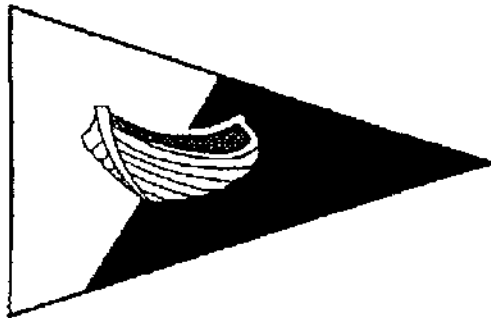


**GIG HARBOR
CITY COUNCIL MEETING**



January 22, 1996

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
January 22, 1996 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

PUBLIC HEARING:

Gig Harbor North Annexation - Preannexation Zoning.

CALL TO ORDER:

APPOINTMENT OF MAYOR PRO TEM:

APPROVAL OF MINUTES:

CORRESPONDENCE:

OLD BUSINESS:

Second Reading of Ordinances:

1. Amendments to Chapter 15.06 - Defining a Complete Building Permit Application
2. Amendments to Title 16 - Subdivisions.
3. Amendments to Title 17 - Zoning Code.
4. Amendments to Chapter 17.01 - Construction Trailers.
5. Amendments to Chapter 17.04 - Definitions.
6. Amendments to Chapter 17.07 - Enforcement.
7. Amendments to Chapter 17.10 - Hearing Examiner.
8. Amendments to Chapter 17.15 - Public Institutional District.
9. Amendments to Chapter 17.45 - Employment District.
10. Amendments to Chapter 17.65 - Special Use Permits.
11. Amendments to Chapter 17.94 - Land Clearing.
12. Amendments to Title 19 - Administration Procedures.
13. Approval of Maintenance Contract for Minolta Photocopiers.
14. Second Reading of Ordinance to Adopt the Public Works Standards by Reference.

NEW BUSINESS:

1. Purchase of Miller Property.
2. Award of Bid for Designation of Official City Newspaper.
3. Emergency Ordinance for Police Chief Position.
4. New Liquor License Request - Gig Harbor Pub and Grill.
5. Liquor License Renewals - Gourmet Essentials; Harbor Inn; Neville's Shoreline.

MAYOR'S REPORT:

COUNCIL COMMENTS:

STAFF REPORTS:

1. Tom Enlow, Finance Director - Quarterly Report.
2. Jim Richardson Request / Update from Legal Counsel.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: Property acquisition.

ADJOURN:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Wilbert and City Council
FROM: Planning-Building Department
DATE: January 17, 1996
SUBJ.: Second Public Hearing -- ANX 91-04 (Gig Harbor North),
Preannexation Zoning and Petition to Annex

Summary

The proposal consists of the annexation of approximately 795 acres of the city of Gig Harbor. A breakdown of the proposed land use zones is as follows:

| | |
|---------------------------------|-------|
| Low Density Residential | 50.9% |
| Medium-High Density Residential | 16.6% |
| Retail-Commercial | 9.5% |
| Business/Employment | 21.8% |
| Parks/Public | 1.2% |

A "pie-chart" depicting the allocation of the various zoning districts is attached.

The annexation proposal is subject to the ratification of an annexation agreement between the city and the three major land owners of the annexation area. The agreement addresses needed public facility improvements for the annexation area. Specifically, the agreement addresses water transmission mains and storage tanks, road construction improvements, parks and trails, conveyance of infrastructure, utility connection charges and general administrative provisions. The agreement specifies responsibilities for both parties respective to future funding commitments and project implementation. The agreement is supplemental to the proposed zoning for the area and would become effective upon the adoption of the zoning for the area. A copy of the draft agreement is attached to this report.

Financial Analysis of the Annexation (Revenue/Costs)

Based upon information provided by the Finance Department, the entire annexation area currently generates approximately \$37,657 per year, based upon the 1993 property value assessment of \$23,371,810. The majority of this property-tax revenue is derived from the residential development in the south portion of the annexation area, near the current city boundary and along Peacock Hill Avenue.

Because of the limited amount of retail uses in the area, there is negligible sales tax revenue in this area. This would likely increase significantly as commercial

development occurs in the proposed commercial districts east of the Swede Hill Interchange and within the mixed-use area along the Burnham Drive corridor. It is anticipated that there will be an increase in permit related activity within the year with new development in the proposed commercial areas, along with minor land development activities associated with existing residential development. The extent of "near-term" proposed development activity is speculation at this point in time, but the most likely scenario is the development of a commercial center east of the Swede Hill interchange consisting of a major food store and department store "anchors".

Financial impacts to city services (police, planning, public works, administration) is negligible at this point. In a typical situation, the short-term scenario foresees a lag-time between service delivery and receipt of tax revenues. This can overburden existing delivery systems, particularly in such areas as planning and public works project review, building inspection and administrative functions. In the long-term, as development occurs and the demand for city services increases, additional tax revenue will serve to offset some of the increased costs, particularly in development scenarios which contain higher value, revenue producing non-residential uses.

Recommendation

Upon Council's final decision and action on the petition and annexation agreement, a final resolution will be presented at the next regular meeting of the City Council for adoption.

Gig Harbor North Preannexation Zoning
Public Comments from the First Hearing on December 11, 1995

Dave Cunningham - Pope Resources, P.O. Box 1780, Poulsbo, WA. Mr. Cunningham brought an aerial photo with the annexation area outlined to help lend perspective to the information being presented. He explained that Pope Resources owns 320 acres, approximately one-half of the proposed annexation. He added that work began eight years ago for this annexation effort, with the first application being submitted three years ago. He added he was proud of the product that had been generated from combined efforts of Gig Harbor Staff and the applicants. He said it is an unusual opportunity for the City to bring in largely undeveloped acreages and be part of the planning of the area. He said the landowners are willing to pay their fair share of amenities such as water facilities, roads, and parks to make the annexation area successful. He asked Council's approval of the annexation of what would become the City's northern gateway.

Greg Elderkin - Lorigan Enterprises. Mr. Elderkin explained that Lorigan Enterprises had assumed ownership of the Thompson Properties portion of the proposed annexation area. He added that Dave Cunningham had presented the project very well, and everyone had worked very hard to prepare the information before Council. He said he was hopeful that the annexation process could move forward.

Tom Tucci, Tucci & Sons, Inc. Mr. Tucci said his family owned approximately 50 acres in the proposed annexation area. He added that he agreed that Dave had covered most of the necessary points. He said he had been a resident of the area for over 20 years, and was proud to be a part in this project from the beginning. He said he admired the staff for holding firm to issues of importance to the city and was proud of the effort everyone had made.

Don Thompson - 9716 43rd Ave NW. Mr. Thompson said he was representing Avalon Woods, a development bordering Gig Harbor. He said that his neighborhood was very supportive of the annexation and that he had been very active in getting the annexation to where it is today. He said Avalon Woods has everything in place and is eager to move forward as soon as possible. He added that if there was anything they could do to hasten the process, to be sure to let him know.

Councilmember Picinich asked how many existing developments were included in the annexation. Ray Gilmore said that Avalon Woods was the only sizable development, with Hillcrest Mobile Home development as second largest with 65-70 units. He added that there were a couple of smaller ones with whom he was not familiar.

Councilmember Ekberg asked Ray to explain the connecting road from the East-West Road between Woodridge and Canterwood. Ray said that the road had been an idea from the Public Works Director. He added that

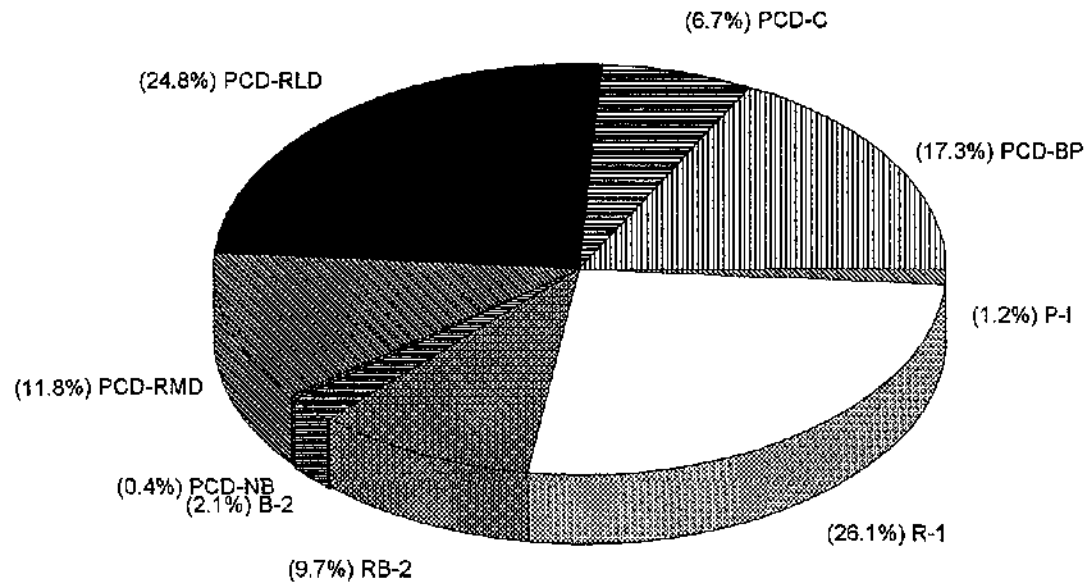
Pope Resources holds an easement on the property and had been asked to retain that easement for a 12 month period to allow for the City to perform a feasibility study. He added that the road, if found to be feasible, would reduce the necessity of a larger road south of Woodridge and would provide an additional way to access Swede Hill interchange without an added burden on Peacock Hill.

Tom Morfee - PNA, 3803 Harborview Drive. Mr. Morfee said he had reviewed the documents in the PNA file for concerns and gave an overview of these. He reminded Council that PNA had appealed the Environmental Impact Statement filed by Gig Harbor North. The concerns were transportation, parks, open space and the wildlife corridor required by the Growth Management Act, design control, additional impacts on the school system, and the fact that the City did not have an impact fee ordinance. He added that he was looking forward to reviewing the annexation documents in detail. He said he thought the annexation could be a benefit if done right.

Mayor Wilbert closed the public hearing at 7:38 p.m. and announced that the second public hearing for the annexation would be held January 22nd at the regular council meeting.

Gig Harbor North Annexation Area

Land Use Zoning Allocation



Recorded at the request of _____
After recording return to:

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

**PREANNEXATION AGREEMENT
FOR
GIG HARBOR NORTH**

THIS AGREEMENT is made and entered into this ___ day of _____, 1996, by and between the CITY OF GIG HARBOR, a non-charter, optional municipal code city organized under the laws of the State of Washington (the "City"); Pope Resources, a Delaware Limited Partnership ("Pope"); Tucci & Sons, Inc., a Washington Corporation, ("Tucci"); and Logan International Corporation, a Washington Corporation, ("Logan"); (collectively "the Owners").

RECITALS

A. The City has the authority under the laws of the State of Washington to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of property within its jurisdiction, and to undertake the annexation of contiguous property located outside of its boundaries pursuant to Ch. 35A.14 RCW.

B. The Owners hereby warrant that they are the owners of certain real property situated in unincorporated Pierce County, Washington, part of a geographic area commonly referred to as Gig Harbor North, located contiguous to the city limits of Gig Harbor. The property owned by the owners herein is more particularly described in Exhibit 'C', attached hereto and incorporated herein by this reference (the "Property").

C. In 1991, the Owners initiated an inquiry with the City about the City's interest in annexing the Gig Harbor North area, including, but not limited to the Property. The City indicated an interest and a willingness to entertain such an annexation, so long as the annexed properties were

developed under the City's applicable Comprehensive Plan designations and development regulations. Thereafter, the Owners and other property owners in the Gig Harbor North community submitted to the City a notice of Intention to Commence Annexation Proceedings.

D. On July 8, 1991, the City Council made a motion to accept the proposed Gig Harbor North annexation in concept and authorized the initiators thereof to circulate an annexation petition. In that resolution, the City directed the preparation and adoption of proposed zoning regulations and Comprehensive Plan designations for the area, to become effective coincidental with annexation.

E. On May 5, 1993, the Owners and other owners of property in the Gig Harbor North community submitted to the City a petition for annexation of the Gig Harbor North area signed by the owners of more than sixty percent (60%) of the assessed valuation of the property to be annexed, and such petition for annexation is pending before the City Council.

F. On [REDACTED] in accordance with Ordinance No. (to be adopted), the City Council has adopted zoning and development regulations and Comprehensive Plan designations for the Owner's Property.

G. The parties now wish to enter into this Agreement as contemplated by Ordinance No. (to be adopted) in order to set forth in greater detail the provisions contemplated by such resolution with respect to the annexation of the Property.

H. Draft and Final Environmental Impact Statements were issued by the City concerning the annexation and development of Gig Harbor North on October 7, 1992 and February 24, 1993 respectively.

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

AGREEMENTS

1. Support of Annexation. The Owners hereby agree to support the Gig Harbor North annexation before the City Council as such annexation is proposed in Ordinance No. _____ as further defined in this Agreement and described in the annexation petition for the Gig Harbor North area submitted to the City.

2. Administration of Development Approvals Applied For After Gig Harbor North Annexation. Any application by the Owners for a land use or building permit or zoning approval including, but not limited to, preliminary plat approvals, final plat approvals, clearing, grading, building or other permits, binding site plans, etc., for the Owners' Property shall be made to the City after the effective date of the annexation. All such applications shall be reviewed and processed by the City under the terms of all applicable Gig Harbor Municipal Codes, regulations, resolutions, ordinance provisions which relate to development and this Agreement.

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.

(ii) The facilities to serve the property are an effective 1,500,000-gallon water storage tank and major water transmission line 16 inches in diameter. This 1.5-million-gallon storage tank is going to be capable of providing a maximum of 3,000 gallons per minute for a duration of 3 hours. If any development proposal necessitates a higher fire flow, building modifications will be made to offset the higher fire flow requirements. The City agrees that if these facilities are not now consistent with the City's Comprehensive Plan (as such policies relate to water facilities) it shall

make any clarifications and/or amendments to the Plan at the next annual comprehensive plan amendment as necessary to ensure Plan consistency. The Owners agree to construct these facilities to be financed through Developer Extension Agreements pursuant to chapters 35.91 and 35.72 RCW, or in the alternative, the Developers agree not to protest the formation of one or more LID for the facilities, which the City may create at the Owners' request as set forth in the City's codes, ordinances and applicable state law. The Owners shall be entitled to the capacity in the 1.5 million gallon water storage tank, if constructed solely at the Owner's cost, and shall be permitted to develop their respective parcels to the extent that such capacity would support.

(iii) The Owners agree not to protest in the formation of an LID to finance construction of more expansive water facilities serving the Property and the surrounding area, which shall be defined as follows: a 2.3-million-gallon water storage tank, capable of providing a maximum of 3,000 gallons per minute for a duration of three (3) hours; provided that (1) the owner's assessment for the LID is based upon the special benefit, if any, accruing to the owner's property, as described in chapter 35.44 RCW; and (2) the LID is formed before they construct the facilities described in Section 3(A)(iii) above.

Construction of water transmission and storage facilities as necessary to serve the development on the Property, or portion actually proposed to be developed from time to time shall occur before issuance of any building permit for the Property, or portion thereof.

B. Road Construction Improvements.

(i) East-West Road. The parties contemplate that a road will be built from Swede Hill east in accordance with the specifications and plans incorporated into a document entitled "City of Gig Harbor and Pierce County - Swede Hill Corridor," and a document between the same parties to this Agreement, entitled "~~(to be added prior to adoption)~~" included herein as Exhibits "A" & "B". The first document describes the relationship between the City and Pierce County for the funding and construction of the Swede Hill transportation facility. The second document describes the relationship between Pope, Logan, and the City (dated ~~(to be added)~~) for the Owner's contribution of Right-of-Way for the Swede Hill transportation facilities, and the City's construction of same.

The City shall consider the Owner's dedication of the Right-of-Way as mitigation for the transportation impacts of the development of the Property.

(ii) Peacock Connection. The City also intends to develop an associated, second arterial road extending northwesterly from the East-West Road to Peacock Hill Avenue north of 112th Street. This roadway is planned to be located within the boundaries of the parcels identified with the description of the roadway corridor on Exhibit "D", incorporated herein by reference, with the exact location to be determined by the Owners and City Engineer. The City shall have twelve months after execution of this Agreement to conduct a preliminary feasibility study for construction of this road in this location. One of the owners currently retains an access easement, which may facilitate the construction of this road, which is more particularly described in the attached Easement marked Exhibit "E", incorporated herein by this reference. The owner agrees not to sell, transfer or convey this easement to any third party during this twelve month period while the City conducts such study. If the study reveals feasibility at a cost satisfactory to the City, the Owners agree to dedicate a right of way which corresponds with this easement for construction of this road. The Owners will construct the segment of the road within the annexation area to use as local access to serve a portion of the Property. The Owners shall only be obligated to improve the road as determined by the City Traffic Engineer to serve development on its Property. Any expense to widen, extend or improve the road beyond a two-lane road which is improved to a width of thirty-six feet maximum from curb to curb, and which is improved with gutters, curbs and sidewalks on both sides of the street shall be borne by the City.

The City shall not prohibit the installation of driveways which intersect this two-lane road, on the preliminary plat submitted by the applicants, as long as such driveways are consistent with the Public Works standards relating to site distance and safety.

C. Parks.

(i) Background. The Gig Harbor Comprehensive Plan defines the City's existing level of service standard for park and recreation facilities.

(ii) Dedication of Parks or Payment of Fees Upon Submission of Applications. Because no development applications have yet been submitted to the City for review, the City cannot

accurately forecast the demand for park and recreation facilities within property set forth in Exhibit "C" in the Gig Harbor North annexation area. Owners hereby agree, consistent with the Plan, and any other applicable City ordinances or codes, to dedicate or pay fees in lieu of dedication to provide park land and recreation facilities at the level-of-service standard in effect by the City at the time any development application is submitted to the City. Alternatively, if the City has adopted a park impact fee ordinance at the time any development application is submitted, Owners agree to the adopted park impact fee.

If dedication is selected, then such dedication shall be made of the property, or portions of the property, shown on the map attached hereto as Exhibit "F". The parties agree to execute a right of first refusal with the City for the City's purchase of the property shown on Exhibit "F", which may be exercised in the period between the ninth annual anniversary date of this Agreement until the expiration of this Agreement 10 years after the execution date of this Agreement. Whatever property remains in the area depicted in Exhibit "F", during the ten years after the date of execution of this Agreement may be purchased by the City under a Right of First Refusal.

D. Trails.

Any trails associated with the development of the Owners' property shall be designed and shall be consistent with the adopted City of Gig Harbor Park Comprehensive Plan trail element in effect at the time of application.

E. Conveyance of Infrastructure.

The Owners agree to convey to the City any water transmission mains, water storage tanks, or any other type of water facilities and roadways constructed by them as described in this Agreement upon construction, approval and the City's acceptance of the same. Such conveyance shall occur at no additional cost to the City. As a prerequisite to such conveyance and acceptance, the Owners will furnish to the City the following:

(i) As built plans or drawings prepared by a Professional Engineer licensed in the State of Washington;

(ii) Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;

(iii) A bill of sale form approved by the City Attorney; and,

(iv) A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the Public Works Director, ensuring that the facilities described in this Agreement will remain free from defects in workmanship and materials for a period of two (2) years.

F. Utility Connection Charges.

The Owners agree to pay the applicable charges as a condition of connecting to the City utility system at the rate schedule in effect at the City at the time the Owner actually requests to connect its Property to the system.

G. Latecomer and Waivers of LID Formation Provisions.

(i) The City may form a Local Improvement District for the construction and installation of the improvements described in this Agreement. In lieu of the formation of LIDs to fund the improvements, the Owners may construct the improvements, and the City may authorize the same, pursuant to reimbursement or latecomer's agreements as described in Chapters 35.91 and 35.72 RCW.

(ii) Owners agree to sign a petition for the formation of an LID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his/her/its attorney-in-fact to sign a petition in the event Owner fails or refuses to do so. With full

understanding of Owner's right to protest an LID or ULID to construct the improvements described in this Agreement, Owner agrees to participate in such LID or ULID and to waive his right to protest formation of the same. The Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court.

H. Land Use.

(i) The City's Comprehensive Plan, as adopted in 1994, contemplates the adoption of certain zoning districts for Owners' property. The adoption of such districts will be consequent to City Council approval of annexation zoning for property identified in Exhibit "C", attached hereto.

(ii) The City agrees to amend the City Zoning Ordinance, Title 17 of the Gig Harbor Municipal Code, to include these new development regulations in implementing the Planned Community designation of the City of Gig Harbor Comprehensive Plan, which include:

PCD Residential Low Density
PCD Residential Medium Density
PCD Commercial
PCD Neighborhood Commercial
PCD Business Park
PCD Density Credits Transfer Option

(iii) Said zoning districts provide standards solely for permitted and conditional uses within the PCD designation, the text of which is contained in Exhibit "G" attached hereto and incorporated herein by this reference. A map showing the application of these zoning districts on the Owners' property is attached hereto as Exhibit "H".

(iv) The parties mutually understand that development of the Owners' Property will in all likelihood not be completed for up to 15 years after the contemplated annexation, and it is the intent of the parties to permit completion of such development pursuant to land use and zoning regulations substantially similar to those now proposed in this document for the properties identified in Exhibit

"H". Notwithstanding any provision of this Agreement, for five years after the date of this Agreement, the City shall not amend the laws, ordinances, regulations, and policies that affect the development of the Owner's Properties without the consent of the Owner whose property is affected.

(v) In the event the Owners, with regard to their respective properties, desire to amend the applicable development regulations, the procedures for notice, hearings, and review of any such proposed amendment shall be those contained in the City of Gig Harbor Municipal Code as adopted by the City.

(vi) If the City should initiate any amendment to the development regulations applicable to any district within the PCD designation, then prior to conducting any public hearing on such change it shall provide timely notice to the affected property owners as described in Gig Harbor Municipal Zoning Code or the current version of the Zoning Code relating to such notice in effect at the time the amendment is proposed.

I. Administrative Provisions.

(i) The City agrees that this Agreement will be executed simultaneously with the City Council's approval of the Gig Harbor North annexation.

(ii) The Owner's Property is the only property expressly subject to the Agreement, and this Agreement shall not be binding with regard to other real property which may be annexed simultaneously with the Owners' Property as part of the Gig Harbor North annexation, pursuant to City Ordinance No. [REDACTED]. Nevertheless, the effect of the City's annexation is to subject all property in the Gig Harbor North annexation area to the City's zoning, land use and building laws, ordinances, policies, rules and regulations, and the City may enact ordinances so providing, consistent with its 1994 Comprehensive Plan (or as such plan may be amended).

(iii) This Agreement 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.

(iv) With the exception of the provisions in section H herein, this Agreement shall be effective for a period of ten (10) years after execution of this Agreement by both parties. Time is of the essence of this Agreement and of every provision hereof.

(v) In case of any breach of this Agreement, the non-defaulting party shall be entitled to maintain an action for damages, specific performance, or any other remedy afforded at law or in equity. If such action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses.

(vi) This Agreement shall be governed by the laws of the State of Washington.

(vii) The rights and obligations of the Owners under this Agreement are assignable.

(viii) This Agreement can only be amended by a written agreement signed by a duly authorized representative of the City and the Owners.

(ix) This Agreement 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 "C" and shall be binding upon the owners, heirs and their heirs, assigns and legal representatives.

(x) Notwithstanding the language in Section H herein, the City hereby reserves the right to impose new or different regulations applicable to the property, to the extent required by a serious threat to public health and safety.

(xi) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xii) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

OWNERS:

By _____

* *[Signature]*
Pope Resources

Its Mayor

Dated: _____

Dated: DECEMBER 7, 1995

Tom Tucci

Diane Tucci

Dated: _____

Logan International Corporation

Dated: _____

Signature indicates preliminary commitment subject to Gig Harbor City
*Council approval and several final clarifying amendments.

(xi) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xii) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

OWNERS:

By _____

Pope Resources

Its Mayor

Dated: _____

Dated: _____

Thomas J. Tucci

~~Tom Tucci~~ Tucci & Sons Inc.

Diane Tucci

Dated: _____

Logan International Corporation

Dated: _____

(xi) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xii) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

OWNERS:

By _____

Its Mayor

Pope Resources

Dated: _____

Dated: _____

Tom Tucci

Diane Tucci

Dated: _____
**  J.P.
Logan International Corporation

Dated: 12/7/95

** Signature indicates preliminary commitment subject to Gig Harbor City Council approval and review and approval of the final document including exhibits.

(xi) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xii) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

OWNERS:

By _____

Pope Resources

Its Mayor

Dated: _____

Dated: _____

Tucci & Sons, Inc.

Dated: _____

Logan International Corporation

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 she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 1996.

(Type or Print Name)
NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ 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 this _____ day of _____, 1996.

(Type or Print Name)
NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED this _____ day of _____, 1996.

(Type or Print Name)
NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ 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 this _____ day of _____, 1996.

(Type or Print Name)
NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

Exhibit "A"

Exhibit "B"

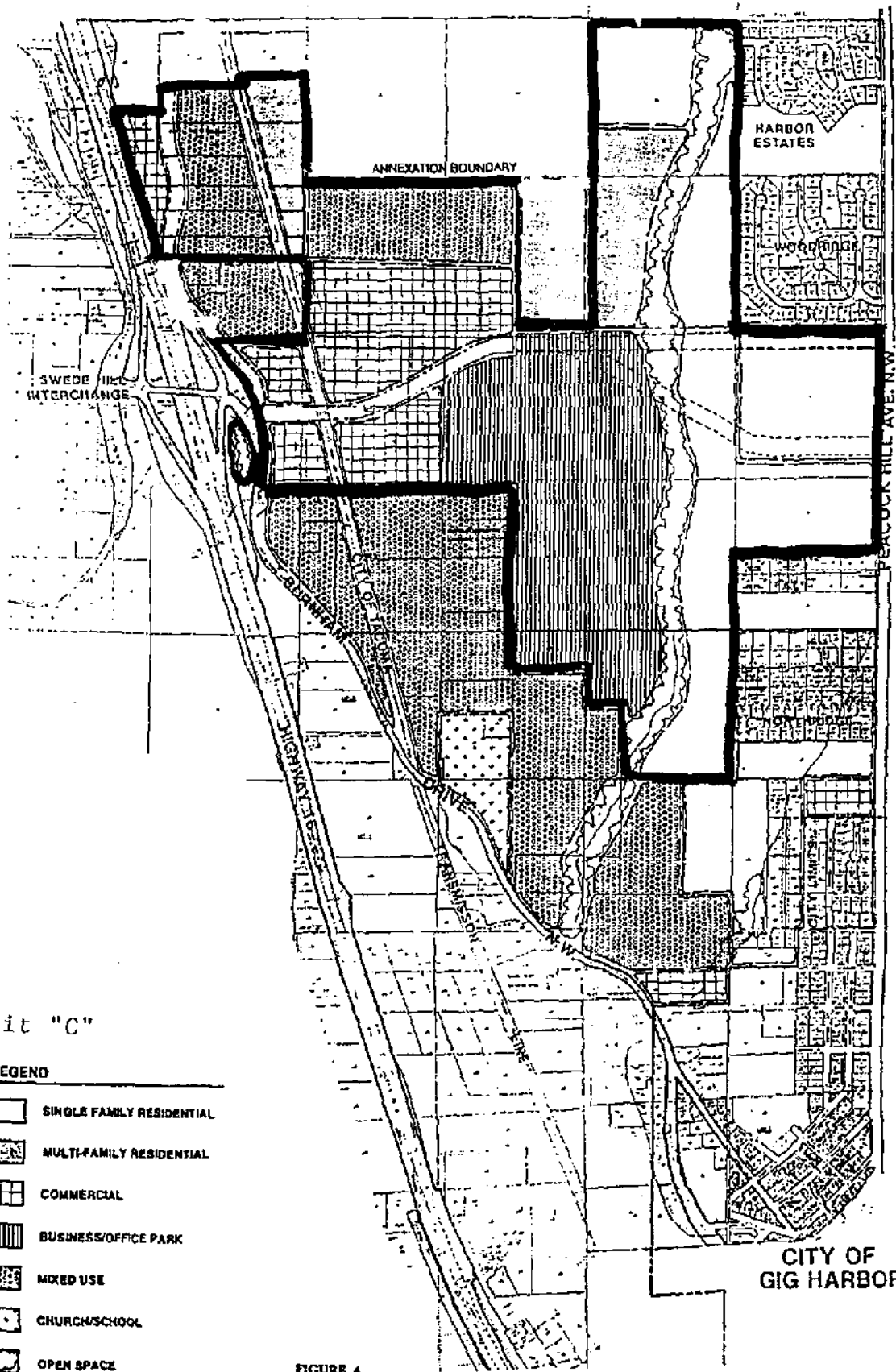


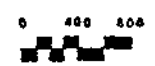
Exhibit "C"

- LEGEND**
-  SINGLE FAMILY RESIDENTIAL
 -  MULTI-FAMILY RESIDENTIAL
 -  COMMERCIAL
 -  BUSINESS/OFFICE PARK
 -  MIXED USE
 -  CHURCH/SCHOOL
 -  OPEN SPACE

