

Gig Harbor City Council Meeting



December 13, 1999

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
December 13, 1999

CALL TO ORDER:

SPECIAL PRESENTATION: Special Olympics - Presentation of Award to GHPD.

CONSENT AGENDA:

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

1. Approval of the Minutes of the November 22, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a. Washington Utilities and Transportation Committee - Workshop on Solid Waste.
 - b. Proclamation - Drunk and Drugged Driving Prevention Month.
3. Approval of Payment of Bills for December 13, 1999:
Checks # 23776 through #23927 in the amount of \$422,926.89.
4. Liquor License Renewals:
Marco's Restaurant Mimi's Pantry The Green Turtle

OLD BUSINESS:

1. Second Reading of Ordinance - East-West Road Local Improvement District.
2. Second Reading of Ordinance - Amendment to the Capital Facilities Element of the 1996 Comprehensive Parks, Recreation and Open Space Plan.
3. Second Reading of Ordinance - Amendment to the 1999 Budget.
4. Borgen Property Acquisition.

NEW BUSINESS:

1. Resolution - Building Code Advisory Board Term of Office.
2. First Amendment to Pre-Annexation Agreement for Gig Harbor North.
3. Boating Safety Program Agreement.
4. Contract for Specialized Police Services.
5. Agreement to Perform LID Administration Services.
6. WSDOT Overhead Agreement.
7. First Reading of Ordinance - Amendment to GHMC 12.02 - Encroachment Permit.
8. Court Consolidation - Draft Interlocal Agreement.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

1. GHPD Stats for October.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i) and personnel issues per RCW 42.30.110(g). No action will be taken after the session.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 22, 1999

PRESENT: Councilmembers Ekberg, Young, Owel, Dick, Picinich, and Mayor Pro-Tem Markovich. Councilmember Platt and Mayor Wilbert were absent.

CALL TO ORDER: 7:02 p.m.

PUBLIC HEARING:

2000 Budget - Mayor Pro-Tem Markovich opened the public hearing on this agenda item. Dave Rodenbach, Finance Director, gave a short explanation of the changes to the budget since the first public hearing.

Marie Sullivan - Executive Director of the Chamber of Commerce. Ms. Sullivan first apologized for not attending the worksession on the budget, as she thought it would have helped clear up any confusion on the issue of hiring a Tourism Specialist and weekend office help for the Chamber utilizing the hotel/motel tax. She gave an overview of the importance of the two positions and encouraged Council to put this request back into the budget. She answered questions and explained that the Tourism Specialist would be required to submit a monthly report to assure they were meeting their objectives that would be shared with the Council.

Linda Gair - 9301 No. Harborview Drive. Ms. Gair explained that the focus at this time should be on community wide events to encourage people to come to Gig Harbor, spend the night, and to spend money. She said that this goal requires a professional and recommended that the issue of the Tourism Specialist be revisited and that Laureen Lund be hired for the position.

Chris Erlich - 6910 9th St NW. Ms. Erlich, Executive Director of the Gig Harbor Key Peninsula Historical Society, echoed the comments of Ms. Sullivan and Ms. Gair in support of the Tourism Specialist position.

Donna Lormor - 119 Pt. Fosdick Circle NW. Ms. Lormor spoke as the President of the Gig Harbor Waterfront Retail and Restaurant Association, member of the Board of Director of the Chamber of Commerce and BP for Tourism Committee. She explained that she would be reporting to the Chamber on a regular basis on the progress of the Tourism Specialist and would be happy to work with the City as far as reporting as well. She agreed with the other speakers and encouraged the Council to reconsider the inclusion of these two positions in the budget.

Wade Perrow - 9119 North Harborview Drive. Mr. Perrow said he was also a member of the Lodging Tax Committee and asked if the City would find a way to fund this position.

Mort Altman - Owner of the Rose of Gig Harbor Bed & Breakfast. Mr. Altman said that he is the Travel/Tourism Committee Chairman for the Chamber of Commerce and requested Council to reconsider funding the position.

Linda Gair - Ms. Gair said that she heard that the City of Fife had been fined for using Hotel/Motel Taxes for flower boxes and that this should be researched. She was assured that legislature had recently been expanded to include this use of the taxes.

The public hearing was closed at 7:29 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of the November 8, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a. Proclamation - World Aids Day.
3. City Hall Backup Generator Installation.
4. WWTP Generator Installation - Consultant Services Contract.
5. 38th Avenue Improvement Project/Survey Work - Consultant Services Contract.
6. Kimball Drive Improvement Project & Grandview Athletic Field/Survey Work - Consultant Services Contract.
7. Burnham Drive Waterline Extension Project/Engineering Services - Consultant Services Contract.
8. Department of Corrections Latecomers Agreement.
9. Purchase of Hardware/Software for Scanned Documents.
10. Approval of Payment of Bills for November 22, 1999:
Checks # 23703 through #23775 in the amount of \$308,094.00.
11. Liquor License Approval - Central 76, Gig Harbor Gasoline LLC.
12. Liquor License Renewals: JT's Original Louisiana Bar-B-Q; Harborview Grocery; Uddenberg's Thriftway #277.

MOTION: Move to approve the Consent Agenda.
Picinich/Young -

Councilmember Dick said he would like clarification on item number nine, and asked that it be moved to the end of new business.

MOTION: Move to move item number nine to new business for separate consideration.
Dick/Owel - unanimously approved.

ORIGINAL MOTION: Move to approve the Consent Agenda.
Picinich/Young - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – East-West Road Local Improvement District. Dave Rodenbach explained that the effort to form this LID was nearing completion. He

explained that the city had received letters from the property owners placing conditions upon their participation in the LID. He said that the letters indicate that legal action may be taken if the final cost of the assessments exceed the amount agreed to. He added that the city had responded to the letters asking the property owners for a letter of support. He introduced Cynthia Weed, Bond Counsel, to explain the LID process.

Cynthia Weed, Preston Gates & Ellis, Bond Counsel. Ms. Weed explained that the ordinance before Council is the end of the beginning of the first stage of the LID process. She continued to described the three-stage process that would take place if the ordinance was approved. She said that it is very important that the city feel comfortable that it is not undertaking any undue risk with city funds and that there is support from the property owners in making the decision to proceed.

John Rose, Pope Resources - PO Box 1780, Poulso. Mr. Rose explained that before development takes place, a risk/reward model is used to make prudent decisions. He said that the difficulty with this project has been to identify a cost estimate and the reward portion of the equation. He said that the current market doesn't support moving ahead at this time, and in order to get a level of comfort to proceed, a letter was submitted to the city asking for clarification of nine issues. He added that staff had responded to those nine issues, and then today, another letter arrived asking the property owners to waive all contingencies and conditions. He said that this did not help to build a level of comfort and added that he could not respond to this letter at this time. He asked for additional time to discuss this and other utility issues and to develop a level of trust and comfort to proceed. He requested to meet with staff, other property owners and a couple of Councilmembers to discuss these issues.

Scott Miller - 6602 Cromwell Drive. Mr. Miller echoed Mr. Rose's comments. He said that he did not view the questions on his letter as "conditions." He continued to said his basic issue was a guarantee for road capacity for his project. He also voiced a desire to meet with staff and Councilmembers to discuss these issues.

MOTION: Move we table action on the second reading of this ordinance until the December 13th meeting.
Dick/Owel - unanimously approved.

2. Second Reading of Ordinance – 2000 Budget. Dave Rodenbach presented the second reading of the ordinance to approved the 2000 budget. He gave a overview of the changes since the first reading. Councilmembers discussed the request to bring back the Tourism Specialist and Summer-Weekend Chamber staff positions.

MOTION: Move we add the two positions, \$16,000 for a part-time Tourism Specialist and \$1,000 for a Summer-Weekend Office Staff back an an expenditure from the Hotel/Motel Taxes.
Dick/Picinich - unanimously approved.

MOTION: Move we approve Ordinance No. 831 approving the 2000 Budget as amended
Ekberg/Owel - unanimously approved.

3. Second Reading of Ordinance - Variance From Public Works Standards. Dave Skinner presented this ordinance to allow the Public Works Director to allow variances from the Public Works Standards. He explained that at the last meeting, Council requested clarification regarding the factors to be considered for a variance request. He added that the ordinance had been amended after meeting with the Public Works Committee to clarify these issues.

MOTION: Move to adopt Ordinance No. 832 as presented.
Picinich/Owel - unanimously approved.

NEW BUSINESS:

1. First Reading - Amendment to the 1999 Budget and Amendment to the Capital Facilities Element of the 1996 Comprehensive Parks, Recreation and Open Space Plan. Dave Skinner explained that the amendment to the plan would facilitate the city's purchase of the Borgen property. He said that the funds are available and recommended adoption of the two ordinances after their second reading.

Marian Berejikian - 307 30th Ave Ct NW. Ms. Berejikian explained that she is the new Technical Director for the Peninsula Neighborhood Association. She said that she was present this evening to commend the City Council on behalf of PNA for the purchase of the Borgen Property.

There was no further public comment and the public hearing on this item was closed.

2. Legal Services Agreement. Mark Hoppen presented this annual update to the contract for legal services. He gave an overview of the increase in rates and recommended approval. Carol Morris answered Council's questions.

MOTION: Move to approve the Legal Services Agreement as presented.
Ekberg/Young - unanimously approved.

3. Employees' and Supervisory Employees' Guild Contracts. Dave Rodenbach presented these contracts and gave an overview of the changes to the contracts.

MOTION: Move we authorize the execution of the two bargaining agreements.
Dick/Ekberg - unanimously approved.

4. Purchase of Hardware/Software for Scanned Documents. Councilmember Dick explained that he had removed this item from the consent agenda as he had a question

regarding the process, but had subsequently answered his own questions and made the following motion.

MOTION: Move to approve the purchase of hardware/software for scanned documents to New Techniques in the amount of ten thousand, twenty one dollars and seventy-six dollars (\$10, 021.76.)
Dick/Young - unanimously approved.

PUBLIC COMMENT/DISCUSSION:

Jake Bujacich . Mr. Bujacich said that for over a month the driveway to St. Nicholas Church has been impassable, and he knows many people who are complaining. He said that he had planned to come to the meeting to complain, but they had begun repairs this afternoon and he just wanted to say thank you.

COUNCIL COMMENTS:

Councilmember Young spoke about the decision by the County Council to not support the Fairfax trade for the Tallman property. He said that he wanted to know if there was any interest in the city taking part in an effort to purchase the property. He asked Council to consider the issue and let him know whether or not to pursue the issue.

STAFF REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i) and personnel issues per RCW 42.30.110(g). No action will be taken after the session.

MOTION: Move to adjourn to executive session at 8:47 p.m. for approximately five minutes.
Picinich/Young- unanimously approved.

MOTION: Move to return to regular session at 8:51 p.m.
Picinich/Owel - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:52 p.m..
Ekberg/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 550 Side B 032 - end.



SERVICE DATE

DEC - 1 1999

STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250
(360) 664-1160 • TTY (360) 586-8203

December 1, 1999

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS
(December 10, 1999)

RECEIVED

DEC 2 - 1999

CITY OF GIG HARBOR

NOTICE OF RULEMAKING WORKSHOPS
(9:30 a.m., Tuesday, December 14, 1999)
and
(9:30 a.m., Thursday, December 16, 1999)

RE: Docket No. TG-990161
480-70 WAC Solid Waste

TO INTERESTED PERSONS:

NOTICE IS GIVEN that the Commission will conduct two workshops. The workshops are scheduled as shown below:

Tuesday, December 14, 1999: Meeting begins at 9:30 a.m.
Executive Inn Best Western
5700 Pacific Highway East (Fife)
Tacoma, WA 98424
1-800-938-8500

Thursday, December 16, 1999: Meeting begins at 9:30 a.m.
Pepper Tree Inn
1641 No. 1st Street
Yakima, WA 98901
(509) 453-8898

WRITTEN COMMENTS. The Commission seeks your input on what changes would improve the rules. Written comments are due in the Commission offices no later than **December 10, 1999.** You may submit comments:

- By telephone at: 360-664-1254
- By fax at: 360-586-1150
- By e mail to: canderso@wutc.wa.gov
- By mail to: W.U.T.C., P O Box 47250, Olympia, WA 98504-7250
- Delivered to: 1300 South Evergreen Park Dr. SW, Olympia 98504
- In person at either of the meetings listed above.

Comments received by December 10, 1999, will be summarized and provided to those attending the meetings.



If you would like to receive a copy of Discussion Draft #1 of the solid waste/medical waste rules you may contact the Commission's Records Center at 360-664-1234 or by e-mail at records@wutc.wa.gov. This is only a draft. It is designed to focus discussion regarding the rules at two meetings that will be held in December 1999, and to solicit comments from persons interested in the rules.

At the December meetings, staff will also discuss comments received or issues raised at prior stakeholder meetings or through filing of written comments. Staff will explain how those comments were incorporated into the discussion draft, or reasons they were not included. For example, on the issue of rates: The rulemaking team discussed comments received on the following rate issues, but found them to be policy issues that are not appropriate for this rulemaking project:

- Use of linear rates;
- Encouraging innovative approaches to rates and rate design;
- Codification of standards of what is allowable for allocations;
- Codification of what is regulated and what is not for ratemaking;
- Revisiting depreciation standards;
- Institution of an NOI for technical issues; and
- Developing guidelines of UTC's expectations to limit staff's discretion in auditing.

Staff will use comments received to complete a draft that will be presented to the Commission and, if the Commissioners agree, published in the "State Register," as the proposed amended solid waste rules. Following publication in the "State Register," there will be another comment period prior to a hearing before the Commission as it decides whether to adopt rule changes. Interested parties may also appear at the adoption meeting and present comments at that time.

Commission staff has also prepared a report on incorporation and annexation. It provides information about how annexation and incorporation affect solid waste certificates. This information was used in drafting the rules in the discussion draft regarding incorporation and annexation. If you would like to receive a copy of this report you may contact the Commission's Records Center at 360-664-1234 or by e-mail at records@wutc.wa.gov.

If you have questions, feel free to contact Cathie Anderson, rulemaking team leader, at 360-664-1254 or by e-mail at: canderso@wutc.wa.gov.

Sincerely,



for CAROLE J. WASHBURN
Secretary

Enclosures



PIERCE COUNTY TASK FORCE ON ALCOHOL / DRIVING
8811 South Tacoma Way / Tacoma, Washington 98499 / (253) 798-6112 / FAX (253) 798-2806

RECEIVED

NOV 29 1999

CITY OF GIG HARBOR

November 22, 1999

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

Dear Mayor Wilbert;

This winter holiday season marks Pierce County's 16th Annual Holiday Campaign and Emphasis Patrol coordinated by the Law Enforcement Committee of the Tacoma/Pierce County Task Force on Alcohol/Driving.

The Task Force's annual winter holiday DUI Emphasis Patrols involve law enforcement agencies throughout Pierce County working in a coordinated effort to deter impaired driving in order to prevent senseless deaths and injuries. **The dates of this year's emphasis will be December 3rd & 4th, December 10th & 11th, December 17th & 18th, December 24th & 25th, and December 31st & January 1st.**

All of Pierce County's law enforcement agencies, the military bases and the Washington State Patrol have been invited to participate in the 1999 Winter Holiday DUI Emphasis Patrols. Last year, in Pierce County, **32.9%** of all traffic fatalities were alcohol related, **down from 37.3% in 1997**. We are progressing in our campaign to reduce the incidence of drinking and driving, but it takes a continuous effort as new drivers begin driving on our roadways, and as old messages begin to fade.

