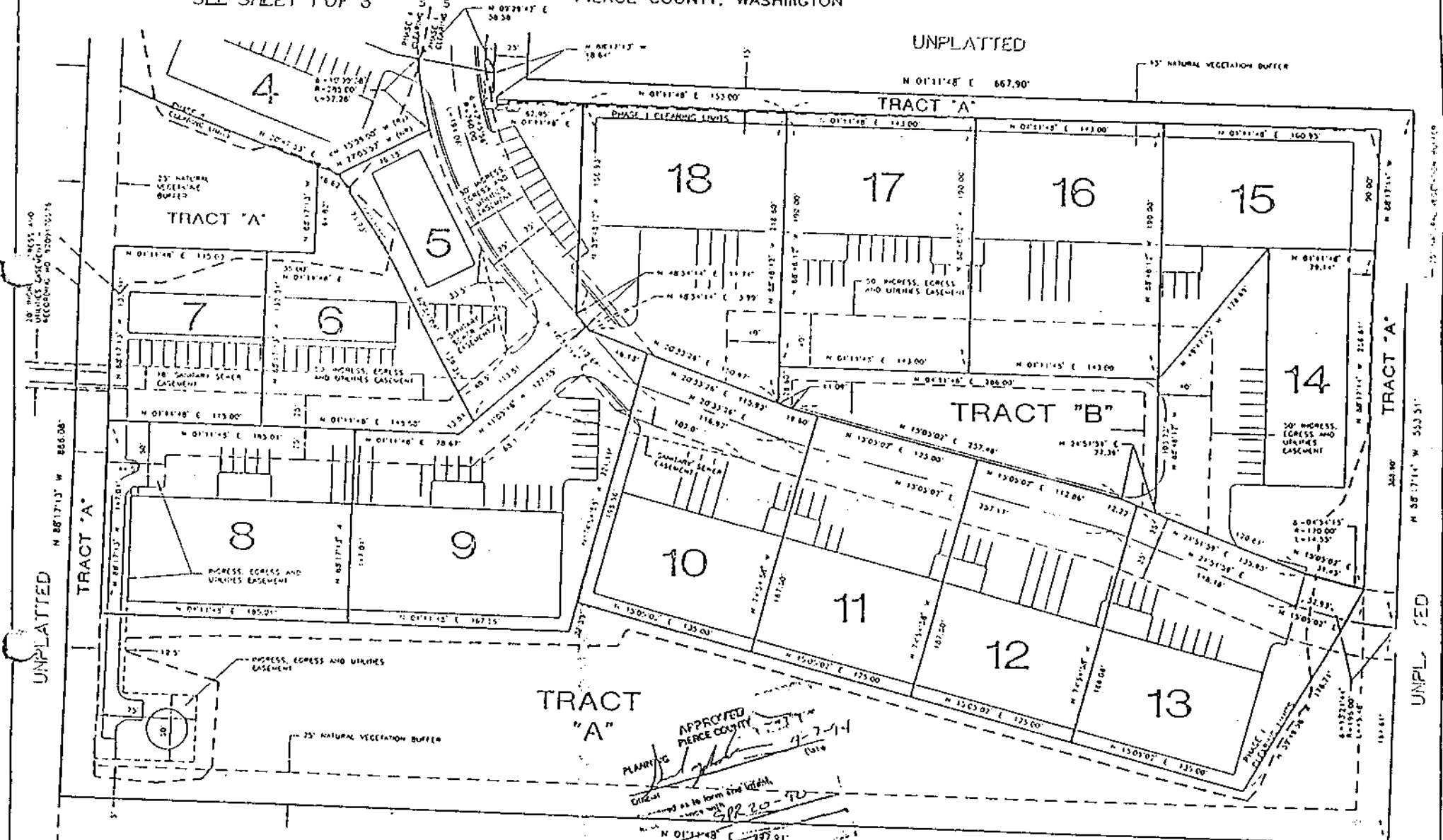
NORTH HARBOR 1 INESS CAMPUS

FINAL SITE PLAN

A PORTION OF THE SW 1/4 SE 1/4 AND OF THE SE 1/4 SW 1/4 OF SECTION 31, TWP. 22 N., RGE. 2 E., W.M.
PIERCE COUNTY, WASHINGTON

SEE SHEET 1 OF 3

UNPLATTED

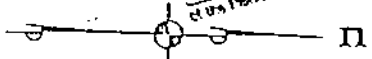


TRACT "A"

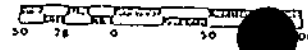
TRACT "B"

PLAT OF "HARBORCREST WEST"
OPEN SPACE AND BUFFER AREA

APPROVED
PIERCE COUNTY
PLANNING
DATE 4-7-14
ORIGINAL
APPROVED AS TO FORM AND CONTENT
DATE APR 20 2014
N 01°14'48" E 667.90'



SCALE: T = 50'



ESM inc.

1001 Exchange Lane, Suite 100, Project Management Consulting Firm

34004 9th Avenue Bldg. A
Federal Way, WA 98003
PHONE: (206) 838-6113



City of Gig Harbor. The "Maritime City"

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

April 3, 2002

Mr. Michael Perrow
Donkey Creek Holdings, LLC
P.O. Box 245
Gig Harbor, WA 98335

Re: Latecomers' Agreement – Burnham Drive Water Main
Extension Revision to Assessment Calculations

Dear Mr. Perrow:

This letter responds to your letter to Steve Misiurak dated April 1, 2002. In that letter, you state that the City's formula for calculation of the fee to be assessed for the extension of the water line should consider the zoning designations of the properties subject to the Latecomers' Agreement. Your proposed calculation of this fee would consider the zoning designation, maximum lot coverage and greenbelts to arrive at the "benefit" each property would derive from the water line extension.

Your belief that the calculation includes consideration of the benefit to each parcel of property subject to the Latecomers' Agreement appears to be based on the manner in which properties are assessed in a Local Improvement District. As you know, properties in LID's are assessed according to the "special benefit" each parcel receives as a result of the improvement. See, RCW 35.44.040, 35.44.047.

However, the Latecomers' Agreement to be considered by the City Council is authorized under chapter 35.92 RCW. The cost assessed each parcel subject to the Latecomers' Agreement is calculated as follows:

Whenever the cost, or any part thereof, of any water or sewer improvement, whether local or general, is or will be assessed against the owners of real estate and such water or sewer improvement will be connected into or will make use of, contracted water or sewer facilities constructed under the provisions of this chapter and the cost of which such owners, or any of them, did not contribute, there shall be included in the engineer's estimate before the hearing on any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided in or computed from such contract as the fair pro rata share due from such owners upon and for such contracted water or sewer facilities.

Mr. Michael Perrow
April 3, 2002
Page 2

RCW 35.92.050. Therefore, the City's formula considers the "fair pro rata share" each one of the owners of the subject properties must pay in order to hook up to the water line.

The City's decision to exclude wetlands from the "usable lands" in the calculation is based on the fact that wetlands are regulated regardless of subsequent development. In other words, a property owner could not develop (or would not be allowed to develop to the full extent normally allowed) on wetlands because wetlands are regulated under federal, state and local laws. Greenbelts are different from wetlands in the sense that a property owner may be required to provide greenbelts or open space in order to mitigate the impacts of development. If a property owner chooses not to develop his or her property, the requirement to dedicate property as greenbelt or open space would not arise.

The City has considered your proposal that the fair pro rata share should take into account whether the particular parcel is limited under the zoning regulations to a certain percentage of maximum lot coverage. Because the cost analysis is based on the fair pro rata share, not any "benefit" or "special benefit" to the property, we do not believe that maximum lot coverage should be considered.

You state, "In 1996, when we were contemplating extending the water line to 97th Street, we were required to address the zoning designation when developing a latecomers agreement. We ask that the same standard now apply. This request is unclear. It was the developers' choice to install the water line. The City is using a standard latecomers' agreement.

If you have any questions about this, please let me know.

Sincerely,



Stephen Misiurak, P.E.
City Engineer



Carol Morris
City Attorney



**GIG HARBOR SPORTSMAN'S CLUB
9721 BURNHAM DRIVE N.W.
GIG HARBOR, WA 98332**

RECEIVED

APR 02 2002

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

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

Mr. Stephen Misiurak,
City Engineer

Mar 30, 2002

Re: Your ltr Latecomers Agreement, Dtd Mar 6, 2002

We have reviewed the proposed latecomers agreement you provided in your letter and find that it is somewhat misleading. Exhibit "A" of your letter shows that the water line ends somewhere in the vicinity of the Conan property on Burnham Drive when in fact the water line continues to the area of the new Target and Albertson's stores.

Please provide us information for the entire water line project in the form you provided in Exhibits "A", "B", and "C" of your letter.

Thank you

A handwritten signature in cursive script that reads "Ben J. Pearson II".

Ben J Pearson II
Treasurer



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SEPTIC TANKS
DATE: APRIL 22, 2002

BACKGROUND

The Gig Harbor Municipal Code currently prohibits the installation and use of any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage within the City of Gig Harbor (13.28.090). Recently, several instances have come to light whereby connection to the sanitary sewer system is cost prohibitive and unrealistic for an individual single lot property owner. There is no provision in the Gig Harbor Municipal Code to vary from the prohibition on the use of septic systems.

With the assistance of the City Attorney, a draft ordinance has been prepared which would allow for the installation and use of septic systems in the City on a very limited case-by-case basis.

RECOMMENDATION

I recommend that the Council move to refer the proposed amendments to 13.28 of the Gig Harbor Municipal Code relating to the installation and use of septic systems in the City to the Public Works committee for review and recommendation.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEPTIC TANKS, AMENDING THE CURRENT PROHIBITION ON INSTALLATION AND CONSTRUCTION OF NEW SEPTIC TANKS ON PROPERTY IN THE CITY LIMITS TO ALLOW A LIMITED EXCEPTION FOR SINGLE PARCELS MEETING CERTAIN CRITERIA; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.090 AND 13.28.100.

WHEREAS, state law allows the City to compel property owners to connect their septic tanks to the City's sewer system if the City's sewer system is constructed to provide sewer service to the property (RCW 35.67.190); and

WHEREAS, pursuant to such authority, the City adopted Gig Harbor Municipal Code ("GHMC") Section 13.28.100, which requires that property owners connect their private sewers and septic tanks to the City's sewer system when the City constructs a sewer extension that is within 200 feet of the subject building(s), and after 120 days notice by the City of the requirement to connect; and

WHEREAS, GHMC Section 13.28.100 also requires that after June 22, 1978, the owners of all new houses, buildings and property used for human occupancy are required to connect to a public sewer; and

WHEREAS, GHMC Section 13.28.090 prohibits anyone from constructing or maintaining a septic tank or other facility intended or used for the disposal of sewage; and

WHEREAS, as part of the City's planning under the Growth Management Act, the City is required to adopt comprehensive land use plans, capital facilities plans and sewer comprehensive

plans, which are the City's generalized policy statements regarding the general distribution, location, extent and use of land, an inventories of existing capital facilities owned by the City, a forecast of the future needs for such facilities and showing the proposed locations and capacities of new facilities with a six-year plan for financing such capital facilities; and

WHEREAS, such plans would include the City's 6-year plan for funding and constructing new sewer extensions into areas previously not served by the City's sewer systems; and;

WHEREAS, in the City's review of the property within City limits that is not served by the City's sewer system for the purpose of one or more of these plans, the City has become aware of individual, undeveloped lots created prior to the Growth Management Act that are not proposed to be served by the City's sewer system in the next 6 years; and

WHEREAS, the City's review of these individual, undeveloped lots and the sewer facilities needed to serve these lots disclosed that new extensions would be so expensive that the owners of these lots would not be able to afford to construct the extensions, under an LID, latecomers' agreement or otherwise; and

WHEREAS, the City Council has determined that it is in the best interests of the public health, safety and welfare to allow an exception to the prohibitions in the Gig Harbor Municipal Code, in order to accommodate these individual, undeveloped lots, as long as the property owners are still required to connect to the City's sewer system under the same conditions set forth in GHMC Section 13.28.100; and

WHEREAS, the City SEPA Responsible official has determined that this ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(6)(b); Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS
FOLLOWS:

Section 1. Section 13.28.090 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

13.28.090. Privies, ~~septic tanks~~ and cesspools prohibited. Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, ~~septic tank~~ cesspool, or other facility intended to used for the disposal of sewage. New septic tanks may be constructed, installed or maintained only as provided in GHMC Section 13.28.100.

Section 2. Section 13.28.100 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

13.28.100. Public sewer available – When Toilet facilities installation and connection required – Exceptions.

- A. The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley, or easement in which there is now located or may, within the next six years in the future be located, as shown in the City's current sewer comprehensive plan, a public sanitary sewer of the City, are required at their expense to install suitable toilet facilities therein, and to connect such facilities directly within the property public sewer, in accordance with the provisions of this chapter, within 120 days after date of official notice to do so, provided that the public sewer is within 200 feet of the building or buildings and specific provisions have been made to connect to such to the public sewer and that no public health or safety hazards exist, as determined by the ~~superintendent~~, Director of Community Development.
- B. The owners of all new houses, buildings and properties used for human occupancy ~~after June 22, 1978~~ shall be required to connect to a public sewer, except as provided in subsection C herein.
- C. The Director of Community Development may approve an exception to the requirements of this Section to address the on-site sewer needs of individual lots created prior to the Growth Management Act if all of the following limited circumstances exist:

1. The subject lot is not located in an area planned to be served by sanitary sewer, as shown in the most current version of the City's six year capital improvement plan and sewer comprehensive plan;
2. The subject lot was created prior to July 1, 1990, which was the date of the adoption of the Growth Management Act;
3. The septic system to be constructed will serve no more than one dwelling unit on the lot meeting the criteria of this subsection; and
4. The property owner shall record a notice against the lot, in a form approved by the City Attorney, providing notice to all subsequent purchasers that the City's approval of a septic system under these procedures will not affect the City's ability to enforce GHMC Section 13.28.100(A) above (or any subsequent amendment to GHMC Section 13.28100(A)) against the lot at any time in the future, as long as the conditions described in that subsection exist.
5. This procedure is exempt from the procedures in Title 19 GHMC, pursuant to RCW 36.70B.140.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this
__th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEPTIC TANKS, AMENDING THE CURRENT PROHIBITION ON INSTALLATION AND CONSTRUCTION OF NEW SEPTIC TANKS ON PROPERTY IN THE CITY LIMITS TO ALLOW A LIMITED EXCEPTION FOR SINGLE PARCELS OF PROPERTY MEETING CERTAIN CRITERIA, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.090 AND 13.28.100.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: EAST/WEST ROADWAY (BORGEN BOULEVARD) PROJECT
FINAL PROJECT ESTIMATE AND COMPLETION
DATE: APRIL 22, 2002

INTRODUCTION/BACKGROUND

The City Council awarded the East/West Roadway (Borgen Boulevard) Project on May 22, 2000 to Tucci and Son's in the amount of \$2,157,163.50. Change orders for the combined amount of \$617,869.00 were authorized, revising the project total amount to \$2,775,032.50. This project is funded through three sources:

- | | |
|---------------------------------------|----------------|
| 1. Pierce County | \$1,000,000.00 |
| 2. City of Gig Harbor | \$ 850,000.00 |
| 3. LID | \$1,650,000.00 |
| Total project funding: \$3,500,000.00 | |

The final actual construction cost paid to the contractor was \$2,762,325.58. Of this total, the Target, Albertson's, and Home Depot consortium will be reimbursing the city approximately \$134,000.00. This amount reflects the costs associated with additional roadway and roundabout widening that was incorporated into the city's construction contract. The widening was required as traffic mitigation in order to accommodate the increased traffic flows generated by the retail stores. The actual realized final construction costs for the roadway improvement project was \$2,628,000.00, approximately \$147,000.00 under the authorized amount.

The success of this project was the result of a coordinated team effort on behalf of the city Public Works staff that dedicated themselves to ensuring contract compliance and cost control throughout every step of the construction project. Compliments must also be extended to the contractor, for it was their talents and expertise that made this roadway project a reality.

FISCAL CONSIDERATIONS

There are no additional financial impacts to the city upon execution of this agreement.