FIGURE 4

GIG HARBOR NORTH ANNEXATION AREA
City of Gig Harbor, Washington

PROPOSED LAND USE



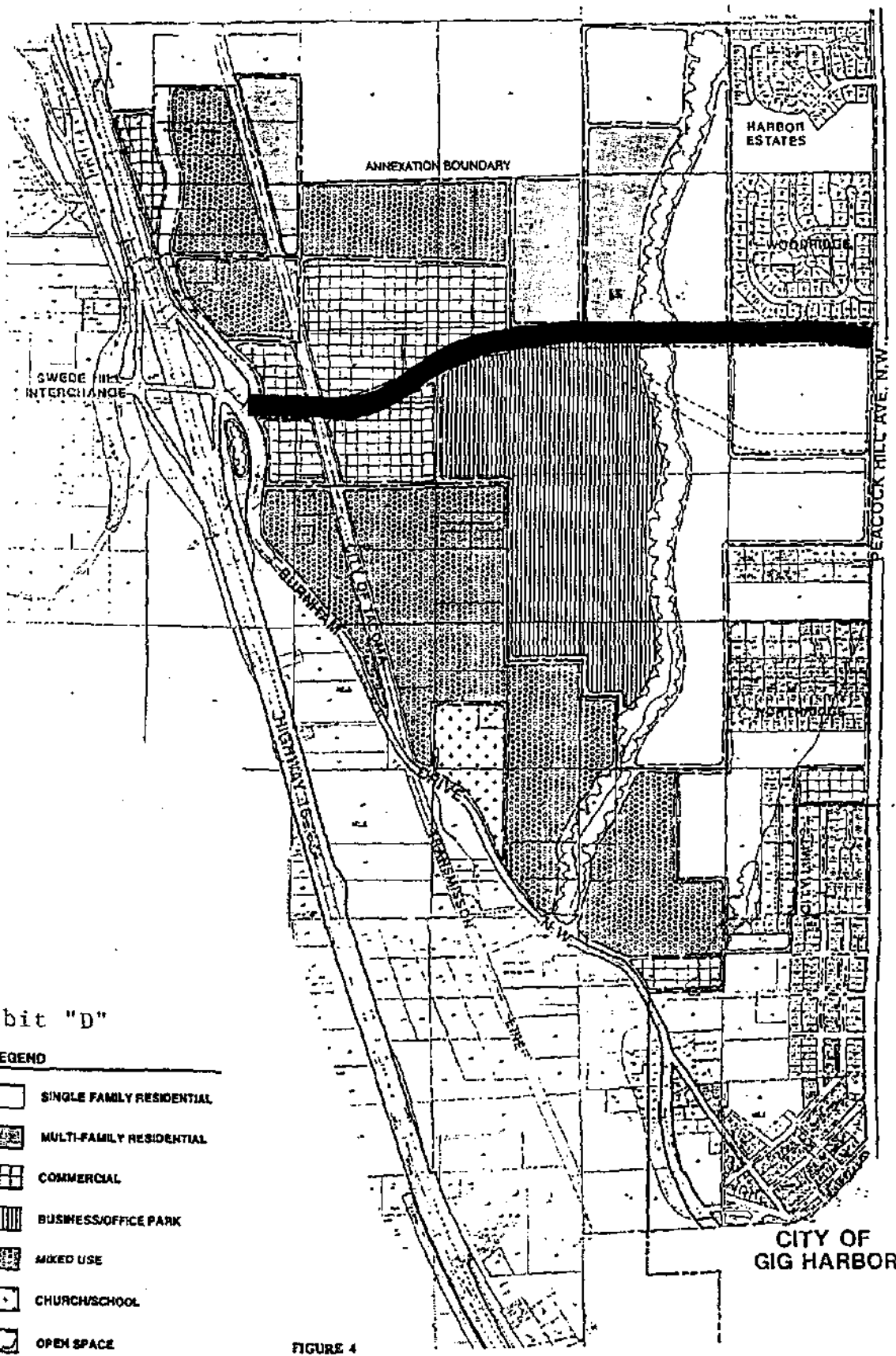


Exhibit "D"

LEGEND

-  SINGLE FAMILY RESIDENTIAL
-  MULTI-FAMILY RESIDENTIAL
-  COMMERCIAL
-  BUSINESS/OFFICE PARK
-  MIXED USE
-  CHURCH/SCHOOL
-  OPEN SPACE

FIGURE 4

GIG HARBOR NORTH ANNEXATION AREA
City of Gig Harbor, Washington

PROPOSED LAND USE



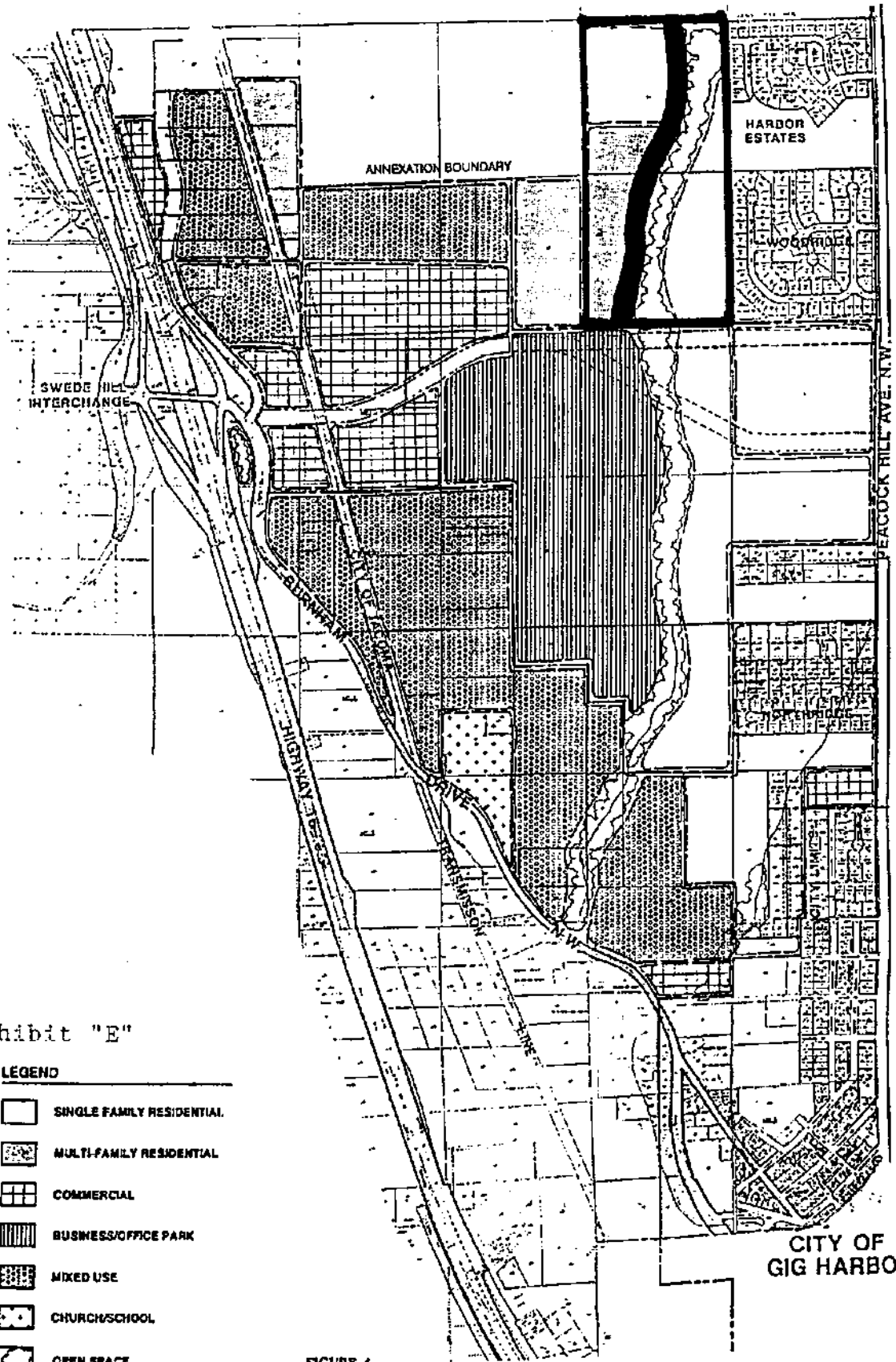


Exhibit "E"

LEGEND







-  SINGLE FAMILY RESIDENTIAL.
-  MULTI-FAMILY RESIDENTIAL.
-  COMMERCIAL.
-  BUSINESS/OFFICE PARK.
-  MIXED USE.
-  CHURCH/SCHOOL.
-  OPEN SPACE.

FIGURE 4

GIG HARBOR NORTH ANNEXATION AREA
City of Gig Harbor, Washington

PROPOSED LAND USE



Exhibit "F"
PARK DEDICATION

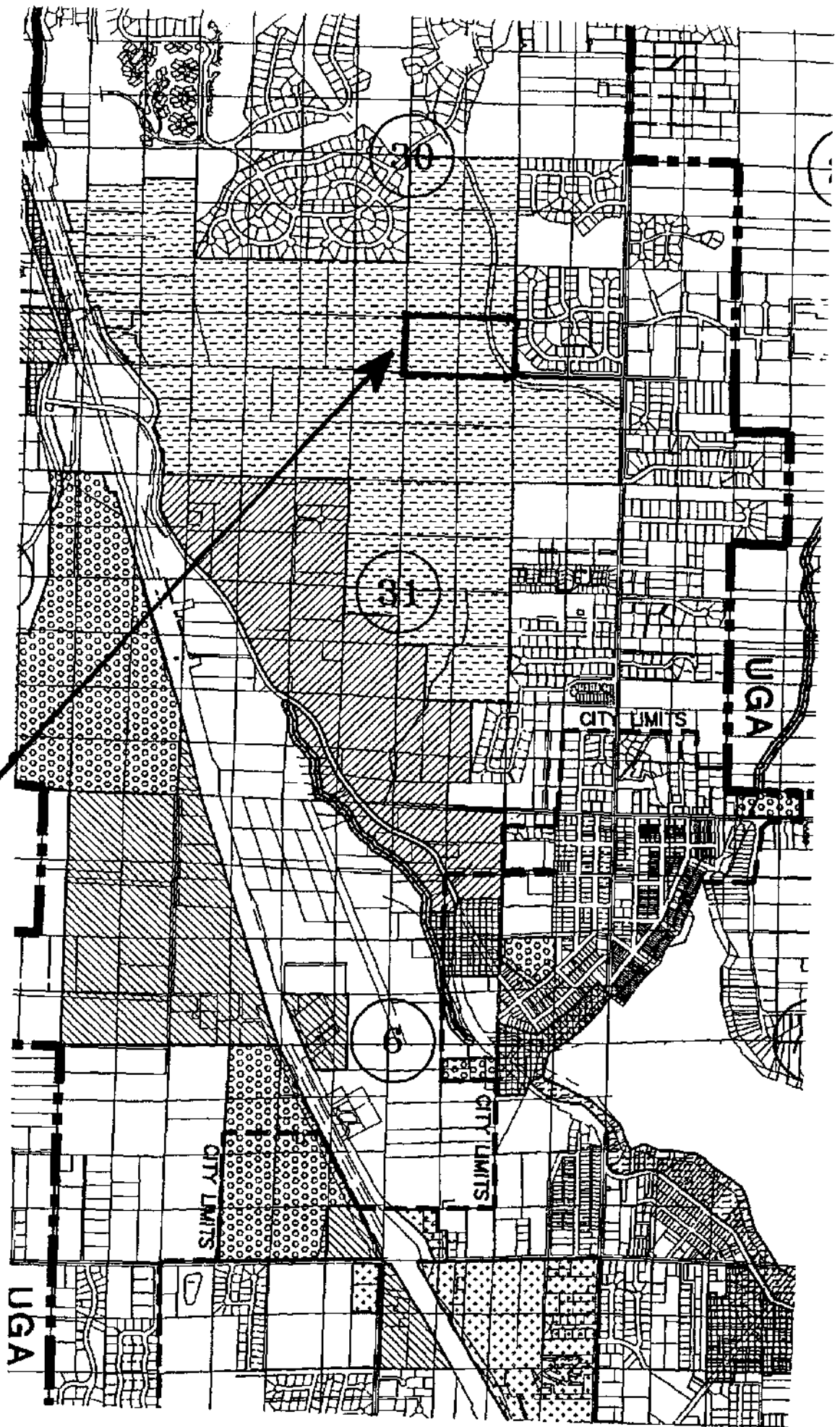


EXHIBIT "G"

Planned Community Development

Residential Low Density

Provide for low density (3 - 6 dwelling units per acre) residential developments.

Planned Community Development

Residential Medium Density

Provide for greater population densities (8 to 16 dwelling units per acre) to facilitate high quality affordable housing, a greater range of lifestyles and income levels.

Planned Community Development

Commercial

Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area.

Planned Community Development

Business Park

The Business Park District provides for the location development and operational standards for technology research and development facilities, light assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

Planned Community Development

Neighborhood Business

The intent of the Neighborhood Business District (NBD) is to provide for businesses serving the everyday needs of neighboring residents. The NBD is limited in overall site area and availability of uses and is not intended to provide regional retail facilities.

Planned Community Development

Transfer of Density Credits Option

The intent of the density credit transfer option is to permit greater flexibility in the allocation of residential density within a Planned Community Development residential without exceeding the maximum density buildout as planned for. The density transfer credit option may provide for higher densities in areas posing the fewest environmental constraints and which also have available access to public transportation.

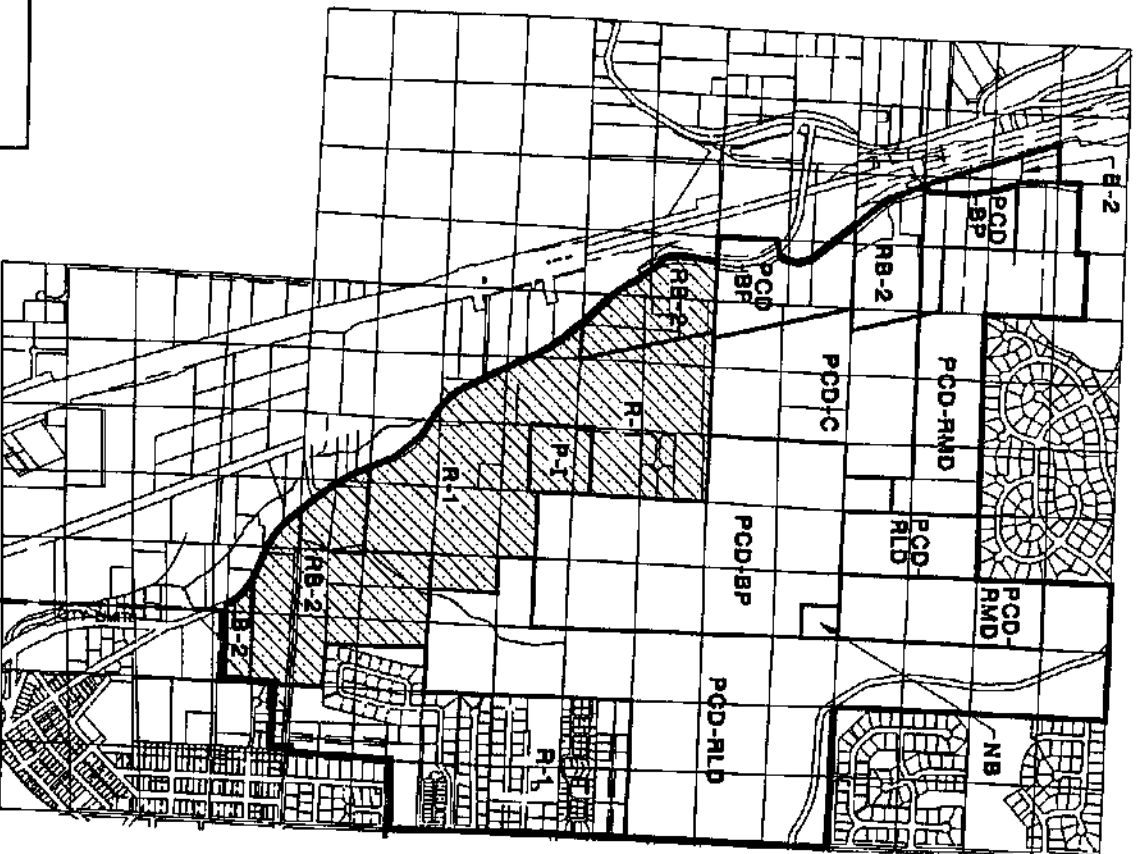


EXHIBIT 'H'

LEGEND:

| | |
|---------------|--|
| R-1 | Single-Family, Year-Round Dwelling (2 to 4 Units per Acre) |
| R-2 | Medium-Density Residential (2 to 4 Units per Acre) |
| R-3 | Medium-Density Residential (2 to 4 Units per Acre) |
| RB-2 | Medium-Density Residential (2 to 4 Units per Acre) with Special Use Provisions |
| B-2 | Business, Retail and Service |
| PCD-RLD | Professional and Retail (2 to 4 Units per Acre) |
| PCD-RMD | Professional and Retail (2 to 4 Units per Acre) with Special Use Provisions |
| PCD-C | Professional Consultant (2 to 4 Units per Acre) |
| PCD-BP | Business Professional |
| CD-NB | Community Development (2 to 4 Units per Acre) |
| P-1 | Public Institutional |
| [Hatched Box] | Special Use District |

**CITY OF GIG HARBOR
GIG HARBOR NORTH
GENERALIZED LAND USE MAP**



GIG HARBOR NORTH ANNEXATION
AREA
PROPOSED ZONING DISTRICT
REGULATIONS

PLANNING COMMISSION
RECOMMENDATION
November 14, 1995



Chapter 17. . . .
Planned Community Development
Residential Low Density (RLD)

17. . . . Intent

Provide for well designed residential developments which are located to minimize adverse effects on the environment or sensitive natural areas.

Provide clustering of dwelling units to protect important natural features and amenities, limit the costs of development and public service costs and to maintain, enhance and complement the natural beauty of the Gig Harbor community.

Allow unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels, maintain or enhance community linkages and associations with other neighborhoods, and to allow village and traditional neighborhood forms.

17. . . . Permitted Uses

1. Single family detached and attached dwellings
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Accessory apartments subject to the criteria established in the definition.
2. Parks, Open Space and Community Recreational Facilities.
3. Family day care facilities within a residence serving up to twelve children.
4. Group Homes and Adult Family Homes
5. K-12 Educational facilities.
6. Houses of religious worship and related uses on parcels not greater than five acres.
7. Home Businesses, consistent with the Zoning Code.
8. Public facilities

17. . . . Conditional Uses

1. Commercial Family Day Care facilities.

17. . . . Performance Standards

A. Density

Maximum base density is 4 dwelling units per gross acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option

A bonus density of up to of up to 30% over the base may be permitted, based upon the following allocations:

- a. 30% of the development site is common open space,

which must be contiguous or larger than 1 acre in area (+5%).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).

c. A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:

- 1) Clearly defined athletic fields and/or activity courts.
- 2) Recreation Center or Community Facility.

d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

2. Density Credit Transfers

A transfer of density credits may be applied from one residential district within the PCD district to the RLD District up to a maximum of 7 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 7 dwelling units per acre.

B. General

1. Maximum density is 4 dwelling units per structure in attached single family dwellings.

2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.

3. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

4. Minimum Yards (from the property line)

| | |
|-------|--|
| Front | 15 feet |
| Side | 5 feet. At least 20 feet is required on the opposite side of a lot having a zero lot line. |

Rear 15 feet

5. Minimum lot area

The minimum lot size is 10,000 square feet for divisions of land of four or less lots. A minimum parcel size is not specified for divisions of land of five or more lots.

6. Minimum Lot Width

Minimum lot width is 0.7% of the lot area, in lineal feet.

7. Maximum Height

The maximum height is 35 feet.

8. Maximum Lot Area Coverage

45%, excluding residential driveways, private walkways and similar impervious surfaces.

9. Landscaping

Landscaping shall comply with the requirements of Section 17.78.

10. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

11. Circulation/Roads/Streets

Residential development which provide pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks curbs and gutters within the residential development, in whole or in part, upon approval of the Public Works Director.

12. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17. __. __
**Planned Community Development
Residential Medium Density (RMD)**

17. __. __ Intent

Provide for greater population densities to facilitate high quality affordable housing, a greater range of lifestyles and income levels. Provide for the efficient delivery of public services and to increase residents accessibility to employment, transportation and shopping. Serve as a buffer and transition area between more intensively developed areas and lower density residential areas.

17. __. __ Permitted Uses

1. Single family detached and attached dwellings.
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Multifamily attached units.
4. Parks, Open Space and Community Recreational Facilities.
5. Family day care facilities within a residence serving 12 or fewer children.
6. Group Homes, consistent with state law.
7. K-12 Educational facilities
8. Houses of religious worship and related uses on parcels not greater than five acres.
9. Home Businesses, consistent with the Zoning Code.
10. Public facilities
11. Accessory apartments subject to the criteria established in the definition.

17. __. __ Conditional Uses

1. Commercial Family Day Care facilities.

17. __. __ Performance Standards

A. Density

The minimum base density is 8 dwelling units per acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option

A bonus density of up to of up to 30% over the base may be permitted, based upon the following allocations:

a. 30% of the development site is common open space, which must be contiguous or greater than larger than 1 acre in area (+5%).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use

map (+10%).

c. A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:

- 1) Clearly defined athletic fields and/or activity courts.
- 2) Recreation Center or Community Facility.

d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

2. Density Credit Transfers

A transfer of density credits may be applied from one residential district within the PCD to the Residential Medium District up to a maximum of 16 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 16 dwelling units per acre.

B. General

1. Single family attached units must have individual private yards or courts enclosed by a wall, berm or dense landscaping. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

2. Minimum Yards (from the property line)

| | |
|-------|----------|
| Front | 10 feet |
| Side | 30 feet. |
| Rear | 30 feet. |

3. Maximum Height

The maximum height is 45 feet.

4. Maximum Lot Area Coverage

65%, excluding driveways, private walkways and similar impervious surfaces.

5. Landscaping

Landscaping shall comply with the requirements of Section 17.78.

6. Circulation/Roads/Streets

Residential development which provide pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks curbs and gutters within the residential development, in whole or in part, upon approval of the Public Works Director.

7. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

8. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17. . .
**Planned Community Development
Commercial**

17. . . Intent

Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area. Encourages urban development. Encourages attractive natural appearing development and landscaping. Promotes a quality visual environment by establishing standards for the design, size and shape of buildings that create an attractive business climate. Where appropriate, residential uses should be located above commercial uses.

17. . . Permitted Uses

1. Retail and wholesale sales and service
2. Business and professional offices and services, including government offices.
3. Medical complex facilities
4. Nursing and convalescent homes
5. Retirement complexes
6. Hotels and motels
7. Nurseries
8. Commercial recreation
9. Automobile service stations and repair, including car wash facilities
10. Restaurants, including drive-through establishments, cocktail lounges and taverns
11. Banks and financial institutions
12. Public facilities
13. Convention/conference center facilities
14. Performing arts centers
15. Museums and art galleries
16. Churches
17. Public and private schools
18. Trails, open space, community centers
19. Residential located above retail facilities.
20. Mini-storage facilities

17. . . Performance Standards

1. Yard Requirements

The following minimums (in feet) apply:

| Contiguous Parcel Situation | Lot Width | Front | Side | Rear | Street Frontage |
|-----------------------------|-----------|-------|------|------|-----------------|
| Commercial/Commercial | 75 | 20 | 05 | 20 | 20 |
| Commercial/Residential | 75 | 20 | 30 | 30 | 20 |

2. Landscaping

All uses shall conform to the landscaping requirements established in Section 17.78. All required yards shall be landscaped in accordance with the landscaping requirements of Section 17.78.

3. Lot area

There is no minimum lot area for this district.

4. Height

Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be determined as defined in Section 17.04.160 of the GHMC. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code.

5. Lot coverage

There is no maximum lot area coverage except as needed to meet setback, open space and landscaping requirements.

6. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

7. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

8. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

9. Outdoor Lighting

Within 100 feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that

direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

10. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

11. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

12. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17. . . .
**Planned Community Development
Business Park**

17. . . . Intent

The Business Park District Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises. The Business Park District is intended to be devoid of nuisance factors, hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

17. . . . Permitted Uses

1. Research and development facilities
2. Light assembly and warehousing
3. Light manufacturing
4. Service and retail uses which support and are ancillary to the primary uses allowed in the Business Park district.
5. Professional offices and corporate headquarters
6. Distribution facilities
7. Vocational, trade and business schools
8. Book and magazine publishing and printing
9. Financial and Investment Institutions
10. Commercial Photography, cinematography and video productions facilities
11. Reprographic, computer, courier services, mail and packaging facilities.
12. Trails, open space, community centers
13. Schools, public and private.
14. Public facilities

17. . . . Performance Standards

All uses in the Business Park zone shall be regulated by the following performance standards:

1. General

Uses which create a risk of hazardous waste spills must provide hazardous waste containment provisions that meet health and environmental regulations to prevent air, ground and surface water contamination.

2. Setbacks

No structure shall be closer than 150 feet to any residential zone or development or closer

than 50 feet to any street or property line. Parking shall not be located any closer than 30 feet to a property line.

3. Open Space

A minimum of 20% of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.

4. Landscaping

All uses shall conform to the landscaping requirements established in Section 17.78. All required yards shall be landscaped in accordance with the landscaping requirements of Section 17.78.

5. Lot area

There is no minimum lot area for this district.

6. Height

Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be calculated as defined in Section 17.04.160 of the GHMC. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code.

7. Lot coverage

There is no maximum lot area coverage except as needed to meet setback, open space and landscaping requirements.

8. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

9. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

10. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

11. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting

or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

12. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

13. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

14. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17. . . .
**Planned Community Development
Neighborhood Business**

17. . . . Intent

The intent of the Neighborhood Business District (NBD) is to provide for businesses serving the everyday needs of neighboring residents. The NBD is limited in overall site area and availability of uses and is not intended to provide regional retail facilities. The NBD implements the goals and policies of the Gig Harbor Comprehensive Plan in providing retail and service uses that are easily accessible to local residents.

17. . . . Permitted Uses

Retail uses primarily service residential areas and having less than 7,500 square feet of floor space per business. Those uses include, but are not limited to:

1. Banks
2. Grocery stores
3. Delicatessens
4. Drug stores
5. Bakeries
6. Gift shops
7. Hardware stores
8. Shoe repair
9. Barber and beauty shops
10. Laundry/dry cleaning
11. Flower shops
12. Restaurants, except drive-in/drive-thru
13. Business/professional offices
14. Public facilities
15. Gasoline dispensing
16. Residential above permitted business use
17. Trails, open space, community centers
18. Public facilities

Performance Standards

1. General

All uses in the Neighborhood Business zone are subject to the following conditions:

- All business, service, or repair must be conducted within an enclosed building except for outside restaurant sitting, flower and plant display and fruit/vegetable

stands appurtenant to a grocery store.

- Any goods produced in the neighborhood business zone shall be sold on the premises where produced.
- Processes, equipment and goods shall not emit odor, dust, smoke, cinders, gas, noise, vibrations, or waste which would be unreasonably affect adjacent residential area.

The Neighborhood Business Districts shall not be greater than 3 acres in total land area nor may an NBD be located within one mile of any other NBD.

2. Hours of Operation

The following hours of operation apply:

| Facility | Hours of Operation |
|--|--------------------|
| Gasoline Dispensing with Convenience Store | 6:00am - 10:00pm |
| Grocery Stores | 6:00am - 10:00pm |
| Delicatessens | 6:00am - 10:00pm |

3. Yard Requirements

Minimum yard requirements are as follows:

| <u>Contiguous Parcel Situation</u> | <u>Minimum Lot Width</u> | <u>Front</u> | <u>Side</u> | <u>Rear</u> | <u>Street Frontage</u> |
|------------------------------------|--------------------------|--------------|-------------|-------------|------------------------|
| Commercial/Commercial | 75 | 10 | 0 | 20 | 20 |
| Commercial/Residential | 75 | 20 | 30 | 30 | 20 |

The side yard must be at least 20 feet plus 10 feet for each story above two.

Except when adjacent to a residential use or zone, the side yard must be at least 30 feet plus 10 feet for each story above two.

4. Height

Maximum height is 35 feet for all structures.

5. Lot area

No minimum lot size is specified except as required to accommodate landscaping and open space requirements.

6. Lot coverage

A maximum lot coverage is not specified except as needed to meet setback and open space requirements.

7. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

8. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

9. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

10. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

11. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

12. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

13. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17. . .
**Planned Community Development
Transfer of Density Credits Option**

17. . . Intent

The intent of the density credit transfer option is to permit greater flexibility in the allocation of residential density within a Planned Community Development designation without exceeding the maximum density buildout as planned for. The density transfer credit option may provide for higher densities in areas posing the fewest environmental constraints and which also have available access to public transportation. To this end, desired goals of the density credit transfer option are to:

1. Protect areas identified as having environmentally sensitive areas or features by minimizing or avoiding impacts associated with residential development.
2. Supply quality affordable housing while providing access opportunities to local employment areas.
3. Promote more efficient provision of public services.
4. Locate higher density residential development in areas which are capable of supporting more intense uses.

17. . . Applicability

Density credit transfers are limited to the Planned Community designation and the Mixed Use designation of the City of Gig Harbor Comprehensive Plan (Nov., 1994). Density credit transfers may be applied from one residential district to another residential district. A density credit consists of one residential dwelling unit.

Property which is constrained by critical areas or wetlands as defined under the Gig Harbor Municipal Code shall receive full density credit for those portions of the site which are undevelopable.

Density credits may be transferred in whole or in fractions. Development rights associated with a density credit are considered real property and are subject to any legal requirements as applicable to other real property.