The Tacoma/Pierce County Task Force on Alcohol/Driving would like to ask you to play a part in the awareness campaign by **issuing proclamations from your jurisdiction**. The added prestige of your support would help impact our citizens on the seriousness of intoxicated driving.

Last year, proclamations were issued from the cities of Bonney Lake, Buckley, Eatonville, Edgewood, Fircrest, Gig Harbor, Orting, Tacoma, and University Place, and the Town of Steilacoom.

Please find enclosed a sample of the proclamation. If you decide to participate, please send a copy of the signed proclamation to this office at 8811 South Tacoma Way, Tacoma, WA 98499.

Thank you for your time and cooperation, and we wish you a happy and safe holiday season.

Sincerely,

Sheri Badger
DUI Task Force Program Coordinator

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, traffic crashes are the leading cause of death for children, adolescents, and young adults in the United States; and

WHEREAS, in 1998, alcohol related traffic collisions in Pierce County resulted in 25 fatalities which represents 32.9% of all traffic fatalities; and

WHEREAS, the Tacoma/Pierce County Task Force On Alcohol/Driving, formed by the Pierce County Executive and the City of Tacoma Mayor, is educating the public about the gravity of the problem of drinking and drugged driving and may convince alcohol and drug users to refrain from driving; and

WHEREAS, the winter holiday season is a particularly appropriate time to focus local and national attention on this critical problem as more drivers are on the roads, more social functions are attended, and more traffic collisions occur; and

NOW, THEREFORE, BE IT RESOLVED by Gretchen A. Wilbert, Mayor of the City of Gig Harbor, that the month of December be designated as

DRUNK AND DRUGGED DRIVING PREVENTION MONTH

in Gig Harbor, and that all citizens of Gig Harbor observe the occasion in fitting ways.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13th day of December, 1999.

Gretchen A. Wilbert, Mayor

Date



STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD

3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

**Notice to Local Authorities
Regarding Procedure for Objecting to Liquor License Renewal**

The attached list of liquor licensed premises in your jurisdiction will expire in approximately 60 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reason(s) for your objection. **This letter must be received at least 15 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board, this report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The Board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reasons for this decision. The non-renewal of a liquor license may be contested under the provisions of the Administrative Procedure Act (as provided by RCW 66.08.150 and Chapter 35.05 RCW). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under Chapter 34.05 RCW).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call me if you have any questions on this process. Thank you.

Sincerely,

Chuck Dalrymple
Manager, Licenses and Permits
Licensing and Regulation
(360) 664-1612
(360) 753-2710

Attachment



C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/03/99

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20000229

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MARCO'S RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 0000	074950	BEER/WINE REST - BEER/WINE
2 WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MIMI'S PANTRY 7707 PIONEER WAY GIG HARBOR WA 98335 0000	078350	GROCERY STORE - BEER/WINE
3 GLENN JR, NOLAN F GLENN, KYONG SUE	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	BEER/WINE REST - BEER/WINE

RECEIVED

DEC 6 - 1999

CITY OF GIG HARBOR



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 RODENBACK DR
DATE: DECEMBER 8, 1999
SUBJECT: EAST-WEST ROAD LOCAL IMPROVEMENT DISTRICT

INTRODUCTION

This is the second reading of an ordinance establishing a local improvement district (LID) for construction of the East-West Road. This ordinance was tabled at the November 22 meeting and is now placed before Council for second reading.

FINANCIAL

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

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

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

POLICY CONSIDERATIONS

The City, Logan International and Pope Resources have come to agreement concerning participation in the LID. Pope will participate without placing conditions for their participation in the LID. The City will acknowledge that Logan is going to assume liability for \$140,000 of Pope's assessments. Logan has requested an amendment to the Gig Harbor North Pre-Annexation Agreement that will allow them to develop prior to construction of a water storage tank. This Pre-Annexation Agreement Amendment is before Council tonight for first reading with a public hearing scheduled for January 10, 2000.

RECOMMENDATION

Staff recommends the City pass this ordinance.

LID participants and preliminary assessments.

Map No.	Property Owner	Parcel Number	Special Benefit	Assessment parcel
1a	Pope Resources	022230 400 0	\$ 150,000	\$ 99,000
1b	Pope Resources	022230 400 0	210,000	138,600
2	Pope Resources	022231 100 0	250,000	165,000
3a	Pope Resources	022231 100 1	130,000	85,800
3b	Pope Resources	022231 100 1	70,000	45,200
3c	Pope Resources	022231 100 1	40,000	26,200
4a	Pope Resources	022231 401 7	-	-
4b	Pope Resources	022231 401 7	-	-
5	Pope Resources	022231 304 3	-	-
6	Pope Resources	022231 200 9	-	-
7	Pope Resources	022231 200 0	160,000	105,600
8	Pope Resources	022231 202 7	-	-
9	Pope Resources	022231 203 1	-	-
10a	Ballinger	022231 200 1	70,000	46,200
10b	Ballinger	022231 200 1	10,000	6,600
11	Ballinger	022231 200 2	330,000	217,800
12	Ballinger	022231 200 3	140,000	92,400
13a	Ballinger	022230 300 1	60,000	39,600
13b	Ballinger	022230 300 1	70,000	46,200
14a	Ballinger	022230 300 6	170,000	112,200
14b	Ballinger	022230 300 6	20,000	13,200
15	Ballinger	022230 300 2	20,000	13,200
15b	Ballinger	022230 300 2	20,000	13,200
16	Ballinger	022230 300 2	80,000	52,800
17	Talmo Inc.	012225 407 4	-	-
18	Tacoma City Light	022230 300 3	-	-
19	Tacoma City Light	022231 200 4	-	-
Total			\$ 2,500,000	\$ 1,650,000

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

CITY OF GIG HARBOR

ORDINANCE NO. ____

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

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

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

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

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

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

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

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

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

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

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

Section 3. There is hereby established a local improvement district of the City to be known as “Local Improvement District No. 4 99-1” (herein referred to as “LID No. 4 99-1”). The boundaries of LID No. 4 99-1 shall be as described in Exhibit A attached hereto and incorporated by this reference.

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

Section 4. The total cost and expense of the Improvements thereto is estimated to be \$3,500,000 of which an estimated 47% (the balance of the costs after application of available grants and contributions) shall be borne by and assessed against the property within LID No. 4 99-1 specially benefited by the Improvements. Assessments shall be made against the property within LID No. 4 99-1 in accordance with the special benefits accruing to such property.

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

Section 6. There is hereby created a fund of the City to be known as the “Local Improvement District No. 4 99-1 Fund” for the purpose of paying the cost of the Improvements provided for in this ordinance and into which there shall be paid all of the assessments collected in LID No. 4 99-1 as and when directed by the ordinance

confirming the assessment roll. All moneys received from the sale of bonds, notes and warrants drawn on the LID No. † 99-1 Fund shall be deposited into said Fund, and applied solely in payment of the costs and expenses of the improvements.

Section 7. Pending the issuance of local improvement district bonds, the City may, for the purpose of meeting any and all costs and expenses of constructing the Improvements for which funds are not otherwise available, as the same are installed prior to the sale of the bonds, issue interim financing warrants against the LID No. † 99-1 Fund, or issue local improvement district bond anticipation notes pursuant to RCW 39.50, bearing interest at such rate or rates and with such terms as may hereafter be established by the Council by ordinance. Such interim warrants or notes, together with the interest due thereon to the date of delivery of the bonds, shall be redeemed and retired from the proceeds of the sale of local improvement district bonds or prepayments of assessments. Such warrants or notes shall be issued in an aggregate principal amount not in excess of the cost and expense of the improvements.

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

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 13 day of December, 1999.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

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

EXHIBIT A

LEGAL DESCRIPTION FOR PROPOSED LID:

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

EXCEPT a tract of land bounded and described as follows:

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

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

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

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

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

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

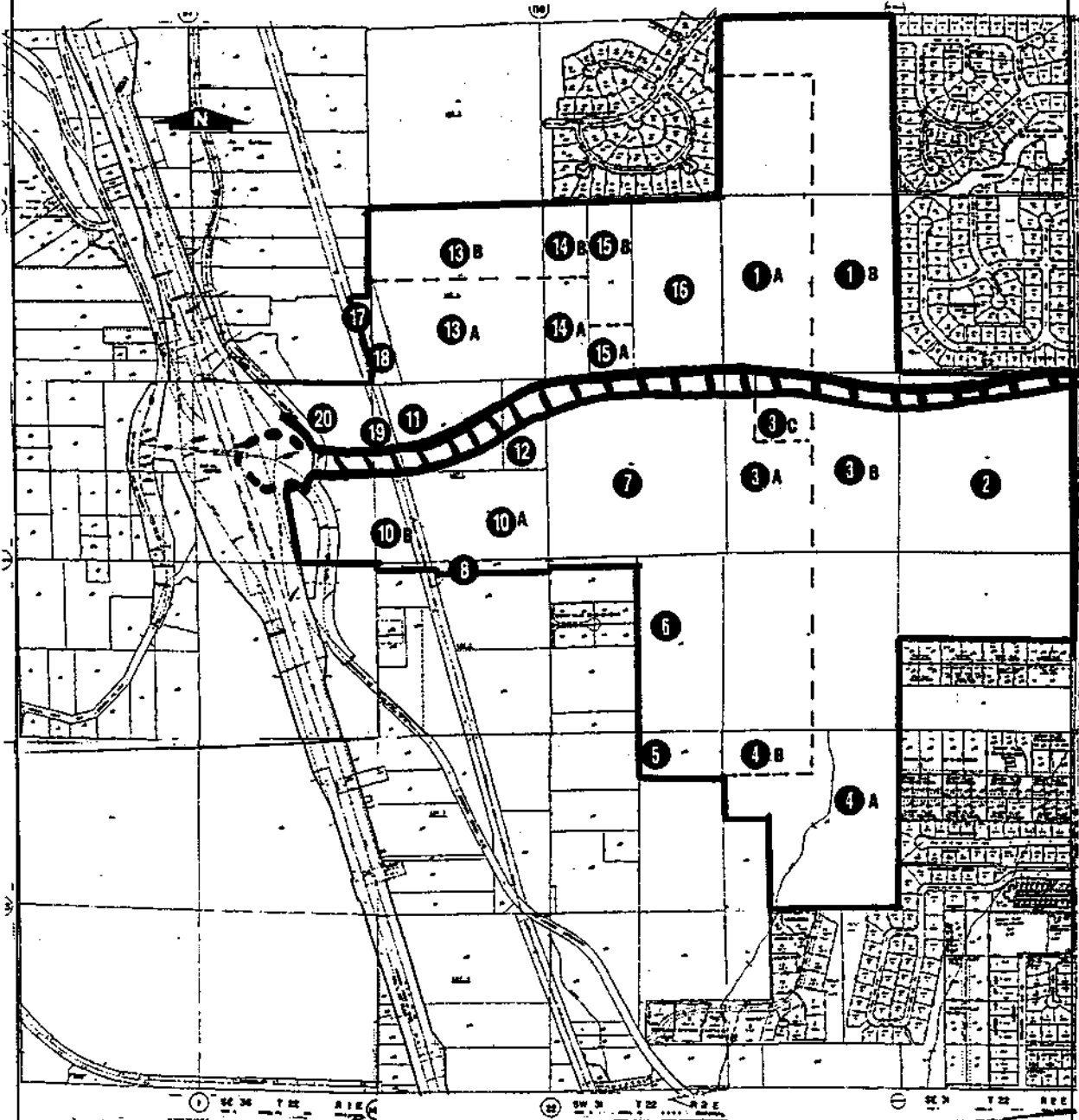
EXCEPT the following described property:

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

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

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

Proposed LID Boundary Map





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 SKINNER *DS*
SUBJECT: SECOND READING - AMENDMENT TO THE CAPITAL FACILITIES
ELEMENT OF THE 1996 COMPREHENSIVE PARKS, RECREATION
AND OPEN SPACE PLAN
DATE: DECEMBER 6, 1999

BACKGROUND

This amendment to the 1996 Comprehensive Parks, Recreation and Open Space Plan will facilitate the City's purchase of the Borgen property.

POLICY CONSIDERATIONS

The Borgen property does not appear to be directly referenced in the 1996 Comprehensive Parks, Recreation and Open Space Plan. The Plan does mention the purchase of properties adjacent to the wastewater treatment plant as proposed resource parks. The purchase of this property will be a step towards meeting that objective.

FINANCIAL CONSIDERATIONS

The City has offered \$345,000 for the Borgen property.

RECOMMENDATION

Staff recommends adoption of this ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE CAPITAL FACILITIES ELEMENT OF THE 1996 COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE PLAN OF THE CITY OF GIG HARBOR TO DEPICT THE PLANNED EXPENDITURE OF \$345,000 FOR THE PURCHASE OF THE BORGEN PROPERTY.

WHEREAS, the Growth Management Act allows the City to amend the Comprehensive Plan more than once a year for the purpose of amending the capital facilities element that occurs concurrently with the adoption or amendment of the City's budget; and

WHEREAS, the City Council is considering the amendment of its 1999 budget to reserve \$345,000 for the purchase of the Borgen property; and

WHEREAS, the City Council desires to amend the capital facilities element of the 1996 Comprehensive Parks, Recreation and Open Space Plan to depict the reservation of \$345,000 for the purchase of the Borgen property;

WHEREAS, notice of the public hearing associated with the adoption of this ordinance was published on November 17, 1999; and

WHEREAS, the City Council held a public hearing on this ordinance on November 22, 1999, and heard the testimony of the members of the public; Now, Therefore,

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

Section 1. The Capital Facilities element of the 1996 Comprehensive Parks, Recreation and Open Space Plan for the City of Gig Harbor, as adopted in Ordinance No. 744 is hereby amended on pages 176 and 249 to include the Borgen property, which are those parcels on that

portion of the property within the triangle formed by Harborview Drive, North Harborview Drive, and Austin Street, except that portion owned by the Gig Harbor Peninsula Historical Society. The price of these parcels is \$345,000.

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

Section 3. Effective Date and Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance has been send to the Department of Community, Trade and Economic Development. This ordinance shall take effect and be in full force five (5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ the day of _____, 1999.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/18/99
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 199__, 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, AMENDING THE CAPITAL FACILITIES ELEMENT OF THE 1996 COMPREHENSIVE PLAN OF THE CITY OF GIG HARBOR TO DEPICT THE PLANNED EXPENDITURE OF \$345,000 FOR THE PURCHASE OF THE BORGEN PROPERTY.

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

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

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: DAVID SKINNER *DS*
SUBJECT: SECOND READING - AMENDMENT TO THE 1999 BUDGET
DATE: DECEMBER 6, 1999

BACKGROUND

This amendment to the 1999 budget will facilitate the City's purchase of the Borgen property.

POLICY CONSIDERATIONS

The purchase of this property will be a step towards meeting the previous amendment to the 1996 Comprehensive Parks, Recreation and Open Space Plan.

FINANCIAL CONSIDERATIONS

The City has offered \$345,000 for the Borgen property. The Property Acquisition Fund currently has available funds to accomplish this purchase.