RECOMMENDATION

I recommend that the Council approve the project completion as presented and authorize the Mayor to sign the Certificate of Completion on behalf of the City of Gig Harbor.



City of Gig Harbor. The "Maritime City"

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

CERTIFICATE OF COMPLETION

CONTRACTOR TUCCI AND SONS, INC.			
MAILING ADDRESS 4224 WALLER ROAD			
CITY TACOMA	STATE WA	ZIP 98443	DATE 8/22/00
STATE PROJECT NO. N/A	FEDERAL-AID PROJECT NO. N/A	OTHER: N/A	
PROJECT: EAST-WEST ROADWAY PROJECT CSP - 9801			
DATE WORK PHYSICALLY COMPLETED 2/27/02		FINAL AMOUNT \$2,762,325.58	

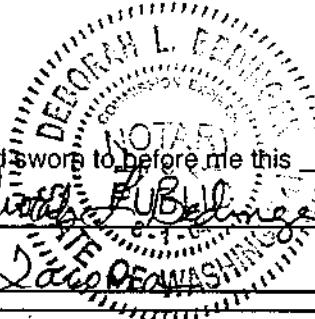
Contractor's Certification

I, the Undersigned, having first been duly sworn, certify that the attached Final Estimate and Reconciliation of Quantities is a proper charge for work performed and material furnished to the City of Gig Harbor for the above Project; that the same or any part thereof has not been paid; and that I am authorized to sign for the claimant (Contractor); that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift of money in any form whatsoever has been extended to any employee of the City of Gig Harbor nor have I rented or purchased any equipment or materials from any employee of the City of Gig Harbor. I further certify that the attached Final Estimate and Reconciliation of Quantities is a true and correct statement showing all of the monies due me from the City of Gig Harbor under this contract; that I have carefully examined said Final Estimate and Reconciliation of Quantities and understand the same; and that I hereby release the City of Gig Harbor from any and all claims of whatsoever nature, which I may have arising out of the performance of said contract, which are not set forth in said Final Estimate and Reconciliation of Quantities. (See "Note" below)

X *Gary S. Paxton*
(Contractor Authorized Signature Required)

GARY S. PAXTON
(Type Signature Here)

Subscribed and sworn to before me this 3rd day of April, 2002
 X *Deborah L. Bellinger* notary public in and for the State of Washington,
 residing at *Jacob*



City of Gig Harbor Certification

I certify the attached Final Estimate and Reconciliation of Quantities to be based upon actual measurements, and to be true and correct.

APPROVED:

X *[Signature]*
Project Manager - City Engineer

4/3/2002
Date

Date of Acceptance _____

By X _____

NOTE: Contractor's claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONCURRENCY MANAGEMENT CODE AMENDMENTS
DATE: APRIL 22, 2002

BACKGROUND

The Tacoma-Pierce County Health Department has recently established new regulations that affect water approval for building and septic development applications for Public Water Systems. These regulations establish the minimum expiration date for water availability certificates as three (3) years. The City's Concurrency Management Code currently has no expiration date for water concurrency certificates associated with a rezone or comprehensive plan amendment. The City's code should be amended to be consistent with the newly adopted regulations of the Tacoma-Pierce County Health Department relating to Public Water Systems, to reflect such change in water concurrency determinations, and to ensure that rezone and comprehensive plan amendment applicants are aware of such expiration deadlines.

Such an ordinance has been prepared which would amend Sections 19.10.020, 13.02.030, and 13.02.040 of the Gig Harbor Municipal Code thereby revising the City's Concurrency Management Code.

RECOMMENDATION

I recommend that the Council move to adopt the ordinance amending Sections 19.10.020, 13.02.030, and 13.02.040 of the Gig Harbor Municipal Code as presented following a second reading of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND DEVELOPMENT, ESTABLISHING A DATE FOR THE EXPIRATION OF WATER CONCURRENCY DETERMINATIONS FOR REZONES AND COMPREHENSIVE PLAN AMENDMENTS, AND CHANGING THE DATE FOR EXPIRATION OF WATER AVAILABILITY CERTIFICATES FROM ONE YEAR TO THREE YEARS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.10.020, 13.02.030 AND 13.02.040.

WHEREAS, the Tacoma Pierce County Health Department has established new regulations that affect water approval for building and septic development applications for Public Water Systems; and

WHEREAS, the pertinent regulation establishes the minimum expiration date for water availability certificates as three (3) years; and

WHEREAS, a water availability certificate issues from the City if the Community Development Director decides that the City has adequate water supply to provide water to an applicant for a proposed development; and

WHEREAS, before a water availability certificate issues, an applicant must apply for a water concurrency determination, so that the Community Development Director can evaluate all of the factors affecting a decision whether the City has sufficient water to be able to serve a proposed development; and

WHEREAS, a water concurrency certificate is merely the approval prerequisite to application for a water availability certificate, both should contain the same expiration dates; and

WHEREAS, the City's code currently provides that water availability certificates expire after one year and so must be changed to three years; and

WHEREAS, the City's Concurrency Management Code currently provides that a water concurrency certificate is valid for the duration of the underlying development permit (with no extensions), which may be shorter than three years; and

WHEREAS, the City's Concurrency Management Code currently has no expiration date for water concurrency certificates associated with a rezone or comprehensive plan amendment because any approval for subsequent development must be evaluated by the concurrency regulations in place at the time development applications are submitted to the City; and

WHEREAS, the City Council determines that the City's code should be amended to be consistent with the newly adopted regulations of the Tacoma-Pierce County Health Department relating to Public Water Systems, to reflect such change in water concurrency determinations and to ensure that rezone and comprehensive plan amendment applicants are aware of such expiration deadlines; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 19.10.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.10.020 Expiration and Extensions of Time

A. Expiration. If a certificate of occupancy has not been requested prior to the expiration of the underlying permit, the director shall convert the reserved capacity to available capacity for the use of other developments.

Requesting a certificate of occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms to applicable codes.

B. Extensions for Road Facilities. The city shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the transportation CRC or any subsequent extension.

C. Extensions for Water. The city shall not extend any water CRC. If the applicant submits an application for an extension of the underlying permit, the applicant shall submit a new application for a concurrency determination under this chapter. The City's determination of concurrency for water shall be valid for the duration of the underlying permit, or three (3) years, whichever is longer. A water CRC issued for a rezone application or comprehensive plan amendment, as provided in GHMC Section 19.10.010, shall be valid for a period of three (3) years. The fact that a property owner has obtained a water CRC for a rezone or comprehensive plan amendment does not provide a water concurrency exemption for subsequently submitted development applications, if the subsequently submitted development applications require more water than is shown on the water CRC issued for the rezone or comprehensive plan amendment, or if the applications are submitted more than three years after issuance of the water CRC for the rezone or comprehensive plan amendment. If the City has issued a water CRC, and the property owner has made application for a water service application, as required by GHMC § 13.02.030, the water CRC shall serve the same purpose as a water availability certificate.

Section 2. Section 13.02.030 of the Gig Harbor Municipal Code shall be amended to read as follows:

13.02.030 Water service applications – generally.

A. Application Required. Any person owning property located within the city limits desiring to have such premises connected with the water supply of the City shall make application at the office of the City clerk on the printed forms furnished for that purpose. Every such application shall be made by the owner of the property to be furnished water service or by his/her authorized agent.

B. Conditions of Water Service. The applicant must state fully the purposes for which the water is required. The applicant must agree to conform to the regulations and rules concerning the use of water as they may be established from time to time and further agree that the city shall have the right at any time, without

notice, to shut off the water supply for repairs, extensions, nonpayment of rates and charges, or for any other reason, and that the City shall not be responsible for any damage caused by the breaking, bursting or collapsing of any boiler, pipes or fixtures, or by the stoppage or interruption of the water supply, or any damage whatever resulting directly or indirectly from the shutting off of the water.

C. Director to Issue Water Availability Certificate. The City ~~public-works~~ Community Development Director shall determine whether or not the City has adequate water before issuing a water availability certificate to the applicant by requiring compliance with the City's concurrency regulations. If a property owner has made application for a CRC (certificate of reserved capacity) under the Concurrency Management Code (chapter 19.10 GHMC), and a CRC issues, the property owner must immediately make application for water service as required herein, but the Community Development Director's issuance of a CRC shall serve the same purpose as a water availability certificate, as long as a hook-up is requested and all fees are paid prior to expiration. Water availability certificates shall expire within three 3) years of issuance. ~~If the property owner does not pay the required fees and submit a request to the city for a hook-up connection to the city water service to the property within such time period.~~

Section 3. Section 13.02.040 of the Gig Harbor Municipal Code shall be amended to read as follows:

13.02.040 Water service application – Form.

Applications for the use of water shall be substantially in the following form:

CITY OF GIG HARBOR
WATER SERVICE APPLICATION

DATE: _____

Application is hereby made by the undersigned property owner for water service in the following amount: _____ at the following location: _____, Gig Harbor, Washington, for the following purposes: _____, for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate issues and be payable immediately upon completion of the installation:

Engineering Fees: _____

Water Main Extension: _____

Fire Hydrant Installation: _____
 Street Repair: _____
 Tap-In Charges: _____
 Water Service Connection Charge: _____
 (Metering Charges): _____

TOTAL: _____

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to shut off the water at any time without notice for repairs, expansions, nonpayment of rates or any other reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within ~~one year~~ three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connection to the below-identified individual parcel of property within this time period, a water availability certificate may be revoked. ~~Within that time period.~~

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

SUMMARY OF ORDINANCE NO. ____
Of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND DEVELOPMENT, ESTABLISHING A DATE FOR EXPIRATION OF WATER CONCURRENCY DETERMINATIONS FOR REZONES AND COMPREHENSIVE PLAN AMENDMENTS, CHANGING THE DATE FOR EXPIRATION OF WATER AVAILABILITY CERTIFICATES FROM ONE YEAR TO THREE YEARS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.10.020, 13.02.030 AND 13.02.040.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE ADOPTING WASTEWATER AND WATER FACILITIES
CHARGE ANALYSES
DATE: APRIL 22, 2002

BACKGROUND

A 2001 Budget objective of both the Sewer (wastewater) and Water fund's were to conduct an analysis of the General Facilities Charges (GFC's). The City contracted with the engineering firm of Gray and Osborne, Inc. for the studies. A representative from Gray and Osborne, Inc, Mr. Ashley Emery will be available to answer any questions you may have about either of the studies or the recommendations contained therein. I have attached the executive summaries from both of these documents for your consideration. The complete documents are available for your review if you choose.

RECOMMENDATION

I recommend that the Council move to adopt the Wastewater General Facilities Charge Analysis and the Water General Facilities Charge Analysis as presented following a second reading of the ordinance.

WATER UTILITY GENERAL FACILITY CHARGE STUDY

EXECUTIVE SUMMARY

This study provides the City of Gig Harbor with a schedule of water general facility charges (GFCs) based on the value of the existing system and planned capital improvements. The recommended water GFCs are the maximum amounts the City should charge, however the City may elect to charge less in order to reconcile the proposed GFC schedule with other City economic policies.

Chapter 1 defines a GFC and summarizes the regulatory authority and guidance documents upon which this analysis is based. Chapter 2 shows the City's existing schedule of GFCs. Chapter 3 identifies the pro rata share of existing and future facilities to be included in the GFC, and Chapter 4 presents the proposed water GFCs.

The City's current GFC schedule (Municipal Code 13.04.080) establishes a GFC for a 3/4 inch meter and utilizes American Water Works Association (AWWA) capacity factors to generate GFCs for meters of up to 2 inches. The City GFCs are applied uniformly to all new customers within City limits, regardless of the location of the connection.

This analysis develops a GFC for a single-family residential 3/4 inch connection and utilizes AWWA capacity factors to establish rates for larger meters up to 2 inches. Table E-1 lists the proposed GFCs that are recommended by this analysis. The recommended GFCs are also stated in terms of a dollar cost per residential 3/4 inch meter.

TABLE E-1

Recommended GFCs

Proposed GFCs	Capacity Factor	GFC ⁽¹⁾
3/4 Inch Meter	1.00	\$ 3,740
1 Inch Meter	1.67	\$ 6,250
1-1/2 Inch Meter	3.33	\$12,450
2 Inch Meter	5.33	\$19,930
Meters Over 2 Inches	(2)	(2)

(1) All GFC amounts shown in Table E-1 have been rounded to the nearest 10 dollars.

(2) These fees are negotiable.

EXISTING WATER GENERAL FACILITY CHARGES

Current connection charges are established by City of Gig Harbor Municipal Code Section 13.04.080 and are shown in Table 2-1. New connections occurring outside City limits are charged 1.5 times the inside City charge. The current schedule of GFCs is based on calculating the appropriate charge resulting from the demands placed on the system by a single 3/4 inch meter. This 3/4 meter GFC is then used in combination with AWWA capacity factors to determine GFCs for 1-inch, 1 1/2-inch, and 2-inch meters.

TABLE 2-1

Existing Water GFCs⁽¹⁾

Meter Size	Capacity Factor	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City Limits)	Meter Charge ⁽⁴⁾
3/4 Inch	1	\$1,305	\$ 1,960	\$ 450
1 Inch	1.67	\$2,175	\$ 3,260	\$ 555
1-1/2 Inch	3.33	\$4,350	\$ 6,525	\$1,130 ⁽³⁾
2 Inch	5.33	\$6,960	\$10,440	\$1,260 ⁽³⁾
Over 2 Inch	(2)	(2)	(2)	(2)

- (1) Source: City of Gig Harbor Municipal Code Section 13.04.080.
- (2) These fees are negotiable.
- (3) These are charged the greater of the stated amount or time and materials plus 10 percent.
- (4) A meter charge represents the cost to install a service meter and is part of a site facility charge (SFC) which is in addition to a GFC.

WASTEWATER GENERAL FACILITY CHARGE STUDY EXECUTIVE SUMMARY

This study provides the City of Gig Harbor with a schedule wastewater general facility charges (GFCs) based on the value of the existing system and planned capital improvements. The recommended wastewater GFCs are the maximum amounts the City should charge, however the City may decide to charge less in order to reconcile the proposed GFC with other City economic policies.

Chapter 1 defines a GFC and summarizes the regulatory authority and guidance documents upon which this analysis is based. Chapter 2 shows the City's existing schedule of GFCs. Chapter 3 identifies the pro rata share of existing and future facilities to be included in the GFC, and Chapter 4 presents the proposed wastewater GFCs.

The City's current GFC schedule includes separate GFCs for the following five areas: Zone A, Zone B, Zone C, Zone D, and All Other (see attached Figure E-1). Zone A is the area participating in ULID No. 1, Zone B is the area participating in ULID No. 2, Zone C is the area the area participating in ULID No. 3, Zone D includes all areas within city limits but not in Zones A, B, or C, and All Other includes all areas not included in Zones A, B, C, or D. This analysis recommends separate GFCs for each of the following four areas: Zones A, Zone B, Zone C, and All Other. Zone D has been eliminated since this current analysis does not differentiate between future customers within or outside of city limits.

This analysis develops a GFC for the ULID No. 1 area (Zone A), ULID No. 2 area (Zone B), ULID No. 3 area (Zone C), and all other areas (All Other). A separate GFC was developed for each ULID area since these areas have been assessed for the improvements constructed under the ULIDs.

Table E-1 lists the proposed GFCs that are recommended by this analysis. The recommended GFCs are stated in terms of a dollar cost per dry weather ERU. The use of a dry weather ERU allows the City to apply the GFC to wholesale or industrial customers who wish to purchase capacity entering the City's collection system without including infiltration or inflow. The proposed GFCs are to be used in conjunction with the City's current practice of assigning ERUs to a new customer based on the class of service as shown in Table 2-2 in Chapter 2.