17. . . Procedure

An owner of real property within the Planned Community District residential low or residential

medium may apply for a density credit transfer either as a donor or receiver of the density credit. A donor relinquishes density from property under the donor's ownership to the receiver's property. The receiver of density credits may apply the increased density to land under the receiver's ownership, consistent with the City of Gig Harbor Comprehensive Plan and the City Zoning Code. The following process applies to the transfer and receipt of density credits:

The applicant must submit documentation to the City which provides the following:

1. The location, site area and specific development right(s) permitted under the Comprehensive Plan and Zoning Code which the property owner proposes to transfer, the base density, inclusive of previously transferred density, and the resultant change in density on the donor's property.
2. The location and site area of the land to which the density credit is transferred to, including the projected density credit resulting from the transfer, the base density and the resultant change in density on the receiver's property.

Upon receipt of the completed application for density credit transfer, the Planning-Building Department shall review the density credit transfer proposal to assure that it is consistent with the Planned Community Development district designation to which it applies and the general density as stated.

Upon approval of the Planning Department, the applicant/property owner shall file with the Pierce County Auditor a legally sufficient document which effectively accomplishes the following:

1. A covenant on the lands affected by the density credit transfer which contains deed restrictions reflecting the transfer and its resultant conditions to private ownership and future development of the land.
2. A deed for the development rights so affected shall be assigned an Assessor's tax parcel number, including a legal description of the real property from which density credits are to be donated from and a legal description of the real property to which such density credits are to be transferred to.

A copy of the executed legal instrument, bearing the Pierce County Auditor's file number, shall be provided to the Planning Department prior to the issuance of any development permit for the affected properties.

17. . . .
Mixed Use District Overlay
(Applies to the Burnham Drive Corridor)

17. . . . Intent

The intent of the mixed use zone is to provide flexibility in promoting the development of an integrated multi-use district which permits a variety of residential types and compatible businesses in close proximity to each other.

Development standards and design guidelines assure site development that is sensitive to critical lands and will provide the flexibility necessary to accommodate changing land use patterns and conditions.

Projects should be designed to assure that early development does not foreclose options for later projects and that new and different uses can be added without jeopardizing uses already established or planned for.

17. . . . Permitted Uses

1. Residential dwellings, attached/detached.
2. Retirement communities/complexes.
3. Professional Business Offices and Services
4. Retail Sales and Service
5. Group Homes, consistent with state law.
6. Commercial Recreation
7. Hotels and Motels, including restaurants and conference facilities.
8. Light Manufacturing and Assembly
9. Automobile and boat repair where the repairs are conducted within enclosed buildings or in a location that is not visible for public right-of-way and adjacent properties.
10. Public facilities.
11. Churches and related uses on parcels less than ten acres.

17. . . . Conditional Uses

1. Churches and related uses on parcels greater than ten acres.

17. . . . Site Development and Performance Standards

A. Minimum Development Parcel Size

To promote efficient and compatible groupings of uses within a Mixed Use District, the following minimum development parcel sizes shall apply:

1. No parcel less than 10 acres shall be developed with residential uses, except where the parcel is contiguous to a developed or planned residential area.
2. No parcel less than 10 acres shall be developed with commercial or business uses, except where the parcel is contiguous to a developed or planned business or commercial area.
3. Where phased development is proposed for a parcel of 10 acres or greater and where the first phase is less than 10 acres, the remaining portion of the parcel reserved for future development shall be committed to residential or commercial uses.
4. Where residential and non-residential uses are developed on the same parcel or site, the parcel size requirements may be waived where it is found that the intent of the mixed use zone is otherwise met.

B. Density

1. Maximum residential density is 4 dwelling units per acre. Minimum parcel size is not specified. Bonus densities of up to 30% over the base may be permitted, based upon the following allocations:
 - a) 30% of the development site is common open space, which must be contiguous to greater than 1 acre in area (+5%).
 - b) A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).
 - c) A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:
 - a. Clearly defined athletic fields and/or activity courts.
 - b. Recreation Center or Community Facility.

Additional common open space is provided between the development and adjacent residential zones, uses or developments

(+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

C. General

1. The Maximum residential density is 4 dwelling units per structure in townhouse or zero lot-line developments.
2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.
3. Townhouse units adjacent to a single family residence within the same development shall have a front yard equal to or exceeding the single family dwelling and a minimum side yard of 25 feet if adjacent to a single family lot.
4. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

D. Separation of Uses/Transition Buffers

To assure that different land uses are adequately separated, the following transition buffers and setbacks shall be used:

1. Buffers Separating New Businesses from Existing Residential Uses

Where adjacent property is developed or planned for residential use, a business or commercial use must meet the following standards:

- i. A minimum 35 feet setback from any property shared with a residential site.
- ii. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.
- iii. No parking shall occur within a required buffer.

2. Buffers Separating New Residential Use from Existing Commercial Uses

Where adjacent property is developed or planned for commercial use, a residential use must meet the following standards:

- i. A minimum 35 feet setback from any property shared with a commercial site.

- ii. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.

3. Buffers Separating Multi-family Dwellings from Existing Single Family Dwellings

Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

- i. A minimum setback of 25 feet from all street right-of-ways common to both uses.
- ii. A minimum setback of at least 25 feet from any property line shared with a single family use
- iii. Landscaping within required buffer areas equal to minimum width of the buffer.

Parking areas shall not occupy the required buffer area.

4. Buffers Separating Single Family Dwellings from Existing Multi-Family Dwellings

Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

- i. A minimum setback of 25 feet from all street right-of-ways common to both uses.
- ii. A minimum setback of at least 25 feet from any property line shared with a single family use
- iii. Landscaping within required buffer areas equal to minimum width of the buffer.

F) Commitment of Lands to Specified Uses

The owner of any property desiring to develop a mixed use development within the Mixed Use Overlay shall file with the City of Gig Harbor a Pre-Commitment Statement confirming that certain lands are planned for a particular land use category. The Pre-Commitment Statement shall also be filed with the Pierce County Auditor as a covenant to the land affected and a copy of the Statement with the Auditors file number affixed shall be filed with the city prior to any authorization of any use on the property. Such statements shall be valid for a period not to exceed three years from the date of filing with the City unless:

- 1. A valid preliminary plat or site plan application is filed within that period, or;

2. The statement is withdrawn by the property owner, contract purchaser or authorized agent of either.

G) Mixed Use Occupancies

Residential units and retail business or office uses shall be permitted within the same structure, subject to the following standards:

1. The non-residential use must have access by way of a business arterial and shall front directly on an adjacent sidewalk or pedestrian walkway, or on a front or side yard from which vehicles are excluded.
2. Where a business or residential portion of the building is located on different floors, business uses shall occupy the floors below the residential uses.
3. Business and residential portions of a building must be separated by soundproof walls, floors, equipment, utilities or other suitable architectural features or appurtenances.
4. Allocation of uses shall be consistent with the City of Gig Harbor Comprehensive Plan.

H) Performance Standards

1. Minimum Yards (from the property line)

Front 15 feet

Side 5 feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.

Rear 15 feet

2. Maximum Height

The maximum height is 35 feet.

3. Maximum Lot Area Coverage

45%, excluding driveways, private walkways and similar impervious surfaces.

4. Landscaping

Landscaping shall comply with the requirements of Section 17.78.

5. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be

screened from view from all public right-of-way.

6. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

7. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

8. Trash Receptacles

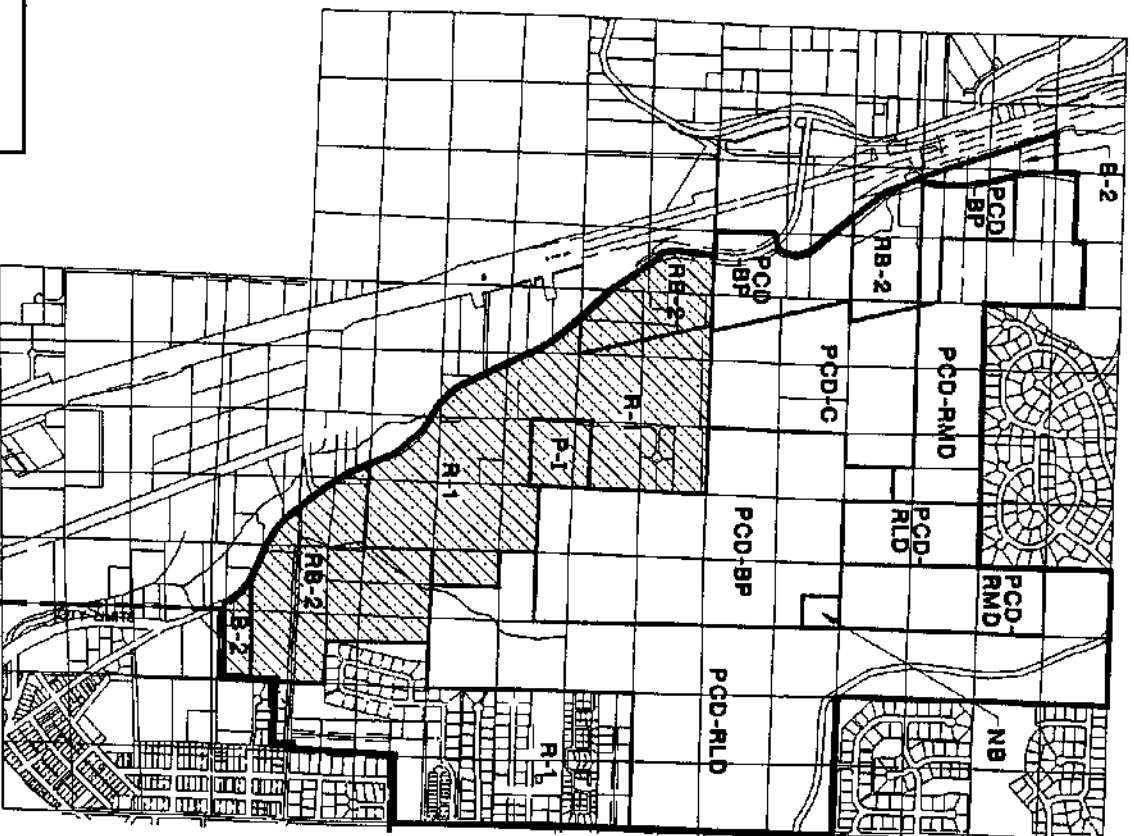
Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

9. Design

All residential structures of four or more attached units and all non-residential structures shall comply with the standards of the City of Gig Harbor design guidelines.

10. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.



LEGEND:

R-1
SINGLE-FAMILY, LOW DENSITY
(UP TO 4 DU PER ACRE)

R-2
MEDIUM DENSITY RESIDENTIAL
(UP TO 8 DU PER ACRE)

B-2
RETAIL, SALES AND SERVICE

PCD-RMD
PLANNED COMMUNITY, MEDIUM DENSITY (4-8 DU PER ACRE)

PCD-RLD
PLANNED COMMUNITY, LOW DENSITY (1-4 DU PER ACRE)

PCD-C
PLANNED COMMUNITY, GENERAL, COMMERCIAL, RETAIL

PCD-BP
PLANNED COMMUNITY, BUSINESS PARK

PCD-NB
PLANNED COMMUNITY, NEIGHBORHOOD (1-4 DU PER ACRE)

P-1
PUBLIC INSTITUTIONAL

MCD USE OVERLAY DISTRICT

**CITY OF GIG HARBOR
GIG HARBOR NORTH
GENERALIZED LAND USE MAP**



REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 8, 1996

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

PUBLIC COMMENT / DISCUSSION: None.

PUBLIC HEARINGS:

First Reading of Ordinances:

1. Amendments to Chapter 15.06 - Defining a Complete Building Permit Application
2. Amendments to Title 16 - Subdivisions.
3. Amendments to Title 17 - Zoning Code.
4. Amendments to Chapter 17.01 - Construction Trailers.
5. Amendments to Chapter 17.04 - Definitions.
6. Amendments to Chapter 17.07 - Enforcement.
7. Amendments to Chapter 17.10 - Hearing Examiner.
8. Amendments to Chapter 17.15 - Public Institutional District.
9. Amendments to Chapter 17.45 - Employment District.
10. Amendments to Chapter 17.65 - Special Use Permits.
11. Amendments to Chapter 17.94 - Land Clearing.
12. Amendments to Title 19 - Administration Procedures.

Ray Gilmore explained that there are twelve ordinance up for consideration and added that he wanted to open items 3 through 11 together, as they all pertain to Title 17 of the Municipal Code.

Mayor Wilbert opened the public hearing on the Amendments to Chapter 15.06 - Defining a Complete Building Permit Application, at 7:10 a.m. There were no comments from the audience on this item, and she closed the public hearing at 7:10, and opened the public hearing on Amendments to Title 16 - Subdivisions. There were no comments on this item and the public hearing was closed at 7:11 and the public hearing on Items 3 through 11 was opened at 7:11.

Mr. Gilmore explained that this was the main body of the Municipal Zoning Code and gave a brief description of the changes that had occurred since these proposed amendments were last before Council.

Dick Allen - 3603 Ross Avenue. Mr. Allen questioned whether or not it was appropriate to have rental halls in residential areas. He voiced concerns that these facilities would generate late-night noise and traffic that would disturb surrounding residents and added that they would be better situated in a commercially zoned area, or in an large area with buffering. His second issue was why Christmas Tree sales were deleted as an allowed use in commercial zones. He added his concerns that the decisions regarding planned residential and planned unit developments were being left to the Hearing Examiner rather than City Council, unless there was a formal appeal filed. Councilmember Platt stated that this was an issue with Council also, and would be further discussed.

Geoff Moore - Pac Tech Engineering. Mr. Moore stated his concerns that the word "business" was being eliminated in the definition section for RB-2. He said that the change in definition would affect several properties in RB-2 zones that currently have mixed uses, and the replacement of the

word "business" with "professional office" would unnecessarily limit the use of the buildings in those zones which currently do not experience any problems. He added that zoning of future areas could be changed, but to leave the existing RB-2 definition as is.

Roger Mosiman - 9617 Harmony Lane. Mr. Mosiman introduced himself as owner of property in the RB-2 zone off Skansie Avenue. He gave a copy of a letter to Councilmembers and read the proposed definition of "business." He added that it would make sense to allow more than only professional offices in this location and invited Council to go up to the area and take a look.

Wayne Knight - 3715 165th Ave. KPN. Mr. Knight owns property adjacent to Mr. Mosiman's in the area of Skansie and Neel Court. He said he had bought interest in the properties in 1970, and it had always been retail/business mixed use and that it should remain the same. He didn't feel the grandfather clause was sufficient to protect the property uses.

Paul Cyr - Land Use Consultant residing outside city limits. Mr. Cyr said he concurs with the previous speakers, and the word "business" should not be dropped from the definition. He suggested adding a new definition to the code to handle future zoning. He asked that hotel/motels be added to the RB-2 zone as a conditional use.

There were no further comments from the audience, Council, or staff. The Mayor closed the public hearing on these items at 7:48. She then opened the public hearing on Title 19.

Ray Gilmore explained that Title 19 is a new addition to the municipal code drafted by legal counsel. He added that the permitting matrix pertains to all other sections of the zoning code, defining the process. He introduced Carol Morris, legal counsel.

Ms. Morris said that the matrix could answer many questions regarding the decision making process. She explained the changes in the section regarding an incomplete application procedure.

Mayor Wilbert asked for public comment.

Paul Cyr - Mr. Cyr concurred with the recommendation that Council rely upon the Hearing Examiner's process. He added that it was a thorough public process and Council becomes the final arbitrator if someone is dissatisfied with the process.

Dick Allen - Mr. Allen said that he didn't feel that a Hearing Examiner was more knowledgeable than the Council. He said he would feel much more comfortable with the final decision being left to the Council.

There were no further comments from the audience, and the public hearing was closed at 7:58 p.m. Ray Gilmore said that there was a letter from Thomas Oldfield in Council's boxes regarding legal points about the takings issues and said that Carol could prepare an analysis of the issues for the next meeting. Mayor Wilbert asked legal counsel to prepare the information.

SWEARING IN CEREMONY: Mark Hoppen asked Councilmembers Marilyn Owel, Corbett Platt, and Nick Markovich to stand and take an oath as newly elected and re-elected Councilmembers.

CALL TO ORDER: 8:01 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the December 11, 1995 meeting as presented. Platt/Picinich - four voting in favor. Councilmember Markovich abstained.

CORRESPONDENCE:

1. Tom Taylor, Peninsula Gateway - Cruisin the Gig. Mayor Wilbert introduced this letter announcing the ninth annual classic car show to be held May 19th at the City Park.
2. Pierce County Library District. Mayor Wilbert spoke of this letter asking for a representative from the city to attend a retreat to help develop the library's future mission on Saturday, January 27th, 9:00 am - 4:00 pm. Councilmember Picinich offered to attend the retreat.

OLD BUSINESS: None.

NEW BUSINESS:

1. Award of Contract to Purchase Photocopiers. Molly Towslee presented the bids for two new photocopiers for city hall. She explained that Pitney Bowes had requested to withdraw their bid because the state tax had been left out of the final bid price, and recommended that the bid be awarded to the next lowest bidder, Minolta. The service contract for the two machines will be presented to Council at the next meeting for approval.

MOTION: Move to award the bid to purchase two copiers to Minolta in the amount of \$30,300.11 and the maintenance per month of \$230. Ekberg/Owel - unanimously approved.

2. SDP 95-06, Gilich - Variance and Shoreline Permit for Parking Lot Improvements. Mayor Wilbert opened this agenda item up for public hearing at 8:13 p.m. Mayor Wilbert asked if any Councilmembers wished to reveal any ex parte oral or written communications on this matter, or to disclose any potential appearance of fairness issues, or if any member of the audience had any appearance of fairness challenges to any of the Councilmembers or Mayor. Councilman Markovich explained that he had represented the applicant in the past and recused himself from the proceedings and left the council chambers. Mayor Wilbert then asked the representative for the project, John Gilich, and staff member, Ray Gilmore, to take an oath of honesty in any testimony that they may give, to which they answered affirmatively.

Ray Gilmore presented this request for a variance and shoreline permit by John Gilich to pave the vacant lot next to the Harbor Inn Restaurant. He added that the variance was to reduce the parking lot landscaping requirements for the parcel, and the shoreline development permit is required because the cost of improvements exceeds \$2,500.

John Gilich - 7005 Soundview Drive. Mr. Gilich explained that he had hired Pac Tech Engineering to develop a drainage plan to submit to the Department of Fish and Wildlife. He answered Council's questions regarding landscaping and handicapped parking spaces.

There were no further comments, and public hearing was closed at 8:24.

MOTION: Move to approve Resolution No. 460 approving the Hearing Examiner's recommendation to approve a shoreline permit.
Picinich/Ekberg - unanimously approved.

Councilman Markovich returned to the council chambers.

3. First Reading of Ordinance to Adopt the Public Works Standards by Reference. Mark Hoppen introduced Carol Morris to present this agenda item. Ms. Morris explained that to prevent any challenges to the development standards, she recommended readopting them by ordinance. This item will return for a second reading at the next council meeting.

4. Approval of PCRC Interlocal Agreement. Mark Hoppen presented this formation agreement presented by Pierce County Regional Council and explained that their by-laws were also attached for consideration. Mayor Wilbert added that she had been involved in the interaction leading to this agreement. Councilman Picinich pointed out that an alternate must be chose to represent the City of Gig Harbor.

MOTION: Move to adopt Resolution No. 461 which adopts amendments to the interlocal with Pierce County Regional Council.
Markovich/Picinich - unanimously approved.

5. Approval of PCCPP Amendments. Mark Hoppen introduced the final version of the amendments to the Pierce County County-wide Planning Policies. He added that the standard would have no negative impacts on the way we do contracting for utilities outside city limits or on the future of growth standards.

MOTION: Move to approve Resolution No. 462 which adopts the amends to the Pierce County County-wide Planning Policies.
Markovich/Picinich - unanimously approved.

MAYOR'S REPORT:

Mayor Wilbert introduced the panoramic photograph hanging in the back of the Council Chambers. She explained that the photo had been borrowed from Mrs. Marty Hoppen, and had been taken by her son, Guy. Mayor Wilbert again asked Councilmembers to consider purchasing a piece of art for City Hall in commemoration of the City's Fiftieth Anniversary. She added that there will be an historic art display in the council chambers held during the anniversary celebration.

COUNCIL COMMENTS: None.

STAFF REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

Pierce County Council Meeting - Tuesday, February 27th - 7:00 p.m. at Gig Harbor City Hall.

APPROVAL OF BILLS:

MOTION: Move approval of checks #15190 through #15299 in the amount of \$122,680.77.
Owel/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of payroll checks #12043 through #12153 in the amount of \$165,777.86.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

ADJOURN:

MOTION: Move to adjourn at 8:37 p.m.
Platt/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 410 Side B 204 - end.
Tape 411 Side A 000 - end.
Tape 411 Side B 000 - end.
Tape 412 Side A 000 - 176.

Mayor

City Administrator



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Ray Gilmore, Planning Staff
DATE: January 18, 1996
SUBJ.: Proposed Land Use Development Codes (Title 15, Title 16, Title 17 and new Title 19) - Second Reading of Ordinances

BACKGROUND

This is the second and final reading of the revised Titles 16 and 17 of the GHMC and a new Title 19 (Administrative Procedures). Also included are proposed revisions to Title 15 respective to defining a complete building permit application. This is not a public hearing and no additional testimony should be considered.

At the last meeting on January 8, Council was presented with the latest draft of the code updates. Council is requested to bring the latest version of the code update to this meeting. Staff has also attached to this memo a summary of all of the comments received to date at the public hearings, including the last hearing on January 8.

POLICY CONSIDERATIONS

The proposed ordinances represent policy significant changes in several operations of the City's land use standards and administrative functions.

RECOMMENDATION

This is the second and final reading of the ordinances, following five public hearings. Following Council discussion and deliberation, the ordinances may be adopted. As deemed appropriate, adjustments may be made to the proposed revised codes.

Comments Received at Council Public Hearings Development Code Update

Meeting of October 23

Peter Katich - 3509 Ross Avenue. Mr. Katich spoke in favor of the changes to section 17.48, specifically the section which places a **3,500 s.f. limitation for non-residential structures in the Waterfront Millville District and the limit of height increase of up to 24 feet to one structure if two amenities are provided.** He encouraged Council to support and approve these amendments.

Bob Frisbie - 9720 Woodworth Avenue. Mr. Frisbie said he had several items to discuss. First, he suggested that reference to **tele-communication transmission and relay facilities as a conditional use permit be removed**, due to modern technology allows for these systems to be located almost anywhere. He then added that **limiting the square footage in the Waterfront Millville District would amount to a taking** and that this issue could be dealt with in a different manner taking into consideration all the conditions of a lot, such as multiple parcels. He then added that **the existing height ordinance is better than what is proposed with these amendments.** He said **the height overlay system works and the proposed amendment allowing additional height will have a negative impact on views.** He concluded by suggesting that Council establish a bounty program similar to the one that the Department of Ecology uses to allow interested parties to make money by going to court with agreements or violations that the City chooses not to enforce.

Jim Kelly - 13606 26th Ave. NW. Mr. Kelly introduced himself as the attorney representing PNA. He spoke about a memo addressed to Council and the Mayor regarding their opposition against any large shopping centers that would destroy the small town atmosphere. **He added that PNA supports the proposed amendments to section 17.32 through 17.48 of the zoning code.**

Meeting of November 13

Paul Cyr - representing a client in city limits. Mr. Cyr shared his client's concerns regarding the permitted uses for RB-2 under the new code amendment, **Section 17.30.020.** **He said there was no provision, even with a conditional use permit, for a hotel/motel project. He asked for consideration for a project of this type in the amendment of this section.** His second issue noted was that Gig Harbor is an employment area and should consider allowing clean, high tech industry to locate here. He said **the maximum gross floor condition could arbitrarily limit these functions.** He asked that a range or density with buffering and landscaping be considered in lieu of a maximum gross floor designation.

Staff Comment: There is no floor area limit proposed for buildings within the employment districts.

Rick Gagliano - 8607 58th Ave. NW - Mr. Gagliano explained that he is the current Chairman of

the Gig Harbor Design Guidelines Technical Committee. He added that the committee had been preparing documents that would coordinate with the amendments proposed by the Planning Commission and said **they had completed an analysis of height options and it's effects**. He presented these options to Ray Gilmore to pass on to the Planning Commission to use as a tool to help in the decision making process. He said that the committee had spent considerable time working on guidelines in the context of the new amendments, and have a lot of information and input if allowed to participate in any workshops, if appropriate. He stressed that the committee's ultimate goal was for all documents to coincide. Mayor Wilbert thanked the Technical Committee for all their hard work, assured him that all information presented would be considered by the Council before any final decisions were made.

David Fisher - 5715 Wollochet Drive - Mr. Fisher introduced himself as an architect practicing outside the city limits on primarily residential homes. He passed out a letter to Councilmembers, then read the contents. His concerns were that **by limiting the square footage of businesses, existing businesses would not be allowed to grow, and therefore would relocate outside the area, and new businesses would be discouraged from coming in**. He said that planning should be approached with positive growth goals to encourage business to locate here to allow people who live here to work here.

Staff Comment: Mr. Fisher's comments relate to the proposed floor area limit of 5,000 square feet for non-residential buildings in the RB-1 district.

Peter Katich - 3509 Ross Avenue - Mr. Katich said he had spoken previously in favor of the maximum floor area requirement for commercial development, but that after hearing the other speakers, that he would have to slightly modify his position. He said balance must be considered **in residential areas such as the Millville designation**, to preserve the character and allow development to occur and business to prosper. **He encouraged Council to maintain the 3,500 sq. ft. limit on buildings in the Millville as proposed, and allow additional business development activity in other zoning districts that could provide for those opportunities without impacting sensitive areas.**

Jack Bujacich - 3607 Ross Avenue - Mr. Bujacich voiced his concerns that a Design Guidelines Committee could dictate what could be built in Gig Harbor, and especially when they don't even live in the City. The Mayor explained the make-up of the technical committee to Mr. Bujacich and why they were chosen. Steven Osguthorpe explained that the committee will come to an end in December, and then the Planning Commission will consider their recommendations, and hold several public hearings on the items. He told Mr. Bujacich that the Technical Committee meetings were open to the public, and that he was welcome to attend the Planning Commission's public hearings.

Meeting of November 27

Thomas Oldfield (representing Stan Stearns, Arabella's Landing Marina)

Requested that the 20 foot front yard setback in the WM district be reduced to 10 feet, in keeping with other existing buildings in the district (chap. 17.48.040); proposed changes to 17.48.060 (height options with amenities) appears in conflict with the Supreme Court's *Dolan* decision and may be unconstitutional; we should consider allowing shared parking in the WM

district just as we are proposing to allow shared parking in the DB and WC districts.

Paul Cyr

Same concerns as expressed at the Nov 13 meeting; also requested that Stroh's property be rezoned RB-2.

Staff Comment: Mr. Cyr was informed that map changes were not proposed at this point in time.

Rick Gagliano

Presented a proposed height option allowance as an alternative to proposal for 17.66.025; agreed that the height option should be an administrative variance.

Staff Comment: Portions of Mr. Gagliano's written statement has been utilized by staff to provide the criteria for the issuance of a height variance.

Meeting of January 8, 1996

Dick Allen

Questioned the need for including rental halls in the R-2 and RB-1 district. Questioned why Christmas tree sales had been deleted from the C-1 district. Questioned the wisdom of eliminating the city council from the final decision process for PRD's and PUD's.

Staff Comment: The purpose in placing **rental halls** as a conditional use in the RB-1 district is to address the current situation of the Yacht Club facility on Stinson. There currently is no definition of yacht club and, for the most part, these types of facilities are used as rental halls. Regarding **Christmas tree sales**, these were allowed as a conditional use. The proposal eliminates this requirement (new chapter 17.65) and does not require any permit other than a business license. Regarding **PUD's and PRD's**, the current process requires final approval by the Council. Under the proposed permit review process, preliminary plat approvals (which most PUD's have consisted of) are made by the hearing examiner and final plat approvals would be made by the council. An option for council to consider is to retain the rezone process for the PRD (which would require council approval).

Geoff Moore PAC-Tech Engineering, representing Roger Mossiman

Submitted letter of comment dated December 4, 1995. Requested that the definition not be changed to eliminate retail sales from the term "business-professional office". Requested that the term "business" not be deleted from 17.30.020 so that retail sales could continue in RB-2 districts.

Staff Comment: The planning commission made this recommendation on the concern that the current definition of business and professional offices as applied to RB-1 and 2 districts was so broad as to allow commercial/retail uses - in contrast to the intent of these districts which is to permit "certain specified business, personal and professional

services." If the issue is to allow commercial retail uses, than a zoning district change should be sought.

Roger Mossiman

Questioned why Mr. Moore's letter of December 4th was not given to the council prior to this hearing. Stated that he owns property on Neel Court and that eliminating the term "business" in 17.30.020 would eliminate many potential uses.

See above. Non-conforming uses may continue and may convert to other non-conforming uses if there is no material expansion of the structure or use. An owner initiated rezone for this property may be appropriate for this area

Wayne Knight

Stated that eliminating the term "business" in 17.30.020 would affect the key shop and Shoreline Glass.

See above.

Paul Cyr

Concurs with previous speakers. Requested that hotels and motels be permitted as a conditional use in the RB-2 district. Also stated that he believes the proposed change in the hearing process (new Title 19) in which the hearing examiner renders final decisions is the appropriate way to go.

The issue of hotels and motels as a conditional use in the RB-2 district has been previously discussed at the work session and council has not requested any change to the code. Regarding proposed changes to the permit review process (new Title 19), the comment is acknowledged.