RECOMMENDATION

Staff recommends adoption of this ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE 1999 BUDGET TO RESERVE \$345,000 IN THE PROPERTY ACQUISITION FUND FOR THE PURCHASE OF THE BORGEN PROPERTY.

WHEREAS, the City Council has initiated steps toward the purchase of the Borgen property; and

WHEREAS, the City Council desires to reserve \$345,000 in the property acquisition fund for the purchase of the Borgen property; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS

AS FOLLOWS:

Section 1. The budget for the City of Gig Harbor for the year 1999, as adopted in Ordinance No. 810, is hereby amended on page 100 to read as follows:

**City of Gig Harbor
1999 Annual Budget**

**Fund 109
Property Acquisition**

DESCRIPTION OF FUNCTION

This fund was established in 1995. The resources accumulated through transfers and interest earnings will be used for the purchase of civil properties.

\$650,000 is reserved pursuant to the purchase agreement for the Henderson Bay property. Under the Agreement, the City purchased two-thirds of the property and 1997 and must purchase the remaining one-third in 2000.

\$345,000 is reserved for the purchase of the Borgen property, in the event the purchase takes place prior to December 31, 1999. Other monies are available for acquisition of parks properties identified by the City Council in the City of Gig Harbor Parks, Recreation and Open Space Plan.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 1999.

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: 11/18/99
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 1999, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE 1999 BUDGET TO RESERVE \$345,000 IN THE PROPERTY ACQUISITION FUND FOR THE PURCHASE OF THE BORGEN PROPERTY.

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

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

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: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: BORGEN PROPERTY ACQUISITION
DATE: DECEMBER 5, 1999

MHA

INFORMATION/BACKGROUND

At the October 11, 1999, City Council Meeting, the staff was authorized to make an offer to purchase the Borgen property upon the following contingencies: Council approval of the Environmental Phase I Assessment, the property appraisal, and the Contract to Purchase. Council also had to approve a budget amendment for the purchase of the property, as well as an amendment to the *City of Gig Harbor Parks, Recreation and Open Space Comprehensive Plan*. Budget and comprehensive plan amendments were addressed earlier in the agenda.

POLICY CONSIDERATIONS

The Purchase and Sale Agreement is attached for your review at the purchase price of \$345,000. Legal Counsel will propose some amendments to the Purchase and Sales Agreement. The Limited Summary Appraisal (Executive Summary attached) from Truman Appraisal Company indicates the estimated market value of the property at \$360,000. The Phase I Environmental Site Assessment (Executive Summary attached) from Nowicki and Associates does not recommend additional environmental investigation at this time. A current title report is also attached.

An in-depth, Puget Sound Air Pollution Control Agency (PSAPCA) asbestos inspection will have to be conducted prior to any renovation or demolition work on the building. This standard inspection must be performed by an AHERA-certified inspector.

FISCAL CONSIDERATIONS

The city's offer of \$345,000 was accepted. Tonight's budget amendment identified the funding source.

RECOMMENDATION

Staff recommends that the City Council make separate motions to approve the Purchase and Sale Agreement with amendment as necessary, to approve the Limited Summary Appraisal, and to approve the Phase I Environmental Site Assessment. Subsequent to these approvals, this transaction may proceed to escrow.

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 10/11/1999, 19____
between Patricia Borgen ("Seller")
and City of Gig Harbor ("Buyer")
concerning: 022106 402 7/410200 001 1 ("the Property").

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: _____

to extend the feasibility study period to December 14th 1999

AGENT (COMPANY) Keller Williams BY: John Holmaas Jr

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: MB Date: _____ SELLER: JH Date: 11/16/99
BUYER: _____ Date: _____ SELLER: _____ Date: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: 10-11-99 MLS No.: 99 091001
2. Buyer: City of Gig Harbor
3. Seller: Patricia Borgen
4. Property: Tax Parcel Nos.: 022106 402 7 & 410200 001 1 (Pierce County)
Street Address: Harborview Drive, Gig Harbor Washington
Legal Description: That portion of property within the triangle formed by HarborView Drive, HarborView Drive and Austin Street, except that portion owned by Gig Harbor Peninsula Historical Society, Section 6 Township 21 North, Range 2 East of MM
5. Purchase Price: \$345,000.00 (CASH)
6. Earnest Money: (To be held by Selling Broker Closing Agent)
Personal Check: \$ 5000.00
Note: \$ _____
Other (_____): \$ _____
7. Default: (check only one) Forfeiture of Earnest Money Seller's Election of Remedies
8. Title Insurance Company: Commonwealth
9. Closing Agent: a qualified closing agent of Buyer's choice _____
10. Closing Date: December 15, 1999
11. Possession Date: on Closing _____ calendar days after Closing _____
12. Offer Expiration Date: October 14, 1999
13. Counteroffer Expiration Date: _____
14. Addenda: "A" ~~and "B"~~
15. Agency Disclosure: Selling Licensee represents Buyer Seller both parties neither party
Listing Agent represents Seller both parties.
16. Short Plat: Short Platted Must be Short Platted Not legally required to be Short Platted
17. Zoning: C1
18. Feasibility Contingency Expiration Date: 45 days after mutual acceptance _____

[Signature] 10-12-99
Buyer's Signature Date

[Signature] 10/12/99
Seller's Signature Date

Buyer's Signature Date

Seller's Signature Date

3105 Judson Street
Buyer's Address

Seller's Address

Gig Harbor, WA 98335
City, State, Zip

City, State, Zip

851 8136
Phone Fax

9302
Phone Fax

Keller Williams
Selling Broker

Keller Williams
Listing Broker

MLS Office No.

MLS Office No.

Selling Licensee (Print)

Lella Hamilton and Carolyn Werner
Listing Agent (Print)

P.O. Box 1699
Selling Office Address

P.O. Box 1699
Listing Office Address

Gig Harbor, WA 98335
City, State, Zip

Gig Harbor, WA 98335
City, State, Zip

Phone Fax

Phone Fax

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

(continued)

- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep as liquidated damages all or a portion of the Earnest Money as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- q. **Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- r. **Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Counteroffer.** Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the Counteroffer Expiration Date to accept the counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a future counteroffer, the counteroffer shall expire at 9:00 p.m. on the second day after the counteroffer is signed by the last party making the counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees.
- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 18 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Agent or Selling Licensee. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any services connection charges; and all other charges that must be paid.

If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 18, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer does so give notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.

Initials: BUYER: MS DATE: 10-12-99 SELLER: pt DATE: 10/12/99
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

(continued)

- h. **Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay them at Closing from money due, or to be paid by, Seller.
- i. **Sale Information.** The Listing Agent or Selling Licensee are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller authorize all lenders, Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning the status, progress and final disposition of financing, appraisal, Closing, title condition, and any other matter concerning this sale, including Buyer's credit report.
- j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices.** Unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Real Property Transfer Disclosure Statement, Public Offering Statement and/or Resale Certificate shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which event the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. Time is of the essence in this Agreement.
- m. **Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.
- n. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller.
- o. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.
- p. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

Initials: BUYER: WMA DATE: 10-12-99 SELLER: pb DATE: 10/12/99
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement. Selling Licensee will deposit any check to be held by Selling Broker as Earnest Money within 3 days after receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$5,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$5,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$5,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom.
- c. **Zoning.** Seller warrants that the current zoning designation is as identified in Specific Term No. 17.
- d. **Condition of Title.** Buyer and Seller authorize Selling Licensee, Listing Agent or Closing Agent to insert, attach and correct the Legal Description of the Property over their signatures. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for a standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company. The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- f. **Closing.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller.
- g. **Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession.

Initials: BUYER: MMA DATE: 10-12-99 SELLER: pb DATE: 10/12/99
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

"17"

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated OCT 12, 1999
between PATRICIA BERGEN ("Seller")
and CITY OF GIG HARBOR ("Buyer")
concerning: PARCEL 022106 402 7 & 410200 001-1 ("the Property")

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: SUBJECT TO -

- 1) PHASE I ENVIRONMENTAL AUDIT @ PURCHASERS EXPENSE
- 2) MAI APPRAISAL TO PURCHASERS SOCG SATISFACTION
- 3) CITY COUNCIL APPROVAL OF PURCHASE AND SALE AGREEMENT WITHIN FEASIBILITY PERIOD.
- 4) CITY COUNCIL APPROVAL OF BUDGET ORDINANCE WHICH AMMENDS THE COMPREHENSIVE PLAN.

SELLER'S COUNTER OFFER

5) IN THE EVENT PURCHASER ELECTS NOT TO CLOSE THIS TRANSACTION, PURCHASER AGREES TO GIVE SELLER'S COPIES OF ANY PROFESSIONAL STUDIES, REPORTS, APPRAISALS ETC. THAT WERE SECURED DURING THE CONTINGENCY PERIOD. THIS COUNTER OFFER (PARAGRAPH 5) IS SUBJECT TO PURCHASER'S FINAL APPROVAL ON OR BEFORE 10/13/99 (2) (X)

AGENT (COMPANY) Keller Williams BY: [Signature]

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: mba Date: 10-12-99 SELLER: [Signature] Date: 10/12/99
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

BORGEN PROPERTIES

64

4102000011

0221068010

.01

0221064027

31



Estimated Market Value

**Borgen Building Supply Property
At the Intersection of Harborview Drive
and Harborview Drive North
Gig Harbor, Washington**

For

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

By

TRUEMAN APPRAISAL COMPANY

John R. Trueman, MAI, SRA

And

Robert E. Sternquist, Associate

Date of Value: November 17, 1999

Date of Report: November 18, 1999

Our File Number: 99-324

Trueman Appraisal Company

Real Estate Appraising & Consulting
2311 North 30th Street
Tacoma, Washington 98403
(253) 272-2720
Fax (253) 272-2817

November 18, 1999

Mr. Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

Re: Estimated Market Value of the Borgen Property
Located at the Intersection of Harborview Drive and
Harborview Drive North, in the City of Gig Harbor, Washington

File Number 99-324

Dear Mr. Hoppen:

In accordance with your request, we have inspected the above-mentioned property, which is legally described in this report, for the purpose of estimating the market value thereof.

Within the attached report you will find the data, the calculations, and the conclusions upon which the final opinion of value was based.

We certify that to the best of our knowledge the information in this report is correct, that nothing relevant has knowingly been withheld, and that we have no present or contemplated future interest in the subject property.

It is our opinion that the following report conforms to the general format recommendations as set forth by the Appraisal Institute, the Appraisal Standards Board of the Appraisal Foundation, and the City of Gig Harbor's policies and procedures for appraisal standards relative to a limited summary appraisal report. The Appraisal Standards Board (ASB) adopted significant revisions to the Departure Rule and Standard 1 (development of an appraisal) and Standard 2 (reporting requirements) of the Uniform Standards of Professional Appraisal Practice (USPAP), effective March 31, 1999.

This is a limited summary appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussions contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

Furthermore, in accordance with prior agreement between the client and the appraisers, this report is the result of a limited appraisal process in that certain allowable departures from specific requirements of the Uniform Standards of Professional Appraisal Practice were invoked. The intended user of this report is warned that the reliability of the value conclusion provided may be impacted to the degree there is departure from specific requirements of USPAP.

It is our opinion, based on the information contained in this report and other information retained in our files, that the estimated market value of the subject property as of November 17, 1999, is \$360,000. Said value opinion is based on the subject being utilized as a commercial development and such value opinion is subject to the attached Assumptions and Limiting Conditions.

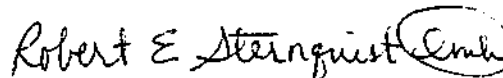
Based on the expressed opinion of value, the marketing period for the subject property is forecast to be twelve months or less.

Very truly yours,

TRUEMAN APPRAISAL COMPANY



John R. Trueman, MAI, SRA



Robert E. Sternquist, Associate

JRT/RES:LMH
Attachments

PHASE I ENVIRONMENTAL SITE ASSESSMENT

BORGEN PARCEL

PROJECT: Level I Environmental Site Assessment

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

CONTRACT: 10/28/99 Notice to Proceed (fax)

CONTACT: Mark E. Hoppen

EXECUTIVE SUMMARY

This analysis has not identified hard evidence of major environmental degradation on the subject property. There is limited surficial petroleum contamination in the lumber yard; subsurface penetration is not known. There are presumed asbestos-containing materials in the main building. No hard evidence of environmental degradation was identified on immediately adjacent property; potential impact to the subject property is negligible.

Thirteen state and federal environmental files were reviewed, extending to ASTM maximum specified distances, identifying nine sites. All appear to be sufficiently removed to preclude impact on the subject property.

Historical analysis has not identified potential sources of contamination either directly on the subject property or on immediately adjacent property.

Additional environmental investigation is not recommended at this time.

**PROJECT
DESCRIPTION:**

The reason for the site assessment is to determine the environmental status of the property in question, and the associated neighborhood. The key question is whether the site and surrounding areas are free from suspect contamination and imminent potential contamination.

**PROPERTY
LOCATION:**

The property in question is located within the triangle formed by Northwest Harborview Drive, North Harborview Drive and Austin Street. Comprised of parcels #0011, #4027 and #8010, this corresponds to Pierce County Assessor's tax identification numbers 022106-402-7 and 410200-001-1. It is situated on the southwestern side of North Harborview Drive, at street number 8714. It lies in the Southeast Quarter of Section 6, of Township 21 North, Range 2 East, of the Willamette Meridian. The subject property lies just below (south of) the east/west centerline of the section.

**PROPERTY
DESCRIPTION:**

A triangular-shaped lot, the property in question is an abandoned lumber yard and hardware store. It is comprised of the original hardware store building, seven materials storage sheds and the partially-paved yard. The site is situated on an uneven lot, which slopes down to, and includes a portion of Donkey Creek.



COMMONWEALTH TITLE COMPANY

1120 PACIFIC AVENUE, TACOMA, WA 98402

Toll Free Phone: 1-888-760-3233

Title Unit: SBL
Order No.: 003000023
Your No.: GIG HARBOR/BORGEN
Title Officer: STANLEY B. LARSON
Title Assistant:

Phone: (253)383-0131
Fax: (253)383-0051

Commitment for Title Insurance

TICOR TITLE INSURANCE COMPANY, a California Corporation, by Commonwealth Title Company, a Washington Corporation, its authorized agent, herein called the Company, for a valuable consideration, hereby commits to issue the policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, which ever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

COMMONWEALTH TITLE COMPANY, as Agent

by *Stanley B Larson*
Authorized Signatory

COMMERCIAL UNIONWEALTH TITLE COMPANY

1120 PACIFIC AVENUE, TACOMA, WA 98402

**A.L.T.A. COMMITMENT
SCHEDULE A**

Title Unit: U-C
Phone: (253)383-0131
Fax: (253)383-0051
Officer: STANLEY B. LARSON

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

Commitment Effective Date: OCTOBER 14, 1999 at 8:00 A.M.

1. Policy or Policies to be issued:

ALTA Owner's Policy	Amount:	\$345,000.00
1992 STANDARD	Premium:	\$1,105.00
	Tax:	\$ 84.42

Proposed Insured:
CITY OF GIG HARBOR

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:

BORGEN BUILDING SUPPLY, INC.