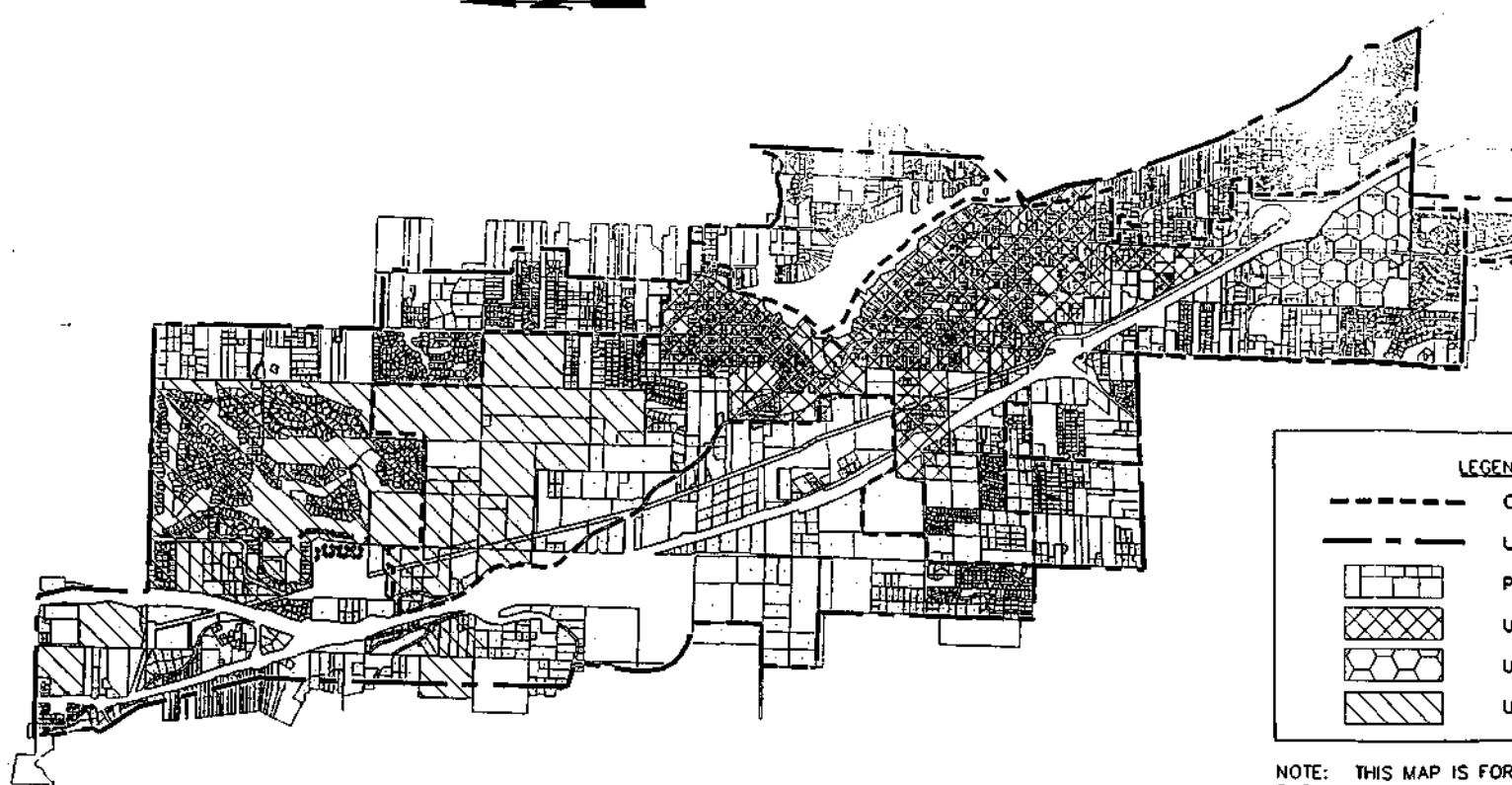
**TABLE E-1
Recommended GFCs⁽¹⁾**

GFC Components	\$/ERU				
	Zone A	Zone B	Zone C	Zone D ⁽²⁾	All Other
Existing GFC	\$ 755	\$1,855	\$1,855	\$1,855	\$2,605
Total Proposed GFC	\$3,250	\$3,070	\$3,050	N/A	\$3,390

(1) All amounts in Table E-1 have been rounded to the nearest 10 dollars.

(2) Zone D has been eliminated as a separate GFC charge in this analysis. The proposed GFC for all new connections outside of Zones, A, B, and C is the GFC for All Other.

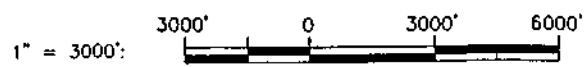
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UPDATED: APR 23 1998 17:49:26
PLOTTED: JUN 03 1998 13:11:54
FILE: K:\ACAD\18\G06-C\VIEW\VIEWE.DWG



LEGEND

- CITY LIMITS
- UGA BOUNDARY
- [Cross-hatch] PARCELS
- [Diagonal lines] ULID #1
- [Horizontal lines] ULID #2
- [Vertical lines] ULID #3

NOTE: THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.



CITY OF GIG HARBOR
FIGURE E-1
ULIDS AND SERVICE AREA

Gray & Osborne, Inc.
CIVIL ENGINEERS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER CONNECTION CHARGES, ADOPTING THE WASTEWATER GENERAL FACILITIES CHARGE ANALYSIS AND THE WATER GENERAL FACILITIES CHARGE ANALYSIS BY REFERENCE AS THE BASIS FOR THE CITY'S WATER AND SEWER CONNECTION CHARGES AND STATING THE CITY COUNCIL'S INTENT TO INCLUDE SUCH ANALYSES IN THE CITY'S SEWER AND WATER COMPREHENSIVE PLANS DURING THE ANNUAL COMPREHENSIVE PLAN UPDATES.

WHEREAS, the City recently commissioned studies to be made of its water utility and sewer facility system, in order to analyze the water and sewer General Facilities Charge; and

WHEREAS, on April 22, 2002 the City Council held a public hearing on the reports from those studies, entitled the "Wastewater General Facilities Charge Analysis" and "Water General Facilities Charge Analysis", both of which are attached hereto as Exhibits A and B, performed by Gray and Osborne, Inc.; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Adoption of Analyses by Reference. The City Council hereby adopts the Wastewater General Facilities Charge Analysis (Exhibit A hereto), by reference, as if the same were fully set forth herein. The City Council hereby adopts the Water General Facilities Charge Analysis (Exhibit B hereto), by reference, as if the same were fully set forth herein.

✓

Section 2. Intent to Include in Comprehensive Plan. The two analyses described above shall be used by the City in computing water and sewer connection fees in the City, as soon as this ordinance is effective. The City Council intends to include the two analyses in the City's sewer and water comprehensive plans, to be adopted therein at the next annual comprehensive plan update. The Community Development Director is directed to include these analyses in the draft ordinances for adoption at that time.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER CONNECTION CHARGES, ADOPTING THE WASTEWATER GENERAL FACILITIES CHARGE ANALYSIS AND THE WATER GENERAL FACILITIES CHARGE ANALYSIS BY REFERENCE AS THE BASIS FOR THE CITY'S WATER AND SEWER CONNECTION CHARGES AND STING THE CITY COUNCIL'S INTENT TO INCLUDE SUCH ANALYSES IN THE CITY'S SEWER AND WATER COMPREHENSIVE PLANS DURING THE ANNUAL COMPREHENSIVE PLAN UPDATE PROCESS.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WASTEWATER FACILITIES CHARGE RATE CHANGE
DATE: APRIL 22, 2002

BACKGROUND

A 2001 Budget objective of the Sewer (wastewater) fund was to conduct an analysis of the General Facilities Charges (GFC's). The City contracted with the engineering firm of Gray and Osborne, Inc. for the study. A representative from Gray and Osborne, Inc, Mr. Ashley Emery will be available to answer any questions you may have about the study or the recommendations contained therein.

An ordinance has been prepared which would amend Section 13.32.060 of the Gig Harbor Municipal Code thereby revising the City's sewer connection fees to reflect the findings of the study.

RECOMMENDATION

I recommend that the Council move to adopt the ordinance amending Section 13.32.060 of the Gig Harbor Municipal Code as presented following a second reading of the ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION CHARGES, INCREASING THE SEWER CHARGE FOR CONNECTIONS WITH THE CITY'S SEWER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WASTEWATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.

WHEREAS, the City has recently commissioned a study to be made of its sewer facility system, in order to analyze the Wastewater General Facilities Charge; and

WHEREAS, the City Council held a public hearing on the report from that study, entitled the "Wastewater General Facilities Charge Analysis" from Gray and Osborne, Inc., on April 22, 2002; and

WHEREAS, the consultants preparing the Sewer General Facilities Charge Analysis have calculated the sewer connection charge without need for the City to make an automatic hook-up adjustment each year, as provided in GHMC Section 13.32.060(C); and

WHEREAS, the City Council adopted the Sewer General Facilities Charge Analysis by reference, for eventual inclusion in the City's sewer comprehensive plan, during the annual comprehensive plan updates; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the Sewer General Facilities Charge Analysis demonstrated that an increase in the sewer connection charge imposed by the City was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on April 22, 2002, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 13.32.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.060. Connection fees.

A. The City shall impose the following connection fees to connect to the sewer system:

1. Zone A includes all properties which participated in the city's Sewer Utility Local Improvement District No. 1 (ULID No. 1), as described in Ordinance 169 establishing ULID No. 1. The connection fee for Zone A is ~~\$670.00~~ 3,390.00 per equivalent residential unit (ERU).

2. Zone B includes all properties which participated in the city's Sewer Utility Local Improvement District No. 2 (ULID No. 2), as described in Ordinance 515 establishing ULID No. 2. The connection fee for Zone B is ~~\$1,650~~ 3,260.00 per equivalent residential unit (ERU).

3. Zone C includes all property participating in the city's Sewer Utility Local Improvement District No. 3 (ULID No. 3), as described in Ordinance 617 establishing ULID No. 3 and additional property within Canterwood Subdivision Divisions 4 through 12 which is included in Canterwood's sewer capacity/utility extension agreement but not specifically included in ULID No. 3. The connection fee for Zone C is ~~\$1,650~~ 3,210.00 per equivalent residential unit (ERU).

~~4. Zone D includes all property within the city limits which is not included in another zone. The connection fee for Zone D is \$1,650 per equivalent residential unit (ERU).~~

~~5.4.~~ The connection fee for all property not described in the above zones to which sewer service is extended is ~~\$2,320~~ 3,570.00 per equivalent residential unit (ERU).

B. The method/formula for determining the basic hook-up charge adjustment shall be: (basic hook-up charge/ERU) (Number of ERUs) = Total hook-up charge. The below assignment of equivalent residential units (ERU) to classes of service shall be used. The ERU assignment shall be applied on a proportionate basis

~~C. There shall be an automatic hook up charge adjustment each year based on the Engineering News Index construction costs factor.~~

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance and the increase's in the connection fee's adopted in this ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION CHARGES, INCREASING THE SEWER CHARGE FOR CONNECTIONS WITH THE CITY'S SEWER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WASTEWATER GENERAL FACILITY CHARGES, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WATER FACILITIES CHARGE RATE CHANGE
DATE: APRIL 22, 2002

BACKGROUND

A 2001 Budget objective of the Water fund was to conduct an analysis of the General Facilities Charges (GFC's). The City contracted with the engineering firm of Gray and Osborne, Inc. for the study. A representative from Gray and Osborne, Inc, Mr. Ashley Emery will be available to answer any questions you may have about the study or the recommendations contained therein.

An ordinance has been prepared which would amend Section 13.04.080 of the Gig Harbor Municipal Code thereby revising the City's water system hook-up charge to reflect the findings of the study.

RECOMMENDATION

I recommend that the Council move to adopt the ordinance amending Section 13.04.080 of the Gig Harbor Municipal Code as presented following a second reading of the ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION CHARGES, INCREASING THE WATER CHARGE FOR CONNECTIONS WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.

WHEREAS, the City has recently commissioned a study to be made of its water facility system, in order to analyze the Water General Facilities Charge; and

WHEREAS, the City Council held a public hearing on the report from that study, entitled the "Water General Facilities Charge Analysis" from Gray and Osborne, Inc., on April 22, 2002; and

WHEREAS, the consultants preparing the Water General Facilities Charge Analysis have calculated the water connection charge without need for the City to make an automatic hook-up adjustment each year, as provided in GHMC Section 13.04.080(D); and

WHEREAS, the City Council adopted the Water General Facilities Charge Analysis by reference, for eventual inclusion in the City's water comprehensive plan, during the annual comprehensive plan updates; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the Water General Facilities Charge Analysis demonstrated that an increase in the water connection charge imposed by the City was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on April 22, 2002, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.04.080. Water system hook-up charge.

A. The City shall charge the following fees to connect to the water utility system:

Meter Size	Capacity Factor(s)	Hook-up Fee
3/4"	1.0	\$ 970.00 <u>3,670.00</u>
1"	1.67	1,620.00 <u>6,280.00</u>
1-1/2"	3.33	3,230.00 <u>12,520.00</u>
2"	5.33	5,179.00 <u>20,040.00</u>
Over 2"		Negotiable

B. Any remodel and/or use change shall pay the difference between the new use and/or size of the previous use and/or size. No refund shall be allowed for use and/or size reduction.

C. Water system hook-up outside the city limits shall be charged at 1.5 times the city rates.

~~D. There shall be an automatic hook-up charge adjustment each year based on the Engineering News Index construction costs factor.~~

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance and the increase's in the connection fee's adopted in this ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION CHARGES, INCREASING THE WATER CHARGE FOR CONNECTIONS WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITY CHARGES, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: COUNCILMEMBER DEREK YOUNG *DY*
SUBJECT: CONSOLIDATION OF DISTRICT COURT II
DATE: APRIL 18, 2002

INFORMATION/BACKGROUND

Pierce County has been discussing the possibility of consolidating its four district courts into the currently named District #1 Court in Tacoma, for at least a year. As part of the process, they put together a committee of stakeholders, including the City of Gig Harbor. The City's representative has been Court Administrator Paul Nelson.

The State statute allowing for district court consolidation requires a decision to be made by May 1st. Knowing this, the committee suggested that the matter be studied this year to determine the actual cost and savings of such a move for consideration in next year's redistricting cycle. This last week, the County Council moved this matter to the Rules Committee, which meets April 29th, and before the full Council at its regular April 30th meeting.

In order to act this year, the Council must vote that night. Judge Farrow, who recently passed away, adamantly opposed the idea and suggested other avenues to cut costs. The measure also comes after Gig Harbor's representative, Councilmember Karen Biskey, left for a scheduled trip out of the country.

It is the timing of this issue that causes the greatest concern. Certainly all governments should be actively seeking cost saving measures to ease the burden placed upon taxpayers. However, sufficient time is not being given for the affected communities to organize a response or examine options. It is also questionable whether consolidation in District #2 would create large enough savings to outweigh the impact on Gig Harbor.

According to the County's legal counsel, Susan Long, the County could consolidate Districts 3 and 4, the least used courts, and leave District 1 (Tacoma, UP, Lakewood) intact.

RECOMMENDATION

I recommend the Gig Harbor City Council adopt the attached resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE CITY COUNCIL'S OBJECTION TO BOTH THE PROCEDURE AND SUBSTANCE OF THE ACTION PROPOSED BY THE PIERCE COUNTY COUNCIL IN CONSOLIDATING THE DISTRICT COURT SYSTEM, SCHEDULED FOR APRIL 30, 2002.

WHEREAS, Pierce County currently operates a District Court system, and one court is located in the City of Gig Harbor; and

WHEREAS, Pierce County has asserted that as a cost saving measure, it must consolidate all court operations in one central location; and

WHEREAS, the elimination of the District Court in Gig Harbor will cause a substantial hardship to the City employees who are required to appear in District Court, including but not limited to the police officers who must show up in court during criminal hearings; and

WHEREAS, the elimination of the District Court in Gig Harbor will cause a substantial hardship because these employees will now be required spend more time traveling a greater distance to the consolidated District Court, which adds to the time they are away from their regular employment, and is more costly, due to the expenses relating to such travel (additional costs for gas, parking and tolls); and

WHEREAS, Pierce County has decided to place the matter of court consolidation on the County Council agenda for April, 30, 2002, when the County representative from Gig Harbor is out of the country and will not be able to attend; and

WHEREAS, at this time, Pierce County has indicated that it will only allow one public hearing on the matter before it is voted upon by the Pierce County Council; and

WHEREAS, the City Council believes that the notice it has received for the County's action is too short to be able to provide Pierce County with a detailed response to the proposed court consolidation, and the City Council would like to present the County with additional information and analysis regarding alternatives; and

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Gig Harbor City Council objects to the Pierce County Council's decision to consider the matter of court consolidation and the elimination of the District Court in Gig Harbor with only one public hearing and while the City's representative in the County Council cannot attend to provide her input or vote.