Dick Allen

Regarding Title 19 believes that the Council should make the final decisions on permits as discretionary calls need to be made by the elected officials.

Comment is acknowledged. Council is advised that under the regulatory reform act only one open public hearing and one closed record hearing is permitted.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: COUNCILMEMBERS
FROM: MOLLY TOWSLEE, ADMINISTRATIVE ASSISTANT
SUBJECT: PHOTOCOPIER CONTRACT
DATE: JANUARY 18, 1996

INTRODUCTION

At the last council meeting, the purchase of two new copiers for City Hall was approved. Attached is a copy of the Supply/Service Contract for your approval. There are two, identical agreements, one for each machine.

RECOMMENDATION

To approve the Supply/Service Contracts with Minolta for .0115/per copy.



SUPPLY/SERVICE CONTRACT

RETURN THIS ENTIRE CONTRACT AND PAYMENT TO:
MINOLTA BUSINESS SYSTEMS, INC.

Attention _____
 Address _____
 City/State/Zip _____

Account Number _____

BILL TO:
Company _____

Attention _____

Address _____

City/State/Zip _____

Phone _____

Commencement Meter _____

Model 6000 Serial # _____

Comments ADMINISTRATION

SHIP TO:
Company The City of Gig Harbor

Attention Molly

Address 3105 JUDSON STREET

City/State/Zip Gig Harbor, WA 98335

Phone 206 851-8136

Commencement Date _____

M/A Meter Expiration _____

TERMS AND CONDITIONS

AMOUNT DUE

CHECK ONE:

- ANNUAL CONTRACT for a period of one year or _____ copies, whichever comes first.
- ANNUAL CONTRACT billed monthly, for a period of one year, based upon minimum monthly volume of _____ copies (not less than 10,000) at a charge of _____ per copy.

SUBTOTAL _____

SALES TAX _____

TOTAL DUE _____

This contract includes all labor, supplies (based upon published yields) as specified below, parts, and photoconductor (drum); excludes paper and staples.

_____ bottles/cartridges of black toner _____ bottles of starter.

Comments: 1015 / COPY / STATE CONTRACT PRICING

S/R _____

S.O.# _____

by _____
CUSTOMER SIGNATURE DATE

by _____
MBS CREDIT MANAGER DATE

Title _____

by _____
MBS SERVICE MANAGER DATE

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a binding Agreement.

See Reverse Side for Additional Terms and Conditions.

SUPPLY/SERVICE CONTRACT TERMS AND CONDITIONS

1. **DELIVERY:** All merchandise hereby purchased shall be shipped F.O.B. nearest Minolta Business Systems, Inc., a subsidiary of Minolta Corporation, (hereinafter "MBS"), distribution center.
2. **INSTRUCTIONS AND INSTALLATION:** MBS shall, upon request, instruct Customer initially as to the use of equipment hereby purchased and shall install the equipment for Customer. For providing such instructions and installation, Customer shall pay MBS the installation charge set forth on the face hereof.
3. Only authorized MBS personnel may make modifications to this Agreement.
4. When this agreement is signed by Customer and a MBS Branch Manager or an officer of MBS, it shall constitute a binding agreement between Customer and MBS, subject to credit approval by MBS.
5. **SECURITY:** As security for payment of all amounts due and becoming due to MBS hereunder, Customer hereby grants to MBS a security interest in all merchandise which is the subject of this Supply/Service Contract. Customer shall, upon request by MBS, execute and deliver to it for filing such Uniform Commercial Code financing statements as MBS shall request. This document shall constitute a security agreement.
6. **NO ASSIGNMENT:** This Agreement may not be assigned by Customer without the prior written consent of MBS.
7. Customer agrees to pay MBS the total purchase price set forth above for the merchandise hereby purchased and all taxes (including without limitation, sales taxes) with respect to these items and all other charges set forth on the reverse side hereof.
8. **LATE CHARGE:** If payment is received later than thirty (30) days after the due date thereof, a late charge of 1-1/2% of the overdue amount per month (18% Per Annum), or the highest amount permitted by applicable law, computed from due date MBS receives payment, shall be paid by Customer to MBS upon demand by MBS.
9. **COLLECTION EXPENSES:** If timely payment is not made to MBS and collection procedures are then utilized by MBS Customer agrees to pay all costs of collection including, but not limited to collection fees, reasonable attorney fees, and court costs whether or not an action is commenced or proceeds to judgement.
10. **LIMITATION OF LIABILITY:** MBS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR FOR DIRECT OR CONSEQUENTIAL DAMAGES RELATIVE TO, ARISING FROM OR CAUSED DIRECTLY OR INDIRECTLY BY EQUIPMENT, SERVICING, OR ANY SUPPLIES OR ACCESSORIES OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY THEREOF OR ANY DELAY IN DELIVERY OR INSTALLATION THEREOF, IT BEING AGREED THAT MBS'S COMPLETE LIABILITY, EXPRESS OR IMPLIED, SHALL BE LIMITED TO THE ADJUSTMENT, REPAIR OR PARTS REPLACEMENT AS PROVIDED.
11. **MAINTENANCE:** If requested by Customer, MBS shall enter into its Equipment Supply/Service Contract with Customer pursuant to which MBS will service the equipment, as per the terms and conditions set forth in the following paragraphs and the reverse side of this contract.
12. If elected by Customer, MBS agrees to perform maintenance service with respect to equipment in accordance with the following terms and conditions.
13. THE EQUIPMENT MUST BE IN GOOD CONDITION ON THE COMMENCEMENT DATE OF THIS AGREEMENT. MBS CHARGES FOR PARTS AND LABOR REQUIRED TO PLACE THE EQUIPMENT IN SUCH CONDITION UNLESS COVERED UNDER ANY APPLICABLE WARRANTIES OR A CONTINUOUS MAINTENANCE AGREEMENT AND/OR CONTINUOUS SUPPLY/SERVICE AGREEMENT, MBS WILL INVOICE THE CUSTOMER AND THIS WILL BE IN ADDITION TO THE PRICE SET FORTH ON THE REVERSE SIDE HEREOF.
14. Maintenance and other charges are those in effect at the time this Contract was accepted by MBS or on the date of each renewal.
15. Payment for maintenance and other charges is due upon receipt of invoice. Should the Customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, MBS may (1) refuse to continue to service the equipment or (2) furnish service only on a time, travel and material basis, without prejudice to any other remedies MBS may have.
16. Should Customer elect a monthly billing program, the Customer agrees to pay an additional shipping and/or handling charge as determined by MBS. The Customer further agrees to pay the minimum meter charge plus monthly excess as set forth on the reverse side hereof, without regard for any aggregate allowance. Monthly billing applies to those Supply/Service Contracts with monthly volumes of 10,000 copies or greater and an operational S.M.A.R.T. System.
17. Preventive maintenance service to be performed under this Contract shall be performed at a time or times determined by MBS and may be made at the same time as service calls.
18. Necessary service calls performed during normal business hours are included in the Contract price. Overtime charges at MBS' then current rate shall apply and be invoiced for all service calls made outside normal business hours. "Normal business hours" shall mean 8:30 am to 5:00 pm, Monday through Friday, exclusive of holidays.
19. This Supply/Service Contract does not cover service necessitated by malfunctions of parts and/or attachments of non-Minolta manufacture or by use of operating supplies such as paper and toner not compatible with the equipment or moving and/or relocation of the equipment.
20. Without prior written authorization, this Agreement shall not apply to any equipment which ceases to be at the Customer location described on the reverse side hereof or is damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force.
21. Specification changes, alterations or attachments may require a change in the Contract price set forth herein. Such changes shall become effective upon notice to Customer by MBS. MBS also reserves the right to terminate this Agreement by notice to Customer if MBS determines that such changes, alterations or attachments make it impractical for MBS to continue to service the equipment.
22. This Supply/Service Contract shall be for the period of time from commencement as set forth on the reverse side hereof or for the number of copies, whichever comes first.
23. If Customer elects to terminate this Supply/Service Contract prior to its expiration there will be a penalty charge equal to 25% of the face value of the Agreement. If the unused portion is less than 25% of the face value, Customer will not be entitled to a refund. Cancellation must be in writing to the service location specified on the reverse side of this contract. MBS will only terminate this Agreement if the Customer does not adhere to all terms and conditions and/or non-payment.
24. This Supply/Service Contract will automatically be renewed upon expiration date or number of copies specified, whichever comes first.



SUPPLY/SERVICE CONTRACT

RETURN THIS ENTIRE CONTRACT AND PAYMENT TO:
MINOLTA BUSINESS SYSTEMS, INC.
 Attention _____
 Address _____
 City/State/Zip _____

Account Number _____

BILL TO:
Company _____

Attention _____

Address _____

City/State/Zip _____

Phone _____

Commencement Meter _____

Model 6000 Serial # _____

Comments POLICE Department (DOWNSTAIRS)

SHIP TO:
Company The City of Gig Harbor

Attention Molly

Address 3105 JUDSON STREET

City/State/Zip Gig Harbor, WA 98335

Phone 206/851-8136

Commencement Date _____

M/A Meter Expiration _____

TERMS AND CONDITIONS

AMOUNT DUE

CHECK ONE:

ANNUAL CONTRACT for a period of one year or _____ copies, whichever comes first.

ANNUAL CONTRACT billed monthly, for a period of one year, based upon minimum monthly volume of _____ copies (not less than 10,000) at a charge of _____ per copy.

SUBTOTAL _____

SALES TAX _____

TOTAL DUE _____

This contract includes all labor, supplies (based upon published yields) as specified below, parts, and photoconductor (drum); excludes paper and staples.

_____ bottles/cartridges of black toner _____ bottles of starter.

Comments: .0115 / COPY STATE CONTRACT PRICING

| |
|--------------|
| S/R _____ |
| S.O. # _____ |

by _____ DATE _____
CUSTOMER SIGNATURE

by _____ DATE _____
MBS CREDIT MANAGER

Title _____

by _____ DATE _____
MBS SERVICE MANAGER

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a binding Agreement.

See Reverse Side for Additional Terms and Conditions.

SUPPLY/SERVICE CONTRACT TERMS AND CONDITIONS

1. **DELIVERY:** All merchandise hereby purchased shall be shipped F.O.B. nearest Minolta Business Systems, Inc., a subsidiary of Minolta Corporation, (hereinafter "MBS"), distribution center.
2. **INSTRUCTIONS AND INSTALLATION:** MBS shall, upon request, instruct Customer initially as to the use of equipment hereby purchased and shall install the equipment for Customer. For providing such instructions and installation, Customer shall pay MBS the installation charge set forth on the face hereof.
3. Only authorized MBS personnel may make modifications to this Agreement.
4. When this agreement is signed by Customer and a MBS Branch Manager or an officer of MBS, it shall constitute a binding agreement between Customer and MBS, subject to credit approval by MBS.
5. **SECURITY:** As security for payment of all amounts due and becoming due to MBS hereunder, Customer hereby grants to MBS a security interest in all merchandise which is the subject of this Supply/Service Contract. Customer shall, upon request by MBS, execute and deliver to it for filing such Uniform Commercial Code financing statements as MBS shall request. This document shall constitute a security agreement.
6. **NO ASSIGNMENT:** This Agreement may not be assigned by Customer without the prior written consent of MBS.
7. Customer agrees to pay MBS the total purchase price set forth above for the merchandise hereby purchased and all taxes (including without limitation, sales taxes) with respect to these items and all other charges set forth on the reverse side hereof.
8. **LATE CHARGE:** If payment is received later than thirty (30) days after the due date thereof, a late charge of 1-1/2% of the overdue amount per month (18% Per Annum), or the highest amount permitted by applicable law, computed from due date MBS receives payment, shall be paid by Customer to MBS upon demand by MBS.
9. **COLLECTION EXPENSES:** If timely payment is not made to MBS and collection procedures are then utilized by MBS Customer agrees to pay all costs of collection including, but not limited to collection fees, reasonable attorney fees, and court costs whether or not an action is commenced or proceeds to judgement.
10. **LIMITATION OF LIABILITY:** MBS SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR FOR DIRECT OR CONSEQUENTIAL DAMAGES RELATIVE TO, ARISING FROM OR CAUSED DIRECTLY OR INDIRECTLY BY EQUIPMENT, SERVICING, OR ANY SUPPLIES OR ACCESSORIES OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY THEREOF OR ANY DELAY IN DELIVERY OR INSTALLATION THEREOF, IT BEING AGREED THAT MBS'S COMPLETE LIABILITY, EXPRESS OR IMPLIED, SHALL BE LIMITED TO THE ADJUSTMENT, REPAIR OR PARTS REPLACEMENT AS PROVIDED.
11. **MAINTENANCE:** If requested by Customer, MBS shall enter into its Equipment Supply/Service Contract with Customer pursuant to which MBS will service the equipment, as per the terms and conditions set forth in the following paragraphs and the reverse side of this contract.
12. If elected by Customer, MBS agrees to perform maintenance service with respect to equipment in accordance with the following terms and conditions.
13. THE EQUIPMENT MUST BE IN GOOD CONDITION ON THE COMMENCEMENT DATE OF THIS AGREEMENT. MBS CHARGES FOR PARTS AND LABOR REQUIRED TO PLACE THE EQUIPMENT IN SUCH CONDITION UNLESS COVERED UNDER ANY APPLICABLE WARRANTIES OR A CONTINUOUS MAINTENANCE AGREEMENT AND/OR CONTINUOUS SUPPLY/SERVICE AGREEMENT, MBS WILL INVOICE THE CUSTOMER AND THIS WILL BE IN ADDITION TO THE PRICE SET FORTH ON THE REVERSE SIDE HEREOF.
14. Maintenance and other charges are those in effect at the time this Contract was accepted by MBS or on the date of each renewal.
15. Payment for maintenance and other charges is due upon receipt of invoice. Should the Customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, MBS may (1) refuse to continue to service the equipment or (2) furnish service only on a time, travel and material basis, without prejudice to any other remedies MBS may have.
16. Should Customer elect a monthly billing program, the Customer agrees to pay an additional shipping and/or handling charge as determined by MBS. The Customer further agrees to pay the minimum meter charge plus monthly excess as set forth on the reverse side hereof, without regard for any aggregate allowance. Monthly billing applies to those Supply/Service Contracts with monthly volumes of 10,000 copies or greater and an operational S.M.A.R.T. System.
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18. Necessary service calls performed during normal business hours are included in the Contract price. Overtime charges at MBS' then current rate shall apply and be invoiced for all service calls made outside normal business hours. "Normal business hours" shall mean 8:30 am to 5:00 pm, Monday through Friday, exclusive of holidays.
19. This Supply/Service Contract does not cover service necessitated by malfunctions of parts and/or attachments of non-Minolta manufacture or by use of operating supplies such as paper and toner not compatible with the equipment or moving and/or relocation of the equipment.
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22. This Supply/Service Contract shall be for the period of time from commencement as set forth on the reverse side hereof or for the number of copies, whichever comes first.
23. If Customer elects to terminate this Supply/Service Contract prior to its expiration there will be a penalty charge equal to 25% of the face value of the Agreement. If the unused portion is less than 25% of the face value, Customer will not be entitled to a refund. Cancellation must be in writing to the service location specified on the reverse side of this contract. MBS will only terminate this Agreement if the Customer does not adhere to all terms and conditions and/or non-payment.
24. This Supply/Service Contract will automatically be renewed upon expiration date or number of copies specified, whichever comes first.



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: ADOPTION OF PUBLIC WORKS STANDARDS BY ORDINANCE/
SECOND READING
DATE: JANUARY 18, 1995

INFORMATION/BACKGROUND

It is necessary, given current case precedent, to re-adopt our Public Works Standards by ordinance instead of resolution, as was the case at original adoption. The proposed ordinance accomplishes that goal.

RECOMMENDATION

Staff and Legal Counsel recommend adoption of the ordinance as proposed.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE PUBLIC WORKS STANDARDS OF THE CITY OF GIG HARBOR BY REFERENCE.

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

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

WHEREAS, the City adopted its Public Works Standards on January 24, 1994 by Resolution No. 403,

WHEREAS, the City desires to readopt the Standards by ordinance, now, therefore,

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

Section 1. Those certain guidelines and standards entitled "PUBLIC WORKS STANDARDS" for the City of Gig Harbor, published in 1994 and adopted by Resolution No. 403, are hereby adopted as the official public works standards for use on all development projects within the City of Gig Harbor and shall be used for all development projects located within the City of Gig Harbor's service areas, annexation areas, or planning areas to the extent that the City has the authority to require such guidelines and standards.

Section 2. As required by RCW 35A.12.140, one copy of the Public Works Standards has been filed with this ordinance in the office of the City Clerk.

Section 3. 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 an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: December 28, 1995
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On the ____ th day of January, 1996, the City Council of the City of Gig Harbor, passed Ordinance No. ____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE PUBLIC WORKS STANDARDS OF THE CITY OF GIG HARBOR BY REFERENCE.

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

DATED this ____ of January, 1996

CITY ADMINISTRATOR, MARK HOPPEN



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: MILLER PROPERTY PURCHASE
DATE: JANUARY 18, 1995

INFORMATION/BACKGROUND

The purchase of the L-shaped, pasture property abutting the city softball field and bordering the Masonic Temple is nearly complete. The sale price is \$75,000, the price proposed by Council and accepted by the Millers. Attached are the pertinent documents to be signed by both parties prior to closing. (As you can see, some documents remain to be signed by the Mayor, some by the Millers.) Mayor Wilbert and the Millers will complete all signatures through the escrow company before the purchase is complete and money changes hands. The title report has no encumbrances which make purchase undesirable, although the report initially showed some misidentifications. Don Golden inspected the property for the environmental assessment and found it environmentally acceptable.

RECOMMENDATION

Staff recommends that Council approve the attached forms for the conclusion of the transaction.

AFTER RECORDING RETURN TO:
Administrative Assistant
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

LAND ONLY PURCHASE AND SALE AGREEMENT

9702 + W & M EJM
THIS AGREEMENT is made between the City of Gig Harbor, a Washington municipal corporation, 3105 Judson Street, Gig Harbor, WA 98335 (hereinafter the "Buyer"), and William Miller and Catherine Miller, 9705 Crescent Valley Drive NW, (hereinafter the "Seller"). Buyer agrees to purchase Seller's property on the following terms and conditions:

1. **Agency Disclosure.** At the signing of this Agreement, selling and listing office Shorewood Real Estate, Inc., represented Seller. W & M EJM

9630 + W & M EJM
2. **Property.** The real property (hereinafter the "Property") that is the subject of this Agreement is commonly known as 9702 Crescent Valley Drive, Gig Harbor, Washington, 98335, parcel number 022232-3033, is located in Pierce County, State of Washington, and is legally described in the attached Addendum A, which is by this reference incorporated herein. Offer is subject to Buyer's approval of the legal description within three business days of its receipt by the Buyer.

3. **Purchase Price.** The Purchase Price is Seventy-Five Thousand Dollars (\$75,000.00), payable as all cash or check at closing. This sale is not conditioned upon the Buyer being able to obtain a loan.

4. **Waste Disposal Design.** This Agreement is not conditioned upon the Health Department approval of a design for an on-site waste disposal system.

5. **Assignment.** Neither party may assign their interest in this Agreement without the other party's prior written consent.

6. **Earnest Money.** Buyer hereby gives to selling agent as earnest money, and selling agent hereby acknowledges receipt of the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00), in the form of a check. These funds shall be deposited into the selling agent's trust account for Bell escrow as credit to Buyer at closing. Checks shall be deposited on mutual acceptance of this agreement, which shall include the City Council's acceptance of this Agreement, as provided in Section 4 above.

7. **Seller's Property Disclosure.** Seller warrants that Seller is not aware of any material problems regarding the Property. Buyer is not relying on any representations of Seller or agents that are not set out in this Agreement or in Seller's Disclosure Statement, a copy of which is attached hereto and incorporated herein by this reference. Seller does not authorize agents to summarize the

information in the Seller's Disclosure Statement for Buyer. Buyer's offer is not conditioned on Seller providing a completed Seller's Property Disclosure Form within three (3) business days of mutual acceptance of this Agreement.

8. Utilities. Seller warrants that the ~~Subject Property is served by the following~~ electricity, telephone and cable TV. *are available*

9. Representations and Disclaimers of Seller.

A. Seller represents that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes or other such material(s) defined or regulated by State or Federal environmental laws or regulations, have been deposited on or introduced on, over or beneath the surface of the Property. To the best of Seller's knowledge, no hazardous substances, dangerous or toxic waste, or other material regulated by State or Federal laws or regulations have been lawfully or unlawfully deposited upon the Property, and the Property is free of such substances. The representations contained in this subsection shall survive closing.

B. Seller represents that to the best of Seller's knowledge, there are no conditions on the Property that violate any local, county, State or Federal laws, ordinances or regulations.

C. Seller will maintain the Property in present or better condition until the earlier of Closing or agreed possession. Seller will remove all of Seller's personal property, trash, debris, and all articles not agreed to be left at Closing.

D. There are no homeowner's fees applicable to the Property. There are no recorded covenants, conditions or restrictions applicable to the Property.

E. The road servicing the Property is a public road.

F. The Property is currently zoned residential.

G. Unless otherwise noted in this Agreement, Seller makes no representations as to boundaries/square footage of the Property. Seller makes no representations regarding the location or the length of the boundary lines, or the square footage of the lot of any improvements located on the property.

10. Timber Clause. Neither party shall remove standing or fallen timber from the Property without the written consent of the other party prior to closing.

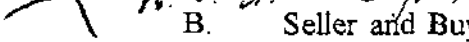
11. Inspections. Buyer's offer is contingent upon the Buyer's approval of a written hazardous materials inspection of the Property by a professional inspector of Buyer's choice. The inspection is to be ordered by the Buyer and completed at the Buyer's expense.

This contingency shall be deemed satisfied by the Buyer, unless the Buyer gives

notice of disapproval of the inspection report to the Seller within thirty (30) days after the Buyer's execution of this Agreement. Notice of disapproval of the inspection report must identify the property conditions objected to by the Buyer. Seller shall thereafter have fifteen (15) days after Buyer's disapproval notice to give notice that Seller will correct the conditions identified in the Buyer's inspection report, which correction shall be accomplished prior to the Closing Date.

12. Title.

A. Seller warrants that Seller has the right to sell the Property on the terms stated herein. Title to the Property is to be free of all encumbrances or defects, except those which the Buyer may determine in its sole discretion are consistent with the intended use of the Property.

 B. Seller and Buyer authorize the Closing Agent to immediately apply for a preliminary commitment for a ALTA Standard Coverage from Commonwealth Title Company for Buyer's Policy of Title Insurance in the amount of Seventy-Five Thousand Dollars (\$75,000.00). Seller shall pay the cost of said Title Insurance Policy, which shall be delivered to the Buyer at least thirty (30) days before Closing.

C. Said preliminary commitment, and the policy to be issued, shall ensure fee title to the Property free and clear of all liens, encumbrances or defects, and shall contain no exceptions other than those provided for in said standard form and the encumbrances or defects identified as acceptable to Buyer as provided herein. Encumbrances to be discharged by Seller shall be paid from Seller's funds at Closing. If the title cannot be made insurable as set forth above prior to the Closing Date, this Agreement shall be terminated as to the Buyer and Seller.

D. Buyer does not make Buyer's offer contingent upon Buyer's receipt of an ALTA extended form of title insurance.

E. Conveyance of fee title shall be by statutory warranty deed.

13. Closing/Termination Date. Closing shall be within three (3) days after satisfaction or waiver of all contingencies and "subject to's", but not earlier than January 2, 1996; nor shall closing be later than January 30, 1996, which shall be the termination date of this Agreement, except as otherwise provided herein. Closing shall be with the following qualified escrow agent: Bell Escrow. Closing either earlier or later than the above dates shall be by written agreement of the parties. "Closing" shall mean the date on which all documents are executed and all required funds are deposited in escrow or available from Buyer's lender on recording.

14. Closing Cost/Bell Escrow Compliance. Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at Closing all customary and usual closing costs and fees, including but not limited to the following: Seller shall pay the excise tax, the cost of the owners' ALTA Standard Form of Title Insurance, any lender-required inspections, recording fees, and Seller's half-share of escrow; Buyer shall pay all other costs and fees associated with the financing, recording fees, and Buyer's half share of the escrow fees. Taxes for the current year,

rents, interest, association and/or homeowner's fees, if any shall be pro-rated as of the date of Closing. Buyer and Seller shall deposit, when notified and without delay, in escrow with Bell Escrow, the escrow agent, all instruments, monies, and other documents reasonably required to complete the closing of the transaction in accordance with the terms of this Agreement. All water and other utility charges shall be paid and/or pro-rated during escrow.

15. **Possession**. Physical possession of the Property shall be delivered to Buyer on recording of the deed or real estate contract or Closing. For each day of Seller's possession beyond the date of agreed possession, Seller agrees to pay Buyer all of Buyer's actual damages plus attorneys' fees and costs.

16. **Default/Termination**. In the event the Buyer fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Buyer shall be forfeited as the sole and exclusive remedy available to the Seller for such failure. The parties agree that this provision is subject to RCW 64.04.005, and is enforceable only if the total earnest money deposit to be forfeited does not exceed five percent of the total purchase price.

17. **Attorneys' Fees and Costs**. In the event any action or proceeding is brought by the Seller or Buyer to compel compliance with, or for a breach of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to, the reasonable attorneys' fees of the prevailing party.

18. **FIRPTA**. This sale may be subject to the withholding and reporting requirements of the Foreign Investment in Real Property Act (FIRPTA). Seller and Buyer agree to comply with FIRPTA, if applicable.

19. **Casualty/Loss**. If, prior to Closing, the Property or improvements on the Property are destroyed or materially damaged by fire or other casualty, Buyer may elect to terminate this Agreement and the earnest money shall be refunded to the Buyer.

20. **Computation of Time**. Unless specified otherwise herein, any periods of time referenced in this Agreement shall expire at 12:00 midnight (Pacific Time Zone) of the last calendar day of the specified time period, and should the last day be Sunday, Saturday or a legal holiday as described in RCW 1.16.050, in which event the specified time period shall expire at 12:00 midnight (Pacific Time Zone) on the next business day. Any specified period of three (3) days or less shall include business days only.

21. **Professional Advice**. Buyer and Seller each acknowledge that it may be advisable to have the terms and conditions of this Agreement reviewed by independent legal counsel and/or a tax advisor, as the terms and conditions affect the parties' rights and may have tax implications. Furthermore, Buyer and Seller agree that: (a) they are not relying on any representations or advice by the real estate agents involved in this transaction; and (b) they have satisfied themselves as to the terms and conditions of this sale.

22. **General Provisions:**

A. **Notices.** Unless otherwise specified in this Agreement, any notice required or given under the terms of this Agreement must be in writing. Receipt of any notice shall be defined as the earlier of three (3) business days following the postmark date, or the date the notice is received at the office of the agent responsible for giving notice to the party (i.e., listing office for Seller and selling office for Buyer). Seller must keep the listing agent advised of the Seller's whereabouts, and Buyer must keep the selling agent advised of Buyer's whereabouts. A listing agent's responsibility to the Seller and the selling agent's responsibility to the Buyer for delivery of notices is limited calling the party or making or delivering the notice to the party's last known address.

B. **Faxes.** Faxed documents shall be considered the same as originals, however, the parties should use best efforts to get any signed original document to the appropriate real estate agent as soon as possible.

C. **Integration.** There are no verbal or other understandings which modify this Agreement. This Agreement constitutes the full understanding between the Buyer and Seller.

D. **Counterparts.** This Agreement may be signed in counterparts.

E. **Time is of the Essence.** Time is of the essence as to all terms and conditions of this Agreement.

F. **Venue/Applicable Law.** This Agreement shall be interpreted and construed according to the laws of the State of Washington; venue of any subsequent litigation shall be in Pierce County Superior Court.

G. **Survival.** Any terms which by their nature should survive the closing of the sale, shall survive the closing of the sale. These terms shall include all terms specifically identified as surviving the closing of the sale, including, but not limited to, representations and warranties, attorney's fees and costs, disclaimers, repairs, rents, utilities, etc.

23. **Addenda/Attachments.** At the time of Buyer's offer, the following addenda/attachments are part of this Agreement: Addendum A-Legal, B-Satisfaction of Contingencies, C- Seller's Disclosure Statement (referenced in Section 7 of this Agreement,) and Addendum B, a legal description of the Property, referenced in Section 2 of this Agreement. Buyer and Seller may amend this Agreement by mutual written consent.

24. **Release and Covenant Not to Sue.** Seller agrees to indemnify, hold harmless and defend the Buyer, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorney's fees, which are caused by or arise out of any condition existing on the Property before Closing.

25. **Agreement to Purchase.** Buyer offers to purchase the Property on the above terms and conditions. Buyer hereby acknowledges receipt of a copy of this Agreement. Seller shall have until Dec 15, 1995 to accept this offer by delivering a signed copy to the Selling Agent's office.

DATED this 29th day of Nov, 1995.

BUYER

THE CITY OF GIG HARBOR

By Michael Alvest
Its Mayor

ATTEST/AUTHENTICATED:

Mah E. [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: Nov. 29, 1995

Molly M. Towsee

Molly M. Towsee

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing

at: Gig Harbor

My Commission expires: 12/2/99.

1. **Seller's Acceptance.** Subject to Seller's counteroffer or modifications, if any, Seller agrees to sell the Property on the terms and conditions specified herein. Seller further agrees to pay Agent, at closing, the compensation as previously agreed to in the listing agreement referenced by MLS # 62464, or as may be set forth in the Commission Disbursement Instructions. Seller acknowledges receipt of a copy of this Purchase and Sale Agreement, signed by both parties.