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

COMMONWEALTH TITLE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 2, IN SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF STATE HIGHWAY NO. 14, AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF BURNHAM-HUNT COUNTY ROAD.

EXCEPT THAT PART THEREOF CONVEYED TO THE TOWN OF GIG HARBOR FOR ROAD BY DEED RECORDED UNDER AUDITOR'S NO. 1520256.

PARCEL B:

THAT PORTION OF LOT 7, BLOCK 1, EXTENSION OF THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, ACCORDING TO PLAT RECORDED IN BOOK 6 OF PLATS AT PAGE 74, IN PIERCE COUNTY, WASHINGTON, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HARBORVIEW AVENUE (ALSO KNOWN AS BURNHAM-HUNT COUNTY ROAD) AND SOUTHERLY OF THE SOUTHERLY LINE OF AUSTIN WAY.

EXCEPT THAT PORTION CONVEYED TO THE TOWN OF GIG HARBOR BY INSTRUMENT RECORDED UNDER AUDITOR'S NO. 1520257.

PARCEL C:

THAT PORTION OF LOT 1, AS SHOWN ON SHORT PLAT NO. 79-365, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF HARBORVIEW DRIVE (STATE HIGHWAY NO. 14), FILED WITH THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

COMMONWEALTH TITLE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE B

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

COMMONWEALTH TITLE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 003000023
Your No.: GIG HARBOR/BORGEN

SPECIAL EXCEPTIONS

A

REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

- A. INSTRUMENTS NECESSARY TO CREATE THE ESTATE OR INTEREST TO BE INSURED MUST BE PROPERLY EXECUTED, DELIVERED AND DULY FILED FOR RECORD.
- B. THE PROPOSED INSTRUMENT MUST BE AUTHORIZED BY RESOLUTION OF THE DIRECTORS OF BORGEN BUILDING SUPPLY, INC. AND A CERTIFIED COPY SUBMITTED.

B

EXCEPTIONS

- C 1. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF GIG HARBOR.

PRESENT RATE OF REAL ESTATE EXCISE TAX AS OF THE DATE HEREIN IS .0128 STATE, PLUS .0050 LOCAL PERCENT.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

- D 2. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT NOVEMBER 1:

YEAR:	1999
AMOUNT BILLED:	\$ 680.30
AMOUNT PAID:	\$ 340.15
AMOUNT DUE:	\$ 340.15
TAX ACCOUNT NUMBER:	410200-001-1
LEVY CODE:	075

COMMONWEALTH TITLE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

SPECIAL EXCEPTIONS

ASSESSED VALUE-LAND: \$ 73,500.00
ASSESSED VALUE-IMPROVEMENTS: \$ -0-

E AFFECTS: PARCEL B AND OTHER PROPERTY

F 3. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT
NOVEMBER 1:

YEAR: 1999
AMOUNT BILLED: \$ 2,585.92
AMOUNT PAID: \$ 1,292.96
AMOUNT DUE: \$ 1,292.96
TAX ACCOUNT NUMBER: 02-21-06-4-027
LEVY CODE: 075
ASSESSED VALUE-LAND: \$ 171,400.00
ASSESSED VALUE-IMPROVEMENTS: \$ 97,700.00

G AFFECTS: PARCEL A

H 4. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT
NOVEMBER 1:

YEAR: 1999
AMOUNT BILLED: \$ 1.29
AMOUNT PAID: \$ 1.29
AMOUNT DUE: \$ -0-
TAX ACCOUNT NUMBER: 02-21-06-8-010
LEVY CODE: 075
ASSESSED VALUE-LAND: \$ 100.00
ASSESSED VALUE-IMPROVEMENTS: \$ -0-

I AFFECTS: PARCEL C

COMMONWEALTH TITLE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

SPECIAL EXCEPTIONS

J 5. LIABILITY TO ASSESSMENTS, IF ANY, AS LEVIED BY THE CITY OF GIG HARBOR.

K 6. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE:	TOWN OF GIG HARBOR
RECORDED:	JUNE 25, 1949
RECORDING NUMBER:	1520256 AND 1520257

L 7. EASEMENT AGREEMENT WITH CITY OF GIG HARBOR RECORDED UNDER AUDITOR'S NO. 9411160243.

M 8. RIGHT OF WAY FOR A PIPELINE IN THE BED OF A CREEK CROSSING SAID LANDS, RESERVED IN DEEDS OF RECORD.

N NOTE 1:
EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER.

FIRST PAGE OR COVER SHEET:

3" TOP MARGIN CONTAINING NOTHING EXCEPT THE RETURN ADDRESS.

1" SIDE AND BOTTOM MARGINS CONTAINING NO MARKINGS OR SEALS.

TITLE(S) OF DOCUMENTS.

RECORDING NO. OF ANY ASSIGNED, RELEASED OR REFERENCED DOCUMENT(S).

GRANTORS NAMES (AND PAGE NO. WHERE ADDITIONAL NAMES CAN BE FOUND).

GRANTEES NAMES (AND PAGE NO. WHERE ADDITIONAL NAMES CAN BE FOUND).

ABBREVIATED LEGAL DESCRIPTION (AND PAGE NO. FOR FULL DESCRIPTION).

ASSESSOR'S TAX PARCEL NUMBER(S).

RETURN ADDRESS (IN TOP 3" MARGIN).

**A COVER SHEET CAN BE ATTACHED CONTAINING THE ABOVE FORMAT AND DATA IF THE FIRST PAGE DOES NOT CONTAIN ALL REQUIRED DATA.

ADDITIONAL PAGES:

1" TOP, SIDE AND BOTTOM MARGINS CONTAINING NO MARKINGS OR SEALS.

ALL PAGES:

NO STAPLED OR TAPED ATTACHMENTS. EACH ATTACHMENT MUST BE A SEPARATE .

COMMONWEALTH TITLE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

SPECIAL EXCEPTIONS

PAGE.

ALL NOTARY AND OTHER PRESSURE SEALS MUST BE SMUDGED FOR VISIBILITY.
FONT SIZE OF 8 POINTS OR LARGER.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE
DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04.
SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE
LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP
21 NORTH, RANGE 2 EAST AND LOT 7, BLOCK 1, EXTENSION OF THE CITY OF
GIG HARBOR

0

END OF SCHEDULE B
CONDITIONS AND STIPULATIONS AS HERETO ATTACHED

P

NOTE: INVESTIGATION SHOULD BE MADE TO DETERMINE IF THERE ARE ANY
SERVICE, INSTALLATION, MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER,
WATER, GARBAGE OR ELECTRICITY.

NOTE: IN EVENT THE TRANSACTION FAILS TO CLOSE AND THIS COMMITMENT IS
CANCELLED, A FEE WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE
CODE AND THE FILED SCHEDULE OF THIS COMPANY.

COMMONWEALTH TITLE COMPANY
A.L.T.A. COMMITMENT
SCHEDULE B
(Continued)

Order No.: 3000023
Your No.: GIG HARBOR/BORGEN

SPECIAL EXCEPTIONS

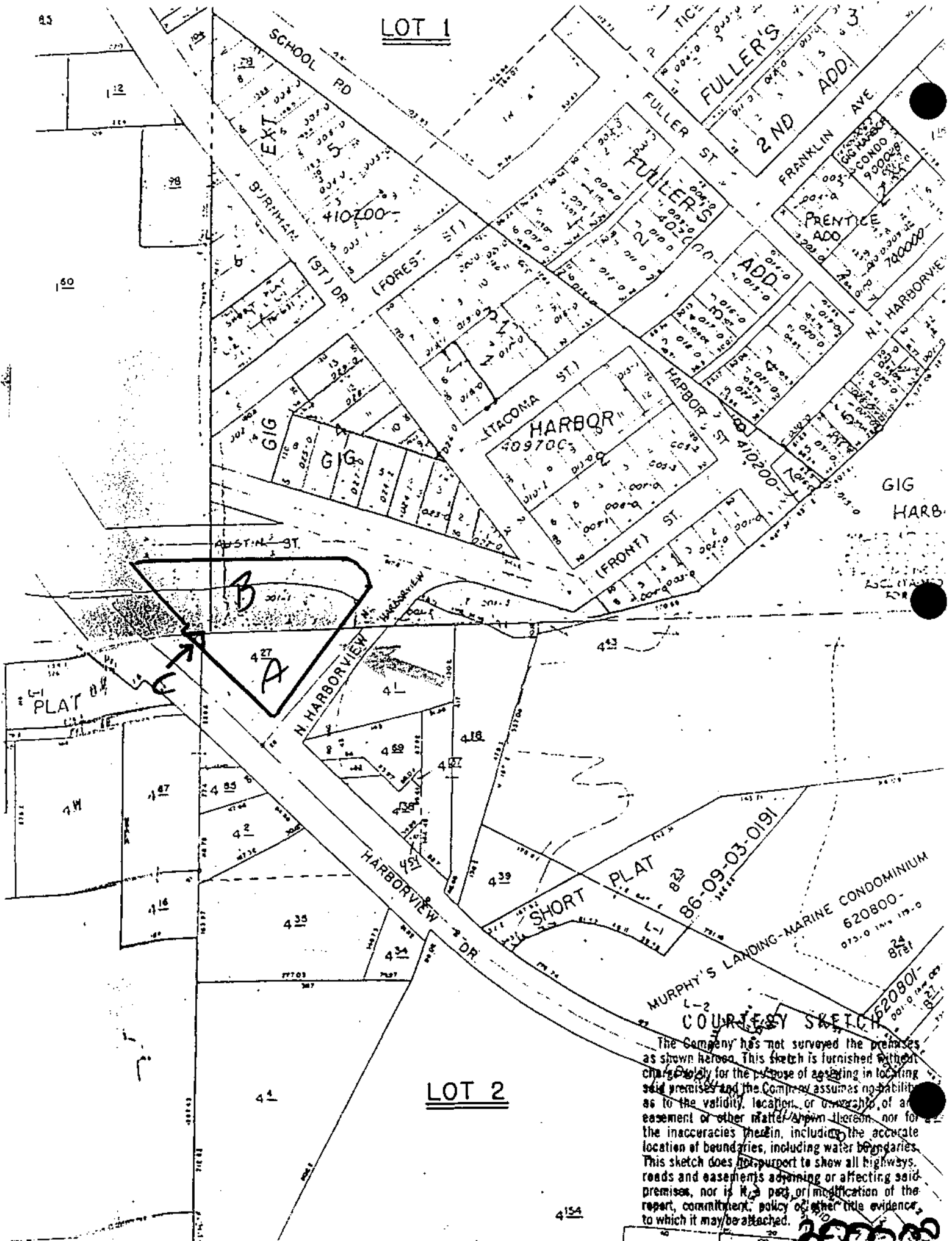
2 THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS COMMITMENT:

KELLER WILLIAMS WEST SOUND
P.O. BOX 1699
GIG HARBOR, WASHINGTON 98335
JOHN HOLMAAS 3/1 ALL DOCS
(253)851-4511

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
MARK HOPPEN 2/1

85

LOT 1



COURTESY SKETCH

The Company has not surveyed the premises as shown hereon. This sketch is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability as to the validity, location, or ownership of an easement or other matter shown thereon, nor for the inaccuracies therein, including the accurate location of boundaries, including water boundaries. This sketch does not purport to show all highways, roads and easements adjoining or affecting said premises, nor is it a part or modification of the report, commitment, policy or other evidence to which it may be attached.

LOT 2

4154

200000

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of the Commitment.

Schedule of Exclusions from Coverage

THE EXCLUSIONS FROM COVERAGE REFERRED TO IN PARAGRAPH 3 OF THE CONDITIONS AND STIPULATIONS ARE AS FOLLOWS

ALTA Owner's Policy (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy;
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA Loan Policy (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part;

ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over all statutory lien for services, labor, or material); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereon which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of all statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (i) the transaction creating the interest of the insured mortgage being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the subordination of the interest of the insured mortgage as a result of the application of the doctrine of equitable subordination; or
- (iii) the transaction creating the interest of the insured mortgage being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

NOTE: THE POLICY/POLICIES COMMITTED FOR MAY BE EXAMINED BY INQUIRY TO THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE



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: *SB* STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
DATE: DECEMBER 13, 1999
SUBJECT: BUILDING CODE ADVISORY BOARD MEMBERS (BCAB)
TERM OF OFFICE AND ATTACHED RESOLUTION

INTRODUCTION/BACKGROUND

The attached resolution is submitted for your consideration. The terms of office of four BCAB members (Mr. Kenneth Braaten, Mr. Charles Hunter, Mr. Al Mitchell, PE and Mr. Kenneth Snodgrass) have expired. Mr. Charles Hunter has volunteered to serve on the BCAB for another three year term (ending December 31, 2002). Mr. Al Mitchell, PE has volunteered to serve on the BCAB for another one year term (ending December 31, 2000). Mr. Kenneth Snodgrass has volunteered to serve on the BCAB for another three year term (ending December 31, 2002). Mr. Jeff Stroud has volunteered to serve on the BCAB for a three year term (ending December 31, 2002). Mayor Wilbert has reviewed the slate of officers and is hereby recommending their appointment for the terms herein stated.

RECOMMENDATION

The resolution be adopted as amended by the Gig Harbor City Council.

RESOLUTION NO. _____

WHEREAS, the Gig Harbor City Council on December 7, 1987 adopted Ordinance #526 which established the Building Code Advisory Board; and

WHEREAS, the Gig Harbor City Council on September 27, 1993 adopted Ordinance #649 which modified Ordinance #526; and

WHEREAS, the Gig Harbor City Council has adopted in Ordinances #526 & 649 guidelines for the appointment of Building Code Advisory Board members; and,

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

The following persons shall serve as members of the Building Code Advisory Board for the designated term beginning on January 1, 2000:

Mr. Charles Hunter (General Contractor)	three year term
Mr. Al Mitchell, PE, (Engineer)	one year term
Mr. Jeff Stroud (General Contractor)	three year term
Mr. Kenneth Snodgrass, AIA (Architect)	three year term

PASSED this 13th day of December, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen, City Administrator

Filed with city clerk: __/__/99

Passed by city council: __/__/99



Mountain Construction

DESIGN-BUILD SOLUTIONS FOR BUSINESS AND INDUSTRY

December 8th, 1999

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

Subject: Building Code Advisory Board

Dear Steve;

I am very interested in filling the contractor opening on the Building Code Advisory Board. Following is a summary of my qualifications:

- 1977 Graduated from Oregon State University with a B. S. in Construction Engineering Management.
- 1977-1987 Construction engineer for Wright-Schuchart-Harbor working on large industrial projects around the state.
- 1987-1988 Construction engineer for the Boeing Company, acting as owner's representative on new commercial and industrial projects.
- 1988-1991 Involved with Marine Floats doing small marine construction in the Puget Sound area.
- 1991-Present Vice President and principal of Mountain Construction. We are a Tacoma based general contractor working primarily in the south Puget Sound area. Our primary market segment is design-build of commercial and industrial facilities.

Home
4215 58th St Ct NW
Gig Harbor, WA 98335
253-851-5275

Business
7457 S Madison
Tacoma, WA 98409
253-474-5281

Please give me a call if you need any additional information.

Sincerely,



Jeff Stroud

Mountain Construction Inc.