Section 2. The Gig Harbor City Council objects to the Council's decision to consider this matter on April 30th, which does not provide the City Council enough time to be able to prepare a considered response to the court consolidation issue.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR PRO TEM, DEREK YOUNG

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK: 4/22/02
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. ____

April 17, 2002

To: Mayor Wilbert
City Council Members
Mark Hoppen
Chief Barker

Re: Possible Court Consolidation of Pierce County District Court #2 and the affects on the citizens of Gig Harbor.

In February 2002 Mayor Wilbert appointed me to represent Gig Harbor on the Pierce County Districting Committee. *Gig Harbor's representation is covered in RCW 3.38.010 (5) The mayor, or representative appointed by the mayor, of each city or town with a population of three thousand or more in the county.*

During the first meeting February 7, 2002, it was made clear that the committee would be under a time deadline to make a recommendation to the county council by mid-March regarding redistricting boundary lines for the four district courts. It was also made clear that due to Pierce County budgeting issues that court consolidation would be the main topic. I made it clear during that meeting that without a thorough review of potential service disruption to the citizens of Gig Harbor I would be opposed. It was agreed by the committee that the issue of district court consolidation would require more time than the current deadline to submit a recommendation.

On February 21, 2002, the committee agreed to create a subcommittee to study the court consolidation issue for a year and to submit a recommendation by March 15, 2003. (Refer to attachments A & B). As the sole representative on the committee from this side of the bridge I felt it necessary to be involved on the subcommittee. I was appointed to the subcommittee on March 27, 2002.

Subcommittee members:

Toni Froehling, Pierce County Bar Association
Frank Krall/Susan Adams, Pierce County Prosecuting Attorneys
Paul Nelson, Rep. City of Gig Harbor
Mayor Barbara Skinner, City of Sumner

The first week of April Judge Farrow dies from complications of his liver transplant. Two days following his death the court consolidation issue was placed on the Pierce County Council agenda co-sponsored by a Districting Committee Member (Harold Moss) who had agreed a month prior to study the issue over the next 11 months. (Refer to attachment C/Council Agenda, 4/16/2002)

Proposal #2002-41s	Consolidate All PC District Courts
Proposal #2002-42	Salary Adjustment PC Dist. 3 Judge
Proposal #2002-44	Dist Court 2 into Position #6 as Part-time Judge

These issues were placed on the agenda after the passing of Judge Farrow who has been a staunch opponent of consolidation. (Refer to attachment D/Judge Farrow's letter to the Districting Committee dated February 7, 2002)

The timing of this looks particularly bad considering the passing of Judge Farrow, the absence of Councilwoman Biskey (vacationing), and the conflict of a districting committee member agreeing to do one thing and then co-sponsoring one proposal and solely sponsoring two other proposals to do the opposite.

On April 16 all three proposals were referred to the Rules & Operations Committee to be heard on Monday, April 29 to be ruled on at council hearing on April 30. The deadline for amendments to the plan is May 1 (RCW 3.38.40) (Refer to attachment E/Statutory Procedures relating to District Court Consolidation)

Page 2 of attachment E
2001 Criminal and Infraction Filings Pierce County Courts

Here are examples of types of cases
Criminal Cases (misdemeanor)
*defendants may serve up to 1 yr in jail w/ \$5,000 fine

Car Prowls
Thefts (shoplifting)
Possession of Stolen Property
Assault 4th, Assault 4th Domestic Violence
DUIs, Reckless Driving, Negligent Driving 1st
Driving While License Suspended
Criminal Impersonation
Malicious Mischief (vandalism)

Infraction Cases (speeding, failure to yield, no insurancerules of road)
*Punishable by a \$\$ penalty and possible license suspension only. No jail time to serve. Financial penalties range from \$86 - \$490

The chart w/listed cities indicates where defendants live per filing.

District Court # 2 had **4,901** filings in 2001 of which **1518** were Gig Harbor *area* residents.

Examples:

- John Doe who resides in Gig Harbor is cited by the State Patrol on Hwy. 16 with a speeding ticket on his way home from work in Tacoma.
- John Doe who lives in Purdy is on probation with PC District Court #2 for a DUI. He also has numerous cases of shoplifting in his history from Gig Harbor retail stores.

***Keep in mind that these figures were provided to the Districting Committee and not as a result of a subcommittee research. Civil filings, small claim cases, name changes, Anti-harassment Orders are **not included** in these numbers.**

Page 3 of attachment E

2001

Infraction filings indicated	4,347
DUI (only)	99
Criminal Non-traffic/Criminal traffic (not including DUI)	723
Anti-harassments	96
Civil (maximum reward \$50,000)	441
Not indicated	
Small Claims (maximum penalty \$4,000)	161

My concerns range from convenience for the citizens of Gig Harbor to loss of business revenue, and more importantly public safety for the citizens of Gig Harbor.

If consolidation of Pierce County District Court #2 involves eliminating the court facility, reducing the days of operation, or reducing the judicial position to part-time the citizens of Gig Harbor and surrounding area will be inconvenienced.

There is a high probability of service interruption. Citizens may have to travel downtown to pay for tickets, to attend court, to testify as a witness, to seek an anti-harassment, to sue your neighbor, to file a small claims, to meet with your probation officer, or to serve jury duty. I don't realistically believe that the court will shut down and move away right now. I do feel that drastic and immediate changes will occur that will disrupt customer service right now and that when the \$7,000 a month lease is up for renewal in the next few years it will not be renewed.

These crimes and infractions are committed by citizens of Gig Harbor who commit offenses outside of the city limits or they are citizens of our larger shared community. Regardless of where offenders (good or bad) reside they will frequent our city for recreation or for business. Just as the retail businesses across from City Hall benefit on our court days so do the businesses on Kimball Drive on District Court #2 court days.

The most important issue is public safety. Gig Harbor has benefited over the years of having two judges holding defendants accountable. Gig Harbor Municipal Court and Pierce County District Court have many repeat offenders of crimes such as DUI and Domestic Violence Assaults. Additionally, Pierce County District Court 2 has one of the most respected probation officers in the state for his lead role in community supervision. It is crucial to hold these offenders accountable to treatment to deter a future crime from occurring. He currently supervises over 200 offenders most who live in Gig Harbor and surrounding areas.

This packet has been prepared at short notice. I am available at the council's pleasure to answer any questions.

In the service of the citizens of Gig Harbor.
Respectfully,



Paul W. Nelson
Court Administrator



Pierce County

Office of the County Council

930 Tacoma Avenue So., Room 1046
Tacoma, WA 98402-2176
(253) 798-7777
FAX (253) 798-7509
1-800-992-2456

A

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March 13, 2002

RECEIVED
MAR 15 2002
GIG HARBOR MUNICIPAL COURT

District Court Districting Committee Members

RE: Request for Input

Dear Committee Members:

At the February 21, 2002, meeting of the District Court Districting Committee, I suggested that members consider the creation of a subcommittee to study the general issue of the "efficiencies" of the District Court system in Pierce County, and to formulate a recommendation and report to the full Committee later this year. Although we were one body short of a quorum, those present concurred with the idea of a subcommittee. The following issues were suggested for the subcommittee's consideration:

1. Consolidation of district courts' administration, but retention of outlying courts;
2. Examine experiences of other jurisdictions;
3. If outlying/satellite courts are retained, where should they be located?
 - a. Where are the users from?
 - b. Where are transportation lines located?
4. Financial analysis;
5. Concerns of District Court administrations, Prosecuting Attorneys, and the Department of Assigned Counsel.

I hope to have the subcommittee appointed at the March 28 District Court Districting Committee meeting. Also at that meeting, I would like to begin to outline the goals of the subcommittee and the process by which it will undertake its task.

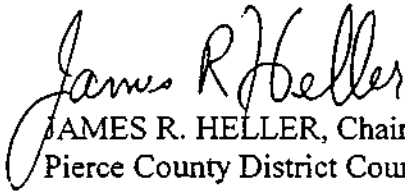
I am very interested in the ideas and concerns of all committee members with respect to the goals and process of the subcommittee and the issues for its consideration. Please forward your comments to Linda Medley at the Pierce County Council, 930 Tacoma Avenue So., Room 1046, Tacoma, WA 98402, (253) 798-3647 or E-mail LMedlev@co.pierce.wa.us in advance of the March 28 meeting, if possible.

3 p.m.



Thank you for your participation. I look forward to seeing you on March 28 at 3:00 p.m. in the County Council Chambers, 930 Tacoma Avenue So., Room 1045, Tacoma, Washington.

Sincerely,


JAMES R. HELLER, Chair
Pierce County District Court
Districting Committee

JRH/lm

c: Judge Thomas Farrow, District Court No. 2
Judge Paul Treyz, District Court No. 3
Judge Richard DeJean, District Court No. 4

B

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MAR 18 2002

GIG HARBOR MUNICIPAL COURT

March 14, 2002

Pierce County Council
930 Tacoma Ave S. #1046
Tacoma, WA 98402

RE: Report and Recommendation of District Court Districting Committee

Dear Council Members:

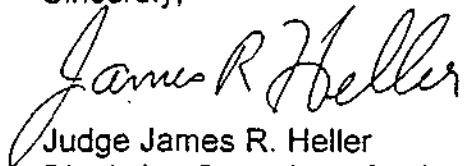
Pursuant to the letter dated December 13, 2001 from John W. Ladenburg and Wendell Brown, the District Court Districting Committee has begun meeting. We have not concluded all our work, but have one recommendation to submit by the March 15, 2002 cutoff date set forth in RCW 3.38.040. The committee intends to continue working and perhaps by March 15, 2003 will have recommendations regarding the broader issues identified in Pierce County Executive John Ladenburg's subsequent letter to the committee.

At our first committee meeting, it was established that the County Auditor Cathy Pearsall-Stipek would recommend a change in the way that the current district boundaries are set forth. She recommended that descriptions using landmarks and roadways be used in lieu of the previous use of voter precinct names and precinct numbers. The committee at its first meeting voted in favor of that proposition and requested the Auditor bring to the second committee meeting a proposed ordinance accomplishing this task. The committee further voted to recommend that the district designations remain the same for this year. The committee reasoned that there was not sufficient time to deal with a more complex analysis of consolidating districts. The Auditor was requested to draw boundaries consistent with those currently used. That proposed ordinance is attached hereto as Exhibit A. The committee met a second time and a quorum was not present at the second meeting. However, it was unanimously agreed, by those present, that Exhibit A be recommended to the Pierce County Council for adoption. This was consistent with the vote taken at the first meeting in requesting the Auditor draw the lines consistent with the current district boundaries.

The committee did not feel it had time to address issues of consolidating the districts or where and how District Court services should be provided to citizens and particularly outlining areas. In the coming year, the committee will

undertake to do that examination. The Administrator of Courts for the State of Washington has indicated their interest in this project. They have indicated they will have a staff member work with the committee. They are also interested in pursuing issues raised regarding multiple district courts in a single county. This issue was raised in the Report 2000 for Courts. Their assistance and interest is appreciated.

Sincerely,



Judge James R. Heller
Districting Committee Chairperson

Cc: Districting Committee Members
John Ladenburg, Pierce County Executive
Judge Thomas Farrow
Judge Paul Treyz
Judge Richard DeJean



4. PROPOSAL NO. 2002-41s, AN ORDINANCE OF THE PIERCE COUNTY COUNCIL AMENDING CHAPTER 2.54 OF THE PIERCE COUNTY CODE, "DISTRICT COURT DISTRICTING PLAN", TO CONSOLIDATE ALL PIERCE COUNTY DISTRICT COURTS INTO ONE PIERCE COUNTY DISTRICT COURT.
Sponsored by: Councilmembers Kevin Wimsett, Harold Moss, and Pat O'Malley
Contact person: Susan Long, 798-6068
For referral to the Rules & Operations Committee
To be heard by the Rules & Operations Committee on April 29, 2002
Suggested date of Council hearing: April 30, 2002
 5. PROPOSAL NO. 2002-42, AN ORDINANCE OF THE PIERCE COUNTY COUNCIL ADOPTING A SALARY ADJUSTMENT FOR THE PART-TIME DISTRICT COURT JUDGE IN DISTRICT NO. 3, EATONVILLE, PURSUANT TO REVISED CODE OF WASHINGTON 43.03.012.
Sponsored by: Councilmember Harold Moss
Contact person: Hudson Stansbury, 798-7477
For referral to the Rules & Operations Committee
To be heard by the Rules & Operations Committee on April 29, 2002
Suggested date of Council hearing: April 30, 2002
 6. ORDINANCE NO. 2002-44, AN ORDINANCE OF THE PIERCE COUNTY COUNCIL SETTING THE PROPORTION OF FULL-TIME WORK FOR THE PART-TIME DISTRICT COURT JUDGE, POSITION NO. 6, GIG HARBOR (PREVIOUSLY DISTRICT COURT NO. 2) PURSUANT TO REVISED CODE OF WASHINGTON 43.03.012.
Sponsored by: Councilmember Harold Moss
Contact person: Susan Long, 798-6068
For referral to the Rules & Operations Committee
To be heard by the Rules & Operations Committee on April 29, 2002
Suggested date of Council hearing: April 30, 2002
- c. Action on Resolutions (refer, set date of hearing)
1. PROPOSAL NO. R2002-45, A RESOLUTION OF THE PIERCE COUNTY COUNCIL RELATING TO RACIAL PROFILING IN POLICING.
Sponsored by: Councilmember Harold Moss
Contact person: Carolyn Pendle, 798-3631
For referral to the Rules & Operations Committee
- d. Other Items
- VI. MESSAGES FROM EXECUTIVE/JUDGES/PROSECUTING ATTORNEY
1. A message from the Executive transmitting the following Ordinances, which were approved and signed on April 3, 2002:



Pierce County

District Court No. 2

6659 Kimball Drive N.W., Bldg. E-503
Gig Harbor, Washington 98335
(253) 798-6670

THOMAS A. FARROW
District Court Judge

WILLIAM ROBINS
Court Administrator

0

February 7, 2002

District Court Districting Committee

Dear Committee Members:

Thank you for advising me of today's meeting. I do have concerns over how decisions made by this committee will affect District Court Two and the Peninsula/Gig Harbor community and the citizens we serve.

The only recommendation that might arise that would significantly concern this Court is the issue of consolidation. I am opposed to consolidation of District Court Two. I take no position with any of the other courts. I do not feel that change for the sake of change is appropriate. I do not feel that big is necessarily better.

Consolidation will necessarily cause changes in the way this court is operated; a change in staff, administration, or other changes in the manner in which this Court has traditionally served litigants, defendants and community members. During the course of my tenure my staff and I have worked diligently to create an efficient, fair and just Court to serve clientele and this community. We have accomplished this with limited resources and a minimal staff who are dedicated to this Court and this community.

I realize that this letter is based upon a concern that might not ever arise. If there are no plans to consolidate District Court Two then you may ignore this letter. If on the other hand there is a plan to consolidate District Court Two, please appointment me to any sub-committee that might be formed to study consolidation.

Sincerely

The Honorable Thomas A. Farrow



(E)

PG 1

Statutory Procedures Relating to District Court Consolidation

District Court Districting:

The district court districting plan specifies where district court judges will hold their court sessions. (R.C.W. 3.30.40) The Pierce County districting plan is contained in Chapter 2.54 of the Pierce County Code. The plan provides for four districts in Pierce County. The plan specifically states that the central offices, courtrooms and records of each district court will be located within the boundaries of the district. Consolidation of these courts would require amendment of the current districting plan.

The districting committee can meet at any time to propose amendments to the districting plan. The committee is called into session by the county legislative authority, the chairperson of the committee, or a majority of its members. The committee must use the same procedures they used when creating the original districting plan. They are subject to the following restrictions:

- Amendments to the plan shall be submitted to the county legislative authority no later than March 15th.
- Amendments to the plan must be adopted by May 1st.
- Any amendment that would reduce the salary or shorten the term of any judge shall not be effective until the next regular election for district judge.