DATED this 30 day of Nov, 1995.

SELLER:

William V Miller

William Miller, husband; and

Catherine J. Miller

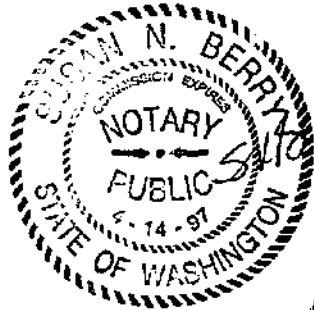
Catherine Miller, wife,

9705 Crescent Valley Drive NW
Gig Harbor, WA 98332

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that William Miller is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/6/95

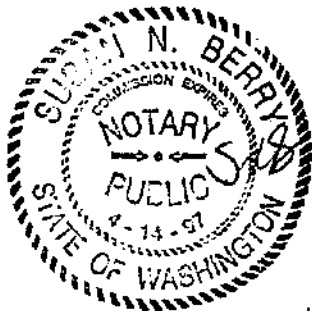


Susan N. Berry
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: 919 Harbor
My Commission expires: 4-14-97

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Catherine Miller is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/6/95



Susan N. Berry
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: 919 Harbor
My Commission expires: 4-14-97



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: REPLACEMENT OF POLICE VEHICLE
DATE: JANUARY 19, 1995

INFORMATION/BACKGROUND

A replacement for the Chief of Police vehicle was approved for the 1996 budget at an estimated purchase price of \$20,000. Chief Barker has outlined the purchase procedure and identified the successful bidder.

RECOMMENDATION

Declare the 1991 Ford Taurus, VIN 1FACP52UOMG117697, as surplus property. Select the bid from Gig Harbor Ford and approve purchase of the new vehicle, utilizing the trade-in of the surplus 1991 vehicle, at a total purchase price of \$14,065.86.

MEMORANDUM

DATE: January 19, 1996
TO: City Administrator
VIA: Direct
FROM: Mitch Barker
SUBJECT: Vehicle Purchase

The 1996 police budget anticipated a \$20,000 expenditure to replace the 1991 Ford Taurus. This car has approximately 69,000 miles and currently has a transmission problem which causes the car to go into neutral when it is slowed or stopped for traffic. We have received a bid of \$2000 to \$2200 to fix this problem. Since it is scheduled for replacement, we will not have the problem corrected.

The state bid for 1996 is a Ford Taurus with a purchase price of \$15,742.98, plus tax, plus a \$100 state fee, for a total of \$17,086.67. (Copy attached) I prefer to buy a replacement from a local dealer because we can get a car sooner and, for less cost.

We are allowed to purchase a replacement from any car dealer provided we follow the purchase process established by RCW and city ordinance. (Copy attached) I checked with our legal counsel and was advised that this purchase fell within the limits requiring telephone bids from vendors.

I contacted six new car dealers in the immediate area and asked them to participate in a telephone bid process for the new vehicle. One vendor chose not to participate stating that they could not compete with Ford's pricing structure. The other five dealers all requested that I fax the specifications to them for consideration. I sent the specifications to the five dealers, with a bid closing date of 4:30 p.m., January 18, 1996. (Copy attached)

I have received bids from four vendors. (Copies attached) The low bid was received from Gig Harbor Ford. They have a vehicle which meets the bid specifications in stock at this time. I am requesting that the Council take the following actions at the next available session:

1. Declare the 1991 Ford Taurus, VIN 1FACP52UOMG117697 surplus property.
2. Select the bid from Gig Harbor Ford and approve purchase of the new vehicle, utilizing the trade-in of the surplus 1991 vehicle.

1996 Vehicle Replacement Bid Summary

State Bid

1996 Ford Taurus \$17,086.67 (No trade-in)

Gig Harbor Ford

1996 Ford Taurus \$14,065.86 (With trade-in)

Olson Brothers Chevrolet

1996 Chevrolet Lumina \$16,114.43 (With trade-in)

Grey Chevrolet

1996 Chevrolet Lumina \$16,319.99 (With trade-in)

Bremerton Chrysler/Plymouth

Declined to enter bid process

Robert Larson Chrysler/Plymouth

1996 Dodge Intrepid \$17,369.26* (With trade-in)
*\$ 1,000.00 Rebate would be sent by
Chrysler

Korum Ford

Did not respond with a bid.

Current Contract Information
 Contract No. 96195
 Attachment "A"
 Page 9

COPY

TO ORDER, SUBMIT STATE FORM A-15A PURCHASE REQUISITION TO OFFICE OF STATE PROCUREMENT BEFORE JANUARY 31, 1996. SEE ORDERING PROCEDURES AND CONTRACT SPECIFICATIONS BEFORE ORDERING. VEHICLE AVAILABLE FOR ORDERING ONLY ON A WILL TRY BASIS, TO ORGANIZATIONS WITHIN THE FOLLOWING COUNTIES: CLARK, ISLAND, KING, KITSAP, PIERCE, SNOHOMISH, SPOKANE, AND THURSTON.

AUTOMOBILE: MIDSIZE-FLEX FUEL

VEHICLE TYPE: 4 DOOR SEDAN

MAKE/MODEL: FORD TAURUS FFV

EQUIPMENT INCLUDED IN NET PRICE

- 3.0 Liter 6 Cylinder Engine operable on M85 Methanol/Gas Mix or Unleaded Gas
- Engine Block Heater
- Automatic Overdrive Transmission
- Power Steering
- P205/65Rx15 Steel Belted Radial All Season Tires
- Compact Spare Tire and Wheel
- Power Brakes, Anti Lock Brake System, 4 Wheel Disc
- Intermittent Wipers
- Air Conditioning (CFC Free)
- Tinted Glass All Around
- Tilt Steering Wheel / Cruise Control
- Headlamps on Warning Chime
- Color Keyed Carpeted Floor Mats (F&R)
- Air Bags, Driver & Front Passenger
- AM/FM Radio w/Cassette
- Cloth Seat Surfaces, Carpeted Floor
- Inside Hood Release
- Cigarette Lighter / Auxiliary Power Source
- Day/Night Inside Rear View Mirror
- Dual Electric Remote Control Side View Mirrors, Heated
- Body Side Moldings
- Electric Rear Window Defroster
- All Factory Standard Equipment Including:
 - Six Passenger Seating w/Front Center Seating Console and 60/40 Rear Bench Seat w/Armrests
 - Power Windows/Door Locks
 - Child Safety Locks, Rear Doors
 - 18 gal Fuel Tank
 - 36 Month/36,000 Mile Warranty

QUALIFIES AS A STATE DEPT OF ECOLOGY LOW EMITTING VEHICLE AS EQUIPPED ABOVE AND MEETS ALTERNATE FUEL VEHICLE ACQUISITION REQUIREMENTS OF US ENERGY POLICY ACT OF 1992.

Estimated city milage with M85=250 miles with gas=360 miles.

DEALER: Wendle Ford Sales (26646)
 PO BOX 18898
 Spokane WA 99208

DEALER CONTACT: Tom Parry or Kristen Countryman

PHONE: 1-800-244-1008

FEDERAL ID#: 91-0521733

DELIVERY: Call Dealer,
 Production scheduled to begin Jan. 96

PAYMENT TERMS: Net 30

NET PRICE: (Basic model equipped as above, delivered to any point within the State of Washington, exclusive of Federal Excise and before State Sales Tax):

| <u>COMMODITY CODE</u> | <u>VEHICLE DESCRIPTION</u> | <u>PRICE EACH</u> |
|-----------------------|--|-------------------|
| 2310-055-004 | Automobile, Midsize Flex Fuel, 4 Door Sedan, 1996 Ford Taurus FFV | \$15,677.98 |

NO COST EXTERIOR COLORS: (Complimentary standard interior color will be selected by dealer) Light saddle, Midnight Red, Iris Frost, Toreador Red, Rose Mist, Moonlight Blue, Pacific Green, Medium Willow Green, Charcoal Grey, Silver Frost, Vibrant White.

PRICES ABOVE DO NOT INCLUDE \$100 PER VEHICLE PURCHASING ADMINISTRATIVE FEE WHICH WILL BE ADDED TO DEALER INVOICE.

*DEALER INSTALLED OPTION.

Current Contract Information
 Contract No. 96195
 Attachment "A"
 Page 10

COPY

TO ORDER, SUBMIT STATE FORM A-15A PURCHASE REQUISITION TO OFFICE OF STATE PROCUREMENT BEFORE JANUARY 31, 1996. SEE ORDERING PROCEDURES AND CONTRACT SPECIFICATIONS BEFORE ORDERING. VEHICLE AVAILABLE FOR ORDERING ONLY ON A WILL TRY BASIS, TO ORGANIZATIONS WITHIN THE FOLLOWING COUNTIES: CLARK, ISLAND, KING, KITSAP, PIERCE, SNOHOMISH, SPOKANE, AND THURSTON.

MIDSIZE - OPTIONS

| <u>COMMODITY CODE</u> | <u>OPTION DESCRIPTION</u> | <u>PRICE EACH VEHICLE</u> |
|-----------------------|---|---------------------------|
| 2310-055-010 | Credit for pickup from Dealer (Orders for Eastern WA, Area Code 509)(DLR)(Deduct)* | \$ (45.00) |
| 2310-055-011 | Credit for pickup from Dealer (Orders for Western WA, Area Codes 206 & 360)(DLR)(Deduct)* | (40.00) |
| 2310-055-012 | Cap, Locking Gas (DLR)* | 19.85 |
| 2310-055-013 | Day-time Running Lights (includes HD Battery) (942) | 38.00 |
| 2310-055-014 | Delete Anti-Lock, 4 Wheel Disc Brakes(552) (DEDUCT) | (425.00) |
| 2310-055-015 | Power Drivers Seat (21A) | 302.00 |
| 2310-055-016 | Spare Tire, Full Size (508) | 121.00 |
| 2310-055-017 | Undercoating (DLR)* | 65.00 |
| 2310-055-018 | Alternate Fuel Option, Ethanol/Gas instead of Methanol/Gas (Mileage=75% range of gas) (992) | N/C |

PRICES ABOVE DO NOT INCLUDE \$100 PER VEHICLE PURCHASING ADMINISTRATIVE FEE WHICH WILL BE ADDED TO DEALER INVOICE.

*DEALER INSTALLED OPTION.

0008.180.003
CAM/lfs
2/11/94

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ON THE SUBJECT OF PUBLIC WORKS CONTRACTING AND PURCHASING; ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND FOR THE PURCHASE OF SUPPLIES, MATERIALS AND EQUIPMENT.

WHEREAS, the Washington State Legislature has recently amended the laws regarding purchasing of materials, supplies and equipment and contracting for public works by municipalities, allowing certain purchases and contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement the small works roster process, the City Council is required by law to adopt a resolution establishing the specific procedures; NOW, THEREFORE,

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

Section 1. The following small works roster procedures are established for use by the City, pursuant to RCW 35.23.352, 35A.40.210 and chapter 39.04 RCW.

A. Purchase of Materials, Supplies or Equipment.

1. Cost. The City is not required to use formal sealed bidding procedures or the procedures set forth in this Resolution, to purchase materials, supplies or equipment where the cost of same will be under Seven Thousand Five

COPY

Hundred Dollars (\$7,500.00). When the City desires to purchase materials, supplies or equipment estimated to cost from Seven Thousand Five Hundred Dollars (\$7,500.00) to Fifteen Thousand Dollars (\$15,000.00), the procedures set forth in Section A of this Resolution may be used.

2. **Publication of Notice.** At least twice a year, the City shall publish, in the City's official newspaper, notice of the existence of the City's roster of vendors for materials, supplies and equipment, and shall solicit names of vendors for the roster.
3. **Telephone Quotations.** The City shall follow the following process to obtain telephone quotes from vendors for the purchase of materials, supplies or equipment:
 - a) a written description shall be drafted of the specific materials, equipment or supplies to be purchased, including the number, quantity, quality and type desired, the proposed delivery date, and any other significant terms of purchase;
 - b) a City representative shall make a good faith effort to contact at least three of the vendors on the roster established according to subsection 2 above, and, reading from the written description, obtain telephone quotes from the vendors on the required materials, equipment or supplies;
 - c) at the time such telephone quotes are solicited, the City representative shall

COPY

not inform a vendor of any other vendor's bid on the materials, supplies or equipment;

- d) a written record shall be made by the City representative of each vendor's bid on the materials, equipment and supplies, and of any conditions imposed on the bid by such vendor;
- e) all of the telephone bids or quotes shall be collected and presented at the same time to the City Council for consideration, determination of the lowest responsible bidder and award of the contract.

4. **Determining Lowest Responsible Bidder.** The City shall purchase the materials, equipment or supplies from the lowest responsible bidder, provided that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids or enter into direct negotiations to achieve the best possible price. The following factors, in addition to price, may be taken into account by the City in determining the lowest responsible bidder:

- a) any preferences provided by law to Washington products and vendors;
- b) the quality of the materials, supplies and equipment to be purchased;
- c) the conformity of the materials, supplies and equipment to the City's specifications;

COPY

- d) the purposes for which the materials, supplies and equipment are required;
- e) the times for delivery of the materials, supplies and equipment;
- f) the character, integrity, reputation, judgment, experience and efficiency of the bidder; and
- g) such other information as may have a bearing on the decision to purchase the supplies, materials or equipment.

5. **Life Cycle Costing.** In considering bids for purchase or lease, whenever there is reason to believe that applying the "life cycle costing" method to bid evaluation would result in the lowest total cost to the City, first consideration shall be given to the bid with the lowest life cycle cost which complies with the specifications. "Life cycle cost" mean the total cost of an item to the City over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.

- COPY
6. **Award.** Immediately after the contract award is made, the written record of each vendor's bids or quotes shall be open to public inspection and available to the public by telephone inquiry. Any contract awarded under this subsection need not be advertised.
 7. **Posting.** A list of all contracts awarded under the above procedures must be posted at City Hall on the _____, at least once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased under the contract and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.

B. Public Works Contracts.

1. **Cost.** The City need not comply with formal sealed bidding procedures to award public works contracts where the estimated cost is under One Hundred Thousand Dollars (\$100,000.00), which includes the costs of labor, material and equipment, and the City may use the small works roster procedures set forth herein.

195 § 29; 1970 ex.s. c 42 § 16; 1967 ex.s. c 119 § 35A.40.090. Cf. 1973 1st ex.s. c 195 § 141.]

Severability—Effective dates and termination dates—Construction—1973 1st ex.s. c 195: See notes following RCW 84.52.043.

Severability—Effective date—1970 ex.s. c 42: See notes following RCW 39.36.015.

35A.40.100 Bankruptcy, readjustment and relief from debts. A code city may exercise the powers and obtain the benefits relating to bankruptcy, readjustment and relief from debts as authorized by chapter 39.64 RCW in accordance with the procedures therein prescribed. [1967 ex.s. c 119 § 35A.40.100.]

35A.40.110 Employee checks, drafts, warrants—City may cash. Any code city is hereby authorized, at its option and after the adoption of the appropriate ordinance, to accept in exchange for cash a payroll check, draft, or warrant; expense check, draft, or warrant; or personal check from a city employee in accordance with the following conditions:

(1) The check, warrant, or draft must be drawn to the order of cash or bearer and be immediately payable by a drawee financial institution;

(2) The person presenting the check, draft, or warrant to the city must produce identification as outlined by the city in the authorizing ordinance;

(3) The payroll check, draft, or warrant or expense check, draft, or warrant must have been issued by the city; and

(4) Personal checks cashed pursuant to this authorization cannot exceed two hundred dollars.

In the event that any personal check cashed for a city employee by the city under this section is dishonored by the drawee financial institution when presented for payment, the city is authorized, after notice to the drawer or endorser of the dishonor, to withhold from the drawer's or endorser's next payroll check, draft, or warrant the full amount of the dishonored check. [1991 c 185 § 2.]

35A.40.200 General law relating to public works and contracts. Every code city shall have the authority to make public improvements and to perform public works under authority provided by general law for any class of city and to make contracts in accordance with procedure and subject to the conditions provided therefor, including but not limited to the provisions of: (1) Chapter 39.04 RCW, relating to public works; (2) RCW 35.23.352 relating to competitive bidding for public works, materials and supplies; (3) RCW 9.18.120 and 9.18.150 relating to suppression of competitive bidding; (4) chapter 60.28 RCW relating to liens for materials and labor performed; (5) chapter 39.08 RCW relating to contractor's bonds; (6) chapters 39.12, 39.16, and 43.03 RCW relating to prevailing wages; (7) chapter 49.12 RCW relating to hours of labor; (8) chapter 51.12 RCW relating to workers' compensation; (9) chapter 49.60 RCW relating to antidiscrimination in employment; (10) chapter 39.24 RCW relating to the use of Washington commodities; and (11) chapter 39.28 RCW relating to emergency public works. [1987 c 185 § 4; 1983 c 3 § 65; 1967 ex.s. c 119 § 35A.40.200.]

Intent—Severability—1987 c 185: See notes following RCW 51.12.130.

35A.40.210 Public work contracts or purchases—Procedures. Procedures for any public work or improvement contracts or purchases for code cities shall be governed by the following statutes, as indicated:

(1) For code cities of twenty thousand population or over, RCW 35.22.620; and

(2) For code cities under twenty thousand population; RCW 35.23.352. [1989 c 11 § 8; 1979 ex.s. c 89 § 3.]

Severability—1989 c 11: See note following RCW 9A.56.220.

Chapter 35A.41

PUBLIC EMPLOYMENT

Sections

| | |
|------------|--|
| 35A.41.010 | Retirement and pension systems for code cities having a population of more than twenty thousand. |
| 35A.41.020 | Public employment and civil service. |
| 35A.41.030 | City contracts to obtain sheriff's office law enforcement services. |

35A.41.010 Retirement and pension systems for code cities having a population of more than twenty thousand. A code city having a population of more than twenty thousand inhabitants, or having been classed theretofore as a city of the first class may exercise all of the powers relating to retirement and pension systems for employees as authorized by RCW 35A.11.020 and by chapter 41.28 RCW in accordance with the procedures prescribed therein and subject to the limitations and penalties thereof. [1967 ex.s. c 119 § 35A.41.010.]

35A.41.020 Public employment and civil service. Except as otherwise provided in this title, the general provisions relating to public employment, including hospitalization and medical aid as provided in chapter 41.04 RCW, and the application of federal social security for public employees, the acceptance of old age and survivors insurance as provided in chapters 41.47 and 41.48 RCW, military leave as provided in RCW 38.40.060, self-insurance as provided in chapter 48.62 RCW, the application of industrial insurance as provided in Title 51 RCW, and chapter 43.101 RCW relating to training of law enforcement officers, shall apply to code cities. Any code city may retain any civil service system theretofore in effect in such city and may adopt any system of civil service which would be available to any class of city under general law. [1991 sp.s. c 30 § 20; 1983 c 3 § 66; 1967 ex.s. c 119 § 35A.41.020.]

Effective date, implementation, application—Severability—1991 sp.s. c 30: See RCW 48.62.900 and 48.62.901.

Political activities of public employees: RCW 41.06.250.

35A.41.030 City contracts to obtain sheriff's office law enforcement services. See RCW 41.14.250 through 41.14.280.

under RCW 35.21.156 or under RCW 36.58.090. [1989 c 399 § 11; 1986 c 244 § 13.]

Severability—1986 c 244: See RCW 70.150.905.

39.04.180 Trench excavations—Safety systems required. On public works projects in which trench excavation will exceed a depth of four feet, any contract therefor shall require adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act, chapter 49.17 RCW. This requirement shall be included in the cost estimates and bidding forms as a separate item. The costs of trench safety systems shall not be considered as incidental to any other contract item and any attempt to include the trench safety systems as an incidental cost is prohibited. [1988 c 180 § 1.]

39.04.190 Purchase contract process—Other than formal sealed bidding. (1) This section provides a uniform process to award contracts for the purchase of any materials, equipment, supplies, or services by those municipalities that are authorized to use this process in lieu of the requirements for formal sealed bidding. The state statutes governing a specific type of municipality shall establish the maximum dollar thresholds of the contracts that can be awarded under this process, and may include other matters concerning the awarding of contracts for purchases, for the municipality.

(2) At least twice per year, the municipality shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of vendor lists and solicit the names of vendors for the lists. Municipalities shall by resolution establish a procedure for securing telephone or written quotations, or both, from at least three different vendors whenever possible to assure that a competitive price is established and for awarding the contracts for the purchase of any materials, equipment, supplies, or services to the lowest responsible bidder as defined in RCW 43.19.1911. Immediately after the award is made, the bid quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry. A contract awarded pursuant to this section need not be advertised. [1993 c 198 § 2; 1991 c 363 § 110.]

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

39.04.200 Posting of small works roster or purchase awards. Any municipality that utilizes the small works roster process established in RCW 39.04.155 to award contracts for public works projects, or the uniform process established in RCW 39.04.190 to award contracts for purchases, must post a list of the contracts awarded under RCW 39.04.155 and 39.04.190 at least once every two months. The list shall contain the name of the contractor or vendor awarded the contract, the amount of the contract, a brief description of the type of work performed or items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection. [1993 c 198 § 3; 1991 c 363 § 111.]

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

39.04.210 Correctional facilities construction and repair—Findings. The legislature recognizes that fair and open competition is a basic tenet of public works procurement, that such competition reduces the appearance of and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically, and that effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which contractual services are procured. The legislature finds that there will continue to exist a need for additional correctional facilities due to the inadequate capacity of existing correctional facilities to accommodate the predicted growth of offender populations and that it is necessary to provide public works contract options for the effective construction and repair of additional department of corrections facilities. [1994 c 80 § 1; 1991 c 130 § 1.]

Severability—1994 c 80: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1994 c 80 § 4.]

Effective date—1994 c 80: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect immediately [March 23, 1994]." [1994 c 80 § 5.]

Severability—1991 c 130: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1991 c 130 § 4.]

39.04.220 Correctional facilities construction and repair—Use of general contractor/construction manager method for awarding contracts—Demonstration projects. (1) In addition to currently authorized methods of public works contracting, and in lieu of the requirements of RCW 39.04.010 and 39.04.020 through 39.04.060, capital projects funded for over ten million dollars authorized by the legislature for the department of corrections to construct or repair facilities may be accomplished under contract using the general contractor/construction manager method described in this section. In addition, the general contractor/construction manager method may be used for up to two demonstration projects under ten million dollars for the department of corrections. Each demonstration project shall aggregate capital projects authorized by the legislature at a single site to total no less than three million dollars with the approval of the office of financial management. The department of general administration shall present its plan for the aggregation of projects under each demonstration project to the oversight advisory committee established under subsection (2) of this section prior to soliciting proposals for general contractor/construction manager services for the demonstration project.

(2) For the purposes of this section, "general contractor/construction manager" means a firm with which the department of general administration has selected and negotiated a maximum allowable construction cost to be guaranteed by the firm, after competitive selection through a formal advertisement, and competitive bids to provide services during the design phase that may include life-cycle cost design considerations, value engineering, scheduling, cost estimating, constructability, alternative construction options for cost savings, and sequencing of work, and to act as the construction manager and general contractor during the construction

code cities under 20,000

Chapter 35.23
SECOND CLASS CITIES

Sections

- 35.23.352 Public works—Contracts—Bids—Small works roster—Purchasing requirements, recycled or reused materials or products.
- 35.23.440 Specific powers enumerated. (Effective July 1, 1994.)

35.23.352 Public works—Contracts—Bids—Small works roster—Purchasing requirements, recycled or reused materials or products. (1) Any second or third class city or any town may construct any public works, as defined in RCW 39.04.010, by contract or day labor without calling for bids therefor whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of thirty thousand dollars if more than one craft or trade is involved with the public works, or twenty thousand dollars if a single craft or trade is involved with the public works or the public works project is street signalization or street lighting. A public works project means a complete project. The restrictions in this subsection do not permit the division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project.

Whenever the cost of the public work or improvement, including materials, supplies and equipment, will exceed these figures, the same shall be done by contract. All such contracts shall be let at public bidding upon publication of notice calling for sealed bids upon the work. The notice shall be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least thirteen days prior to the last date upon which bids will be received. The notice shall generally state the nature of the work to be done that plans and specifications therefor shall then be on file in the city or town hall for public inspections, and require that bids be sealed and filed with the council or commission within the time specified therein. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to the council or commission for a sum of not less than five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. The council or commission of the city or town shall let the contract to the lowest responsible bidder or shall have power by resolution to reject any or all bids and to make further calls for bids in the same manner as the original call.

When the contract is let then all bid proposal deposits shall be returned to the bidders except that of the successful bidder which shall be retained until a contract is entered into and a bond to perform the work furnished, with surety satisfactory to the council or commission, in accordance with RCW 39.08.030. If the bidder fails to enter into the contract in accordance with his or her bid and furnish a bond within ten days from the date at which he or she is notified that he or she is the successful bidder, the check or postal money order and the amount thereof shall be forfeited to the council or commission or the council or commission shall recover the amount of the surety bond.

If no bid is received on the first call the council or commission may readvertise and make a second call, or may

enter into a contract without any further call or may purchase the supplies, material or equipment and perform the work or improvement by day labor.

(2) The allocation of public works projects to be performed by city or town employees shall not be subject to a collective bargaining agreement.

(3) In lieu of the procedures of subsection (1) of this section, a second or third class city or a town may use a small works roster process and award public works contracts with an estimated value of one hundred thousand dollars or less as provided in RCW 39.04.155.

Whenever possible, the city or town shall invite at least one proposal from a minority or woman contractor who shall otherwise qualify under this section.

(4) After September 1, 1987, each second class city, third class city, and town shall use the form required by RCW 43.09.205 to account and record costs of public works in excess of five thousand dollars that are not let by contract.

(5) The cost of a separate public works project shall be the costs of the materials, equipment, supplies, and labor on that construction project.

(6) Any purchase of supplies, material, equipment or services other than professional services, except for public work or improvement, where the cost thereof exceeds seven thousand five hundred dollars shall be made upon call for bids.

(7) Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.

(8) For advertisement and formal sealed bidding to be dispensed with as to purchases between seven thousand five hundred and fifteen thousand dollars, the city legislative authority must authorize by resolution, use of the uniform procedure provided in RCW 39.04.190.

(9) These requirements for purchasing may be waived by resolution of the city or town council which declared that the purchase is clearly and legitimately limited to a single source or supply within the near vicinity, or the materials, supplies, equipment, or services are subject to special market conditions, and recites why this situation exists. Such actions are subject to RCW 39.30.020.

(10) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(3), that are negotiated under chapter 39.35A RCW.

(11) Nothing in this section shall prohibit any second or third class city or any town from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused. [1993 c 198 § 10; 1989 c 431 § 56; 1988 c 168 § 3; 1987 c 120 § 2. Prior: 1985 c 469 § 24; 1985 c 219 § 2; 1985 c 169 § 7; 1979 ex.s. c 89 § 2; 1977 ex.s. c 41 § 1; 1974 ex.s. c 74 § 2; 1965 c 114 § 1; 1965 c 7 § 35.23.352; prior: 1957 c 121 § 1; 1951 c 211 § 1; prior: (i) 1907 c 241 § 52; RRS § 9055. (ii) 1915 c 184 § 31; RRS § 9145. (iii) 1947 c 151 § 1; 1890 p 209 § 166; Rem. Supp. 1947 § 9185.]

Severability—1989 c 431: See RCW 70.95.901.

Competitive bidding violations by municipal officer, penalties: RCW 39.30.020.

Subcontractors to be identified by bidder, when: RCW 39.30.060.

City of Gig Harbor
Police Department

COPY

Bid Specification

The City of Gig Harbor Police Department is currently soliciting telephone price quotation for the following:

One (1) mid -size, 4 Door Sedan, 1996 model year

*The vehicle shall be equipped with the following: (vendor may list substitutions for consideration if such substitutions are significantly similar to the specified equipment)

3.0 Liter 6 cylinder gasoline engine
Automatic Overdrive transmission
Power Steering
P205/65Rx15 Steel Belted Radial All Season Tires
Spare Tire & Wheel
Power Brakes, Anti Lock Brake System, 4 Wheel Disc
Intermittent Wipers
Air Conditioning (CFC Free)
Tinted Glass all around
Tilt Steering wheel/Cruise Control
Headlamps on Warning chime
Color keyed Carpeted Floor mats (F&R)
Air bags, Driver and Front Passenger
AM/FM Radio with Cassette
Cloth Seat Surfaces, Carpeted Floor
Inside Hood Release
Cigarette Lighter/Auxiliary Power Source
Day/Night Inside Rear View Mirror
Dual Electric Remote Control Side View Mirrors, Heated
Body Side Moldings
Electric Rear Window Defroster
All Factory Standard Equipment Including:
 Power Windows/Door Locks
 Child Safety Locks, Rear Doors
 maximum gallon fuel tank for model offered
 minimum of 36 Month/36,000 Mile Warranty
 Choice of standard color selection

*Quotes must include allowance for trade-in of one (1) 1991 Ford Taurus 4 Door Sedan with approximately 69,000 miles. This vehicle is currently in service and has a transmission which is not operating properly. We have received a repair estimate of \$2000 to \$2200 to repair this malfunction.

*Quotes must list the total cost of the specified vehicle, itemized and including: vehicle cost, trade-in allowance, sales tax, any other applicable fees, and total delivered cost to buyer.

*Vehicle must be delivered within 30 days of acceptance

COPY

Inquiries and quotes should be forwarded to:

Mitch Barker
Gig Harbor PD
(206) 851-2236
FAX
(206) 851-8563

All quotes must be received no later than 4:30 p.m., Thursday, January 18, 1996.