7457 South Madison St. / Tacoma, Washington 98409 / Telephone (253) 474-5281 / Fax (253) 474-7699



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT
FOR GIG HARBOR NORTH
DATE: DECEMBER 8, 1999

INFORMATION/BACKGROUND

Carol Morris has crafted this First Amendment to the Pre-annexation Agreement for Gig Harbor North in order to facilitate the connection to 25,000 gallons per day of existing city water storage for development attributable to properties owned by Logan International Corporation and identified on Exhibit 'B' of the attached agreement. This is the first reading of this amendment which will require a public hearing prior to passage.

POLICY CONSIDERATIONS

Logan will be responsible for building water transmission facilities in the area and will be assured by this agreement that 25,000 gallons per day of water storage capacity is available prior to construction of Gig Harbor North water storage facilities as required in the pre-annexation agreement.

RECOMMENDATION

Staff recommends that Council approve this amendment after a Public Hearing and Second Reading of the amendment.

**FIRST AMENDMENT TO PREANNEXATION AGREEMENT
FOR GIG HARBOR NORTH**

THIS FIRST AMENDMENT to the Preannexation Agreement is made and entered into this ___ day of December, 1999, by and between the City of Gig Harbor, a non-charter, optional municipal code city organized under the laws of the State of Washington (hereinafter the "City"); Pope Resources, a Delaware Limited Partnership (hereinafter "Pope"); Tucci & Sons, Inc., a Washington corporation (hereinafter "Tucci"); and Logan International Corporation, a Washington corporation (hereinafter "Logan"). Pope, Tucci and Logan are also referred to collectively as the "Owners."

WHEREAS, the parties entered into the Preannexation Agreement on September 23, 1996, which was recorded under Pierce County Auditor's Number 970404094, (hereinafter the "Preannexation Agreement"); and

WHEREAS, Logan will begin construction of water transmission facilities in the general vicinity of Swede Hill Interchange/Burnham Drive, as shown in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Logan has agreed to construct and dedicate these water transmission facilities to the City on or before six years from the anniversary date of the execution of the First Amendment; and

WHEREAS, the water transmission facilities shown on Exhibit A are not required by the Pre-Annexation Agreement and will be a public benefit to the City of Gig Harbor; and

NOW, THEREFORE, in consideration of the above promises and the mutual covenants and agreements contained herein, as well as other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Effect of this First Amendment. This First Amendment modifies the Preannexation Agreement only as set forth in Section 2 herein. None of the remaining provisions of the Preannexation Agreement are affected or modified by this First Amendment, and the Preannexation Agreement shall remain in full force and effect.

Section 2. Amendment to Section 3(A)(i) of the Preannexation Agreement. Section 3(A)(i) of the Preannexation Agreement shall be amended as follows:

3. Public Facilities.

A. Water Transmission Main and Storage Tank.

(i) The Owners agree to provide water storage and transmission facilities sufficient in

size and design to accommodate the demands of development of the property. The City agrees to provide, consistent with its regulations and ordinances in place at the time of demand, water supply and water facilities which, in conjunction with these facilities provided by the Owner, will be sufficient to serve the Property. Construction of water transmission and storage facilities as necessary to serve the development on the Property, or the portion of the Property actually proposed to be developed from time to time shall occur before issuance of any building permit for the Property, or portion thereof.

With regard to Logan only, the City agrees to provide 25,000 gallons per day of existing City water storage. At the point where Logan requests the city to provide water storage in excess of 25,000 gallons per day, Logan agrees to construct the water storage and transmission facilities required by paragraph 3(A)(i) above. Logan understands and fully acknowledges that its construction of the above described water storage and transmission facilities shall occur prior to issuance of any building permit for the Property, or portion thereof.

The City has agreed to allow Logan the 25,000 gallons per day of existing City water storage in consideration of Logan's construction and dedication of the water transmission facilities identified in Exhibit A on or before the issuance of any building permit for the Property or portion thereof. Logan understands and fully acknowledges that if the City performs under this condition and Logan does not construct and dedicate the water transmission facilities described in Exhibit A prior to the issuance of any building permit for the Property or portion thereof, that the City may use any and all remedies available to it to enforce this First Amendment and/or Preannexation Agreement, including, but not limited to, terminating all water service to the properties provided with water under this paragraph.

The remainder of Section 3(A) shall remain in full force and effect.

Section 3. The Property subject to this First Amendment is the Logan Property, legally described in Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. This First Amendment, read together with the Preannexation Agreement (and all exhibits incorporated therein), represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

Section 5. This First Amendment shall be filed for recording with the Pierce County Auditor's Office at the expense of the Owners, and shall constitute a covenant running with the land described in Exhibit B. This First Amendment shall be binding on the parties, their heirs, assigns and legal representatives.

Section 6. If any provision of this First Amendment is determined to be invalid by a court of competent jurisdiction, the remainder of the First Amendment or the Preannexation Agreement shall not be affected.

CITY OF GIG HARBOR

OWNERS:

By _____
Mayor

By: _____
Pope Resources

Dated: _____

Dated: _____

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 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: _____

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 Pope Resources, 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: _____

OWNERS:

By: _____
Tucci & Sons, Inc.

Dated: _____

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 Tucci & Sons, Inc., 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: _____

OWNERS:

By: _____
Logan International Corporation

Dated: _____

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 Logan International Corporation, 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: _____

EXHIBIT 'A'

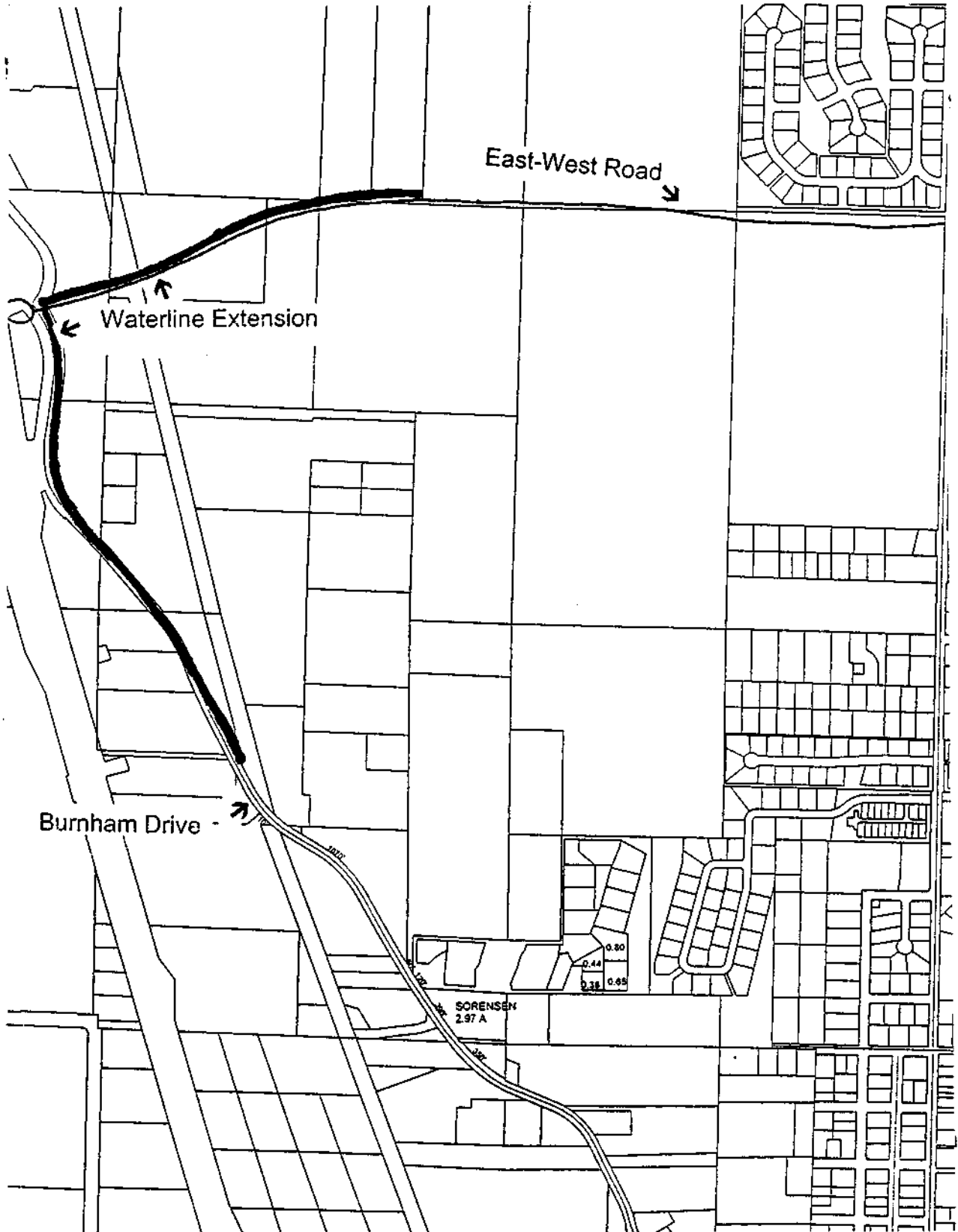


EXHIBIT 'B'

LEGAL DESCRIPTION FOR
LOGAN INTERNATIONAL CORP.

GIG HARBOR 12 ACRES

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE
COUNTY, WASHINGTON.

EXCEPT PRIMARY STATE HIGHWAY NO 14.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR
STATE ROAD NO. 16 MP 8.34 TO MP 18.87 NARROWS BRIDGE TO OLYMPIC DRIVE,
AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S NO. 2397369.

ALSO EXCEPT GIG HARBOR - LONG BRANCH - PURDY - KITSAP COUNTY ROAD.
ALSO EXCEPT SEHMEL COUNTY ROAD.

IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 34 ACRES

The land referred to in this policy is situated in the State of Washington, County of Pierce and is
described as follows:

PARCEL "A":

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE
MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF TACOMA FOR
POWER TRANSMISSION LINE BY WARRANTY DEED RECORDED AUGUST 13, 1923
UNDER AUDITOR'S NO. 678953.

PARCEL "B":

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE
MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE EAST HALF OF THE EAST HALF THEREOF.

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST ON THE NORTH LINE THEREOF, A DISTANCE OF 54 FEET; THENCE SOUTH 14 049' EAST ON THE EAST LINE OF THAT CERTAIN PROPERTY CONVEYED TO THE CITY OF TACOMA BY WARRANTY DEED RECORDED JULY 14, 1923 UNDER AUDITOR'S NO. 675775, A DISTANCE OF 679 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE WEST ON SAID SOUTH LINE, A DISTANCE OF 238 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE NORTH ON SAID WEST LINE 666 FEET TO THE POINT OF BEGINNING.

PARCEL "C":

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 1 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 56.6 ACRES

PARCEL "A":

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, RUN THENCE NORTH ON SECTION LINE 792 FEET; THENCE SOUTH 14049' EAST 819 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE WEST ALONG THE SAME, 209 FEET TO THE POINT OF BEGINNING, CONVEYED TO THE CITY OF TACOMA, BY DEED RECORDED UNDER AUDITOR'S NO. 675729, RECORDS OF PIERCE COUNTY, WASHINGTON.

PARCEL "B",

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

PARCEL "C":

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: BOATING SAFETY PROGRAM AGREEMENT
DATE: NOVEMBER 29, 1999

INFORMATION/BACKGROUND

Pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis. A portion of these fees are distributed to counties providing approved boating safety programs. Under WAC 352-65-30, such counties are responsible for disbursing a portion of this funding to municipalities with approved boating safety programs. The WAC provides no set guidelines for distribution, other than to require "equitable" distribution of the funds. Gig Harbor has a state approved boating safety program and has received a portion of the state funding for the past five years. We are eligible for a portion of this funding for the 2000 budget year.

FISCAL IMPACTS

If we sign the agreement, we will receive our share of the funding, \$9,634.04. If we do not sign the agreement, we receive none of the state boating safety funds.

RECOMMENDATION

I recommend that Council authorize the Mayor to sign the Boating Safety Agreement as submitted.

**CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT**

This agreement, entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS, the COUNTY has an approved boating safety program; and

WHEREAS, the 1998 annual distribution of vessel registration fees in the amount of \$177,798.00 has been received by the COUNTY; and

WHEREAS, pursuant to WAC 352-65-30, the legislative authority of each county with an approved boating safety program will be responsible for equitable distributing funds allocated by the state treasurer to local jurisdictions with approved boating safety programs within the county; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the COUNTY and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the CITY has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the COUNTY; and

WHEREAS, the COUNTY and the CITY desire to enter into a cooperative agreement;

NOW, THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356-65-040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.

3. The City agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by State Parks. Additionally, in accordance with WAC 352-65-060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State Parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$9,634.04. The County agrees to deliver to the City a Treasurer's check in that amount.
5. No changes or additions shall be made to this Agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
6. The laws of the State of Washington shall govern this contract. The parties stipulate that any lawsuit regarding this contract must be brought in Pierce County, Washington.
7. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provision of this Agreement shall remain in full force and effect.
8. This Agreement shall take effect upon the signature of both parties and shall remain in effect until September 1, 2000 unless sooner extended by written agreement of the parties.

GIG HARBOR:

Signature _____

Date _____

PIERCE COUNTY:

Pierce County Sheriff

Prosecuting Attorney

Budget & Finance

Exec. Dir of Public Safety



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER MB
SUBJECT: CONTRACT FOR SPECIALIZED POLICE SERVICES
DATE: NOVEMBER 23, 1999

INFORMATION/BACKGROUND

Approximately three years ago the Pierce County Sheriff announced that his office would begin charging for providing certain police services. These are services which had been provided to municipalities under the mutual aid agreement prior to this decision.

A number of the cities in the county have worked cooperatively to address the areas of need, and we have made significant progress in filling the void left by the county. I believe that in most instances we will be able to receive specialized service assistance from participating member agencies of the Cooperating Cities Policing Teams.

With that in mind, I also believe that in order to place the city in the best posture of preparedness, we should seriously consider signing a contract for some of the PCSO services. My hope is to not use these services, but I would be remiss in my responsibilities if I did not suggest that the city ensure response by adding the PCSO resources to our inventory. In essence, I see this as an in-place insurance policy that would only require premium payment upon actual use.

While the decision to secure this contract, and the manner in which we make payment is strictly a policy decision, I recommend using the per incident pricing so that we would bear no costs unless the services are actually utilized. I believe the services for which we should contract are K-9, Methamphetamine Team, and SWAT, but Council may wish to consider other services as well.

FISCAL IMPACTS

Attached is a listing of the 1999 rates for PCSO specialized services. I have also included the protocols for each service. These should be considered when deciding what types of service, and which payment method, we will choose. The terms of the protocols may have significant impacts on actual costs. We have anticipated some PCSO charges in the 2000 budget.

RECOMMENDATION

I recommend that the Council approve the Mayor to enter into contracts with the Pierce County Sheriff's Office for the provision of K-9, Methamphetamine Team, and SWAT services. I further recommend that the contracts specify the per incident charging scheme.