(R.C.W. 3.38.40)

The districting committee is composed of representatives of various governmental organizations as provided for in R.C.W. 3.38.010 and meets at the call of the prosecuting attorney to prepare the districting plan. (R.C.W. 3.38.020) After the recommended amendments have been prepared, they are transmitted to the county legislative authority. The county legislative authority will then hold a public hearing on the proposal. After the public hearing, the legislative authority may adopt, modify, or reject the amendments to the districting plan. (R.C.W. 3.38.030) If adopted, the amendments may be made effective at a date set by the county legislative authority. (R.C.W. 3.38.040)

District Court Judges:

The law states that 11 district judges will be elected for Pierce County. (R.C.W. 3.34.010) Any county that wishes to deviate from their base number of judges must seek the assistance of the supreme court. The supreme court will direct the administrator for the courts to conduct a weighted caseload analysis. The court then will make a recommendation to the legislature. (R.C.W. 3.34.020) The legislature may then adjust the number of judges elected for the county. If any judges are added, the county must agree to pay the full cost of the new judge. The law allows the county legislative authority to change a part-time position to a full-time judicial position at any time. (R.C.W. 3.34.020(5)(b)) The law does not mention changing a full-time position to a part-time position.

2001 Criminal and Infraction Filings - Pierce County District Courts

Count of Case Number City	Court Code				Grand Total	
	PD1	PD2	PD3	PD4		
AUBURN	745	33	14	55	847	1.40%
BUCKLEY	407	12	14	180	613	1.01%
EATONVILLE	519	5	215	5	744	1.23%
FEDERAL WAY	1002	58	13	23	1096	1.81%
GIG HARBOR	755	1518	4	10	2287	3.78%
GRAHAM	2165	13	179	16	2373	3.92%
KENT	639	40	2	43	724	1.20%
LACEY	687	19	4	2	712	1.18%
LAKWOOD	2476	58	22	7	2563	4.23%
OLYMPIA	1669	74	19	23	1785	2.95%
PORT ORCHARD	329	354	1	5	689	1.14%
PUYALLUP	5571	88	88	49	5796	9.57%
ROY	791	16	179	5	991	1.64%
SEATTLE	1332	91	12	54	1489	2.46%
SPANAWAY	4025	39	116	7	4187	6.91%
SUMNER	1415	33	19	201	1668	2.75%
TACOMA	14698	581	148	53	15480	25.56%
UNIVERSITY PLACE	1675	63	3	4	1745	2.88%
OUT OF STATE/UNKNOWN/OTHER	12351	1806	272	357	14786	24.41%
Grand Total	53251	4901	1324	1099	60575	100.00%

Data From 2002 Preliminary Budget and AOC Caseload Reports
 2001 Reflects 2001 Budget

	2002	2001	2000	1999
DC1				
Staffing*	62.50	64.50	65.50	68.20
Judicial Officers	6.50	6.50	6.50	7.20
Filings	65,997	65,997	68,937	60,460
Revenues	\$ 4,332,020	\$ 4,156,710	\$ 4,186,907	\$ 3,773,613
Expenditures	\$ 5,658,400	\$ 5,562,810	\$ 5,385,962	\$ 5,336,767
General Fund Support**	\$ 1,326,380	\$ 1,330,700	\$ 1,197,375	\$ 1,544,195
AOC Caseload Data***				
Infractions		43,745	46,391	38,009
DUI		1,463	1,748	1,457
CN,CT		8,885	8,935	8,895
Antiharassments		1,380	1,092	1,084
Civil		10,579	10,749	11,014

	2002	2001	2000	1999
DC2				
Staffing	6.00	6.00	6.00	6.20
Judicial Officers	1.00	1.00	1.00	1.00
Filings	5,905	5,780	5,449	5,184
Revenues	\$ 450,500	\$ 483,100	\$ 493,804	\$ 475,611
Expenditures	\$ 657,320	\$ 664,580	\$ 603,615	\$ 583,518
General Fund Support**	\$ 206,820	\$ 173,680	\$ 109,811	\$ 105,487
AOC Caseload Data***				
Infractions		4,347	3,966	3,520
DUI		99	162	177
CN,CT		723	784	1,005
Antiharassments		96	76	68
Civil		441	452	414

Average Filings Per

Infrac.	3,944
DUI	146
CN, CT	837
Anti H.	80
Civil	43

	2002	2001	2000	1999
DC3				
Staffing	2.25	3.75	3.75	3.75
Judicial Officers	0.75	0.75	0.75	0.75
Filings	1,655	1,655	1,656	1,802
Revenues	\$ 144,810	\$ 165,040	\$ 151,652	\$ 161,129
Expenditures	\$ 265,530	\$ 336,840	\$ 305,981	\$ 325,563
General Fund Support**	\$ 120,720	\$ 166,600	\$ 154,329	\$ 162,078
AOC Caseload Data***				
Infractions		980	1,076	955
DUI		11	16	38
CN,CT		433	497	662
Antiharassments		33	34	17
Civil		148	113	121

	2002	2001	2000	1999
DC4				
Staffing	1.30	1.30	1.30	1.30
Judicial Officers	0.30	0.30	0.30	0.30
Filings	1,265	1,245	1,344	1,401
Revenues	\$ 96,270	\$ 104,010	\$ 90,523	\$ 85,620
Expenditures	\$ 125,830	\$ 124,020	\$ 113,331	\$ 112,428
General Fund Support**	\$ 29,560	\$ 20,010	\$ 22,808	\$ 26,549
AOC Caseload Data***				
Infractions		855	1,071	980
DUI		17	12	25
CN,CT		216	214	228
Antiharassments		41	33	19
Civil		108	111	149

*Adjusted to reflect 2002 Actual Staffing Level

**Excludes grants and intergovernmental transfers

***Caseload Data may not mirror budgeted filings, 2001 Projected based on YTD through September

(4) For purposes of this section, the term debt shall include penalties, fines, costs, assessments, or forfeitures imposed by the courts.

(5) The court may assess as court costs the moneys paid for remuneration for services or charges paid to collecting attorneys, to collection agencies, or, in the case of credit cards, to financial institutions. [1995 c 291 § 1; 1995 c 38 § 1; 1994 c 301 § 1; 1987 c 266 § 1.]

Reviser's note: This section was amended by 1995 c 38 § 1 and by 1995 c 291 § 1, each without reference to the other. Both amendments are incorporated in the publication of this section pursuant to RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

Acts of municipal officers ratified and confirmed—1995 c 38: "Acts of municipal officers before July 23, 1995, that are consistent with its terms, including, but not limited to, acts consistent with chapter 301, Laws of 1994, are ratified and confirmed." [1995 c 38 § 12.]

3.02.050 Discovery rules in civil cases. By January 1, 1982, the supreme court shall adopt rules providing for discovery in civil cases in the courts of limited jurisdiction. [1981 c 331 § 8.]

Court Congestion Reduction Act of 1981—Purpose—Severability—1981 c 331: See notes following RCW 2.32.070.

3.02.060 Judge pro tempore appointments. A judge pro tempore may be authorized under RCW 3.50.090 or 35.20.200 whenever a judge of the municipal court serves on a judicial commission, board, or committee established by the legislature or the chief justice of the supreme court. The judge pro tempore shall be compensated as specified in RCW 3.50.090 or 35.20.200. [2000 c 165 § 2.]

Chapter 3.20

VENUE

(Formerly: Jurisdiction and venue)

Sections

3.20.100 Change of venue—Affidavit of prejudice.

District courts, civil procedure: Title 12 RCW.

3.20.100 Change of venue—Affidavit of prejudice. If, previous to the commencement of any trial before a justice of the peace, the defendant, his attorney or agent, shall make and file with the justice an affidavit that the deponent believes that the defendant cannot have an impartial trial before such justice, it shall be the duty of the justice to forthwith transmit all papers and documents belonging to the case to the next nearest justice of the peace in the same county, who is not of kin to either party, sick, absent from the county, or interested in the result of the action, either as counsel or otherwise. The justice to whom such papers and documents are so transmitted shall proceed as if the suit had been instituted before him. Distance, as contemplated by this section, shall mean to be by the nearest traveled route. The costs of such change of venue shall abide the result of the suit. In precincts, and incorporated cities and towns where there are two or more justices of the peace, any one of them shall be considered the next nearest justice of the peace. [1943 c 126 § 1; 1881 p 8 §§ 2, 3; Code 1881 § 1938; 1867 p 88 § 2; Rem. Supp. 1943 § 1774.]

Chapter 3.30 DISTRICT COURTS

Sections

3.30.010 Definitions.
3.30.015 Construction of "justices of the peace," "justice courts," "justice of the peace courts."
3.30.020 Application of chapters 3.30 through 3.74 RCW.
3.30.030 Nomenclature for judges and courts.
3.30.040 Sessions.
3.30.050 Departments.
3.30.060 Adjournments.
3.30.070 Records.
3.30.080 Rules.
3.30.090 Violations bureau.

Rules of court: See Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ).

County probation services for persons convicted in district court: RCW 9.92.060, 9.95.210, 36.01.070.

3.30.010 Definitions. As used in this chapter unless the context clearly requires otherwise:

"City" means an incorporated city or town.

"Department" means an administrative unit of a district court established for the orderly and efficient administration of business and may include, without being limited in scope thereby, a unit or units for determining traffic cases, violations of city ordinances, violations of state law, criminal cases, civil cases, or jury cases.

"Population" means the latest population of the judicial district of each county as estimated and certified by the office of financial management. The office of financial management, on or before May 1, 1970 and on or before May 1st each four years thereafter, shall estimate and certify to the county legislative authority the population of each judicial district of each county. [1984 c 258 § 3; 1979 c 151 § 1; 1967 ex.s. c 42 § 1; 1961 c 299 § 1.]

Court Improvement Act of 1984—Effective dates—1984 c 258: "(1) Sections 1 through 210, 511, 601 through 808, and 901 of this act shall take effect on July 1, 1984.

(2) Sections 501 through 510 and 512 through 524 of this act shall take effect on January 1, 1985.

(3) Sections 301 through 405 of this act shall take effect on July 1, 1985." [1984 c 258 § 902.]

Court Improvement Act of 1984—Severability—1984 c 258: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1984 c 258 § 903.]

Short title—1984 c 258: "This act may be known and cited as the court improvement act of 1984." [1984 c 258 § 1.]

Savings—1967 ex.s. c 42: "All matters relating to functions transferred under the provisions of this 1967 amendatory act which at the time of transfer have not been completed may be undertaken and completed by the director of the planning and community affairs agency, who is authorized, empowered, and directed to promulgate any and all orders, rules and regulations necessary to accomplish this purpose." [1967 ex.s. c 42 § 4.] The planning and community affairs agency has been redesignated the department of community, trade, and economic development. See RCW 43.330.020.

Effective date—1967 ex.s. c 42: "This 1967 amendatory act shall take effect on July 1, 1967." [1967 ex.s. c 42 § 5.]

Population determinations, office of financial management: Chapter 43.62 RCW.

3.30.015 Construction of "justices of the peace," "justice courts," "justice of the peace courts." All references to justices of the peace in other titles of the

Revised Code of Washington shall be construed as meaning district judges. All references to justice courts or justice of the peace courts in other titles of the Revised Code of Washington shall be construed as meaning district courts. [1984 c 258 § 90.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.30.020 Application of chapters 3.30 through 3.74 RCW. The provisions of chapters 3.30 through 3.74 RCW shall apply to each county with a population of two hundred ten thousand or more: PROVIDED, That any city having a population of more than four hundred thousand may by resolution of its legislative body elect to continue to operate a municipal court pursuant to the provisions of chapter 35.20 RCW, as if chapters 3.30 through 3.74 RCW had never been enacted: PROVIDED FURTHER, That if a city elects to continue its municipal court pursuant to this section, the number of district judges allocated to the county in RCW 3.34.010 shall be reduced by two and the number of full time district judges allocated by RCW 3.34.020 to the district in which the city is situated shall also be reduced by two. The provisions of chapters 3.30 through 3.74 RCW may be made applicable to any county with a population of less than two hundred ten thousand upon a majority vote of its county legislative authority. [1991 c 363 § 4; 1987 c 202 § 110; 1961 c 299 § 2.]

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

Intent—1987 c 202: See note following RCW 2.04.190.

Municipal courts in cities of over four hundred thousand: Chapter 35.20 RCW.

3.30.030 Nomenclature for judges and courts. The judges of each district court district shall be the justices of the peace of the district elected or appointed as provided in chapters 3.30 through 3.74 RCW. Such courts shall alternately be referred to as district courts and the judges thereof as district judges. [1984 c 258 § 4; 1971 c 73 § 1; 1961 c 299 § 3.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.30.040 Sessions. The district courts shall be open except on nonjudicial days. Sessions of the court shall be held at such places as shall be provided by the district court districting plan. The court shall sit as often as business requires in each city of the district which provides suitable courtroom facilities, to hear causes in which such city is the plaintiff. [1984 c 258 § 5; 1961 c 299 § 4.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.30.050 Departments. Each court may be organized in a manner consistent with the departments created by the districting plan. [1984 c 258 § 6; 1971 c 73 § 2; 1961 c 299 § 5.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.30.060 Adjournments. Adjournments from day to day, or from time to time, are to be construed as recesses in the sessions, and shall not prevent the court from sitting at any time. [1961 c 299 § 6.]

3.30.070 Records. The clerk of each district court shall keep uniform records of each case filed and the proceedings had therein including an accounting for all funds received and disbursed. Financial reporting shall be in such form as may be prescribed by the state auditor. The form of other records may be prescribed by the supreme court. [1995 c 301 § 30; 1971 c 73 § 3; 1961 c 299 § 7.]

3.30.080 Rules. The supreme court may adopt rules of procedure for district courts. A district court may adopt local rules of procedure which are not inconsistent with state law or with the rules adopted by the supreme court. The rules for a county with a single district and multiple facilities may include rules to provide where cases shall be filed and where cases shall be heard. If the rules of the supreme court authorized under this section are adopted, all procedural laws in conflict with the rules shall be of no effect. [1989 c 227 § 5; 1984 c 258 § 7; 1961 c 299 § 8.]

Intent—1989 c 227: See note following RCW 3.38.070.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.30.090 Violations bureau. A violations bureau may be established by any city or district court having jurisdiction of traffic cases to assist in processing traffic cases. As designated by written order of the court having jurisdiction of traffic cases, specific offenses under city ordinance, county resolution, or state law may be processed by such bureau. Such bureau may be authorized to receive the posting of bail for such specified offenses, and, as authorized by the court order, to accept forfeiture of bail and payment of monetary penalties. The court order shall specify the amount of bail to be posted and shall also specify the circumstances or conditions which will require an appearance before the court. Such bureau, upon accepting the prescribed bail, shall issue a receipt to the alleged violator, which receipt shall bear a legend informing him of the legal consequences of bail forfeiture. The bureau shall transfer daily to the clerk of the proper department of the court all bail posted for offenses where forfeiture is not authorized by the court order, as well as copies of all receipts. All forfeitures or penalties paid to a violations bureau for violations of municipal ordinances shall be placed in the city general fund or such other fund as may be prescribed by ordinance. All forfeitures or penalties paid to a violations bureau for violations of state laws or county resolutions shall be remitted at least monthly to the county treasurer for deposit in the current expense fund. Employees of violations bureaus of a city shall be city employees under any applicable municipal civil service system. [1979 ex.s. c 136 § 15; 1971 c 73 § 4; 1961 c 299 § 9.]

Effective date—Severability—1979 ex.s. c 136: See notes following RCW 46.63.010.

Chapter 3.34
DISTRICT JUDGES

Sections

3.34.010	District judges—Number for each county.
3.34.020	District judges—Number—Changes.
3.34.025	District judge positions—Approval and agreement.
3.34.040	District judges—Full time—Other.
3.34.050	District judges—Election.
3.34.060	District judges—Eligibility and qualifications.
3.34.070	District judges—Term of office.
3.34.080	Oath—District judges—Court commissioners.
3.34.090	Bonds—Insurance as reimbursable expense.
3.34.100	District judges—Vacancies—Remuneration.
3.34.110	District judges—Disqualification.
3.34.120	District judges—Disqualification of partners.
3.34.130	District judges pro tempore—Reduction in salary of replaced judges—Exception—Reimbursement of counties.
3.34.140	Exchange of district judges—Reimbursement for expenses.
3.34.150	Presiding judge.