This document has been forwarded by electronic facsimile as a courtesy to the vendor. It is not an offer to purchase any equipment and does not constitute an agreement between the parties.

Date of Release: January 16, 1996



1/16/96

Attn Mitch Barker
Gig Harbor P.D.

COPY

1-1996 Ford Taurus GL equipped as below;

3.0 Liter 6 cylinder gasoline engine
Automatic Overdrive transmission
Power Steering
P205/65R15 Steel Belted Radial All Season Tires
Spare Tire & Wheel
Power Brakes, Anti Lock Brake System, 4 Wheel Disc
Intermittent Wipers
Air Conditioning (CFC Free)
Tinted Glass all around
Tilt Steering wheel/Cruise Control
Headlamps on Warning chime
Color keyed Carpeted Floor mats (F&R)
Air bags, Driver and Front Passenger
AM/FM Radio with Cassette
Cloth Seat Surfaces, Carpeted Floor
Inside Hood Release
Cigarette Lighter/Auxiliary Power Source
Day/Night Inside Rear View Mirror
Dual Electric Remote Control Side View Mirrors, Heated
Body Side Moldings
Electric Rear Window Defroster
All Factory Standard Equipment Including:
Power Windows/Door Locks
Child Safety Locks, Rear Doors
maximum gallon fuel tank for model offered
minimum of 36 Month/36,000 Mile Warranty
Choice of standard color selection

Please see page 2 for cash break down.

Thanking you in advance
for your consideration.
Steve Lawson

Page 2

COPY

Financial Plan For:
Gig Harbor Police Department

"A" 0 MONTHLY PAYMENTS

| | |
|-----------------|----------|
| ===== | |
| Selling Price | 15776.98 |
| Taxes | 1029.13 |
| Lic. & Doc Fee | 9.75 |
| ----- | |
| TOTAL | 16815.86 |
| Trade Allowance | 2750.00 |
| Owed On Trade | 0.00 |
| Trade (NET) | 2750.00 |
| Cash Down | 0.00 |
| Down Payment | 2750.00 |

Payment Schedule:

0 @ 14065.86

=====

GIG HARBOR FORD

APPROVAL (A) _____

\$ _____
EARNEST MONEY

FOR INTERNAL USE ONLY

From, Gig Harbor Ford
Steve Lawlor

OLSON BROTHERS

CHEVROLET-GEOPHY COPY

5502 STATE ROAD 16
GIG HARBOR, WA 98335

PHONE NUMBER (206) 851-9931
FAX NUMBER (206) 851-9936

TO: Mitch Barker
FROM: Eds Walker
SUBJ: New car
DATE: 1-18-96 # OF PAGES 2

COMMENTS: _____

1996 Lumina LS

COPY

18425.33 Sell Price

1179.10 TAX

10.00 Lic

19614.43

3500.00 Trade Allowance

16114.43 out the Door Price

This CAR IS IN STOCK
AND ready for Delivery

Grey Chevrolet, Inc.

4949 HOVDE ROAD
P.O. BOX 1148
PORT ORCHARD, WASHINGTON 98366-0038
(206) 876-8091



Stock # 2025

Date: 01/18/96

Phone: 876-8091

PURCHASER'S NAME: CITY OF GIG HARBOR

PURCHASER'S ADDRESS: 3105 JUDSON STREET

CITY AND STATE: GIG HARBOR WA

ZIP CODE OR ZONE: 98335

RESIDENCE PHONE: 851-2226

BUSINESS PHONE:

COPY

PLEASE ENTER MY ORDER FOR: NEW USED CAR TRUCK DEMONSTRATOR YEAR AND MAKE: 1996 CHEVROLET LUMINA

BODY TYPE: HDR COLOR: RED SERIAL NO.: 2G1WL52M1T1116905

LICENSE NO.:
SALESMAN JEFF ALDER

| | |
|--------------------------------|-------------|
| DELIVERED PRICE OF UNIT: | \$ 17224.69 |
| EXTRA EQUIPMENT: | |
| DELIVERY: | \$ |
| SUB TOTAL: | \$ 17224.69 |
| SALES TAX: | \$ 1192.70 |
| LICENSE, TRANSFER: | \$ 402.60 |
| TOTAL: | \$ 18819.99 |
| CASH DEPOSIT WITH ORDER: | \$ n.a. |
| USED CAR ALLOWANCE: \$ 2500.00 | |
| BAL DUE \$ n.a. NET TRADE-IN: | \$ 2500.00 |
| CASH OR LOAN ON DELIVERY: | \$ n.a. |
| NET BALANCE: | \$ 16319.99 |

FILL OUT THIS SECTION IF USED CAR IS TO BE TRADED-IN:
YEAR AND MAKE 1991 FORD TAURUS
BODY TYPE: _____ LIC. NO.: _____
BALANCE OWED TO: _____
ADDRESS: _____
PAY-OFF: _____ PAY-OFF VEH. FIGO BY: _____
GOOD UNTIL: n.a.

Should Pay-off balance and/or lien(s) on my automobile traded-in be in excess of \$ _____, the additional amount will be either paid on demand or may be added to my Conditional Sales Contract.

PURCHASER'S SIGNATURE: (X)

| CASH OR CHECK | DATE | RECEIPT NO. | RECEIVED BY |
|---------------|------|-------------|-------------|
| \$ | | | |
| \$ | | | |
| \$ | | | |

Delivery of this automobile is accepted by Purchaser subject to credit approval by our financial institution, and in the event of a credit report unacceptable to our financing institution, the Purchaser will return the automobile herein described to Seller.

PURCHASER'S SIGNATURE: (X)

WARRANTY I understand you don't provide any warranties whatsoever, and the auto is sold as is and with all defects, unless a warranty page is attached to this agreement. Any new vehicle warranty by the manufacturer (not you) will be in the information provided by the manufacturer.

NO insurance for bodily injury liability, public liability, or property damage is to be provided by this agreement.

| | | | |
|--|----|------|---------|
| INSURANCE: | | | |
| <input type="checkbox"/> n.a. n.a. mo. | \$ | n.a. | |
| <input type="checkbox"/> Life, A & H _____ for _____ mo. | \$ | n.a. | |
| <input type="checkbox"/> _____ for _____ mo. | \$ | n.a. | |
| TOTAL INSURANCE PREMIUMS | \$ | n.a. | \$ n.a. |

If Time Sale, Time balance to be paid according to Conditional Sales Contract.

SPECIAL PAYMENT OF \$ _____ DUE _____
BALANCE IN PAYMENTS OF \$ 16319.99 EACH.
STARTING 18 DAY OF January 19 96

| | |
|--|-------------|
| PIPING FEES: | \$ |
| PRINCIPLE BALANCE: | \$ 16319.99 |
| SERVICE CHARGE: | \$ n.a. |
| TIME BALANCE DUE: | \$ 16319.99 |
| ANNUAL INTEREST RATE: <u>n.a.</u> DEFERRED PAYMENT PRICE \$ 18819.99 | |

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise, whatsoever will be recognized. This agreement is not valid until properly countersigned and accepted by the dealer, or an authorized executive appointed by the dealer, in writing. This order is noncancellable except in the event of a new-car price increase by General Motors Corporation. This order subject to correction of mathematical errors by our office.

I have received a copy of this order and understand it completely.

Odometer Reading 20

ACCEPTED BY: [Signature] PURCHASER SIGN HERE: [Signature] (X)

1996 LUMINA SEDAN

510 DARK CARMINE RED METALLIC /V6G

148 MEDIUM GRAY CLOTH

ORDER NO. 38602A/TMS STOCK NO.

VIN 2G1 WL52 MT 11116906

2025

CHEVROLET MOTOR DIVISION

GENERAL MOTORS CORPORATION

30007 VAN DYKE

WARREN MI 48093-2350

VEHICLE INVOICE 1A055239619

402.60

MODEL & FACTORY OPTIONS

| | MSRP | INV AMT | RETAIL - STOCK |
|--------------------------------------|----------|----------|------------------|
| 1489 LUMINA SEDAN | 16355.00 | 14801.28 | INVOICE 09/08/95 |
| - C49 ELECTRIC REAR WINDOW DEFROGFR | 170.00 | 151.30 | SHIPPED 09/08/95 |
| FEB 50-STATE EMISSIONS | N/C | N/C | EXP 1/T 09/21/95 |
| - JMK 4-WHEEL ANTI-LOCK BRAKE SYSTEM | 575.00 | 511.75 | INT COM 09/21/95 |
| - L82 3.1 LITER SFI V6 ENGINE | 0.00 | 0.00 | PRC EFF 09/07/95 |
| - MX0 4-SPEED AUTOMATIC TRANSMISSION | 0.00 | 0.00 | KEYS 6433 USH4 |
| - ULD AM/FM STEREO CASSETTE RADIO | 232.00 | 206.48 | WFP-F QTR OPT-1 |
| W61 SIX-WAY DRIVER POWER SEAT | 300.00 | 267.00 | |
| 150 LUMINA PREF EQP GRP 1 | 736.00 | 655.04 | BANK: GMAC - D54 |

INCLUDES:

- * POWER WINDOWS / POWER LOCKS / CHILD SAFETY LOCKS
- * ELEC SPEED CONTROL W/RESUME / TILT STEERING WHEEL
- * POWER TRUNK OPENER & INSIDE HOOD RELEASE
- * TWIN REMOTE MIRRORS
- * LUGGAGE AREA CARGO RETAIN NET
- * FRONT & REAR COLOR-KEYED
- CARPETED FLOOR MATS
- 148 MEDIUM GRAY CLOTH
- 510 DARK CARMINE RED METALLIC
- TIRES P205
- AC (AIR CONDITIONING)
- TINTED GLASS
- TILT CRUISE
- POWER STEERING
- INTER WIPERS
- HEADLAMP WARMING CABLE
- DUAL AIRBAGS
- CIGARETTE LIGHTER
- DAY/NIGHT REAR VIEW MIRROR
- BODY SIDE MOLDING
- 36 mo 36,000 miles warranty

SHIP WT: 3321
HP: 29.4

DAN: 604HS
HE30 918.40

COPY

LOCAL AD PAC - 125.00

| | | | | |
|-----------------------|----------|----------|---------|----------|
| TOTAL MODEL & OPTIONS | 18368.00 | 16592.85 | ACT 231 | 16581.81 |
| DESTINATION CHARGE | 540.00 | 540.00 | H/O 261 | 551.04 |
| DEALER ADVERTISING | | 91.84 | ADV 65A | 91.84 |

261A - 119.38

331B - 119.38

| | | | | |
|-------|----------|----------|---------|----------|
| TOTAL | 18903.00 | 17224.69 | PAY 310 | 17224.69 |
|-------|----------|----------|---------|----------|

MEMO: TOTAL LESS HUI/DK/BACK AND APPROX WHOLESALE FINANCE CREDIT 17349.69
16428.37

Dealer Cost will sell for dealer cost.

COMMERCIAL SPECIALTY VEHICLES

Lumina Ready for Patrol

When customers see Chevrolet cars operating as law enforcement vehicles, the perception of quality, durability and dependability is inescapable. Like a cowboy's horse, a police officer's car is much more than transportation.

While this segment has been dominated by large, rear-wheel drive cars in the past, the 1996 Lumina equipped with the 9C3 Police Package is gaining acceptance as people become familiar with everything Lumina offers.

"I started getting calls from police departments as soon as it was announced that Caprice would be ending production (at the end of the '96 model year)," says Bob Alexander, a service manager who helps maintain numerous police vehicles at Roberts Chevrolet-Geo in Downingtown, Pa.

"They hesitate about using anything other than Caprice, but bigger is not automatically better," says Alexander, adding that a large part of getting past their initial hesitation is getting them into a Lumina for a demonstration drive.

All-new in 1995, Lumina includes several features that can make it more attractive to law enforcement agencies than in the past.

"The new Lumina meets several bid requirements that previous models didn't," says Isaac Gonzalez, a fleet sales manager at Ferman Motors in Tampa, Fla. "Those features include the certi-

fied speedometer, dual air bags and increased horsepower."

Lumina's 3100 Sequentially Fuel Injected (SFI) V6 engine provides 160 horsepower at 5,200 rpm and 185 lbs.-ft. torque at 4,000 rpm. It may be helpful to point out that the 3100 V6 produces high-end power for smooth passing at highway speeds, and strong low-end torque for launch performance.

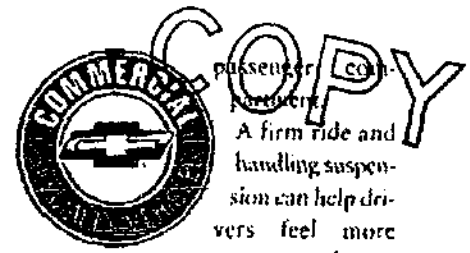
Lumina's powertrain gets even stronger with these police package features:

- Transmission oil cooler
- 105-amp alternator
- Heavy-duty battery
- Heavy-duty cooling system
- Engine oil cooler
- The top-speed fuel cut-off switch has been removed.

In addition, dramatic increases in several recommended service intervals will help keep Lumina on the road. The '96 3100 V6 features extended-life engine coolant and platinum-tipped spark plugs.

A 4-speed electronically controlled automatic transmission is also standard, complete with extended-life Dextron®III fluid.

While every Lumina is a safety leader, the police version is no exception. The Lumina police car includes dual air bags, 4-wheel disc anti-lock brakes and a reinforced safety cage that helps protect the



A firm ride and handling suspension can help drivers feel more secure even during

demanding maneuvers. The special suspension includes independent MacPherson struts, coil springs and stabilizer bars in front. In the rear, independent tri-link MacPherson struts, coil springs over struts and a stabilizer bar provide control and stability.

Inside, performance Recaro® front bucket seats announce that this is no ordinary Lumina.

"The local police department evaluated 10 Luminas last year and they were impressed by the Recaro seats," according to Ferman Motors' Gonzalez. "The seats feel hard, and the guys receiving the cars didn't think the officers would like them. But it's like a mattress. A soft one gives you a headache."

In addition to the Recaro seats, the Lumina police package includes these interior components:

- Heavy-duty rear seat cushion and trim
- A gauge package, including coolant temperature, volt and tachometer
- Digital speedometer, certified to be within 1 mph of accuracy
- On/off switch for the speedometer light and radio display.



Lumina's 3100 V6 engine features the second generation of On-Board Diagnostics (OBD II).

LARSON AUTOMOTIVE GROUP

DODGE
CHRYSLER
PLYMOUTH
HYUNDAI

300 River Rd - P.O. Box 533 - Puyallup, WA 98371
(206) 845-1725 Seattle (206) 838-3078
1-800-475-5665 Fax (206) 845-1945

PORSCHE
AUD.
VW
MERCEDES
TOYOTA

FLEET DEPT.

COPY

1-18-9L

GIG HARBOR P.D.
MITCH BARKER

I HAVE A 96 DODGE INTREPID 4DR SEDAN.
I AM SENDING COPY OF INVOICE WITH
THIS BID.

| | |
|----------|------------------------|
| PRICE | 18897 ⁵⁵ |
| TRADE | -2800 ⁰⁰ |
| TAX 7.9% | +1271 ⁷¹ |
| TOTAL | \$ 17369 ²⁶ |

91 FORD TAURUS SEDAN

LIC. FEES TO BE HANDLED BY GIG HARBOR P.D.
\$1000⁰⁰ FLEET REBATE WILL BE SENT TO
YOU BY CHRYSLER CORP.

THIS BID IS GOOD FOR INTREPID I AM
FAX OR ANOTHER EQUIPPED THE SAME.
THIS VEHICLE MEETS ALL YOUR REQUIREMENTS.

THANKS

Jim Minion
FLEET MGR

LARSON DODGE
5236-A

Fax: 2068451945

Jan 18 '02 12:57 P.03/04

C O R P O R A T I O N I N V O I C E

PLANT
NEWARK

ZONE
72

DEALER
59577

VEHICLE ID NO.
1B3HD46T3TF129336

INVOICE NO. INVOICE DT
T-LHD-46443426 12/11/95

SHIP LARSON MOTORS INC
TO: PO BOX 533
PUYALLUP WA 98371

SOLD LARSON MOTORS INC
TO: PO BOX 533
PUYALLUP WA 98371

IGN KEY L1941
TRK KEY 0800
ACC KEY 0701-CT11
COPY

SHIPPING WT. 3311

PAID FOR BY: FIRST INTERSTATE BANK OF WA NA
CREDIT SALE XX CASH SALE

SAE HP 32.2
000-190028-00

| BODY & EQUIP. | DESCRIPTION | FACTORY WHOLESALE PRICE |
|---------------|-------------|-------------------------|
|---------------|-------------|-------------------------|

| | | |
|--------|--------------------------------------|-----------|
| LHDH41 | Dodge Intrepid 4 Door Sedan | 16,946.05 |
| PP6 | Island Teal | |
| .7SD | Cloth Bucket Seats w/Recliner And | NO CHARGE |
| RRH | Radio - AM/FM w/Cassette & 8 Spkrs | 311.50 |
| RT | Anti-Lock 4 Wheel Disc Brakes | 556.25 |
| GB | 4 Spd Electronic Automatic Transaxle | NO CHARGE |
| GB | 3.3 Liter V6 Engine | NO CHARGE |
| NC | 16" Polycast Wheel | NO CHARGE |
| DB | Owner Followup Services | 15.00 |
| EP | Certificate Of Origin | |
| GC | Gasoline - 7 Gallons | 8.75 |
| ZC | Customer Preferred Group (22C) | |
| VN | Dodge Discount* | |
| 50 | PORTLAND - PPA/EB-PF | 210.00 |
| 50 | PORTLAND - DAA | 200.00 |
| 30 | DESTINATION CHARGE | 550.00 |
| | BB 58260 | |

MDH # 120713
EP 17539

120) 18314.75

21 769.00 / 1799.00

MSRP RETAIL TOTAL

19,970.00

TOTAL 18,797.55
ORIGINAL INVOICE

DODGE
1996 INTREPID CODE GUIDE
SELECTED STANDARD EQUIPMENT

ISSUED: JULY 17, 1995

| | LH |
|--|----|
| AIR CONDITIONING | |
| ALTERNATOR - 90 Amp | |
| BATTERY - 600 CCA | |
| BRAKES - Front Disc / Rear Drum | |
| - Four Wheel Disc With Anti-Lock | |
| BUMPERS - Front & Rear Fascias, Bodycolor | |
| - Front & Rear Fascias, Color Keyed | |
| CHIMES - Warning For Key-In-Ignition, Door Ajar, Headlamps On, Seatbelts | |
| CHILD PROTECTION REAR DOOR LOCKS | |
| GLADDING - Full Bodyside, Color Keyed | |
| CONSOLE - Floor Mounted (Bucket Seats Only), Inc's CD/Cass. Str., Armrest, Coinholder, Cupholders, Rear Heat/AC Ducts | X |
| DECKLID RELEASE - Power Remote | X |
| DEFROSTER - Rear Window | X |
| DOOR LOCKS - Power | X |
| ENGINE - 3.3 Liter MPI V6 | X |
| 3.5 Liter 24V OHV V6 | |
| EXHAUST - Aluminized Stainless Steel | X |
| FLOOR MATS - Front & Rear | X |
| FOG LAMPS - Front, Integrated Into Fascia | X |
| FUEL TANK - 18 Gallon With Tethered Cap | X |
| GLASS - Tinted With Solar Control Windshield & Rear Window | X |
| HEADLAMPS - Low Profile Aero Design With Shut-off Delay | X |
| INSTRUMENT PANEL - Incl: 120 MPH Speedometer, Tachometer, Odometer W/Trip, Gauges For Fuel & Temp. | X |
| LIGHTS - Front Reading Lamps W/Two Switches(Includes Courtesy Function), Rear Courtesy Lamps, Lights For Glove Box, Ash Receiver, Ignition, Underhood And Trunk | |
| Warning Lights For Brake/Park Brake, Low Oil, High Temperature, Check Engine, Charging System, Speed Control(If Equip.), Low Fuel, Seatbelts, Turn Sig. On, Highbeam On, Airbag, Eng. Coolant Temp | X |
| Door Courtesy Lamps | |
| MESSAGE CENTER - Warnings For Door Ajar, Trunk Ajar, Low Washer Fluid, 2 Traction Control Lights (If Equipped), ABS Warning (If Equipped) | |
| MIRRORS - Dual Visor Vanity - Covered | X |
| - Dual Visor Vanity - Covered, Illuminated | |
| - Dual Exterior Power Remote, Heated, Black (Foldaway On "ES") | X |
| MOLDINGS - Bodyside | X |
| PASSENGER ASSIST HANDLES - 3 | |
| RADIO - AM/FM W/Cassette & 6 Speakers | X |
| - AM/FM W/Cassette & 6 Speakers in 6 Locations | |
| RESTRAINT SYSTEM - Passive Driver & Front Passenger Airbags With Height Adjustable Active 3 Point Unibelt, Rear Outboard Active 3 Point Unibelt, Lap Belt For Rear Center Passenger | X |
| SEAT - Driver Side 8 Way Power | |
| SEATING - Cloth Front Buckets, Rear Bench | X |
| - Premium Cloth Front Buckets With Driver Lumbar Support, Rear Bench With Contoured Seatback | |
| SPEED CONTROL | X |
| STEERING - Power | X |
| - Power, Variable Assist Speed Sensitive | |
| STEERING COLUMN - Tilt | X |
| STEERING WHEEL - Leather Wrapped | |
| SUSPENSION - Touring Tuned | X |
| TIRES - P225/60 R16 All Season Touring SBR | X |
| - Compact Spare | X |
| TRANSMISSION - Four Speed Automatic | X |
| WHEELS - 16" Wheel Covers | X |
| - 16" Cast Aluminum "Excalibur" Design | |
| WINDOWS - Power, With One-Touch-Down Feature | X |
| WINDSHIELD WIPERS - Deluxe With Speed Sensitive Intermittent Feature | X |

COPY

S - STANDARD E - EXTRA COST NC - NO CHARGE P - INCLUDED IN PACKAGE NA - NOT AVAILABLE

MEMORANDUM

DATE: January 22, 1996
TO: Mayor Wilbert and City Councilmembers
FROM: Carol Morris, City Attorney
RE: Final Corrections to Development Regulations

Chapter 17.01

1. Page 4, (F): . . . The fee will be imposed ~~is~~ in addition to the fees for all other required permits . . .

Chapter 17.04

2. page 2 and 3, Sec. 7: A new ~~definition~~ Section 17.04.272 . . .

17.04.272. "Developed property." Developed property shall mean

. . .

Chapter 17.07

3. The citation to "Chapter" 17.07.044 should be "Section." Also, where is Section 17.07.044? Has it not yet been codified -- or is this a typo?

Title 17

4. Section 17.16.020, p. 3 -- (E) "Family day care and adult family homes."
5. Section 4, p. 4, which purports to amend Section 17.16.040 should instead state that Section 17.16.040 is repealed and all stricken language eliminated.
6. Section 15, p. 8: The language should read "A new section 17.20.070 is hereby added to the Gig harbor Municipal Code, to read as follows:" and the underlining should be eliminated in the new code section.

7. Section 20, p. 11: All new sections are not underlined.
8. Section 26, p. 14: "Adult Family Homes" should be underlined.
9. Section 37, p. 19. The reference to Section 17.32.040 should be changed to 17.32.090.
10. Section 45, p. 23. Section 17.40.020(S) should be: "Family Child day care." There is no definition for "child care facilities."
11. Section 45, p. 23. Section 17.40.020 should be amended to add: "T. Adult Family Homes."
12. Section 48, p. 24. Section 17.40.050 is being repealed, not amended. Eliminate the entire underlined section and change wording to reflect this.
13. Section 49, p. 24. Delete Section 49. Explanation will be given by Ray Gilmore and Carol Morris.
14. Section 58, p. 28. See memo to Mayor and City Council on suggestions to amendments to Section 17.48.060.
15. Section 62, p. 30: Shouldn't the last sentence in 17.62.010 be: "This is intended to be a limitation on height so as not to . . ."
16. Section 68, p. 32. Eliminate Section 68. Inadvertant proposed repeal.
17. Section 70, p. 32. I think the numbering in this section is mixed up. "A" is administrative variances; "B" is the required findings to grant an administrative variance; "C" has been eliminated, and should be the required findings for administrative height variances.
18. Section 76, p. 37. There should be a row of asterisks before this paragraph so that the rest of the section is not accidentally repealed.
19. Section 77, p. 37. After termination of the parking agreement, shouldn't the language be changed to:

The parking agreement shall have a minimum term of five years, and shall specifically provide that the party whose parking will be eliminated or reduced (the "affected party") by the agreement's termination shall notify the City at least six months prior to such

Memorandum to Mayor Wilbert and City Councilmembers

January 21, 1996

Page 3

~~termination. Prior to expiration of the agreement, the property owner shall notify the City of the termination of the agreement. The business affected by the agreement affected party shall secure off-street parking sufficient to meet the code-required parking for the use . . .~~

20. Section 78, p. 37. Shouldn't the reference in the first sentence to "before the effective date of this chapter" be to "the effective date of this provision?"
21. Section 17.80.060 must be amended to change the reference to enforcement to the new enforcement chapter. See subsection (B).
22. The definition of "home occupation" in 17.84.020(A) should be relocated in the definitions chapter.
23. Section 95, p. 47 (C): Revise to:

~~In conditioning the approval of granting any planned unit development, the City may require adequate guarantees of compliance with the final development plan, all as approved as to form by the City Attorney. Such guarantee may be a performance bond or other form of security in an amount sufficient to assure compliance, and may provide that such security be reduced as stages of construction are completed. In addition to the above, the City may, in the event of the applicant's failure to perform under the guarantees or other security, take steps necessary to ensure compliance, including the City's performance of the construction and/or maintenance at the applicant's cost, and for the City to recover its costs in any manner allowed by law. ~~Alternatively, or in addition to the security, conditions may be imposed requiring other adequate assurances that the structures and improvements be completed, subject to review and approval as to form by the City attorney, or that the city may, in the event of the applicant's failure to comply, take the steps necessary to assure compliance, including performing the construction or maintenance itself, and levy a lien for all costs thereof against the property.~~~~

24. Section 102, p. 50. Isn't the reference to "prior to June 1 of each year" misleading in Section 17.100.025? The City will accept suggestions after June 1, won't it -- the

suggestions just have to be in before June 1 in order to be considered as part of that year's comp plan amendment.

25. Section 104, p. 50 and Section 106, p. 51. Isn't a request for an amendment to the zoning district the same as an amendment to the boundary? Shouldn't these two sections be the same?

Chapter 17.15

26. Section 17.15.010(B) and (C). Shouldn't these definitions be in the definitions section?
27. Section 17.15.060, p. 3. Change language "all buildings and structures shall not exceed have a maximum height . . ." Is this "waiver" of the height standard a new procedure -- which exists in addition to the administrative height variance? Or does the description of buildings to which it applies only key the applicant in to the fact that if he/she owns such a building, he/she can make application for an administrative height variance?

Chapter 17.65

28. Section 17.65.090 - Eliminate this Section.

Chapter 17.94

29. Section 17.94.060, p. 5. There is a typo in the second full paragraph on this page, which starts with "o work . . ."

Title 19

30. All references to "Chapter 347 of the Laws of Washington" should be changed to "Chapter 36.70B RCW."
31. Section 19.01.004, p. 4. In "A" change "administrator" to "director."
32. Section 19.01.004(C), p. 4. Add as a new subsection:
 4. The hearing is held within the geographic boundary of the local government.
33. Section 19.01.004(A), p. 5. ". . . and are not subject to the procedures in this ~~chapter~~ title, unless . . ."

Memorandum to Mayor Wilbert and City Councilmembers

January 21, 1996

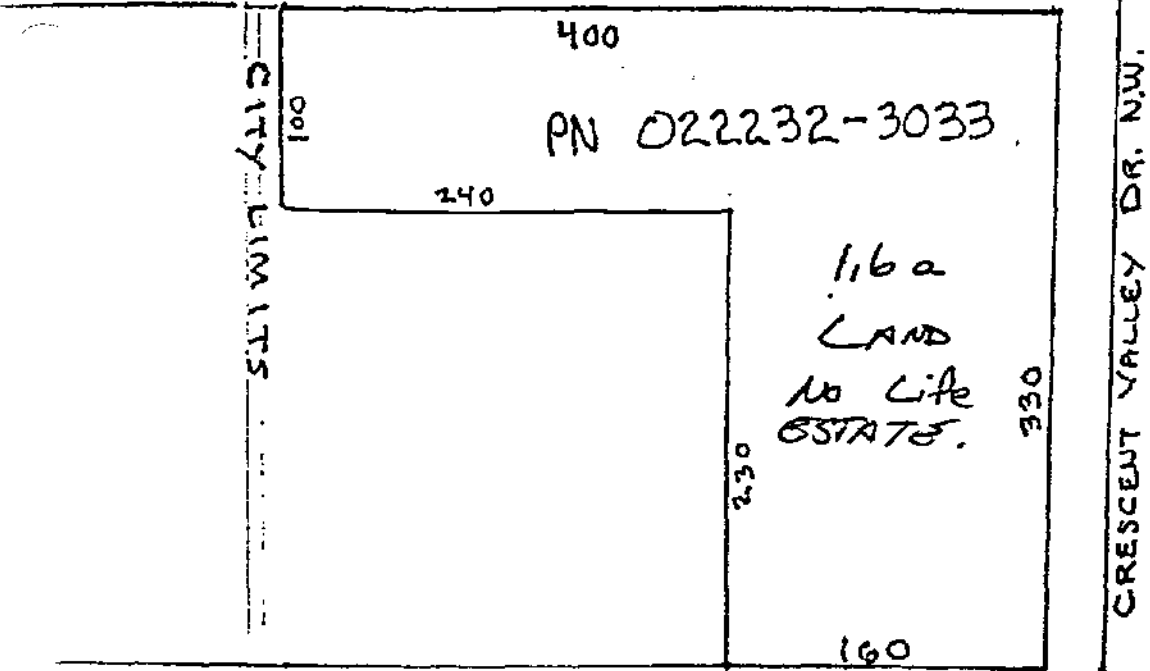
Page 5

34. Section 19.02.003(D)(2), p. 8. last line, change word from "denied" to "lapsed."

In (3), first line, change wording from "denied" to "has made a determination that an application has lapsed because . . . "
35. Section 19.02.004(E), p. 9. Should the "Department of Community Development" be changed to Department of Planning and Building?
36. Section 19.05.008(E), p. 21. Should the language be: "as set forth in Section 19.03.003(B)(2)(a) and (B)(2)(c)"?
37. Section 19.06.004(A)(2), p. 24. The language must be changed to: "An appeal of the Hearing Body's decision must be filed within ~~ten (10)~~ fourteen (14) calendar days following . . . "
38. Page 25. Remember that this new procedure only applies to permits filed after April 1, 1996. We should add a section here to clarify when these procedures go into effect.