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
CITY OF**

1. **DATE AND PARTIES:** This agreement is dated this ____ day of _____, 1999, and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington.
2. **AUTHORITY FOR AGREEMENT:** This agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in RCW 39.34.080, as currently enacted or as amended in the future.
3. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Gig Harbor, the City of Gig Harbor is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The city recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.
4. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the following areas of service as may be required within the City of Gig Harbor.
 - 1) Criminal Investigations
 - 2) Canine (K-9), Pierce County K-9 only
 - 3) Hazardous Devices (Bomb Squad)
 - 4) Clandestine Laboratory (Meth Labs)
 - 5) Air Operations
 - 6) Special Weapons and Tactics (SWAT)
 - 7) Marine Services Unit/Dive Team
 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

5. DUTIES/RESPONSIBILITIES OF CITY:

- a. To provide a contact person of command level to act as liaison between the two contracting agencies.
- b. To provide traffic control or other perimeter security as may be required.
- c. To provide schematics, floor plans or other items of information which may be required as part of a response.
- d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- e. To provide reimbursement hereunder for the services rendered.

6. JOINT RESPONSIBILITIES:

- a. To provide joint law enforcement response as necessary to keep and restore the peace.
- b. To timely complete and submit all necessary reports, documents and other needed information for any law enforcement or prosecution need.
- c. To mutually cooperate to assure the success of any and all law enforcement missions.

7. PAYMENT:

The City shall reimburse the County in any of the following fashions:

- a) **Per Capita Payment:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b) **Cost Per Response:** The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended (example: 3 hours of Air Operations time would be \$320 per hour x 3 hours = 960). Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter.

If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours).

c. Mixed Costing:

The city shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.

- d. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing paragraph.

SERVICE	COST PER RESPONSE	PER CAPITA
Air	n/a	n/a
Hazardous Devices	n/a	n/a
SWAT	\$3,210	n/a
Methamphetamine	\$609	n/a
K-9	\$67/hr (2 hr. minimum)	n/a
Major Crime	n/a	n/a
Marine/Scuba	n/a	n/a

8. SERVICE DESCRIPTIONS:

- a. **Major Crime Investigation Services:** Investigative services are those which consist of general criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, fraud, theft, burglary, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

- b. **Canine (K-9 Services):**
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.
- c. **Hazardous Devices (Bomb Squad):**
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.

- d. **Clandestine Laboratory Team (Meth Lab):**
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous material.
 - e. **Air Operations.** This response shall assure an aircraft (fixed wing or rotating) with trained pilot and observer to assure response commiserates with the call.
 - f. **Special Weapons and Tactics (SWAT):** This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.
 - g. **Forensic Investigator:** This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
 - h. **Internal Affairs Investigations:** This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.
 - i. **Marine Services/SCUBA:**
This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.
9. **INDEMNITY AND HOLD HARMLESS:**
The County shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or

validity of any such CITY ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any: cause, claim, suit, action or administrative proceeding is commenced which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney's fees.

10. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
11. **MERGER:** This agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.
12. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING. It shall be extended automatically for an additional one- (1) year period on the anniversary date unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
13. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in a separate Memorandum of Understanding which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.
14. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees

shall remain under the supervisory control of the County, although the CITY may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

COUNTY OF PIERCE

CITY OF GIG HARBOR

Pierce County Executive

Mayor

Pierce County Sheriff

Protocols for Purchase, Mobilization and Use of Pierce County Sheriff's Department Specialized Services

Preface

The following set of protocols describes guidelines and conditions for the operation of interlocal agreements between the Pierce County Sheriff's Department and municipal jurisdictions for the provision of specialized services effective January 1, 1998.

For those agencies not entering into an interlocal agreement with Pierce County, after January 1, 1998, the Pierce County Sheriff's Department will evaluate requests for certain services including, but not limited to, Air Operations, Hazardous Device Team, SWAT, Methamphetamine Team, K-9, Major Investigations and Marine Services/SCUBA on a case-by-case basis. Resources available, budget and service demand will figure into the evaluation. After the evaluation, the Department may or may not be able to provide services requested; or may do so in a way, or at a level different from in the past.

For those agencies entering into an interlocal agreement for services, the Pierce County Sheriff's Department will guarantee a minimum level of service after January 1, 1998. As part of the agreement, participating agencies will be required to pay for services.

Agencies participating in a "metro" county-wide unit or mutually participating directly with the Pierce County Sheriff's Department in providing the listed services will not be subject to charges for services rendered in the areas in which they participate. For example, agencies with members on the Methamphetamine Lab Team would not be charged for lab team services; and agencies which belong to the Metro K-9 Unit would not be charged for K-9 services. Agencies will, however, be charged for those services in which they do not have a participating representative if they enter into an interlocal agreement.

Costing

The costing formula for use in interlocal agreements for specialized services is provided below.

Pierce County Sheriff's Department 1998 Rates - Specialized Services

<u>SERVICE</u>	<u>COST PER RESPONSE</u>	<u>COST PER CAPITA</u>
Air Operations	\$ 320 per flight hour	\$.11
Hazardous Devices	\$ 152 per incident	\$.02
SWAT	\$3,120 per incident	\$.09
Methamphetamine Team	\$592 per incident	\$.10
K-9 (Charges only apply for Pierce County K-9 dogs applied in non-Metro K-9 participating cities.)	\$65 per hour (2 Hr. Minimum)	\$.98
Major Crime Investigations		
Detective	\$55/hour (2 hr. minimum)	\$.50
Forensic Officer	\$40/hour (2 hr. minimum)	
Marine Services/SCUBA	\$55/hour (2 hr. minimum)	\$.03
	Total	\$1.83

Agencies can opt for one of three approaches to payment.

- * Cost per capita payment for any one or all of the services listed.
- * Cost per response payment for any one or all of the services listed.
- * Cost per capita payment for some services and cost per response for others.

This approach allows for a menu of services to be chosen which maximize flexibility for agencies contracting with Pierce County Sheriff's Department.

Additional specialized services (e.g. internal investigation, polygraph) may be obtained based on

independent agency contact with the Pierce County Sheriff's Department.

Mobilization

The specialized services offered under these protocols will be provided to the jurisdictions with interlocal agreements in the same manner as provided within unincorporated county areas. That is, when mobilization is requested, members of special services teams are contacted. Each Unit evaluates and decides whether to deploy. Deployment is based upon appropriateness of the application as well as availability of personnel. In the case of conflicting demands, the Sheriff shall have the final decision for deployment.

Protocols Air Operations

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a Air Operations response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Air Operations supervisor/Pilot determines, based on information received and other conditions (e.g. weather), that mobilization would create undo danger or not serve as a bonafide law enforcement purpose related to standard use of Air Operations Unit.

2. Mobilization

The Air Operations Unit supervisor/pilot shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Air Operations Supervisor/Pilot shall have the sole authority to determine if a deployment is no longer productive or if the deployment becomes dangerous to pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police or his/her designee. The Chief of Police or his/her designee may likewise make the decision to terminate the deployment of the Air Operations and may do so irrespective of reason.

4. Command

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The supervisor of the Air Operations Unit/Pilot or another person in command shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Air Operations Unit shall be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquires during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

Protocols Hazardous Devices Unit

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor/deputy determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bonafide law enforcement purpose related to standard use of the Hazardous Devices Unit.

2. Mobilization

The Hazardous Devices Unit supervisor/pilot shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Hazardous Devices Supervisor/Pilot shall have the sole authority to determine the nature, size, duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The supervisor of the Hazardous Devices Unit/Pilot or another person in command shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit (e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquires during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

Protocols

SWAT

1. Command

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police or his/or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

2. Command Post

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police or his/her designee.

3. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

4. Mobilization

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

5. Authority for Stand down/Mobilization

The SWAT Commander shall have the sole authority to determine issues of Stand down or demobilization; provided, however that the Chief of Police or his/her designee shall have the authority to require the discontinuance of the SWAT response.

6. Community Liaison

The Pierce County Sheriff's Department and the city police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g., damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff's Department. The city shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests that the Sheriff Department press Information Officer will continue as liaison.

Protocols Methamphetamine Team

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a Methamphetamine Team response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Methamphetamine Team supervisor/deputy determines, based on information received and other conditions (e.g. extreme contamination), that mobilization would create undo danger or not serve as a bonafide law enforcement purpose related to standard use of the Methamphetamine Team.

2. Mobilization

The Methamphetamine Team supervisor/deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Methamphetamine Team Supervisor/deputy shall have the sole authority to determine the nature, size, duration of any Methamphetamine Team mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Methamphetamine Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The supervisor of the Methamphetamine Team or another person in command shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage to property (e.g. related to entry, discharge of weapons, etc.) shall be the responsibility of the Pierce County Sheriff's Department. Costs of post investigation clean-up, contamination clean-up or responsibility for maintenance, protection or limiting access to contaminated property shall not be the responsibility of the Pierce County Sheriff's Department.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

Protocols

K-9

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a K-9 Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undo danger or not serve as a bonafide law enforcement purpose related to standard use of the K-9 Unit.

2. Mobilization

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency..

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to equipment and any injury to dog which occurs co-incident to the mobilization and deployment; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriff's Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquires during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

Protocols

Major Crime Investigations

Jurisdictions which choose the "per response" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

1. *Criteria for Mobilization*

The Chief of Police or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

2. *Mobilization*

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. *Authority for Stand-down/De-mobilization*

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police or his/her designee.

4. *Command*

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. *Information Available to Chief*

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the unit shall be the responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police.

8. Media

Media relations on major criminal investigations will be jointly handled by the Chief and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police or his/her designee.

Protocols Marine Services Unit

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a Marine Services Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or determines, based on information received and other conditions (e.g. weather), that mobilization would create undo danger or not serve as a bonafide law enforcement purpose related to standard use of the Marine Services Unit.

2. Mobilization

The Marine Services Unit supervisor or his/her designee, or senior dive team member, shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size, duration of any Marine Services Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Marine Services Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The supervisor of the Marine Services Unit or Dive Team supervisor shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Marine Services Unit shall be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquires during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

**Pierce County Sheriff Department
1999 Rates – Specialized Services**

Service	Cost Per Response	Cost per Capita
Air Operations	\$329 per flight hour	\$.113
Hazardous Devices	\$156 per incident	\$.031
SWAT	\$3,210 per incident	\$.093
Methamphetamine Team	\$609 per incident	\$.103
K-9* ¹	\$67/hr (2 hour minimum)	\$1.01
Major Crimes Investigation		
Detective	\$57/hour (3 hour minimum)	\$.51
Forensic Officer	\$41/hour (2 hour minimum)	\$.037
Marine/Scuba	\$57/hour (2 hour minimum)	\$.031
Total		\$2.251

¹*Charges only apply for Pierce County K-9 dogs applied in non-Metro K-9 participating cities.



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 RODENBACK *D/R*
DATE: DECEMBER 6, 1999
SUBJECT: AGREEMENT TO PERFORM LID ADMINISTRATION SERVICES

INTRODUCTION

The attached contract employs Public Finance Inc. to perform LID administration services for the City.

BACKGROUND

The City currently has 2 LID's outstanding. Both have 4 years remaining and a total of 51 current participants. Annual assessments are due in August and November. The current LID billing system provided by Eden Systems has proven unreliable and will not be supported beyond the current year.

Under this agreement Public Finance Inc. will perform LID assessment administration services, delinquency management and assessment segregation services. These services include database maintenance, annual billings, posting penalties, answering telephone inquiries and delinquency management.

FINANCIAL

This service falls under the \$1,000 threshold, and, therefore was not separately identified in the 1999 budget. There are available budgeted funds for this contract. This service will cost \$65 per month (\$780 per year).

RECOMMENDATION

Staff recommends approval of the attached contract.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PUBLIC FINANCE INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PUBLIC FINANCE INC. organized under the laws of the State of Washington, located and doing business at 17519 NE 137 Street, Redmond, Washington, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City Desires that the Consultant perform services necessary to provide the following consultant services

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services which is attached hereto as Exhibit A, and is 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 the fee schedule described in Exhibit B 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 prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

B. The Consultant shall submit quarterly invoices to the City for the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) 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 by both parties. The term of this Agreement shall be from January 1, 2000 through December 31, 2000, unless the agreement is terminated as described in section V, "TERMINATION." The agreement will be automatically be extended for additional one year terms unless one of the parties hereto gives written notice of termination in accordance with Section V of this agreement.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement with or without cause at any time prior to completion of the work described in Exhibit A. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its sub-contractors, 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, 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 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.

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

VIII. 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.

IX. Ownership and Use of Records and Documents

Original documents 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.

X. 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.

XI. 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.

XII. 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 Finance Director and

the City shall determine the term or provision's true intent or meaning. The City Finance 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 Finance 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.

XIII. 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

XIV. 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.

XV. 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.

XVI. 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 _____, 19__.

THE CITY OF Gig Harbor

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Public Finance Inc.
Rick M. Knopf
17519 NE 137th Street
Redmond, WA 98052-2182

Mr. David Rodenbach
Finance Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Assessment Administration

1. Convert assessment record and payment information from existing file sources and maintain the data in Public Finance, Inc. Windows-based software system. This information is readily available to city staff in electronic or printed form upon request.
2. Update real property ownership data each year. Regular database maintenance saves time and postage by reducing the number of returned billing statements.
3. Generate and mail billing statements to property owners each year until all assessments are paid in full. We will include a remittance coupon with each statement and enclose a pre-addressed return envelope to facilitate the prompt payment of installments.
4. Research and re-send all returned or undeliverable mail.
5. Provide a copy of the annual assessment roll for each LID showing the amount of principal, interest, overdue installments and penalties due on each account.
6. Payments will be collected by city staff or lock-box provider retained by the municipality. Receipts will be deposited directly into the appropriate account. At no time will Public Finance Inc. handle or have access to any LID funds.
7. Post payment transactions and report the allocation of principal, interest and penalty amounts for each payment.
8. Monitor the payment status of each account and post penalties following the end of the collection period each year.
9. Generate a quarterly report summarizing the overdue principal, interest and accrued penalties for each account.
10. Provide quarterly reports for each LID showing the original assessment for each active account, remaining principal balance, any overdue amounts and the amount required to pay the assessment in full.
11. Field telephone inquiries from property owners, title companies and other interested parties. Respond to written inquiries as requested.
12. Provide pre-payment quotes, amortization schedules, delinquency status and other information to property owners or other interested parties upon request.
13. Generate a trial balance report each quarter to confirm that assessment principal is accounted for and posted properly.
14. Generate annual balance reports and other documentation to fulfill audit requirements. Communicate with the State Auditor's Office as needed.

Delinquency Management (optional)

1. Send overdue notices to delinquent property owners in a timely manner. The longer the problem is ignored, the more difficult (and more expensive) it is to resolve. The combination of a lengthy court process, the sale process itself, **and a mandatory** two year redemption period means the city may not have access to the money for a *long* time. And if someone files for bankruptcy, collection can be delayed indefinitely.
2. With city staff approval, send a second notice to property owners who do not respond. The objective is not to pursue foreclosure, but to cure the delinquency.
3. If these efforts fail to produce a response, we will send a certified Notice of Intent to Foreclose as required by Section 35.50.030 of the *Revised Code of Washington*.
4. State law requires filing of foreclosure action whenever two installments are delinquent as of January 1 of any given year. All accounts with two delinquent installments as of January 1 of any given year will be turned over to the City Attorney's office prior to January 15 for commencement of foreclosure proceedings.