3.34.010 District judges—Number for each county.

The number of district judges to be elected in each county shall be: Adams, two; Asotin, one; Benton, three; Chehalis, two; Clallam, two; Clark, five; Columbia, one; Cowlitz, two; Douglas, one; Ferry, one; Franklin, one; Garfield, one; Grant, two; Grays Harbor, two; Island, one; Jefferson, one; King, twenty-six; Kitsap, three; Kittitas, two; Klickitat, two; Lewis, two; Lincoln, one; Mason, one; Okanogan, two; Pacific, two; Pend Oreille, one; Pierce, eleven; San Juan, one; Skagit, two; Skamania, one; Snohomish, eight; Spokane, nine; Stevens, one; Thurston, two; Wahkiakum, one; Walla Walla, two; Whatcom, two; Whitman, one; Yakima, four. This number may be increased only as provided in RCW 3.34.020. [1998 c 64 § 1; 1995 c 168 § 1; 1994 c 111 § 1; 1991 c 354 § 1; 1989 c 227 § 6; 1987 c 202 § 111; 1975 1st ex.s. c 153 § 1; 1973 1st ex.s. c 14 § 1; 1971 ex.s. c 147 § 1; 1970 ex.s. c 23 § 1; 1969 ex.s. c 66 § 1; 1965 ex.s. c 110 § 5; 1961 c 299 § 10.]

Effective date—1995 c 168: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect immediately [May 1, 1995]." [1995 c 168 § 2.]

Intent—1989 c 227: See note following RCW 3.38.070.

Intent—1987 c 202: See note following RCW 2.04.190.

3.34.020 District judges—Number—Changes. (1)

Any change in the number of full and part-time district judges after January 1, 1992, shall be determined by the legislature after receiving a recommendation from the supreme court. The supreme court shall make its recommendations to the legislature based on a weighted caseload analysis that takes into account the following:

(a) The extent of time that existing judges have available to hear cases in that court;

(b) A measurement of the judicial time needed to process various types of cases;

(c) A determination of the time required to process each type of case to the individual court workload;

(d) A determination of the amount of a judge's annual work time that can be devoted exclusively to processing cases; and

(e) An assessment of judicial resource needs, including annual case filings, and case weights and the judge year value determined under the weighted caseload method.

(2) The administrator for the courts, under the supervision of the supreme court, may consult with the board of judicial administration and the district and municipal court judge's association in developing the procedures and methods of applying the weighted caseload analysis.

(3) For each recommended change from the number of full and part-time district judges in any county as of January 1, 1992, the administrator for the courts, under the supervision of the supreme court, shall complete a judicial impact note detailing any local or state cost associated with such recommended change.

(4) If the legislature approves an increase in the base number of district judges in any county as of January 1, 1992, such increase in the base number of district judges and all related costs may be paid for by the county from moneys provided under RCW 82.14.310, and any such costs shall be deemed to be expended for criminal justice purposes as provided in *RCW 82.14.315, and such expenses shall not constitute a supplanting of existing funding.

(5)(a) A county legislative authority that desires to change the number of full or part-time district judges from the base number on January 1, 1992, must first request the assistance of the supreme court. The administrator for the courts, under the supervision of the supreme court, shall conduct a weighted caseload analysis and make a recommendation of its findings to the legislature for consideration as provided in this section.

(b) The legislative authority of any county may change a part-time district judge position to a full-time position. [1997 c 41 § 3; 1991 c 313 § 2; 1987 c 202 § 112; 1984 c 258 § 8; 1982 c 29 § 1; 1973 1st ex.s. c 14 § 2; 1970 ex.s. c 23 § 2; 1969 ex.s. c 66 § 7; 1961 c 299 § 11.]

*Reviser's note: RCW 82.14.315 expired July 1, 1991.

Intent—1987 c 202: See note following RCW 2.04.190.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.025 District judge positions—Approval and agreement. Any additional district judge positions created under RCW 3.34.020 shall be effective only if the legislative authority of the affected county documents its approval of any additional positions and its agreement that it will pay out of county funds, without reimbursement from the state, the expenses of such additional judicial positions as provided by statute. The additional expenses include, but are not limited to, expenses incurred for court facilities. The legislative authority of any such county may, at its discretion, phase in any judicial positions over a period of time not to exceed two years from the effective date of the additional district judge positions. [1991 c 313 § 3.]

3.34.040 District judges—Full time—Other. A district judge serving a district having a population of forty thousand or more persons, and a district judge receiving a salary equal to the maximum salary set by the salary commission under RCW 3.58.020 for district judges shall be deemed full time judges and shall devote all of their time to the office and shall not engage in the practice of law. Other

judges shall devote sufficient time to the office to properly fulfill the duties thereof and may engage in other occupations but shall maintain a separate office for private business and shall not use for private business the services of any clerk or secretary paid for by the county or office space or supplies furnished by the judicial district. [1991 c 338 § 2; 1984 c 258 § 10; 1983 c 195 § 1; 1974 ex.s. c 95 § 2; 1971 ex.s. c 147 § 2; 1961 c 299 § 13.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.050 District judges—Election. At the general election in November 1962 and quadrennially thereafter, there shall be elected by the voters of each district court district the number of judges authorized for the district by the district court districting plan. Judges shall be elected for each district and electoral district, if any, by the qualified electors of the district in the same manner as judges of courts of record are elected, except as provided in chapter 29.21 RCW. Not less than ten days before the time for filing declarations of candidacy for the election of judges for districts entitled to more than one judge, the county auditor shall designate each such office of district judge to be filled by a number, commencing with the number one and numbering the remaining offices consecutively. At the time of the filing of the declaration of candidacy, each candidate shall designate by number which one, and only one, of the numbered offices for which he or she is a candidate and the name of the candidate shall appear on the ballot for only the numbered office for which the candidate filed a declaration of candidacy. [1998 c 19 § 2; 1989 c 227 § 3; 1984 c 258 § 11; 1975-'76 2nd ex.s. c 120 § 8; 1961 c 299 § 14.]

Intent—1989 c 227: See note following RCW 3.38.070.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

Severability—1975-'76 2nd ex.s. c 120: See note following RCW 29.21.010.

3.34.060 District judges—Eligibility and qualifications. To be eligible to file a declaration of candidacy for and to serve as a district court judge, a person must:

- (1) Be a registered voter of the district court district and electoral district, if any; and
- (2) Be either:
 - (a) A lawyer admitted to practice law in the state of Washington; or
 - (b) A person who has been elected and has served as a justice of the peace, district judge, municipal judge, or police judge in Washington; or

(c) In those districts having a population of less than five thousand persons, a person who has taken and passed the qualifying examination for the office of district judge as shall be provided by rule of the supreme court. [1991 c 361 § 1; 1989 c 227 § 4; 1984 c 258 § 12; 1961 c 299 § 15.]

Intent—1989 c 227: See note following RCW 3.38.070.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.070 District judges—Term of office. Every district judge shall hold office for a term of four years from and after the second Monday in January next succeeding his

or her selection and continuing until a successor is elected and qualified. [1984 c 258 § 13; 1961 c 299 § 16.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.080 Oath—District judges—Court commissioners. Each district judge, district judge pro tempore and district court commissioner shall, before entering upon the duties of office, take an oath to support the Constitution of the United States and the Constitution and laws of the state of Washington, and to perform the duties of the office faithfully and impartially and to the best of his or her ability. [1984 c 258 § 14; 1961 c 299 § 17.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.090 Bonds—Insurance as reimbursable expense. The county legislative authority shall provide for the bonding of each district judge, district judge pro tempore, district court commissioner, clerk of the district court, and court employee, at the expense of the county, in such amount as the county legislative authority shall prescribe, conditioned that each such person will pay over according to law all moneys which shall come into the person's custody in causes filed in the district court. Such bond shall not be less than the maximum amount of money liable to be under the control, at any one time, of each such person in the performance of his or her duties. Such bond may be a blanket bond. If the county obtains errors and omissions insurance covering district court personnel, the costs of such coverage shall be a reimbursable expense pursuant to RCW 3.62.050 as now or hereafter amended. [1984 c 258 § 15; 1971 c 73 § 5; 1961 c 299 § 18.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.100 District judges—Vacancies—Remuneration. If a district judge dies, resigns, is convicted of a felony, ceases to reside in the district, fails to serve for any reason except temporary disability, or if his or her term of office is terminated in any other manner, the office shall be deemed vacant. The county legislative authority shall fill all vacancies by appointment and the judge thus appointed shall hold office until the next general election and until a successor is elected and qualified. District judges shall be granted sick leave in the same manner as other county employees. A district judge may receive when vacating office remuneration for unused accumulated leave and sick leave at a rate equal to one day's monetary compensation for each full day of accrued leave and one day's monetary compensation for each four full days of accrued sick leave, the total remuneration for leave and sick leave not to exceed the equivalent of thirty days' monetary compensation. [1992 c 76 § 1; 1984 c 258 § 16; 1961 c 299 § 19.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.110 District judges—Disqualification. A district judge shall not act as judge in any of the following cases:

(1) In an action to which the judge is a party, or in which the judge is directly interested, or in which the judge has been an attorney for a party.

(2) When the judge or one of the parties believes that the parties cannot have an impartial trial before the judge. Only one change of judges shall be allowed each party under this subsection.

When a judge is disqualified under this section, the case shall be heard before another judge or judge pro tempore of the same county. [1984 c 258 § 17; 1961 c 299 § 20.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.120 District judges—Disqualification of partners. The partner and associates of a judge who is a lawyer shall not practice law before the judge. [1984 c 258 § 18; 1961 c 299 § 21.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.130 District judges pro tempore—Reduction in salary of replaced judges—Exception—Reimbursement of counties. (1) Each district court shall designate one or more persons as judge pro tempore who shall serve during the temporary absence, disqualification, or incapacity of a district judge or to serve as an additional judge for excess caseload or special set cases. The qualifications of a judge pro tempore shall be the same as for a district judge, except that with respect to RCW 3.34.060(1), the person appointed need only be a registered voter of the state. A district that has a population of not more than ten thousand and that has no person available who meets the qualifications under RCW 3.34.060(2) (a) or (b), may appoint as a pro tempore judge a person who has taken and passed the qualifying examination for the office of district judge as is provided by rule of the supreme court. A judge pro tempore may sit in any district of the county for which he or she is appointed. A judge pro tempore shall be paid the salary authorized by the county legislative authority.

(2) For each day that a judge pro tempore serves in excess of thirty days during any calendar year, the annual salary of the district judge in whose place the judge pro tempore serves shall be reduced by an amount equal to one-two hundred fiftieth of such salary: PROVIDED, That each full time district judge shall have up to fifteen days annual leave without reduction for service on judicial commissions established by the legislature or the chief justice of the supreme court. No reduction in salary shall occur when a judge pro tempore serves:

(a) While a district judge is using sick leave granted in accordance with RCW 3.34.100;

(b) While a district court judge is disqualified from serving following the filing of an affidavit of prejudice;

(c) As an additional judge for excess case load or special set cases; or

(d) While a district judge is otherwise involved in administrative, educational, or judicial functions related to the performance of the judge's duties: PROVIDED, That the appointment of judge pro tempore authorized under subsection (2)(c) and (d) of this section is subject to an

appropriation for this purpose by the county legislative authority.

(3) The legislature may appropriate money for the purpose of reimbursing counties for the salaries of judges pro tempore for certain days in excess of thirty worked per year that the judge pro tempore was required to work as the result of service by a judge on a commission as authorized under subsection (2) of this section. No later than September 1 of each year, each county treasurer shall certify to the administrator for the courts for the year ending the preceding June 30, the number of days in excess of thirty that any judge pro tempore was required to work as the result of service by a judge on a commission as authorized under subsection (2) of this section. Upon receipt of the certification, the administrator for the courts shall reimburse the county from money appropriated for that purpose. [1996 c 16 § 1; 1994 c 18 § 1; 1993 c 330 § 1; 1986 c 161 § 4; 1984 c 258 § 302; 1984 c 258 § 19; 1983 c 195 § 2; 1981 c 331 § 9; 1961 c 299 § 22.]

Severability—1986 c 161: See note following RCW 43.03.010.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

Intent—1984 c 258: See note following RCW 3.46.120.

Court Congestion Reduction Act of 1981—Purpose—Severability—1981 c 331: See notes following RCW 2.32.070.

3.34.140 Exchange of district judges—Reimbursement for expenses. Any district judge may hold a session in any district in the state, at the request of the judge or majority of judges in the district if the visiting judge determines that the state of business in his or her district allows the judge to be absent. The county legislative authority in which the district court is located shall first approve the temporary absence and the judge pro tempore shall not be required to serve during the judge's absence. A visiting judge shall be entitled to reimbursement for subsistence, lodging, and travel expenses in accordance with the rates applicable to state officers under RCW 43.03.050 and 43.03.060 as now or hereafter amended while so acting, to be paid by the visited district. These expenses shall not be paid to the visiting judge unless the legislative authority of the county in which the visited district is located has approved the payment before the visit. [1984 c 258 § 20; 1981 c 186 § 5; 1961 c 299 § 23.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.34.150 Presiding judge. If a district has more than one judge, the supreme court may by rule provide for the manner of selection of one of the judges to serve as presiding judge and prescribe the presiding judge's duties. If a county has multiple districts or has one district with multiple electoral districts, the supreme court may by rule provide for the manner of selection of one of the judges to serve as presiding judge and prescribe the presiding judge's duties. [1989 c 227 § 7; 1984 c 258 § 21; 1961 c 299 § 24.]

Intent—1989 c 227: See note following RCW 3.38.070.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

Chapter 3.38
DISTRICT COURT DISTRICTS

Sections	
3.38.010	Districting committee—Membership.
3.38.020	Districting committee—Duties—Districting plan.
3.38.022	Location of offices and courtrooms.
3.38.030	Districting plan—Adoption.
3.38.031	Districting plan—Transitional provisions.
3.38.040	Districting plan—Amendment.
3.38.050	District court districts—Standards.
3.38.060	Joint district court districts.
3.38.070	Separate electoral districts—Establishment.
3.38.080	Separate electoral districts—Definition.

3.38.010 Districting committee—Membership. There is established in each county a district court districting committee composed of the following:

(1) The judge of the superior court, or, if there be more than one such judge, then one of the judges selected by that court;

(2) The prosecuting attorney, or a deputy selected by the prosecuting attorney;

(3) A practicing lawyer of the county selected by the president of the largest local bar association, if there be one, and if not, then by the county legislative authority;

(4) A judge of a court of limited jurisdiction in the county selected by the president of the Washington state district and municipal court judges' association; and

(5) The mayor, or representative appointed by the mayor, of each city or town with a population of three thousand or more in the county;

(6) One person to represent the cities and towns with populations of three thousand or less in the county, if any, to be selected by a majority vote of the mayors of those cities and towns with a population of less than three thousand. However, if there should not be a city in the county with a population of ten thousand or more, the mayor, or the mayor's representative, of each city or town with a population of less than three thousand shall be a member;

(7) The chair of the county legislative authority; and

(8) The county auditor. [1995 c 37 § 1. Prior: 1994 c 81 § 1; 1994 c 32 § 2; 1984 c 258 § 22; 1961 c 299 § 25.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.020 Districting committee—Duties—Districting plan. The district court districting committee shall meet at the call of the prosecuting attorney to prepare a plan for the districting of the county into one or more district court districts in accordance with the provisions of chapters 3.30 through 3.74 RCW. The plan shall include the following:

(1) The boundaries of each district proposed to be established;

(2) The number of judges to be elected in each district;

(3) The location of the central office, courtrooms and records of each court;

(4) The other places in the district, if any, where the court shall sit;

(5) The number and location of district court commissioners to be authorized, if any;

(6) The departments, if any, into which each district court shall be initially organized, including municipal departments provided for in chapter 3.46 RCW;

(7) The name of each district; and

(8) The allocation of the time and allocation of salary of each judge who will serve part time in a municipal department. [1984 c 258 § 23; 1965 ex.s. c 110 § 1; 1961 c 299 § 26.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.022 Location of offices and courtrooms. The districting plan may provide that the offices and courtrooms of more than one district may be in the same building; PROVIDED, That no office or courtroom of any district shall be located further than two miles outside the boundary of the district which it serves. [1984 c 258 § 24; 1963 c 213 § 1.]