ADDENDUM (A)

\$75,000
selling price



Title ordered #
453412--

BERNHARDSON ST. (96TH ST. N.W.)

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 330 FEET ALONG THE CENTER LINE OF SAID SECTION 32, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 400 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 100 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TRACT; THENCE EAST 240 FEET ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SECTION SECTION 32, THENCE SOUTH 230 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TRACT TO THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST 160 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT 107TH AVENUE N.W.

EXCEPT 96TH STREET N.W.

RESERVING UNTO THE GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, A 10 FOOT UTILITY EASEMENT OVER, UNDER AND ACROSS THE WEST 10 FEET OF THE EAST 145 FEET OF THE HEREIN DESCRIBED PROPERTY (PRIOR TO EXCEPTIONS).

SUBJECT TO: RIGHT OF WAY GRANTED TO PIERCE COUNTY, WASHINGTON FOR WEST PASSAGE ROAD BY INSTRUMENT RECORDED UNDER AFN 1432791; RIGHT OF PIERCE COUNTY TO CONSTRUCT AND MAINTAIN NECESSARY CUT AND FILL SLOPES, CULVERTS, SPECIAL DITCHES AND APPURTENANCES AS SET FORTH IN DEEDS RECORDED UNDER AFNs 1432791 AND 2524674.

BELL ESCROW

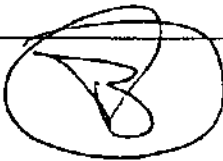
MLS # 54062

② William V. & Catherine Miller
CITY ADMINISTRATOR - MARK HOPPEN



Shorewood

Real Estate Inc.

ADDITIONAL 

Buyers Satisfaction of Contingencies.

Buyer has completed Contingencies
AND IS SATISFIED. Contingency

④ A, B, C. Removed.

⑫ Buyer has completed all
inspections, AND IS SATISFIED.

~~X Patricia Wilcox Meyer
City G.H.
12/6/95
DATE~~

~~X William & Miller
Seller~~

~~X Catherine Miller
Seller~~

~~12-6-95
DATE~~

SELLER'S PROPERTY CONDITION REPORT

VACANT LAND

ADDENDUM "C"

I. INSTRUCTIONS TO SELLER

Please complete the following form. Do not leave any questions unanswered. You should check the "Yes", or "No" box, or write "don't know" in the space provided. If you need more room to explain, please do so in the "Seller's Comments" section at the end of the form.

II. PROPERTY

A. Seller's Name: William D. Miller
 B. Property Address and/or Tax Parcel Number: 19 YEARS
 C. How long have you owned this property? 19 YEARS Years
 D. How long have you occupied the property? _____ Years

| | | Yes | No |
|-----------------|--|-------------------------------------|-------------------------------------|
| A. TITLE | | | |
| 1. | Is title to the property subject to a first right of refusal, option, lease, rental agreement, other listing agreements, or life estate? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Are there any rights-of-way, easements, or licenses that affect the property? If yes, explain: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. | Are there any encroachments, boundary or maintenance agreements, or boundary disputes affecting the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Do you have a recorded survey of the property? If yes, please attach a copy or indicate where it can be obtained. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | | | |
|------------------|--|-------------------------------------|-------------------------------------|
| B. ACCESS | | | |
| 1. | Is the property on a public street? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. | Is there a private road or easement agreement for access to the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | a. If yes, is it recorded? | <input type="checkbox"/> | <input type="checkbox"/> |
| | b. Is the access shared with any other property? | <input type="checkbox"/> | <input type="checkbox"/> |
| | c. Is there a written agreement for sharing the maintenance and repair costs? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Have there been any problems with your access during your ownership? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | | | |
|-------------------------------|---|-------------------------------------|-------------------------------------|
| C. ZONING RESTRICTIONS | | | |
| 1. | Are you aware of any improvements that do not meet zoning setback requirements and height limits? If no, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Are you aware of any unusual restrictions on the use of the property that would affect future development? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Do you believe that the property, or any part of it, is in a government designated Shoreline Master Plan, wetland, flood zone/plain, or other environmentally sensitive area? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Are you aware of any changes in zoning or land use regulations planned or being considered by the city or county that will affect the property? If yes, explain: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|------------------------|---|--------------------------|-------------------------------------|
| D. NEIGHBORHOOD | | | |
| 1. | Are you aware of any waste dumps, disposal sites, or landfills in the vicinity? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Do you know if the property or any neighboring property has been used for the sale or manufacture of illegal drugs? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Are there any manufacturing, quarrying, or other uses or conditions in the vicinity of the property which cause smoke, smell, noise, pollution or other problems? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Are you aware of any significant pending real estate developments or projects in the vicinity? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. | Are you aware of any caves, abandoned coal or other mine shafts under or in the general vicinity of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | | | |
|-----------------|--|-------------------------------------|-------------------------------------|
| E. WATER | | | |
| 1. | Is the property served by a public water main fronting the property (rather than a temporary service line to a water main not fronting the property)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Where is the nearest water main located? <input type="checkbox"/> Across the <u>SOUTH</u> side(s) of the property; <input type="checkbox"/> Other (Describe): <u>LOCATED ON N. SIDE OF 96TH ST. NW, 15 TO 25' FROM W. COR</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Is there a connection or hook-on charge payable before the property can be connected to the water main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. | Have you obtained a Certificate of Water Availability from the City or Water District serving the property? (If "Yes", attach a copy.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

The following questions pertain to property served by a private or community water source:

| | | | |
|----|--|--------------------------|--------------------------|
| 5. | Does the water source provide an adequate year round supply of water? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Have water samples recently been tested? | <input type="checkbox"/> | <input type="checkbox"/> |
| | a. If your answer to 6 is "Yes", did the water samples fail State Department of Health purity standards? | <input type="checkbox"/> | <input type="checkbox"/> |
| | b. If your answer to 6 is "Yes", then (check one): <input checked="" type="checkbox"/> a copy of the most recent purity test report is attached, <input type="checkbox"/> the last purity test was done on _____, 19____, by _____ testing laboratory. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Is there a Washington State Department of Ecology permit (certificate) for the water source? | <input type="checkbox"/> | <input type="checkbox"/> |
| | a. If the answer to 7 is "Yes", is a copy of the permit (certificate) attached to this form? | <input type="checkbox"/> | <input type="checkbox"/> |
| | b. If your answer to 7 is "No", is the water withdrawn from the water source less than 5,000 gallons a day? (If the answer is "No", a permit is required by the state law.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | If the water source serves anyone other than your property, is there a written agreement? | <input type="checkbox"/> | <input type="checkbox"/> |
| | a. If your answer to 9 is "Yes", has it been recorded? | <input type="checkbox"/> | <input type="checkbox"/> |

Seller's Initial(s) WDM

Buyer's Initial(s) _____

| | | Yes | No | |
|--|--|-------------------------------------|-------------------------------------|-----|
| F. IRRIGATION SYSTEM | | | | |
| 1. | Is there an irrigation system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9: |
| a. | Are there any defects in the system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9: |
| b. | State the irrigation district or the source for the water: _____ | | | 9: |
| c. | Identify any applicable permits and the pertinent terms, conditions and restrictions governing the use of the irrigation system: _____ | | | 9: |
| d. | What portion of the property is serviced by the system? _____ | | | 10: |
| G. SEWER/SEPTIC SYSTEM | | | | |
| 1. | Is the property served by: <input type="checkbox"/> public sewer main, <input type="checkbox"/> septic tank system, <input type="checkbox"/> other disposal system (describe): <u>Neither</u> | | | 10: |
| 2. | If there is a sewer main across one or more sides of the property, is there a connection or hook-on charge payable before the property can be connected to the sewer? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10: |
| 3. | Has an application for approval of a "preliminary soil report" or "drain field design" (formerly "septic system") ever been filed with the city or county? (If yes, attach the approval.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10: |
| 4. | If your answer to #3 is "Yes", was it approved? _____ (If yes, attach the approval.) | <input type="checkbox"/> | <input type="checkbox"/> | 10: |
| 5. | How many bedrooms was the system approved for? _____ bedrooms | <input type="checkbox"/> | <input type="checkbox"/> | 11: |
| 6. | Is or will any "enhanced" sewage disposal system be required? (e.g., a pressure distribution or mound system.) | <input type="checkbox"/> | <input type="checkbox"/> | 11: |
| H. ELECTRICAL/GAS | | | | |
| 1. | Is the property served by natural gas? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 11: |
| 2. | Is there a connection charge for gas? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 11: |
| 3. | Is the property served by electricity? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 11: |
| 4. | Is there a connection charge for electricity? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 11: |
| 5. | Are there any damaged or malfunctioning receptacles or switches located on the property? If yes, explain: _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 11: |
| 6. | Do you know of any electrical problems on the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12: |
| I. FLOODING | | | | |
| 1. | Do you know of any flooding, standing water, or drainage problems on your property, or affecting access to your property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12: |
| 2. | Is the property located in a government designated flood zone or flood plain? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12: |
| J. SOIL STABILITY | | | | |
| 1. | Are you aware of any settlement, earth movement, slides, or similar soil problems on the property or in the vicinity? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12: |
| 2. | Are you aware whether or not any part of the property or neighboring property contains fill dirt, waste, or other fill material? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13: |
| K. ENVIRONMENTAL CONCERNS | | | | |
| 1. | Are you aware of any hazardous waste/substance on the property or in the neighborhood? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13: |
| 2. | Are you aware of any above ground or underground storage tanks on the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13: |
| 3. | Has the property been tested for RADON or other hazardous materials? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14: |
| 4. | Are you aware of there ever having been a service station, auto repair shop, dry cleaners, printing shop, manufacturing facility, or any other use of the property which might have contaminated the soil? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14: |
| 5. | Are there any high voltage power lines in the vicinity of property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14: |
| 6. | Is the property (or any part of it) in a government designated shoreline master plan, slide area, wetland or other environmentally sensitive area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14: |
| L. HOMEOWNER'S ASSOCIATION/COMMON INTEREST DEVELOPMENTS | | | | |
| 1. | Is there a homeowner's association? If yes, state the name of the association and the contact person: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14: |
| 2. | Are there monthly or annual dues/assessments? If so, state the amount and payment schedule: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15: |
| 3. | Has the association notified you of any future dues increases or special assessments? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15: |
| 4. | Are there any common areas, such as pools, tennis courts, walkways, roads, or other areas? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15: |
| 5. | Are there covenants, conditions, and restrictions which control the property? a. If yes, is the property in conformance with the covenants, conditions, and restrictions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15: |
| 6. | Have you been notified that your municipality is contemplating or has approved any special district improvements for which you may be assessed? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15: |
| 7. | Are there any additional assessments/special charges assessed against the property, that will be assessed on the transfer of the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16: |
| 8. | Are there any recorded or unrecorded agreements requiring future owners of the property to pay for (and/or waiving the right to protest) future public improvements including, but not limited to; roads or streets; flood and/or storm water control/ street lighting; sewer, water, telephone, electrical, gas and/or other utilities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16: |
| M. OTHER FACTS | | | | |
| 1. | Are you aware of anyone having died from suicide or homicide on the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16: |
| 2. | Are you aware of any crimes of violence having been committed on the property or in the vicinity? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17: |
| 3. | Are you aware of any disagreements, disputes, or legal actions concerning the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17: |
| 4. | Are you aware of any other facts or conditions that might adversely affect the value or desirability of the property? If yes, explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17: |
| 5. | Are there any government protected or declared endangered plant or wildlife on or in the vicinity of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17: |
| 6. | Is this property classified or designated as forest land or open space? If so, specify _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17: |
| 7. | Do you have a Forest Management plan? If yes, attach. _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17: |

Seller's Initial(s) ETM WUM

Buyer's Initial(s) _____



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

TO: MAYOR WILBERT AND CITY COUNCIL

FROM: TOM ENLOW, FINANCE DIRECTOR

DATE: January 22, 1996

SUBJECT: Quarterly Finance Report

Attached are the quarterly financial reports for the last quarter of 1995.

Total resources, including all revenues and beginning cash balances, are at 99% of the annual budget. Year to date revenues, excluding cash balances, are at 89% of budget.

Overall General Fund revenues (excluding beginning balance) are at 106% of budget. Sales tax revenues exceeded budget by 2.4% for a total of \$1,229,278 for the year. Many General Fund revenues are difficult to project and varied significantly from the budget. While electric and gas utility taxes were very close to the estimate, the utility tax on phone service exceeded budget by 50%. Building permits were only 60% of budget while zoning and subdivision fees were 469% of budget.

General Fund expenditures are 86% of budget with most budgeted objectives achieved. Notable exceptions are the \$90,000 Jerisich Dock Extension project and the \$30,000 Little League ballfield purchase which were not completed. All departments are within budget.

Street revenues are only 61% and expenditures 63% of budget because we budgeted \$1,065,000 for the Kimball Drive project which has not yet begun. Remaining Street revenues are at 98% and expenditures at 100% of budget.

Water and Sewer revenues are each over 110% of budget due to increased services to new and existing customers and interest earnings. There were no rate increases in 1995. Water expenditures were 78% of budget and Sewer expenditures were 92%.

Sewer connection fees, accounted for in the Sewer Capital Construction Fund, were 167% of budget for a total of \$334,524 in 1995. This leaves a balance in the fund of \$227,124 after the nearly \$2 million plant expansion and a \$400,000 property purchase. While the balance will be used to complete the expansion and begin construction of the mixing facility, the fund is in a much better financial position than we had projected.

Cash balances are adequate in all funds. The General Fund balance is above projections and will be able to fund transfers to Streets, Storm, Debt Service and the Property Acquisition funds sooner than expected in 1996.

**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 1995**

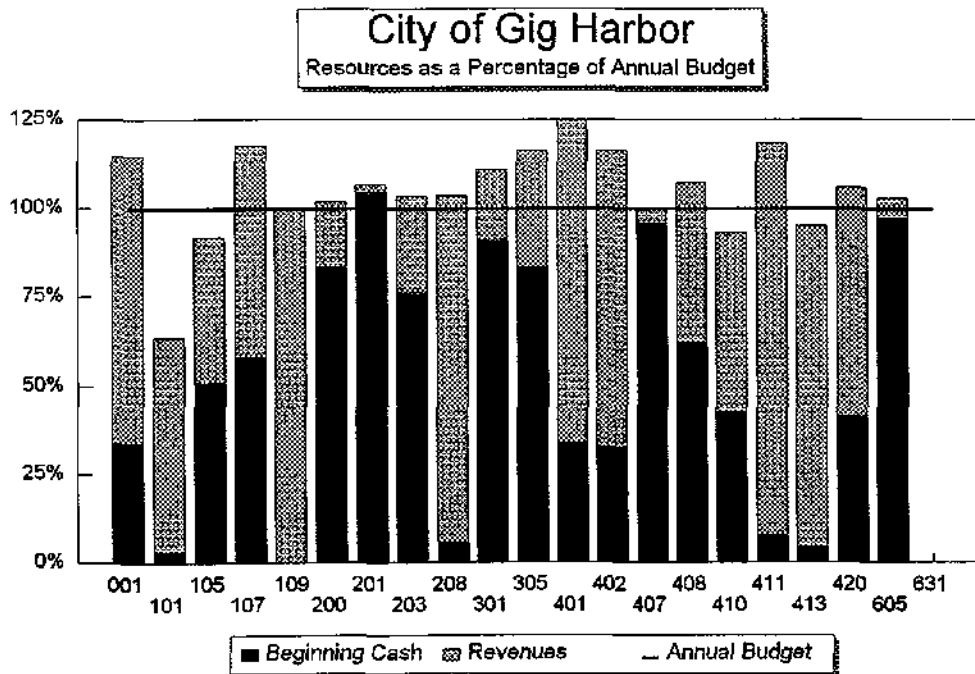
| FUND NO. | DESCRIPTION | BEGINNING BALANCE | REVENUES | EXPENDITURES | OTHER CHANGES | ENDING BALANCE |
|----------|-------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 001 | GENERAL GOVERNMENT | \$995,352 | \$2,392,647 | \$2,123,637 | \$11,722 | \$1,276,084 |
| 101 | STREET FUND | 86,729 | 1,741,185 | 1,809,420 | (13,980) | 4,515 |
| 105 | DRUG INVESTIGATION FUND | 7,663 | 6,123 | 2,601 | (19) | 11,165 |
| 107 | HOTEL-MOTEL FUND | 1,281 | 1,312 | 270 | - | 2,323 |
| 109 | PARK ACQUISITION FUND | - | 52,220 | - | - | 52,220 |
| 200 | '78 GO BONDS - FIRE | 14,928 | 3,281 | 5,719 | - | 12,491 |
| 201 | '75 GO BONDS - SEWER | 43,451 | 887 | 36,225 | - | 8,113 |
| 203 | '87 GO BONDS - SEWER CONSTR | 469,726 | 168,786 | 138,447 | (84) | 499,981 |
| 208 | 91 GO BONDS - SOUNDVIEW DRIVE | 5,776 | 97,332 | 98,058 | (106) | 4,944 |
| 301 | GENERAL GOVT CAPITAL ASSETS | 364,000 | 79,385 | 55,000 | - | 388,385 |
| 305 | GENERAL GOVT CAPITAL IMPRVMEN | 172,265 | 68,073 | 55,000 | - | 185,339 |
| 401 | WATER OPERATING | 213,478 | 634,506 | 430,205 | (8,472) | 409,308 |
| 402 | SEWER OPERATING | 311,611 | 802,037 | 845,458 | (5,043) | 263,146 |
| 407 | UTILITY RESERVE | 424,761 | 21,184 | - | - | 445,946 |
| 408 | UTILITY BOND REDEMPTION FUND | 546,041 | 398,575 | 657,152 | 88,390 | 375,853 |
| 410 | SEWER CAPITAL CONSTRUCTION | 1,274,951 | 1,513,638 | 2,499,678 | (61,788) | 227,124 |
| 411 | STORM SEWER OPERATING | 12,912 | 187,209 | 131,914 | 11,520 | 79,727 |
| 413 | ADV REFUNDING BOND REDEMPTION | 13,540 | 276,976 | 25,437 | (265,079) | 0 |
| 420 | WATER CAPITAL ASSETS | 83,801 | 130,908 | 85,787 | (1,417) | 127,505 |
| 605 | LIGHTHOUSE MAINTENANCE TRUST | 3,835 | 220 | 725 | - | 3,330 |
| 631 | MUNICIPAL COURT | - | 76,047 | 76,047 | - | 0 |
| 801 | CLEARING CLAIMS | 52,210 | - | - | (52,210) | 0 |
| | | <u>\$5,098,313</u> | <u>\$8,652,530</u> | <u>\$9,076,778</u> | <u>(\$296,566)</u> | <u>\$4,377,498</u> |

**COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 1995**

| | MATURITY | RATE | BALANCE |
|----------------------------------|----------|-------|--------------------|
| CASH ON HAND | | | \$300 |
| CASH IN BANK | | 1.85% | 119,196 |
| LOCAL GOVERNMENT INVESTMENT POOL | | 5.77% | 3,908,002 |
| FEDERAL FARM CREDIT BANK | 07/24/96 | 6.00% | 250,000 |
| US BANK - FHLB BND | 02/14/96 | 4.31% | 100,000 |
| | | | <u>\$4,377,498</u> |

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 1995**

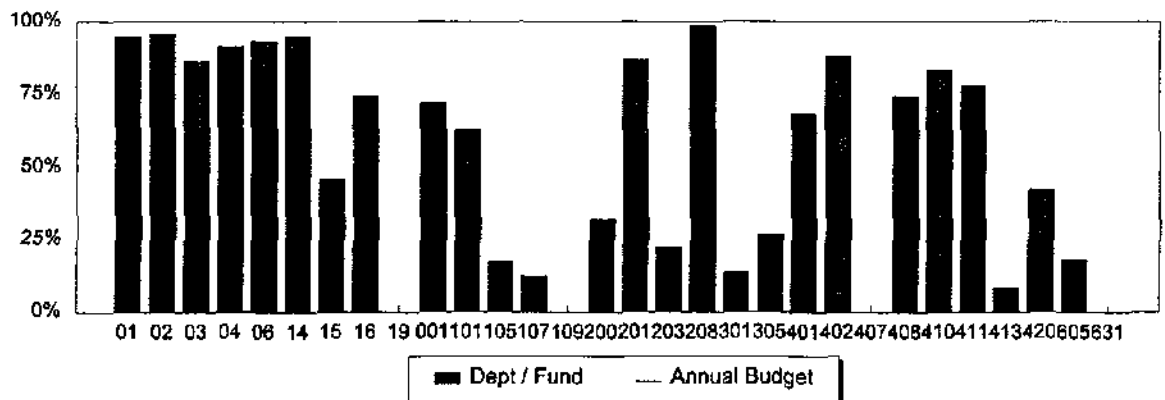
| FUND NO. | DESCRIPTION | ESTIMATED RESOURCES | ACTUAL Y-T-D RESOURCES | BALANCE OF ESTIMATE | PERCENTAGE (ACTUAL/EST.) |
|----------|----------------------------------|---------------------|------------------------|---------------------|--------------------------|
| 001 | GENERAL GOVERNMENT | \$2,950,359 | \$3,387,999 | (\$437,640) | 114.83% |
| 101 | STREET FUND | 2,879,086 | 1,827,915 | 1,051,171 | 63.49% |
| 105 | DRUG INVESTIGATION FUND | 15,000 | 13,785 | 1,215 | 91.90% |
| 107 | HOTEL-MOTEL FUND | 2,200 | 2,593 | (393) | 117.86% |
| 109 | PARK ACQUISITION FUND | 52,000 | 52,220 | (220) | 100.42% |
| 200 | '78 GO BONDS - FIRE | 17,900 | 18,209 | (309) | 101.73% |
| 201 | '75 GO BONDS - SEWER | 41,625 | 44,338 | (2,713) | 106.52% |
| 203 | '87 GO BONDS - SEWER CONSTR | 618,000 | 638,512 | (20,512) | 103.32% |
| 208 | 91 GO BONDS - SOUNDVIEW DRIVE | 99,500 | 103,108 | (3,608) | 103.63% |
| 301 | GENERAL GOVT CAPITAL ASSETS | 400,000 | 443,385 | (43,385) | 110.85% |
| 305 | GENERAL GOVT CAPITAL IMPROVEMENT | 207,000 | 240,339 | (33,339) | 116.11% |
| 401 | WATER OPERATING | 828,845 | 847,984 | (219,339) | 134.89% |
| 402 | SEWER OPERATING | 958,790 | 1,113,648 | (154,858) | 116.15% |
| 407 | UTILITY RESERVE | 445,000 | 445,946 | (946) | 100.21% |
| 408 | UTILITY BOND REDEMPTION FUND | 883,000 | 944,615 | (61,615) | 106.98% |
| 410 | SEWER CAPITAL CONSTRUCTION | 3,000,851 | 2,788,590 | 212,261 | 92.93% |
| 411 | STORM SEWER OPERATING | 169,395 | 200,120 | (30,725) | 118.14% |
| 413 | ADV REFUNDING BOND REDEMPTION | 306,147 | 290,516 | 15,631 | 94.89% |
| 420 | WATER CAPITAL ASSETS | 203,000 | 214,709 | (11,709) | 105.77% |
| 605 | LIGHTHOUSE MAINTENANCE TRUST | 3,950 | 4,055 | (105) | 102.66% |
| 631 | MUNICIPAL COURT | - | 76,047 | (76,047) | NA |
| | | \$13,881,448 | \$13,698,633 | \$182,815 | 98.68% |



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 1995**

| FUND NO. | DESCRIPTION | ESTIMATED EXPENDITURES | ACTUAL Y-T-D EXPENDITURES | BALANCE OF ESTIMATE | PERCENTAGE (ACTUAL/EST.) |
|----------|-------------------------------|------------------------|---------------------------|---------------------|--------------------------|
| 001 | GENERAL GOVERNMENT | | | | |
| 01 | NON-DEPARTMENTAL | \$509,581 | \$483,596 | \$25,985 | 94.90% |
| 02 | LEGISLATIVE | 16,500 | 15,816 | 684 | 95.86% |
| 03 | MUNICIPAL COURT | 200,366 | 173,728 | 26,638 | 86.71% |
| 04 | ADMINISTRATIVE/FINANCIAL | 297,360 | 271,645 | 25,715 | 91.35% |
| 06 | POLICE | 789,655 | 736,208 | 53,447 | 93.23% |
| 14 | COMMUNITY DEVELOPMENT | 244,320 | 232,727 | 11,593 | 95.25% |
| 15 | PARKS AND RECREATION | 370,078 | 170,624 | 199,454 | 46.10% |
| 16 | BUILDING | 52,650 | 39,294 | 13,356 | 74.63% |
| 19 | ENDING FUND BALANCE | 469,849 | - | 469,849 | - |
| 001 | TOTAL GENERAL FUND | 2,950,359 | 2,123,637 | 826,722 | 71.98% |
| 101 | STREET FUND | 2,879,086 | 1,809,420 | 1,069,666 | 62.85% |
| 105 | DRUG INVESTIGATION FUND | 15,000 | 2,601 | 12,399 | 17.34% |
| 107 | HOTEL-MOTEL FUND | 2,200 | 270 | 1,930 | 12.26% |
| 109 | PARK ACQUISITION FUND | 52,000 | - | 52,000 | - |
| 200 | '78 GO BONDS - FIRE | 17,900 | 5,719 | 12,181 | 31.95% |
| 201 | '75 GO BONDS - SEWER | 41,625 | 36,225 | 5,400 | 87.03% |
| 203 | '87 GO BONDS - SEWER CONSTR | 618,000 | 138,447 | 479,553 | 22.40% |
| 208 | 91 GO BONDS - SOUNDVIEW DRIVE | 99,500 | 98,058 | 1,442 | 98.55% |
| 301 | GENERAL GOVT CAPITAL ASSETS | 400,000 | 55,000 | 345,000 | 13.75% |
| 305 | GENERAL GOVT CAPITAL IMPROVEM | 207,000 | 55,000 | 152,000 | 26.57% |
| 401 | WATER OPERATING | 628,645 | 430,205 | 198,440 | 68.43% |
| 402 | SEWER OPERATING | 958,790 | 845,458 | 113,332 | 88.18% |
| 407 | UTILITY RESERVE | 445,000 | - | 445,000 | - |
| 408 | UTILITY BOND REDEMPTION FUND | 883,000 | 657,152 | 225,848 | 74.42% |
| 410 | SEWER CAPITAL CONSTRUCTION | 3,000,851 | 2,499,678 | 501,173 | 83.30% |
| 411 | STORM SEWER OPERATING | 169,395 | 131,914 | 37,481 | 77.87% |
| 413 | ADV REFUNDING BOND REDEMPTION | 306,147 | 25,437 | 280,710 | 8.31% |
| 420 | WATER CAPITAL ASSETS | 203,000 | 85,787 | 117,213 | 42.26% |
| 605 | LIGHTHOUSE MAINTENANCE TRUST | 3,950 | 725 | 3,225 | 18.34% |
| 631 | MUNICIPAL COURT | - | 76,047 | (76,047) | NA |
| | | \$13,881,448 | \$9,076,778 | \$4,804,670 | 65.39% |

City of Gig Harbor
Expenditures as a Percentage of Annual Budget



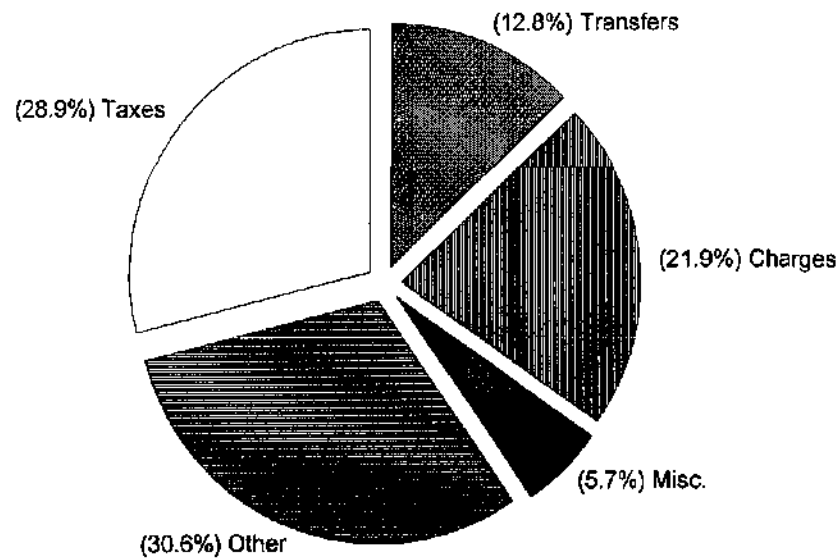
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 1995**

| <u>TYPE OF REVENUE</u> | <u>AMOUNT</u> |
|--------------------------------------|----------------------------|
| Taxes | \$2,502,584 |
| Licenses and Permits | 106,943 |
| Intergovernmental | 1,315,824 |
| Charges for Services | 1,898,137 |
| Fines and Forfeits | 97,751 |
| Miscellaneous | 493,355 |
| Non-Revenues | 1,126,620 |
| Transfers and Other Sources of Funds | 1,111,316 |
| Total Revenues | 8,652,530 |
| Beginning Cash Balance | 5,098,313 |
| Total Resources | <u>\$13,750,843</u> |