Assessment Segregations (optional)

1. Provide an application form to the property owner requesting the segregation.
2. Apportion the original assessment to each new parcel in accordance with the provisions of RCW 35.44.410 and the method of spread established when the original assessment roll was approved and confirmed by city ordinance.
3. Prepare all resolutions, maps, exhibits and other documentation required for approval of the segregation by council.
4. Create a memorandum package for the council agenda.
5. Make the required changes to the permanent LID assessment roll.

EXHIBIT B

CHARGES FOR SERVICES

Initial Set Up

There is a one-time charge of \$235 to offset the cost of setting up the assessment database, validating real property information and reconciling historical transaction data.

Assessment Administration

Monthly charges are calculated on the basis of \$25 per LID plus an account-servicing fee reflecting the actual number of assessments as indicated by the schedule below.

150 to 200 accounts	\$85 mo.
125 to 149 accounts	\$65 mo.
100 to 124 accounts	\$45 mo.
80 to 99 accounts	\$35 mo.
60 to 79 accounts	\$25 mo.
40 to 59 accounts	\$15 mo.
20 to 39 accounts	\$10 Mo.
Less than 19 accounts	\$5 mo.

> Example:	2 LIDs @ \$25 each	\$50
	51 total accounts (40-59 @ \$15)	<u>15</u>
	Total Monthly Fee	\$65

Delinquency Management (optional)

These services will be provided only upon request by city staff. RCW35.50.040 provides for the full recovery of all such costs through the foreclosure process.

• First Notice of Overdue Account (per account)	\$15
• Second Notice of Overdue Account (per account)	\$15
• Notice of Intent to Foreclose (per account)	\$45

Assessment Segregations (optional)

These services are provided upon request. All fees are collected by the City of Gig Harbor in advance directly from the property owner as a condition of map approval.

• Less than six (6) new assessments	\$850 flat fee
• Six (6) or more new assessments	\$1,000 base fee
	<i>plus \$25 per parcel over 10 parcels</i>

The fee structure presented above includes all incidental expenses except postage, county processing fees and any outside printing costs. All such expenses will be passed through at actual

cost. Any future increase in these fees is limited to an annual increase which shall not be more than the annual percentage change in the *Average Wage Earners and Clerical Workers Consumer Price Index for Seattle Tacoma* as published by the U.S. Department of Labor. The City will be notified in writing prior to any fee increase.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: WSDOT OVERHEAD AGREEMENT
DATE: DECEMBER 5, 1999

INTRODUCTION/BACKGROUND

Many services such as maintenance activities, construction inspection, and plan review are performed by the Washington State Department of Transportation (WSDOT) to assist the City. In each of these examples the City is billed for WSDOT time plus a calculated overhead. In an effort to reduce costs between agencies, WSDOT has presented an agreement to the City that will eliminate overhead costs when work has been performed for each other.

POLICY CONSIDERATIONS

No policy currently exists which would preclude the City from entering into this agreement.

The agreement includes language that allows either party to terminate this agreement by notifying the other party of the termination 12-months prior to the date of termination.

FISCAL CONSIDERATIONS

This agreement will reduce the cost to the City when utilizing the services of the Washington State Department of Transportation for various activities.

RECOMMENDATION

I recommend that the proposed agreement, as presented, be approved by the City Council.

RECIPROCATING AGREEMENT FOR OVERHEAD CHARGES

OH-00206

This agreement, made and entered into the _____ day of _____, 19_____, by and between the Washington State Department of Transportation herein after called (WSDOT) and the City of Gig Harbor, herein after called the (AGENCY).

WHEREAS, WSDOT at times performs work for the AGENCY and the AGENCY at times performs work for WSDOT.

NOW THEREFORE, in consideration of the promises, conditions, and performances set forth below, the parties agree as follows:

WSDOT and the AGENCY agree not to charge each other for overhead costs when performing work or services for the other.

Either party may terminate this AGREEMENTS by notifying the other party of the termination 12 months prior to the date of termination.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT as of the day and year last written below.

Agency: City of Gig Harbor

Washington State
Department of Transportation

By: _____

By: Helga Morgenstern _____

(Signature)

(Signature)

Title: _____

Title: Assistant Secretary,
Finance & Administration
Service Center

Date: _____

Date: _____



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *D.R.S.*
SUBJECT: FIRST READING
- AMENDMENT TO CHAPTER 12.02 GHMC
- ENCROACHMENT PERMIT
DATE: DECEMBER 6, 1999

INTRODUCTION/BACKGROUND

The City currently has two defined permits for activities within the City's right-of-way. The first is the Right of Way Use Permit, as defined in Chapter 12.02 of the Gig Harbor Municipal Code (GHMC), "no person shall use any public right-of-way, street, sidewalk, or other public place without a right-of-way use permit. The term "use" means to construct, erect, place or maintain in, on, over or under any public right-of-way, street, sidewalk or other similar public place, any fence and scaffolding or objects for commercial use."

The second permit as defined in the Public Works Standards, Section 1.080-B-3 Encroachment Permit, is required for any work within the right-of-way, such work may include utilities work, lane closures, driveways, curbs, sidewalks, and haul routes. Permission to temporarily close a street or a portion thereof for construction activities or special events is obtained through an Encroachment Permit.

Because the current definition of the existing Right-of-Way Use Permit limits the use to only those activities for commercial use, it is recommended that the City amend Chapter 12.02 of the GHMC to conform to the Encroachment Permit as defined in the Public Works Standards. The revised section will provide the City with one complete application process for all forms of activities that occur within the public rights-of-way.

POLICY CONSIDERATIONS

The Public Works Department has created an Encroachment Permit Application form for applicants requesting authorization to perform any work within the public right-of-way.

FISCAL CONSIDERATIONS

The fees collected for the processing of this permit will offset the administrative costs associated with the review of the permit.

RECOMMENDATION

I recommend that the proposed ordinance, as presented or as amended, be approved by the City Council at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PRIVATE USES OF PUBLIC STREETS, ROADS AND RIGHTS-OF-WAY, CHANGING THE NAME OF THE PERMIT GRANTED BY THE CITY FOR SUCH PRIVATE USES FROM "RIGHT-OF-WAY USE PERMIT" TO "ENCROACHMENT PERMIT," CLARIFYING THE PROCEDURES FOR REVOCATION TO ALLOW THE PUBLIC WORKS DIRECTOR TO REVOKE AN ENCROACHMENT PERMIT UPON 30 DAYS' NOTICE TO THE PERMITEE IN SITUATIONS WHERE THE PUBLIC STREET, ROAD AND/OR RIGHT-OF-WAY IS NEEDED FOR A PUBLIC USE; ELIMINATING AN EXPIRED TIME FRAME FOR PROPERTY OWNERS TO OBTAIN ENCROACHMENT PERMITS BEFORE 1997; AND DESCRIBING THE CITY'S ALTERNATE REMEDIES FOR ENFORCEMENT; AMENDING SECTIONS 12.02.010, 12.02.020, 12.02.030, 12.02.040, 12.02.050 AND 12.02.070 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City desires to change the name of the permit granted under Chapter 12.02 of the Gig Harbor Municipal Code from a "right-of-way use permit" to an "encroachment permit"; and

WHEREAS, the current code provision on the subject of revocation of this permit upon 30 days' notice contains a typo; and

WHEREAS, Section 12.02.070 GHMC contains a deadline for property owners to apply for encroachment permits prior to 1997 and is no longer needed; and

WHEREAS, Section 12.02.050 should state that the City has alternate remedies for enforcement, including, but not limited to, abatement of a nuisance;

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

Section 1. Section 12.02.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.010 Permit Required. No person shall use any public right of way, street, sidewalk, or other public place without a right of way use permit. The term "use" means to construct, erect, place or maintain in, on, over or under any public right of way, street, sidewalk or other similar public place, any fence, and scaffolding or objects for commercial uses. Before any person, firm or corporation shall commence or permit any other person, firm or corporation to commence any work to grade, pave, level, alter, construct, repair, remove, excavate or place any pavement, sidewalk, crosswalk, curb, driveway, gutter, drain, sewer, water, conduit, tank, vault, street banner or any other structure, utility or improvement located over, under or upon any public right-of-way or easement in the City of Gig Harbor, or place any structure, building, barricade, material, earth, gravel, rock, debris or any other material or thing tending to obstruct, damage, disturb, occupy, or interfere with the free use thereof or any improvement situated therein, or cause a dangerous condition, an Encroachment Permit shall be obtained. A separate permit shall be obtained for each separate project.

In the case of work contracted for by the Department of Public Works, the signing of the contract shall constitute an Encroachment Permit.

Section 2. Section 12.02.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

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

Section 3. Section 12.02.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.030 Issuance of Permit. All permits shall be issued by the Director of Public Works, or the Director's designee. The permit is not subject to the requirements in Title 19 GHMC, and may be issued to the applicant if all requirements deemed relevant by the Director of Public Works are met. Requirements shall include, but are not limited, to the following:

* * *

E. During all periods of use for encroachment ~~temporary and commercial~~ permits, the applicant shall maintain public liability and property damage insurance acceptable to the City and/or other insurance necessary to protect the public and the City on premises to be used unless waived by the Director of Public Works. The limits of said insurance shall be established by the Director of Public Works. A certificate evidencing the existence of said insurance or, upon written request of the Director of Public Works, a duplicate copy of the policy shall be provided to the City as evidence of the existence of the insurance protection. Said insurance shall not be cancelable or reduced without prior written notice to the City, not less than thirty (30) days in advance of the cancellation or alteration. Said insurance shall name the City as a named or additional insured and shall be primary as to any other insurance available to the City.

* * *

Section 4. Section 12.02.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.040 Term of Permit Notwithstanding the provisions of Section 12.02.050 - Revocation, ~~Right of Way Use~~ Encroachment permits shall be issued for varying terms, at

the discretion of the Director of Public Works and as generally set forth below:

- A. ~~Right of Way Encroachment - Residential~~ issued for construction of any fence or retaining wall ~~shall be~~ are valid indefinitely unless revoked under Section 12.02.050. Any other non-commercial use of the public right-of-way will require an ~~Right of Way Encroachment~~ permit issued under the same terms as described under ~~Right of Way Encroachment~~ Permit - Commercial (paragraph B.)
- B. ~~Right of Way Encroachment Permit - Commercial~~ issued for any use of the right-of-way (as defined in Section 12.02.010) in connection with the operation of a business in the City of Gig Harbor, ~~shall be~~ are valid for a period of twelve months from the date of approval. Property owners may make application to renew the ~~Right of Way encroachment~~ permit upon permit expiration.
- C. ~~Right of Way Encroachment Permit - Temporary~~ issued to property owners for uses of the right-of-way of a temporary nature and which involves the obstruction of a portion of a public sidewalk or other walkway, ~~shall be~~ are valid issued for a period not to exceed thirty (30) days. Property owners may make application to renew the ~~Right of Way encroachment~~ permit upon expiration.

Section 5 Section 12.02.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.050 Revocation.

- A. All permits issued pursuant to this chapter shall be temporary, shall vest no permanent right in the applicant, and may be revoked by the Director of Public Works as follows: upon the occurrence of any of the following
 - 1. Immediate revocation in the event of a violation of any of the terms and conditions of the permit;
 - 2. Immediate revocation, in the event such use, structure or obstruction becomes, for any reason, dangerous or any structure or obstruction permitted becomes insecure or unsafe;
 - 3. Upon thirty (30) days notice if the permit is ~~not otherwise for a specified period of time~~ revoked for any reason and is not covered that is not covered by the preceding subsections, including, but not limited to, the City's desire to make public use of the road, street, public right-of-way or other public place subject to an existing permit.
- B. If any use or occupancy for which the permit has been revoked is not immediately discontinued, the Director of Public Works may remove any such structure or obstruction or cause to be made to such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, the cost and expense of which shall be assessed against the permittee, including all fees, costs, and expenses incurred, including attorneys fees associated with the enforcement of or collection of the same. The City may enforce this

chapter in any manner provided by law, including the abatement of public nuisances.

Section 6. Section 12.02.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Section 12.02.070 Existing Uses.

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

Section 7. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. This ordinance shall take effect and be in full force five days after publication of an approved summary, which is attached hereto.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
Carol A. Morris

ATTEST:

BY: _____
Molly Towslee, City Clerk

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

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PRIVATE USES OF PUBLIC STREETS, ROADS AND RIGHTS-OF-WAY, CHANGING THE NAME OF THE PERMIT GRANTED BY THE CITY FOR SUCH PRIVATE USES FROM "RIGHT-OF-WAY USE PERMIT" TO "ENCROACHMENT PERMIT," CLARIFYING THE PROCEDURES FOR REVOCATION TO ALLOW THE PUBLIC WORKS DIRECTOR TO REVOKE AN ENCROACHMENT PERMIT UPON 30 DAYS' NOTICE TO THE PERMITEE IN SITUATIONS WHERE THE PUBLIC STREET, ROAD AND/OR RIGHT-OF-WAY IS NEEDED FOR A PUBLIC USE; ELIMINATING AN EXPIRED TIME FRAME FOR PROPERTY OWNERS TO OBTAIN ENCROACHMENT PERMITS BEFORE 1997; AND DESCRIBING THE CITY'S ALTERNATE REMEDIES FOR ENFORCEMENT; AMENDING SECTIONS 12.02.010, 12.02.020, 12.02.030, 12.02.040, 12.02.050 AND 12.02.070 OF THE GIG HARBOR MUNICIPAL CODE.

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

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

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

BY: _____
Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY
SUBJECT: COURT CONSOLIDATION - DRAFT INTERLOCAL AGREEMENT
DATE: DECEMBER 8, 1999

INFORMATION/BACKGROUND

Pierce County has provided the City with a draft interlocal agreement for the purpose of consolidating the City's municipal court and the County's district court. This agreement contemplates that the City will first petition the County for the creation of a municipal department of the district court. Once the County allows the municipal department to be created, the parties can execute an interlocal agreement for consolidation. I will be providing a flowchart at the next Council meeting to describe the process and show the suggested timeframes for accomplishing each task.

CITY ATTORNEY COMMENTS

We are presenting this interlocal agreement at this time so that you can voice any objections you may have regarding the terms of the agreement and the proposed process. The following are my general comments on the attached draft:

1. Repeal of RCW's Incorporated by Reference in City's Code. As you know, the City's criminal code is primarily comprised of state law, adopted and incorporated into the City's criminal code by reference. In our initial negotiations with Pierce County, the County asked the City to repeal its criminal code. The County has drafted this interlocal so that the City would be required to repeal those sections of the City's criminal code that incorporate state law by reference. Under the interlocal, the County prosecutor's office would prosecute the state law on behalf of the City. The City would keep (and could adopt) other criminal code provisions that are unique to Gig Harbor.

The remaining criminal code provisions in the City's code would be enforced by the City's prosecutor. Dave Rodenbach is currently compiling statistics on the number of criminal code provisions that would be solely enforced by the City's prosecutor under this interlocal, so that we can present an accurate picture of the associated costs. (We assume that the City prosecutor could file these cases in the district court, but this would have to be clarified, as it does not appear to be consistent with the language in the first paragraph of page 2.)

2. Level of Service. In this draft of the interlocal, as in previous drafts provided to City Pierce County, the County promises to "provide court services to the City at the same level as the County provides for the same types of cases originating in unincorporated Pierce County served by District Court No. 2." (Draft interlocal, Sec. 2.1, p.2.) This means that no particular level of service is assured, and that the County will have at all times, the ability to unilaterally decide the level of court services it will

provide under this interlocal. In addition, the County has the ability to unilaterally decide what probation and domestic violence advocacy services "are necessary and appropriate." (Section 2.1.1, p. 2.)