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.030 Districting plan—Adoption. Upon receipt of the districting plan, the county legislative authority shall hold a public hearing, pursuant to the provisions of RCW 36.32.120(7), as now or hereafter amended. At the hearing, anyone interested in the plan may attend and be heard as to the convenience which will be afforded to the public by the plan, and as to any other matters pertaining thereto. If the county legislative authority finds that the plan proposed by the districting committee conforms to the standards set forth in chapters 3.30 through 3.74 RCW and is conducive to the best interests and welfare of the county as a whole it may adopt such plan. If the county legislative authority finds that the plan does not conform to the standards as provided in chapters 3.30 through 3.74 RCW, the county legislative authority may modify, revise or amend the plan and adopt such amended or revised plan as the county's district court districting plan. The plan decided upon shall be adopted by the county legislative authority not later than six months after the county initially obtains a population of two hundred ten thousand or more or the adoption of the elective resolution. [1991 c 363 § 5; 1984 c 258 § 25; 1965 ex.s. c 110 § 2; 1961 c 299 § 27.]

Purpose—Captions not law—1991 c 363: See notes following RCW 2.32.180.

Court Improvement Act of 1984—Effective dates—Severability—Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.031 Districting plan—Transitional provisions. As a part of the districting plan, the county legislative authority shall designate a date on which the terms of the district judges of the county shall end.

For each judicial position under the districting plan, the county legislative authority shall appoint a person qualified under RCW 3.34.060 who shall take office on the date designated by the county legislative authority and shall serve until the next quadrennial election of district judges as provided in RCW 3.34.050.

Pending cases, proceedings, and matters shall be transferred to the appropriate court as provided in RCW 3.74.900. [1984 c 258 § 26; 1965 ex.s. c 110 § 3.]

Court Improvement Act of 1984—Effective dates—Severability—
Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.040 Districting plan—Amendment. The districting committee may meet for the purpose of amending the districting plan at any time on call of the county legislative authority, the chairperson of the committee or a majority of its members. Amendments to the plan shall be submitted to the county legislative authority not later than March 15th of each year for adoption by the county legislative authority following the same procedure as with the original districting plan. Amendments shall be adopted not later than May 1st following submission by the districting committee. Any amendment which would reduce the salary or shorten the term of any judge shall not be effective until the next regular election for district judge. All other amendments may be effective on a date set by the county legislative authority. [1984 c 258 § 27; 1969 ex.s. c 66 § 3; 1961 c 299 § 28.]

Court Improvement Act of 1984—Effective dates—Severability—
Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.050 District court districts—Standards. District court districts shall be established in accordance with the following standards:

- (1) Every part of the county shall be in some district.
- (2) The whole county may constitute one district.
- (3) There shall not be more districts than there are judges authorized for the county.
- (4) A district boundary shall not intersect the boundary of an election precinct.
- (5) A city shall not lie in more than one district.
- (6) Whenever a county is divided into more than one district, each district shall be so established as best to serve the convenience of the people of the district, considering the distances which must be traveled by parties and witnesses in going to and from the court and any natural barriers which may obstruct such travel. [1984 c 258 § 28; 1961 c 299 § 29.]

Court Improvement Act of 1984—Effective dates—Severability—
Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.060 Joint district court districts. Joint districts may be established containing all or part of two or more counties. The county containing the largest portion of the population of a joint district shall be known as the "principal county" and each joint district shall be deemed to lie within the principal county for the purpose of chapters 3.30 through 3.74 RCW. A joint district may be established by resolution of one county concurred in by a resolution of each other county: PROVIDED, That the county legislative authority of a county containing the largest portion of the population of a city may include the portions of such city lying outside the county in a joint district without concurrence of the other counties.

Elections of judges in joint districts shall be conducted and canvassed in the same manner as elections of superior court judges in joint judicial districts. [1984 c 258 § 29; 1961 c 299 § 30.]

Court Improvement Act of 1984—Effective dates—Severability—
Short title—1984 c 258: See notes following RCW 3.30.010.

3.38.070 Separate electoral districts—Establishment. A county legislative authority for a county that has a single district but has multiple locations for courtrooms may establish separate electoral districts to provide for election of district court judges by subcounty local districts. In any county containing a city of more than four hundred thousand population, the legislative authority of such a county shall establish such separate electoral districts. The procedures in chapter 3.38 RCW for the establishment of district court districts apply to the establishment of separate electoral districts authorized by this section. [1990 c 257 § 1; 1989 c 227 § 2.]

Intent—1989 c 227: "It is the intent of the legislature to continue to provide the option for local election of district court judges where a county district court with multiple courtrooms is unified into a single district court for operational and administrative purposes." [1989 c 227 § 1.]

3.38.080 Separate electoral districts—Definition. In any county in which separate electoral districts have been established pursuant to RCW 3.38.070, the term "district" also means "electoral district" for purposes of RCW 3.38.022, 3.38.050, and 3.38.060. [1990 c 257 § 2.]

Chapter 3.42

DISTRICT COURT COMMISSIONERS

Sections

- | | |
|----------|---|
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Qualifications—Term of office. |
| 3.42.020 | Powers of commissioners. |
| 3.42.030 | Transfer of cases to district judge. |
| 3.42.040 | Compensation. |

3.42.010 District court commissioners—Appointment—Qualifications—Term of office. When so authorized by the districting plan, one or more district court commissioners may be appointed in any district by the judges of the district. Each commissioner shall be a registered voter of the county in which the district or a portion thereof is located, and shall hold office at the pleasure of the appointing judges. Any person appointed as a commissioner authorized to hear or dispose of cases shall be a lawyer who is admitted to the practice of law in the state of Washington or who has passed the qualifying examination for lay judges as provided under RCW 3.34.060. [1984 c 258 § 30; 1980 c 162 § 7; 1961 c 299 § 31.]

Court Improvement Act of 1984—Effective dates—Severability—
Short title—1984 c 258: See notes following RCW 3.30.010.

Severability—1980 c 162: See note following RCW 3.02.010.

District court commissioners
bond: RCW 3.34.090.
oath: RCW 3.34.080.

3.42.020 Powers of commissioners. Each district court commissioner shall have such power, authority, and jurisdiction in criminal and civil matters as the appointing judges possess and shall prescribe. [1984 c 258 § 31; 1979 ex.s. c 136 § 16; 1961 c 299 § 32.]

Court Improvement Act of 1984—Effective dates—Severability—
Short title—1984 c 258: See notes following RCW 3.30.010.

Effective date—Severability—1979 ex.s. c 136: See notes following RCW 46.63.010.

PC DISTRICTING COMMITTEE

COMMITTEE MEMBER	PRESENT	EXCUSED
Mayor Bill Baarsma, City of Tacoma		
Linda Baker, Representative, City of Fircrest		
Mayor John Blanus, City of Buckley		
Mayor Jean Brooks, City of University Place		
(M) Toni Froehling, Representative, Tacoma-P.C. Bar Association	X	
Mayor Bill Harrison, City of Lakewood		
Judge James Heller, Chair, District Court Districting Committee	X	
(M) Frank Krall/Susan Adams, Pierce County Prosecuting Attorneys	X	
Mayor Dale Jones, City of Orting		
Mayor Mike Kelly, City of Fife		
Judge Tom Larkin, Superior Court Representative		
Mayor Ron Lucas, Town of Steilacoom	X	
Harold Moss, Chair, Pierce County Council		
(M) Paul Nelson, Representative for the City of Gig Harbor	X	
Cathy Pearsall-Stipek, Pierce County Auditor		
Mayor John Powers, City of Edgewood		
Mayor Harold Parnell, Sr. Representative of Small Cities and Towns (population under 3,000)		
(M) Mayor Barbara Skinner, City of Sumner	X	
Mayor Kathy Turner, City of Puyallup		
Mayor John Williams, City of Milton		
Mayor Bob Young, City of Bonney Lake		

AOC rep,

(M) SUBCOMMITTEE MEMBERS



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: MARCH INFORMATION FROM PD
DATE: APRIL 8, 2002

The March activity statistics are attached for your review.

The Reserves volunteered 184.5 hours in March. This included patrol and court transports. Each Reserve Officer also completed 4 hours of in-service training. The Reserves conducted a warrant service emphasis during the month and will continue to do this in order to reduce the number of outstanding arrest warrants in our system. Reserve Officer Mark Kimura resigned from the department effective April 1. Although you may not know him, Mark has been a reserve for the past 17 years. He worked mostly nights and weekends and was a dedicated member of our department and the community. He was named the Reserve Officer of the Year for 2001. We are in the process of bringing some new Reserve Officers on, but the process is slow at best. This leaves us with two reserves on staff at this time.

The Marine Services Unit had no field activity. There was one hour of administrative time, two hours for maintenance and six hours of training. Two officers will be attending the basic marine service course next month. This will give us more availability to put the boat in service during the boating season.

The bicycle patrol was used for 14.5 hours last month. This was split between a training ride and patrols at Gig Harbor High.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

March 2002

	<u>Mar</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	484	1442	1294	+11%
SECONDARY OFFICER ASSIST	78	244	----	N/A
CRIMINAL TRAFFIC	10	34	50	-32%
TRAFFIC INFRACTIONS	67	196	162	+21%
DUI ARRESTS	4	13	29	-55%
FELONY ARRESTS	17	32	7	+357%
WARRANT ARRESTS	4	14	11	+27%
MISDEMEANOR ARRESTS	15	46	45	+2%
CASE REPORTS	109	318	320	-1%
REPORTABLE VEHICLE ACCIDENTS	12	43	57	-25%



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: APRIL 8, 2002
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2002 are attached.

Total resources, including all revenues and beginning cash balances, are at 64% of the annual budget. This is due to actual beginning fund balance exceeding our budgetary estimates. Revenues, excluding cash balances, are at 15% of the annual budget while expenditures are at 13%.

General Fund revenues (excluding beginning balance) are at 22% of budget. Sales tax receipts for the quarter are slightly ahead of pace at 31% of budget. Property taxes are at 5% of budget. The major property tax distributions are collected in the second and fourth quarters.

General Fund expenditures are at 17% of budget. All General Fund departments are within 25% of budgeted expenditures.

Street Fund revenues and expenditures, excluding fund balances are 9% and 6% of budget.

The General Government Capital Assets Fund has a March 31 ending balance of \$4,529,616 and year-to-date expenditures for the Civic Center are \$1,041,000.

Water and Sewer revenues are both at 22% of budget, while expenditures are at 15% and 14% of budget, respectively.

All funds have adequate cash on hand to meet upcoming obligations.

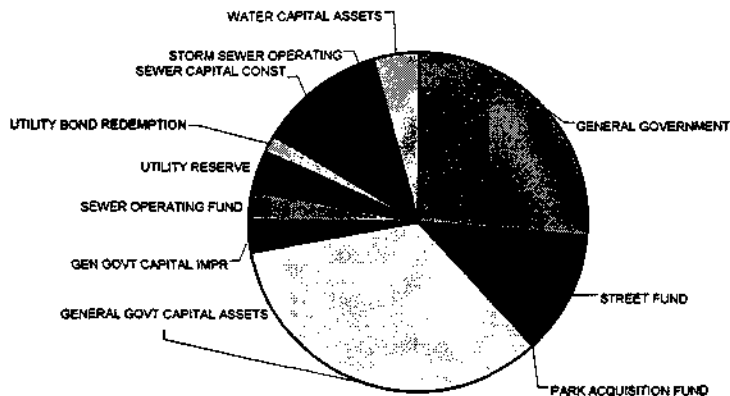
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2002**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,389,132	\$ 1,344,434	\$ 952,773	\$ (290,592)	\$ 3,490,201
101	STREET FUND	1,897,567	188,227	183,970	(331,178)	1,570,646
105	DRUG INVESTIGATION FUND	8,164	50	255		7,959
107	HOTEL-MOTEL FUND	186,186	31,099	44,618	(343)	172,324
109	PARK ACQUISITION FUND	273,559	1,828		(6,139)	269,249
203	'87 GO BONDS - SEWER CONSTR	69,867	347		(55)	70,159
208	91 GO BONDS & 97 LTGO BONDS	33,884	209		(101)	33,991
209	2000 NOTE REDEMPTION FUND					
301	GENERAL GOVT CAPITAL ASSETS	5,993,906	68,871	1,040,088	(493,073)	4,529,616
305	GENERAL GOVT CAPITAL IMPR	335,898	45,574			381,472
307	LID NO. 99-1 FUND	1,500			(1,500)	
309	IMPACT FEE-TRUST AGENCY FUND					
401	WATER OPERATING FUND	37,803	162,246	121,260	(50,102)	28,688
402	SEWER OPERATING FUND	293,344	239,557	203,932	(43,302)	285,668
407	UTILITY RESERVE	630,077	446	125,000		505,523
408	UTILITY BOND REDEMPTION	203,155	126,202	31,626	(102)	297,628
410	SEWER CAPITAL CONST	1,636,855	23,324	289,664	(133,920)	1,236,594
411	STORM SEWER OPERATING FUND	303,627	79,626	68,221	30,645	345,677
420	WATER CAPITAL ASSETS	580,934	16,580	5,292	(1,247)	590,975
605	LIGHTHOUSE MAINTENANCE TRUST	1,728	9			1,736
631	MUNICIPAL COURT		14,549	10,851	(3,698)	
		<u>\$ 15,877,186</u>	<u>\$ 2,343,177</u>	<u>\$ 3,077,550</u>	<u>\$ (1,324,707)</u>	<u>\$ 13,818,105</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2002**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.000%	139,363
RESTRICTED CASH		1.000%	134,839
LOCAL GOVERNMENT INVESTMENT POOL		1.842%	12,543,603
FEDERAL HOME LOAN BANK	12/26/03	3.732%	300,000
FEDERAL HOME LOAN BANK	06/27/03	4.250%	200,000
FEDERAL HOME LOAN BANK	02/15/05	3.250%	500,000
			<u>\$ 13,818,105</u>

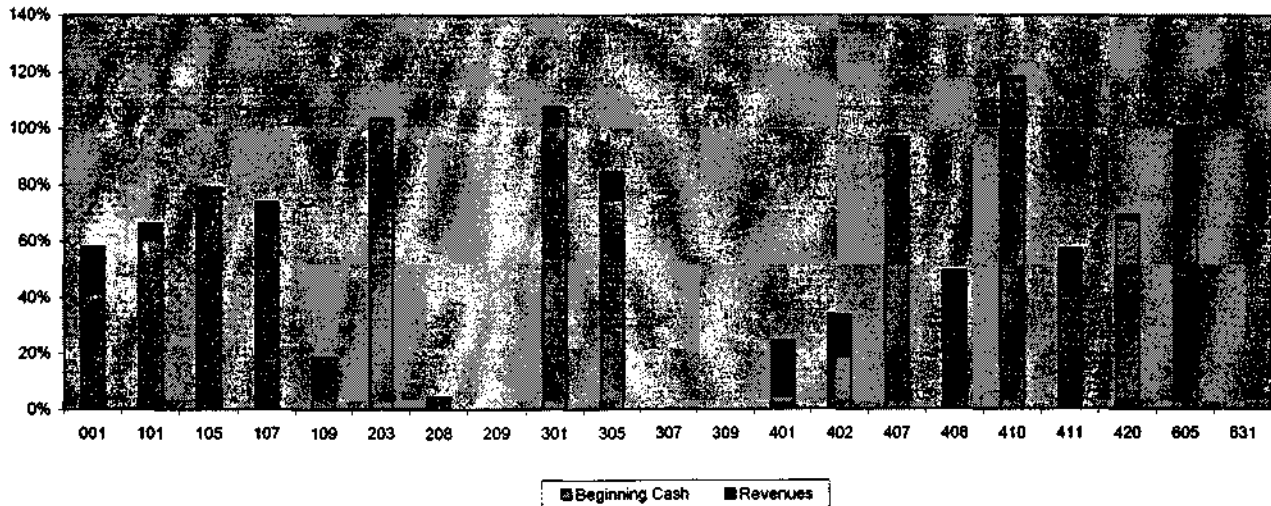
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2002**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 8,161,075	\$ 4,733,566	\$ 3,427,509	58.00%
101	STREET FUND	3,149,186	2,085,794	1,063,392	66.23%
105	DRUG INVESTIGATION FUND	10,368	8,214	2,154	79.23%
107	HOTEL-MOTEL FUND	293,756	217,285	76,471	73.97%
109	PARK ACQUISITION FUND	1,482,931	275,388	1,207,543	18.57%
203	'87 GO BONDS - SEWER CONSTR	67,684	70,214	(2,530)	103.74%
208	91 GO BONDS & 97 LTGO BONDS	755,339	34,093	721,246	4.51%
209	2000 NOTE REDEMPTION FUND	1,261,625		1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	5,634,681	6,062,777	(428,096)	107.60%
305	GENERAL GOVT CAPITAL IMPROVEMENT	449,462	381,472	67,990	84.87%
307	LID NO. 99-1 FUND		1,500	(1,500)	
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	819,176	200,049	619,127	24.42%
402	SEWER OPERATING	1,582,895	532,902	1,049,993	33.67%
407	UTILITY RESERVE	650,984	630,523	20,461	96.86%
408	UTILITY BOND REDEMPTION FUND	666,814	329,356	337,458	49.39%
410	SEWER CAPITAL CONSTRUCTION	1,402,851	1,660,179	(257,328)	118.34%
411	STORM SEWER OPERATING	669,497	383,253	286,244	57.24%
420	WATER CAPITAL ASSETS	859,577	597,514	262,063	69.51%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,736	(15)	100.89%
631	MUNICIPAL COURT		14,549	(14,549)	
		\$ 28,596,422	\$ 18,220,363	\$ 10,376,059	63.72%

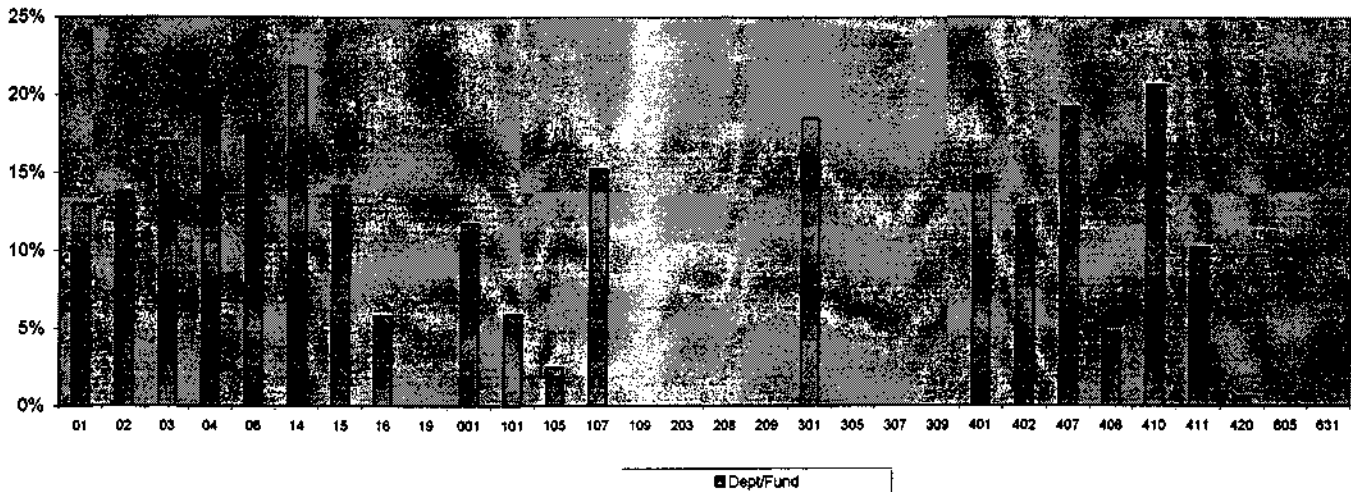
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2002**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 1,697,500	\$ 220,860.04	\$ 1,476,639.96	13.01%
02	LEGISLATIVE	30,600	4,217	26,383	13.78%
03	MUNICIPAL COURT	298,550	50,638	247,912	16.96%
04	ADMINISTRATIVE/FINANCIAL	656,400	133,454	522,946	20.33%
06	POLICE	1,620,961	292,919	1,328,042	18.07%
14	COMMUNITY DEVELOPMENT	791,705	172,932	618,773	21.84%
15	PARKS AND RECREATION	503,100	71,371	431,729	14.19%
16	BUILDING	109,800	6,382	103,418	5.81%
19	ENDING FUND BALANCE	2,452,459	-	2,452,459	
001	TOTAL GENERAL FUND	8,161,075	952,773	7,208,302	11.67%
101	STREET FUND	3,149,186	183,970	2,965,216	5.84%
105	DRUG INVESTIGATION FUND	10,368	255	10,113	2.46%
107	HOTEL-MOTEL FUND	293,756	44,618	249,138	15.19%
109	PARK ACQUISITION FUND	1,482,931	-	1,482,931	
203	'87 GO BONDS - SEWER CONSTR	67,684	-	67,684	
208	91 GO BONDS & 97 LTGO BONDS	755,339	-	755,339	
209	2000 NOTE REDEMPTION FUND	1,261,625	-	1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	5,634,681	1,040,088	4,594,593	18.46%
305	GENERAL GOVT CAPITAL IMPROVEMENT	449,462	-	449,462	
307	LID NO. 99-1 FUND	-	-	-	
309	IMPACT FEE-TRUST AGENCY FUND	676,800	-	676,800	
401	WATER OPERATING	819,176	121,260	697,916	14.80%
402	SEWER OPERATING	1,582,895	203,932	1,378,963	12.88%
407	UTILITY RESERVE	650,984	125,000	525,984	19.20%
408	UTILITY BOND REDEMPTION FUND	666,814	31,626	635,188	4.74%
410	SEWER CAPITAL CONSTRUCTION	1,402,851	289,664	1,113,187	20.65%
411	STORM SEWER OPERATING	669,497	68,221	601,276	10.19%
420	WATER CAPITAL ASSETS	859,577	5,292	854,285	0.62%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	10,851	(10,851)	
		\$ 28,596,422	\$ 3,077,550	\$ 25,518,872	10.76%

Expenditures as a Percentage of Annual Budget



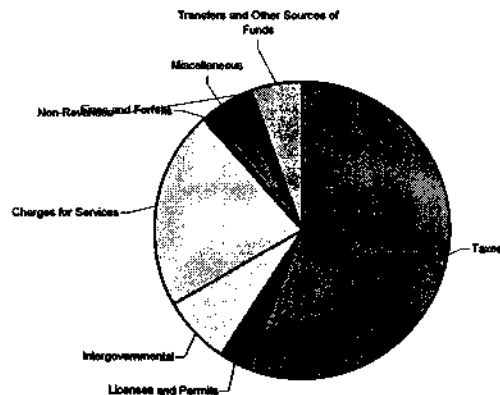
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2002**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 1,310,905
Licenses and Permits	76,441
Intergovernmental	174,651
Charges for Services	509,520
Fines and Forfeits	16,942
Miscellaneous	76,968
Non-Revenues	44,839
Transfers and Other Sources of Funds	132,913
Total Revenues	2,343,177
 Beginning Cash Balance	 15,877,186
Total Resources	\$ 18,220,363

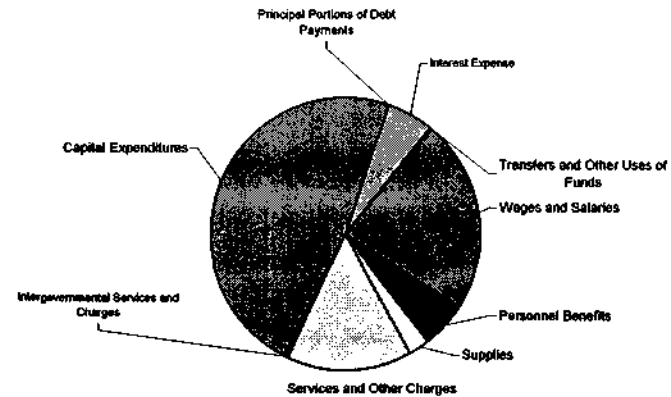
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2002**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 704,753
Personnel Benefits	163,560
Supplies	79,215
Services and Other Charges	458,860
Intergovernmental Services and Charges	23,610
Capital Expenditures	1,468,241
Principal Portions of Debt Payments	
Interest Expense	168,626
Transfers and Other Uses of Funds	10,685
Total Expenditures	3,077,550
 Ending Cash Balance	 13,818,105
Total Uses	\$ 16,895,655

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2002**

	SPECIAL REVENUE FUNDS										TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	307 LID NO. 99-1	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 31,857	\$ 149,494	\$ 87	\$ 1,894	\$ 4,057	\$ 49,772	\$ 4,192	\$ -	\$ -	\$ 19	\$ 209,516
INVESTMENTS	3,458,344	1,421,152	7,871	170,431	265,192	4,479,844	377,280	-	-	1,717	6,723,486
RECEIVABLES	46,133	38,187	-	-	-	-	-	-	-	-	38,187
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,536,334	1,608,832	7,959	172,324	269,249	4,529,616	381,472	-	-	1,736	6,971,189
LIABILITIES											
CURRENT	17,138	160,057	-	-	-	746	-	-	-	-	160,802
LONG TERM	34,711	34,711	-	-	-	-	-	-	-	-	34,711
TOTAL LIABILITIES	51,849	194,767	-	-	-	746	-	-	-	-	195,513
FUND BALANCE:											
BEGINNING OF YEAR	3,092,824	1,409,808	8,164	185,843	267,421	5,500,087	335,898	-	-	1,728	7,708,948
Y-T-D REVENUES	1,344,434	188,227	50	31,099	1,828	68,871	45,574	-	-	9	335,657
Y-T-D EXPENDITURES	(952,773)	(183,970)	(255)	(44,618)	-	(1,040,088)	-	-	-	-	(1,268,930)
ENDING FUND BALANCE	3,484,485	1,414,065	7,959	172,324	269,249	4,528,870	381,472	-	-	1,736	6,775,675
TOTAL LIAB. & FUND BAL.	\$ 3,536,334	\$ 1,608,832	\$ 7,959	\$ 172,324	\$ 269,249	\$ 4,529,616	\$ 381,472	\$ -	\$ -	\$ 1,736	\$ 6,971,189

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2002**

DEBT SERVICE

	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	TOTAL DEBT SERVICE
CASH	\$ 771	\$ 374	\$ -	\$ 1,144
INVESTMENTS	69,388	33,618	-	103,006
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
TOTAL ASSETS	71,446	33,991	-	105,437
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
FUND BALANCE:				
BEGINNING OF YEAR	71,099	33,782	-	104,881
Y-T-D REVENUES	347	209	-	556
Y-T-D EXPENDITURES	-	-	-	-
ENDING FUND BALANCE	71,446	33,991	-	105,437
TOTAL LIAB. & FUND BAL.	\$ 71,446	\$ 33,991	\$ -	\$ 105,437

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2002**

	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	420 WATER CAP. ASSETS	
CASH	\$ 414	\$ 3,238	\$ 61	\$ 1,322	\$ 13,588	\$ 3,798	\$ 6,747	\$ 29,168
INVESTMENTS	28,273	282,431	505,462	293,489	1,223,006	341,878	584,227	3,258,767
RECEIVABLES	88,398	153,556	9,195	1,042,313	(2,019)	46,709	.	1,338,152
FIXED ASSETS	2,194,756	8,775,544	.	.	1,225,858	753,377	793,341	13,742,876
OTHER	.	.	.	8,015	.	.	.	8,015
TOTAL ASSETS	2,311,842	9,214,769	514,718	1,345,138	2,460,433	1,145,763	1,384,316	18,376,978
LIABILITIES								
CURRENT	.	661,763	.	397,420	.	2	109	1,059,294
LONG TERM	36,156	36,557	.	1,652,631	.	21,624	.	1,746,968
TOTAL LIABILITIES	36,156	698,319	.	2,050,051	.	21,626	109	2,806,262
FUND BALANCE:								
BEGINNING OF YEAR	2,234,700	8,480,824	639,272	(799,488)	2,726,774	1,112,731	1,372,919	15,767,731
Y-T-D REVENUES	162,246	239,557	446	126,202	23,324	79,626	16,580	647,981
Y-T-D EXPENDITURES	(121,260)	(203,932)	(125,000)	(31,626)	(289,664)	(68,221)	(5,292)	(844,995)
ENDING FUND BALANCE	2,275,686	8,516,449	514,718	(704,913)	2,460,433	1,124,136	1,384,207	15,570,717
TOTAL LIAB. & FUND BAL.	\$ 2,311,842	\$ 9,214,769	\$ 514,718	\$ 1,345,138	\$ 2,460,433	\$ 1,145,763	\$ 1,384,316	\$ 18,376,978

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2002**

	ACCOUNT GROUPS				TOTAL
	FIDUCIARY 631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$.	\$.	\$.	\$.	271,685
INVESTMENTS	-	-	-	-	13,543,603
RECEIVABLES	-	-	-	-	1,423,760
FIXED ASSETS	-	10,932,473	-	10,932,473	24,675,349
OTHER	-	-	-	-	8,015
TOTAL ASSETS	-	10,932,473	-	10,932,473	39,922,412
LIABILITIES					
CURRENT	-	-	-	-	1,237,235
LONG TERM	-	-	-	-	1,816,389
TOTAL LIABILITIES	-	-	-	-	3,053,624
FUND BALANCE:					
BEGINNING OF YEAR	(3,698)	10,932,473	-	10,932,473	37,603,160
Y-T-D REVENUES	14,549	-	-	-	2,343,177
Y-T-D EXPENDITURES	(10,851)	-	-	-	(3,077,550)
ENDING FUND BALANCE	-	10,932,473	-	10,932,473	36,868,788
TOTAL LIAB. & FUND BAL.	\$.	\$ 10,932,473	\$.	\$ 10,932,473	\$ 39,922,412

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF MARCH 31, 2002**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$ 31,857	\$ 209,516	\$ 1,144	\$ 242,517	\$ 29,168	\$ -	\$ -	\$ 271,685
INVESTMENTS	3,458,344	6,723,486	103,006	10,284,836	3,258,767	-	-	13,543,603
RECEIVABLES	46,133	38,187	1,287	85,607	1,338,152	-	-	1,423,760
FIXED ASSETS	-	-	-	-	13,742,876	-	10,932,473	24,675,349
OTHER	-	-	-	-	8,015	-	-	8,015
TOTAL ASSETS	3,536,334	6,971,189	105,437	10,612,960	18,376,978	-	10,932,473	39,922,412
LIABILITIES								
CURRENT	17,138	160,802	-	177,941	1,059,294	-	-	1,237,235
LONG TERM	34,711	34,711	-	69,422	1,746,968	-	-	1,816,389
TOTAL LIABILITIES	51,849	195,513	-	247,362	2,806,262	-	-	3,053,624
FUND BALANCE:								
BEGINNING OF YEAR	3,092,824	7,708,948	104,881	10,906,654	15,767,731	(3,698)	10,932,473	37,603,160
Y-T-D REVENUES	1,344,434	335,657	556	1,680,648	647,981	14,549	-	2,343,177
Y-T-D EXPENDITURES	(952,773)	(1,268,930)	-	(2,221,703)	(844,995)	(10,851)	-	(3,077,550)
ENDING FUND BALANCE	3,484,485	6,775,675	105,437	10,365,598	15,570,717	-	10,932,473	36,868,788
TOTAL LIAB. & FUND BAL.	\$ 3,536,334	\$ 6,971,189	\$ 105,437	\$ 10,612,960	\$ 18,376,978	\$ -	\$ 10,932,473	\$ 39,922,412