3. City Prosecutor's Role. As stated in Section 2.2 on page 3, the County will consider the City's input with regard to prosecution on particular case. However, if the City believes that a case should be prosecuted, and the County does not, the County still may decide not to prosecute at all. If the County decides not to prosecute a case that the City wants to prosecute, the parties will be required to enter into an agreement to designate the City prosecutor as a County deputy prosecuting attorney on that particular case.

4. Termination. The County has inserted a termination date of January 1, 2004. (Section 8, p. 5.) As the interlocal is written, the City would not be able to terminate at all prior to January 1, 2004. This is an arbitrary date chosen by the County. There are two issues here: (1) the date that the parties could terminate the agreement (if the Mayor and Council would like to consider a date other than January 1, 2004); and (2) clarification of the fact that after the termination date, the parties could terminate the interlocal, with or without cause, probably with some notice to the other party.

5. Indemnification. Most of the indemnification section in this interlocal is unnecessary, given the fact that the County has required as a condition of the interlocal, that the City repeal all of its ordinances incorporating any state laws by reference, and the fact that the County will not be prosecuting any City ordinances. Thus, there is no need to have any indemnification sections relating to the situation where the County may have liability as a result of the "existence or effect of City ordinances, rules, regulations, resolutions, customs, policies or practices." In other words, if the County is not enforcing, practicing, adopting, implementing or prosecuting any City ordinances, rules, regulations or ordinances, most of this indemnification section is unnecessary. In addition, there is no need at all for the reciprocal indemnification section requiring the County to indemnify the City for the "existence or effect of County ordinances, rules, regulations, resolutions, customs, policies or practices," because the City will not be enforcing, practicing, adopting, implementing, or prosecuting any County ordinances, rules, regulations or ordinances.

The reason I recommend that the unnecessary language be omitted is so that there is no confusion at all over the issue whether the County's enforcement of state law on behalf of the City could be construed as the County's enforcement of the "City's ordinances." If the County doesn't intend to consider this language in the indemnification section to cover state law as if it were the "City's ordinances," an amendment should be no problem.

Keep in mind that the County would like to have a separate interlocal agreement for the County to be given the authority to enforce the City's ordinances (and this situation would arise when a state law violation had to be prosecuted in conjunction with a violation of City ordinance). The County would also like to have a separate agreement for the City prosecutor to enforce state law on behalf of the City (again, in conjunction

with a violation of both state law and City ordinance that could not be prosecuted separately).

RECOMMENDATION

At this point in time, the City staff merely presents this draft interlocal to find out whether the Mayor and Council would like us to proceed further in our negotiations with the County on this Court consolidation issue, and which of the above issues should be further negotiated.



Pierce County

Budget and Finance Department

615 South 9th Street, Suite 100
Tacoma, Washington 98405-4673
(253) 798-7450 • FAX (253) 798-6699

PATRICK KENNEY
Executive Director of Administration

RECEIVED

NOV 15 1999

November 10, 1999

CITY OF GIG HARBOR

Mark Hoppen, City Administrator
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Mark
Dear Mr. Hoppen:

Attached is the latest draft of a proposed contract between the City of Gig Harbor and Pierce County regarding the provision of Court Services by District Court No. 2. I believe that it satisfactorily addresses the many issues which have arisen in our recent discussions. Please review with appropriate staff and feel free to call us for questions and/or to set-up a meeting for further discussion if necessary.

In addition to this Agreement, it will be necessary for the Redistricting Committee to meet and approve the creation of a municipal division of District Court No. 2. I am personally not familiar with the procedures necessary to cause this to happen. However, it is my understanding that your staff is making inquiries with the Prosecutor's Office regarding this matter.

Sincerely,

Patrick Kenney,
Executive Director of Administration

cc: C. Quinn-Brintnall
T. Farrow
C. Robbins
K. Matthews
D. Rodenbach

Accounting • Budget
Revenue • General Services
Purchasing • Fleet

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Printed on recycled paper

Draft

**INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND CITY OF GIG HARBOR
RELATING TO DISTRICT COURT, PROSECUTION
AND ASSIGNED COUNSEL SERVICES**

THIS INTERLOCAL AGREEMENT is entered into this day by and between Pierce County, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the City of Gig Harbor, a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the CITY currently operates a municipal court to process municipal code violations occurring within the City limits; and

WHEREAS, the COUNTY operates Pierce County District Court No. 2 which is a full time district court that serves all of Pierce County lying west of the Narrows Bridge and to the Kitsap and Mason County lines; and

WHEREAS, the CITY has determined that, given the number of cases filed within the CITY and the costs involved with operating a separate municipal court, it is more cost effective to consolidate municipal and district court functions by creating a municipal department of the Pierce County District Court and to enter into an Interlocal Agreement which will document the terms of the consolidation, and

WHEREAS, the CITY has agreed to repeal those portions of its code duplicative of the identical provisions in the Revised Code of Washington (RCW), and

WHEREAS, the CITY and COUNTY have mutually considered anticipated costs of services, as well as anticipated and potential revenues to fund the services, including fines and fees; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to memorialize the

agreement reached between the CITY and the COUNTY regarding the consolidation of municipal and district court resources in the creation of a municipal department of Pierce County District Court. It is the purpose of this agreement that court, prosecution, and assigned counsel services on all violations of the Revised Code of Washington occurring within the CITY's limits, will be provided by Pierce County District Court No. 2. As a condition precedent to this agreement, the City will comply with RCW 3.46.040 to create a Municipal Department of District Court No. 2. This agreement will take effect upon adoption of the redistricting plan by the Pierce County Council.

SECTION 2. COUNTY SERVICES TO BE PROVIDED.

2.1 Pierce County District Court No. 2. Pierce County District Court No. 2 shall provide court services for all violations of the Revised Code of Washington occurring within the CITY's limits. The COUNTY shall provide court services to the CITY at the same level as the COUNTY provides for the same types of cases originating in unincorporated Pierce County served by District Court No. 2.

2.1.1 Municipal Cases. The term "municipal cases" shall include all cases alleging violations of the Gig Harbor Municipal Code (GHMC) as amended in accordance with this agreement, occurring within the CITY and filed with District Court #2.

2.1.2 Municipal Court Services. The term "municipal court services" shall include: the filing, processing, adjudication, penalty enforcement and appeal processing for all traffic infractions filed in District Court No. 2, and the filing, prosecution, adjudication, sentencing, post sentencing and appeal processing for all criminal cases filed in District Court No. 2 and any and all other court functions provided by law as they relate to municipal cases filed by the CITY in District Court No. 2. The COUNTY shall provide all necessary judicial clerical personnel to perform such services in a timely manner as required by law and court rule, and shall also provide probation and domestic violence advocacy services as necessary and appropriate.

- 2.2 District Court Prosecution. The Pierce County Prosecuting Attorney's Office shall provide sufficient personnel to provide prosecution services for criminal traffic and criminal non-traffic, misdemeanor and gross misdemeanor cases filed with District Court No. 2.

All violations of the Revised Code of Washington alleged to have occurred within the limits of the City of Gig Harbor are covered by this Agreement and shall be reviewed, filed and prosecuted by the Office of the Pierce County Prosecutor. The City Attorney may indicate an interest in a particular CITY case or express an opinion about a proposed disposition. The office of the Prosecuting Attorney shall consider such interest or opinion, but shall retain sole discretion to prosecute the case in a manner it deems appropriate.

Cases involving violations of the Municipal Code of the City of Gig Harbor may be prosecuted by the City Attorney.

- 2.3 Assigned Counsel. The Pierce County Department of Assigned Counsel shall assign personnel to provide legal counsel services to persons accused of committing offenses within the municipal boundaries of the CITY in the same manner as it would to persons accused of committing offenses within unincorporated Pierce County. Such services will include, but are not limited to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by District Court No. 2, and all subsequent proceedings in District Court No. 2 relating to the offense.
- 2.4 Jail Services Governed by Separate Contract. Housing of defendants in-custody at the Pierce County Detention Center on municipal cases and the terms, conditions, and costs related thereto are governed by a separate agreement executed between the CITY and the COUNTY, and will still remain the fiscal responsibility of the CITY.
- 2.5 The COUNTY shall not be responsible for transport of municipal case prisoners.

SECTION 3. CITY RESPONSIBILITY. The CITY shall be responsible for initiating all documentation to implement the termination of the municipal court as described herein, repealing provisions in its criminal code which duplicate those in the Revised Code of Washington, and for transferring its municipal court services to the municipal department of District Court No. 2. The CITY will be responsible for all transport of prisoners to and from any required court appearance.

SECTION 4. DISPOSITION OF REVENUES, FEES, FINES, AND COSTS. In return for and in consideration of the assumption of responsibilities identified herein by the COUNTY, the COUNTY shall retain all fees, costs, fines and penalties imposed on all cases filed in District Court No. 2. The CITY shall not be required to pay a filing fee to the COUNTY for the processing of cases charged under the Revised Code of Washington nor will the CITY be billed separately for prosecution or assigned counsel services in connection with these charges, unless such provisions are included in subsequent amendments to this Interlocal Agreement. In return for these services the CITY shall also pay the COUNTY \$26,000 per year (by June 30 of each year) commencing in 2000. This amount will be increased by the CPI-Seattle urban inflation rate for each succeeding year. For example, the amount to be paid in the year 2001 would be \$26,000 plus the percentage change in the CPI for 2000.

SECTION 5. TERMINATION OF ASSIGNED COUNSEL AGREEMENT. This Interlocal Agreement is intended to supersede and replace the Assigned Counsel Agreement executed in March 1994. No penalty shall accrue to either party as a result of the termination of the Assigned Counsel Agreement.

SECTION 6. DESIGNATION OF LIAISONS AND DISPUTE RESOLUTION. The COUNTY shall designate an employee representative for the various departments that will be providing the services contemplated herein to act as a liaison with the CITY to handle daily administration of this Agreement. The CITY shall also designate one or more liaisons for the various services described herein. Each party shall notify the other in writing of its designated representatives for the various services. COUNTY liaisons shall meet with the CITY liaisons on a regular or on an as-needed basis, whichever the liaisons deem appropriate, to discuss questions and resolve problems regarding the delivery of services and activities to be performed under this Agreement, including but not limited to personnel distribution. Any operational conflict that is not resolved by the liaisons shall be referred to the City Administrator and the Executive Director of Public Safety.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved, shall be submitted to non-binding arbitration under chapter 7.04 RCW. The prevailing party in any subsequent litigation shall be entitled to its reasonable attorneys' fees, costs and expenses.

SECTION 7. DURATION. The term of this Interlocal Agreement shall be ten (10) years. The agreement shall commence on January 1, 2000, or as soon thereafter as the redistricting plan is adopted by the Pierce County Council, and terminate at midnight, December 31, 2009. Thereafter, this Agreement shall renew automatically from year to year unless the termination process outlined herein is invoked.

SECTION 8. TERMINATION PROCESS. Neither party may terminate this agreement prior to January 1, 2004. If either party wishes to terminate this agreement on that date or any subsequent date, written notice must be given at least twelve months prior to the proposed date of termination.

SECTION 9. PERIODIC REVIEW AND RENEWAL OF AGREEMENT. Pursuant to RCW 3.50.805, the parties hereto shall meet every 4 years to review the terms of this Agreement, and determine whether any amendments are necessary. If the parties are unable to agree on the terms of renewal or any amendment of existing terms, they shall be deemed to have entered into an agreement to submit the issue to arbitration under chapter 7.04 RCW. Pending conclusion of the arbitration proceedings, the terms of this Agreement shall remain in effect. The parties shall have the same rights and are subject to the same duties as other parties who have agreed to submit to arbitration under chapter 7.04 RCW.

SECTION 10. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with the performance of this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution,

custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with the performance of this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this indemnification section shall survive the termination of this Agreement.

SECTION 11. The City and County have negotiated this Agreement pursuant to the principles described in, RCW 39.34.180, and have considered: (a) anticipated costs of services; (b) anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes.

SECTION 12. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.

SECTION 13. INSURANCE COVERAGE. The parties hereto shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars. For purposes of this Agreement the parties acknowledge that the COUNTY is self-insured.

SECTION 14. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 15. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 16. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF GIG HARBOR
3105 Judson Street
Gig Harbor, Washington 98335

Attention: City Administrator

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

PIERCE COUNTY
Pierce County Executive's Office
930 Tacoma Avenue South, Room 737
Tacoma, Washington 98402-2100
Attention: Executive Director of Public Safety

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 17. COUNTY AS INDEPENDENT CONTRACTOR. COUNTY is, and shall at all time be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or CITY employees by virtue of their employment.

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 20. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 21. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 22. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 23. FILING. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the City Council of the City of Gig Harbor, approving and ratifying this Agreement, shall be filed with the Gig Harbor City Clerk, the Pierce County Auditor, and the Secretary of the State of Washington after execution of the Agreement by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

GIG HARBOR

PIERCE COUNTY

GRETCHEN WILBERT
Mayor

Date

DOUG SUTHERLAND
Pierce County Executive

Date

MARK HOPPEN
City Administrator

Date

JOHN W. LADENBURG
Pierce County Prosecuting Attorney

Date

Approved as to Form:

Approved as to Form:

CAROL A. MORRIS
Gig Harbor City Attorney

Date

KEITH M. BLACK
Chief Civil Deputy Prosecuting
Attorney

Date

(2gig.cqb)



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: OCTOBER INFORMATION FROM PD
DATE: NOVEMBER 30, 1999

The October 1999 activity statistics are attached for your review.

The Reserves worked 283 volunteer hours in October. This was primarily spent on patrol duties. They also participated in a DUI emphasis and attended first aid and CPR refresher classes. The Reserves planned and conducted a safe Halloween event in the area of Quail Run. This included a covered area with coffee and refreshments for adults along with candy for kids. The officers also patrolled the area on foot along with Explorer Scouts.

The Marine Services Unit provided 4.5 hours of patrol time and 4 hours of maintenance. They were dispatched to 6 and investigated one accident.

The patrol boat will be placed in storage for the winter, but can be placed in the water for special events or call outs.

The Explorers volunteered 86 hours of service in October. This time was divided between 20 hours of meetings and the rest spent in assisting special events. These events included a Tacoma Symphony fundraiser, Halloween patrol, Fireman's dance, children's fingerprinting, and cancer awareness walk.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

October 1999

	<u>OCT</u> <u>1999</u>	<u>YTD</u> <u>1999</u>	<u>YTD</u> <u>1998</u>	<u>% chg:</u> <u>1998</u>
CALLS FOR SERVICE	396	4049	4221	- 4
CRIMINAL TRAFFIC	24	198	216	- 8
TRAFFIC INFRACTIONS	93	884	951	- 47
DUI ARRESTS	4	49	94	- 47
FELONY ARRESTS	3	61	67	- 8
MISDEMEANOR ARRESTS	19	214	174	+ 22
WARRANT ARRESTS	5	90	92	- 2
CASE REPORTS	122	1111	1181	- 5
REPORTABLE VEHICLE ACCIDENTS	30	160	151	+ 5