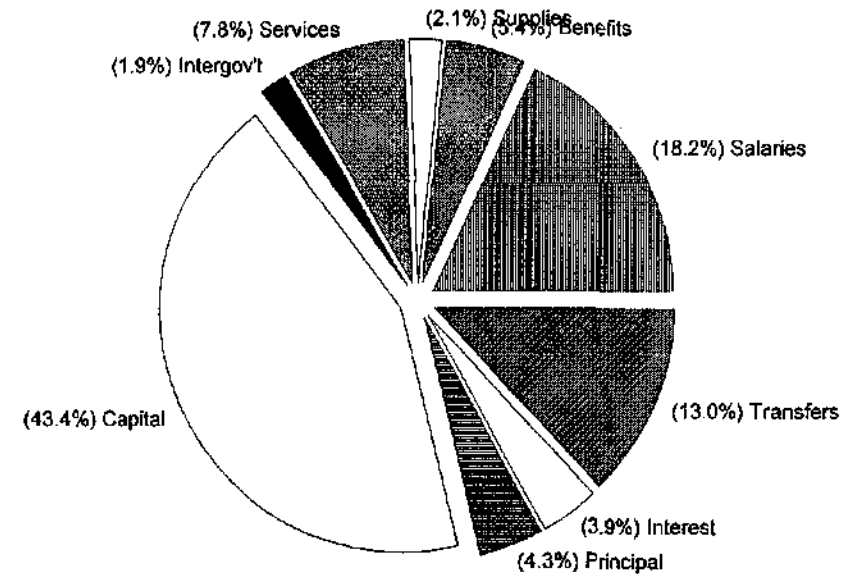
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 1995**

| <u>TYPE OF EXPENDITURE</u> | <u>AMOUNT</u> |
|--|----------------------------|
| Wages and Salaries | \$1,648,009 |
| Personnel Benefits | 492,364 |
| Supplies | 189,643 |
| Services and Other Charges | 709,914 |
| Intergovernmental Services and Charges | 172,239 |
| Capital Expenditures | 3,937,609 |
| Principal Portions of Debt Payments | 390,000 |
| Interest Expense | 355,709 |
| Transfers and Other Uses of Funds | 1,181,292 |
| Total Expenditures | 9,076,778 |
| Ending Cash Balance | 4,377,498 |
| Total Uses | <u>\$13,454,276</u> |

City of Gig Harbor
Revenues by Type - All Funds



City of Gig Harbor
Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF DECEMBER 31, 1995

| | GENERAL GOVERNMENT | SPECIAL REVENUE | DEBT SERVICE | TOTAL GOVERNMENT | PROPRIETARY | FIDUCIARY | ACCOUNT GROUPS | TOTAL |
|------------------------------------|-----------------------|--------------------|------------------|---------------------|---------------------|-----------|--------------------|---------------------|
| ASSETS | | | | | | | | |
| CASH | \$37,866 | \$19,158 | \$12,595 | \$69,619 | \$49,877 | - | \$0 | \$119,496 |
| INVESTMENTS | 1,238,217 | 628,120 | 512,934 | 2,379,271 | 1,878,731 | - | - | 4,258,002 |
| RECEIVABLES | 19,786 | 12,511 | 7,574 | 39,871 | 2,154,032 | - | - | 2,193,903 |
| FIXED ASSETS | - | - | - | - | 9,684,830 | - | 4,091,344 | 13,776,173 |
| OTHER | - | - | - | - | 36,984 | - | 1,988,247 | 2,025,231 |
| TOTAL ASSETS | \$1,295,870 | \$659,788 | \$533,103 | \$2,488,761 | \$13,804,455 | - | \$6,079,591 | \$22,372,806 |
| LIABILITIES | | | | | | | | |
| CURRENT | 40,182 | 39,122 | 5,000 | 84,303 | 377,562 | - | (0) | 461,865 |
| LONG TERM | 8,262 | 8,262 | 5,002 | 21,526 | 2,882,436 | - | 1,988,247 | 4,892,209 |
| TOTAL LIABILITIES | 48,444 | 47,384 | 10,002 | 105,829 | 3,259,998 | - | 1,988,247 | 5,354,074 |
| FUND BALANCE: | | | | | | | | |
| BEGINNING OF YEAR | 978,417 | 586,902 | 531,264 | 2,096,582 | 11,414,776 | - | 4,091,344 | 17,602,702 |
| Y-T-D REVENUES | 2,392,647 | 1,948,518 | 270,286 | 4,611,451 | 3,805,310 | 76,047 | - | 8,492,808 |
| Y-T-D EXPENDITURES | (2,123,637) | (1,923,015) | (278,449) | (4,325,102) | (4,675,630) | (76,047) | - | (9,076,778) |
| ENDING FUND BALANCE | 1,247,426 | 612,405 | 523,101 | 2,382,932 | 10,544,456 | - | 4,091,344 | 17,018,732 |
| TOTAL LIAB. & FUND BAL. | \$1,295,870 | \$659,788 | \$533,103 | \$2,488,761 | \$13,804,455 | - | \$6,079,591 | \$22,372,806 |

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1995

| | SPECIAL REVENUE FUNDS | | | | | | | | TOTAL SPECIAL REVENUE |
|------------------------------------|------------------------------|--------------------|------------------------------|-------------------------|----------------------------|---------------------------------------|------------------------------------|----------------------------------|-----------------------------|
| | 001 GENERAL GOVERNMENT | 101 STREET | 105 DRUG INVESTIGATION | 107 HOTEL - MOTEL | 109 PARK ACQUISITION | 301 GENERAL GOVT CAPITAL ASSETS | 305 GENERAL GOVT CAPITAL IMP | 605 LIGHTHOUSE MAINTENANCE | |
| CASH | \$37,866 | \$134 | \$331 | \$69 | \$1,546 | \$11,495 | \$5,486 | \$99 | \$19,158 |
| INVESTMENTS | 1,238,217 | 4,381 | 10,835 | 2,255 | 50,675 | 376,890 | 179,853 | 3,232 | 628,120 |
| RECEIVABLES | 19,786 | 12,511 | - | - | - | - | - | - | 12,511 |
| FIXED ASSETS | - | - | - | - | - | - | - | - | - |
| OTHER | - | - | - | - | - | - | - | - | - |
| TOTAL ASSETS | \$1,295,870 | \$17,026 | \$11,165 | \$2,323 | \$52,220 | \$388,385 | \$185,339 | \$3,330 | \$659,788 |
| LIABILITIES | | | | | | | | | |
| CURRENT | \$40,182 | \$39,122 | - | - | - | - | - | \$0 | \$39,122 |
| LONG TERM | 8,262 | 8,262 | - | - | - | - | - | - | 8,262 |
| TOTAL LIABILITIES | 48,444 | 47,384 | - | - | - | - | - | 0 | 47,384 |
| FUND BALANCE: | | | | | | | | | |
| BEGINNING OF YEAR | 978,417 | 37,876 | 7,643 | 1,281 | - | 364,000 | 172,265 | 3,835 | 586,902 |
| Y-T-D REVENUES | 2,392,647 | 1,741,185.43 | 6,123 | 1,312 | 52,220 | 79,385 | 68,073 | 220 | 1,948,518 |
| Y-T-D EXPENDITURES | (2,123,637) | (1,809,419.83) | (2,601) | (270) | - | (55,000) | (55,000) | (725) | (1,923,015) |
| ENDING FUND BALANCE | 1,247,426 | (30,358.11) | 11,165 | 2,323 | 52,220 | 388,385 | 185,339 | 3,330 | 612,405 |
| TOTAL LIAB. & FUND BAL. | \$1,295,870 | \$17,026 | \$11,165 | \$2,323 | \$52,220 | \$388,385 | \$185,339 | \$3,330 | \$659,788 |

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1995

DEBT SERVICE

| | 200 78 GO BOND FIRE | 201 75 GO BONDS SEWER | 203 87 GO BONDS SEWER CONST | 208 91 GO BONDS SOUNDVIEW DR | TOTAL DEBT SERVICE |
|------------------------------------|---------------------------|-----------------------------|-----------------------------------|------------------------------------|--------------------------|
| CASH | \$370 | \$240 | \$11,839 | \$146 | \$12,595 |
| INVESTMENTS | 12,121 | 7,873 | 488,142 | 4,798 | 512,934 |
| RECEIVABLES | 316 | - | 7,258 | - | 7,574 |
| FIXED ASSETS | - | - | - | - | - |
| OTHER | - | - | - | - | - |
| TOTAL ASSETS | \$12,807 | \$8,113 | \$507,239 | \$4,944 | \$533,103 |
| LIABILITIES | | | | | |
| CURRENT | - | \$5,000 | - | (\$0) | \$5,000 |
| LONG TERM | 209 | - | 4,793 | - | 5,002 |
| TOTAL LIABILITIES | 209 | 5,000 | 4,793 | (0) | 10,002 |
| FUND BALANCE: | | | | | |
| BEGINNING OF YEAR | 15,036 | 38,451 | 472,106 | 5,671 | 531,264 |
| Y-T-D REVENUES | 3,281 | 887 | 168,786 | 97,332 | 270,286 |
| Y-T-D EXPENDITURES | (5,719) | (36,225) | (138,447) | (98,058) | (278,449) |
| ENDING FUND BALANCE | 12,598 | 3,113 | 502,446 | 4,944 | 523,101 |
| TOTAL LIAB. & FUND BAL. | \$12,807 | \$8,113 | \$507,239 | \$4,944 | \$533,103 |

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1995

| | PROPRIETARY | | | | | | | | TOTAL PROPRIETARY |
|------------------------------------|---------------------------|---------------------------|---------------------------|--------------------------------------|-----------------------------|---------------------------------|--------------------------------------|-----------------------------|----------------------|
| | 401 WATER OPERATING | 402 SEWER OPERATING | 407 UTILITY RESERVE | 408 89 UTILITY BOND REDEMPTION | 410 SEWER CAP. CONST. | 411 STORM SEWER OPERATING | 413 ADV REFUNDING BOND REDEMPT | 420 WATER CAP. ASSETS | |
| CASH | \$12,212 | \$7,886 | \$5,800 | \$11,124 | \$6,722 | \$2,360 | \$0 | \$3,774 | \$49,877 |
| INVESTMENTS | 397,096 | 255,261 | 440,146 | 364,729 | 220,401 | 77,367 | 0 | 123,732 | 1,878,731 |
| RECEIVABLES | 73,462 | 116,689 | 1,333 | 1,825,888 | 124,925 | 11,736 | - | - | 2,154,032 |
| FIXED ASSETS | 1,870,210 | 6,706,361 | - | - | 472,503 | 635,755 | - | - | 9,684,830 |
| OTHER | - | - | - | 36,984 | - | - | - | - | 36,984 |
| TOTAL ASSETS | \$2,352,980 | \$7,086,196 | \$447,279 | \$2,238,725 | \$824,552 | \$727,218 | \$0 | \$127,505 | \$13,804,455 |
| LIABILITIES | | | | | | | | | |
| CURRENT | \$14,996 | \$25,995 | - | \$322,046 | \$3,588 | \$8,798 | \$2,096 | \$43 | \$377,562 |
| LONG TERM | 13,495 | 61,006 | - | 2,802,070 | - | 7,345 | (1,480) | - | 2,882,436 |
| TOTAL LIABILITIES | 28,491 | 87,001 | - | 3,124,116 | 3,588 | 16,143 | 616 | 43 | 3,259,998 |
| FUND BALANCE: | | | | | | | | | |
| BEGINNING OF YEAR | 2,120,188 | 7,042,618 | 426,094 | (467,091) | 1,807,002 | 655,779 | (252,155) | 82,341 | 11,414,776 |
| Y-T-D REVENUES | 634,506 | 802,037 | 21,184 | 238,852 | 1,513,638 | 187,209 | 276,976 | 130,908 | 3,805,310 |
| Y-T-D EXPENDITURES | (430,205) | (845,458) | - | (657,152) | (2,499,678) | (131,914) | (25,437) | (85,787) | (4,675,630) |
| ENDING FUND BALANCE | 2,324,489 | 6,999,196 | 447,279 | (885,391) | 820,963 | 711,074 | (616) | 127,462 | 10,544,456 |
| TOTAL LIAB. & FUND BAL. | \$2,352,980 | \$7,086,197 | \$447,279 | \$2,238,725 | \$824,551 | \$727,218 | - | \$127,505 | \$13,804,455 |

CITY OF GIG HARBOR STATEMENT OF FINANCIAL POSITION BY FUND TYPES OF
 STATEMENT OF FINANCIAL POSITION
 AS OF DECEMBER 31, 1995

| | FIDUCIARY | | ACCOUNT GROUPS | | TOTAL ACCOUNT GROUPS |
|------------------------------------|---------------------------|---------------------------|-------------------------------------|----------------------------------|----------------------------|
| | 631 MUNICIPAL COURT | 801 CLEARING CLAIMS | 820 GENERAL FIXED ASSET GROUP | 900 GENERAL L-T DEBT GROUP | |
| CASH | - | \$0 | - | - | \$0 |
| INVESTMENTS | - | - | - | - | - |
| RECEIVABLES | - | - | - | - | - |
| FIXED ASSETS | - | - | 4,091,344 | - | 4,091,344 |
| OTHER | - | - | - | 1,988,247 | 1,988,247 |
| TOTAL ASSETS | - | \$0 | \$4,091,344 | \$1,988,247 | \$6,079,591 |
| LIABILITIES | | | | | |
| CURRENT | - | (\$0) | - | - | (\$0) |
| LONG TERM | - | - | - | 1,988,247 | 1,988,247 |
| TOTAL LIABILITIES | - | (0) | - | 1,988,247 | 1,988,247 |
| FUND BALANCE: | | | | | |
| BEGINNING OF YEAR | - | - | 4,091,344 | - | 4,091,344 |
| Y-T-D REVENUES | 76,047 | - | - | - | - |
| Y-T-D EXPENDITURES | (76,047) | - | - | - | - |
| ENDING FUND BALANCE | - | - | 4,091,344 | - | 4,091,344 |
| TOTAL LIAB. & FUND BAL. | - | (\$0) | \$4,091,344 | \$1,988,247 | \$6,079,591 |

SELLER'S COMMENTS:

C-4 Possible annexation of property to City of Galva now in a preliminary position.

G-1 - Sewer now serves neighboring property. Buyer should contact City of Galva for full information as to cost, if any to extend the line.

E - WATER. There is an existing waterline from city water, going from South to North across property, as described in E-2. This may have to be moved, depending on buyers use of property. Said move is at ~~buyers~~ no expense to seller.

By signing below, Seller acknowledges receipt of a copy of this completed form and represents that: (1) each question has been considered carefully and answered to the best of Seller's knowledge; (2) Seller has not relied on the real estate agent(s) for responses to any of the questions; (3) if any real estate agent should be involved in any dispute because of Seller's responses, Seller agrees to release, indemnify and hold the agent(s) and the multiple listing service harmless from any liability, including reasonable attorney fees and costs; and, (4) Seller hereby authorizes the listing agent to make copies of this form available to any prospective buyer.

SELLER Ethelene J. Miller / SELLER William V. Miller
DATE 2/26/95 DATE 2-26-95

BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that: (1) Buyer has received a copy of this Property Condition Report, including any attachments; (2) Buyer has not received or relied on any statements made by Seller's real estate agents which are not included in this form and waives any claim against the agent(s) and the multiple listing service in the event any information is incorrect; (3) the information given in this form is not intended to replace warranties or guarantees; (4) this form is not intended as a substitute for any inspection which Buyer wishes to obtain, and buyer is advised to obtain inspections for all questions and concerns; and, (5) Buyer has a duty to exercise reasonable care and to pay reasonable attention to those material defects which are known or can be known to Buyer by utilizing diligent attention and observation. Buyer understands that Buyer has a duty to exercise reasonable care and ask questions about the property.

BUYER [Signature] / BUYER [Signature]
DATE 2/27/95 DATE 3/7/95

ESTIMATED CLOSING STATEMENT
BUYER

CITY OF GIG HARBOR
3105 JUDSON ST.
GIG HARBOR, WA 98335

Estimated Closing Date:
January 8, 1996
Escrow No. 95-4308
Page 1

Property:
PN 022232-3033, GIG HARBOR, WA 98329

| | DEBITS | CREDITS |
|---|-----------|-----------|
| CONSIDERATION: | | |
| Total Consideration | 75,000.00 | |
| DEPOSIT(S): | | |
| Deposit | | |
| By: CITY OF GIG HARBOR | | 3,750.00 |
| PRORATIONS: | | |
| County Taxes (Based on 1995 \$) at \$268 per year ESTIMATED From 01/01/96 to COE | | 5.14 |
| TITLE CHARGES: | | |
| Record Statutory Warranty Deed | 8.00 | |
| ESCROW CHARGES: | | |
| Escrow Fee | 250.00 | |
| Sales Tax on Escrow Fee | 19.75 | |
| Balance Due Escrow | | 71,522.61 |
| Totals | 75,277.75 | 75,277.75 |

NOTICE: This estimated closing statement is subject to changes, corrections or additions at the time of final computation of closing escrow statement.

CITY OF GIG HARBOR

BELL ESCROW, INC.
5775 Soundview Drive N.W., Suite 102-A
Gig Harbor, WA 98335
(206) 851-1717
(206) 851-1709 (FAX)

Buyers Name: CITY OF GIG HARBOR

Escrow No: 95-4308

**SUPPLEMENT TO
CLOSING AGREEMENT AND ESCROW INSTRUCTIONS
For Purchase and Sale Transaction
Including Instructions to Record Documents and Disburse Funds**

This is a part of the Closing Agreement and Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly modified, changed or amended by this supplement, all terms and conditions of the Closing Agreement and Escrow Instructions, and any previous supplements, additions or amendments thereto, shall remain in effect.

THE SELLER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:

- Statutory Warranty Deed
- Purchaser's Assignment of Contract and Deed
- Real Estate Contract
- Bill of Sale (for personal property)
- Real Estate Excise Tax Return
-
-
-

THE BUYER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:

- Promissory Note
- Deed of Trust
- Mortgage
- Real Estate Contract
- Security Agreement (for personal property)
- Financing Statement (for personal property)
-
-

BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:

Conditions of Parties' Agreement Satisfied. All terms and conditions of the parties' agreement have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.

Title Report Approved. The Preliminary Commitment for Title Insurance, including the legal description of the property and all attachments, supplements and endorsements to that report, issued by Commonwealth Title Company under order number 453412-3, are approved by me and made a part of these instructions by this reference.

Settlement Statement Approved The settlement statement prepared by the closing agent is approved by me, made a part of these instructions by this reference, and I agree to pay all costs, expenses and other obligations itemized on that statement. I understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:

Property Approved. I have had adequate opportunity to inspect the property and to determine the exact location of its boundaries. The location and physical condition of the property and any building, improvement, plumbing, heating, cooling, electrical or septic systems on the property are approved. I understand that all inspections and approvals of the location and physical condition of the property are my sole responsibility, and are not part of the closing agent's duties and responsibilities. I hereby release and agree to hold the closing agent harmless from any and all claims of liability for loss or damages arising or resulting from any physical condition or defect on the property, or from the location of its boundaries.

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments of other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

THE CLOSING AGENT IS INSTRUCTED TO PROCEED AS FOLLOWS:

Instruction to Close. The closing agent is instructed to perform it's customary closing duties under these instructions, to deliver and record documents according to these instructions, and to disburse the funds according to the settlement statement, adjusting estimated amounts, when the closing agent has the documents required to close the transaction in its possession and has, or will obtain when the documents have been delivered and recorded:

1. Sale proceeds for the seller's account in the sum of \$ 75,000.00, to be disbursed according to the settlement statement, and
2. Loan proceeds for the buyer's account in the sum of \$ N/A, to be disbursed according to the settlement statement, and
3. A policy of title insurance issued pursuant to the Preliminary Commitment for Title Insurance referred to above, insuring the buyer with (X) owner's or () purchaser's (X) standard or () extended coverage with liability of \$ 75,000.00, having the usual clauses, provisions and stipulations customarily contained in the printed provisions and schedules of such policy forms, insuring the buyer's title to the property against all defects or encumbrances except those set forth in the printed exceptions and exclusions customarily contained in the printed provisions and schedules of such policy forms, matters attaching by, through or under the buyer, taxes not yet due and the matters set forth in the following numbered paragraphs of Schedule B of the Preliminary Commitment for Title Insurance: 3, 4 AND 5, and
4. Such other policies of title insurance as may be required by any lenders that are providing financing to the transaction.

Completion or Correction of Documents. The closing agent is instructed to correct any errors found in any document deposited under these instructions, and to insert as necessary the closing date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Pro-rations. The closing agent is instructed to adjust and pro-rate as of (X) closing date or () , real estate taxes for the current year, recurrent assessments, and .

Proceeds Check:

- () Seller will pick up proceeds check.
- () Mail proceeds check to seller at P. O. BOX 221, GIG HARBOR, WA 98335.
- ()

ADDITIONAL INSTRUCTIONS:

PARTIES HERETO ACKNOWLEDGE THAT THE STATUTORY WARRANTY DEED HAS BEEN PREPARED BY KATHY L. BELL, LPO #559 AND IS RESERVING AN EASEMENT FOR THE BENEFIT OF THE PROPERTY TO THE NORTH PURSUANT TO THE INSTRUCTIONS FROM THE PARTIES HERETO.

BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek independent legal counsel if I have any doubt concerning the transaction or these instructions.

I have had adequate time and opportunity to read and understand these instructions and all other documents referred to in these instructions

| BUYER | SELLER |
|--------------------------|--------------------------|
| CITY OF GIG HARBOR | WILLIAM V. MILLER |
| Date | Date |
| | CATHERINE J. MILLER |
| Date | Date |
| | |
| Date | Date |
| | |
| Date | Date |
| Social Security #: _____ | Social Security #: _____ |
| Social Security #: _____ | Social Security #: _____ |

FILED FOR RECORD AT REQUEST OF

BELL ESCROW, INC.
5775 Soundview Drive N.W.,
Gig Harbor, WA 98335
Order No. 453412-3

WHEN RECORDED RETURN TO

CITY OF GIG HARBOR
3105 JUDSON ST.
GIG HARBOR, WA 98335

Escrow No. 95-4308

STATUTORY WARRANTY DEED

THE GRANTOR WILLIAM V. MILLER AND CATHERINE J. MILLER, HUSBAND AND WIFE

for and in consideration of Ten Dollars and other valuable consideration

in hand paid, conveys and warrants to CITY OF GIG HARBOR, A WASHINGTON MUNICIPAL CORPORATION

the following described real estate, situated in the County of Pierce, State of Washington:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 130 FEET ALONG THE CENTER LINE OF SAID SECTION 32, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 400 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 100 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TRACT; THENCE EAST 240 FEET ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SECTION SECTION 32, THENCE SOUTH 230 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TRACT TO THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST 160 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT 107TH AVENUE N.W.

EXCEPT 96TH STREET N.W.

RESERVING UNTO THE GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, A 10 FOOT UTILITY EASEMENT OVER, UNDER AND ACROSS THE WEST 10 FEET OF THE EAST 145 FEET OF THE HEREBIN DESCRIBED PROPERTY (PRIOR TO EXCEPTIONS). GRANTEE'S INITIALS: _____

SUBJECT TO: RIGHT OF WAY GRANTED TO PIERCE COUNTY, WASHINGTON FOR WEST PASSAGE ROAD BY INSTRUMENT RECORDED UNDER AFN 1432791; RIGHT OF PIERCE COUNTY TO CONSTRUCT AND MAINTAIN NECESSARY CUT AND FILL SLOPES, CULVERTS, SPECIAL DITCHES AND APPURTENANCES AS SET FORTH IN DEEDS RECORDED UNDER AFNs 1432791 AND 2524674.

DATED: January 2, 1996

WILLIAM V. MILLER

CATHERINE J. MILLER

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that WILLIAM V. MILLER CATHERINE J. MILLER is/are the person(s) who appeared before me, and said person(s) acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January , 1996

Notary Public

My appointment expires: _____

PLEASE TYPE OR PRINT
PLEASE SEE REVERSE

REAL ESTATE EXCISE TAX AFFIDAVIT

This form is your receipt when stamped
by cashier.

Form No. 84 0001A

CHAPTER 82.45 RCW - CHAPTER 458-61 WAC
For Use at County Treasurer's Office

(Use Form No. 84-0001B for Reporting Transfers of Controlling Interest of Entity Ownership to the Department of Revenue)
THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS 1-7 ARE FULLY COMPLETED

| | | | |
|---|--|------------------------|--|
| 1 SELLER GRANTOR | Name <u>WILLIAM V. MILLER CATHERINE J. MILLER</u> | 2 BUYER GRANTEE | Name <u>CITY OF GIG HARBOR</u> |
| | Street <u>G. BOX 221</u> | | Street <u>3105 JUDSON ST.</u> |
| | City <u>GIG HARBOR, WA 98335</u> State _____ Zip _____ | | City <u>GIG HARBOR, WA 98335</u> State _____ Zip _____ |
| 3 ADDRESS TO SEND ALL PROPERTY TAX RELATED CORRESPONDENCE | | ALL TAX PARCEL NUMBERS | |
| Name <u>CITY OF GIG HARBOR</u> | | <u>02-22-32-3-033</u> | |
| Street <u>3105 JUDSON ST.</u> | | | |
| City/State <u>GIG HARBOR, WA 98335</u> Zip _____ | | | |
| 4 LEGAL DESCRIPTION OF PROPERTY SITUATED IN <input type="checkbox"/> UNINCORPORATED _____ COUNTY <input type="checkbox"/> OR IN CITY OF _____ <u>Pierce</u> | | | |
| Street Address (if property is improved): _____ | | | |

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS ATTACHED HERETO, MADE
A PART HEREOF AND BY THIS REFERENCE INCORPORATED HEREIN.

| | | | |
|---|--------------------------|-------------------------------------|---|
| 5 Is this property currently: | YES | NO | 6 Description of tangible personal property if included in sale (furniture, appliances, etc.) If exemption claimed, list WAC number and explanation. WAC No. (Sec/Sub) _____ Explanation _____ Type of Document <u>Statutory Warranty Deed</u> Date of Document <u>January 2, 1996</u> Gross Sale Price \$ <u>75,000.00</u> Personal Property (deduct) \$ _____ Taxable Sale Price \$ <u>75,000.00</u> Excise Tax State \$ <u>960.00</u> Local \$ _____ Delinquent Interest: State \$ _____ Local \$ _____ Delinquent Penalty: State \$ _____ Total Due \$ <u>1,147.50</u> |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Property Type: <input checked="" type="checkbox"/> land only <input type="checkbox"/> land with new building <input type="checkbox"/> land with previously used building <input type="checkbox"/> land with mobile home <input type="checkbox"/> timber only <input type="checkbox"/> building only | | | |
| Principal Use: <input type="checkbox"/> Apt. (4 + unit) <input checked="" type="checkbox"/> residential <input type="checkbox"/> timber <input type="checkbox"/> agricultural <input type="checkbox"/> commercial/industrial <input type="checkbox"/> other _____ | | | |

8 (1) NOTICE OF CONTINUANCE (RCW 84.33 or RCW 84.34)
If the new owner(s) of land that is classified or designated as current use or forest land wish to continue the classification or designation of such land, the new owner(s) must sign below. If the new owner(s) do not desire to continue such classification or designation, all compensating or additional tax calculated pursuant to RCW 84.33.120 and 140 or RCW 84.34.108 shall be due and payable by the seller or transferor at the time of sale. The county assessor must determine if the land transferred qualifies to continue classification or designation and must so indicate below. Signatures do not necessarily mean the land will remain in classification or designation. If it no longer qualifies, it will be removed and the compensating taxes will be applied. All new owners must sign.

This land does does not qualify for continuance.

Date _____
DEPUTY ASSESSOR

(2) NOTICE OF COMPLIANCE (Chapter 84.26 RCW)
If the new owner(s) of property with special valuation as historic property wish to continue this special valuation the new owner(s) must sign below. If the new owner(s) do not desire to continue such special valuation, all additional tax calculated pursuant to Chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

7 AFFIDAVIT
I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signature of Grantor/Agent _____
Name (print) WILLIAM V. MILLER
Date & Place of Signing 1/95 GIG HARBOR

Signature of Grantee/Agent _____
Name (print) CITY OF GIG HARBOR
Date & Place of Signing 1/95 GIG HARBOR

PERJURY: Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000) or by both imprisonment and fine (RCW 9A.20.020 (1C)).

FOR TREASURER'S USE ONLY

DON GOLDEN CO., INC.

TACOMA 474-0148

4704 SOUTH WASHINGTON STREET
TACOMA, WASHINGTON 98409

PETROLEUM AND INDUSTRIAL EQUIPMENT

RECEIVED

NOV 6 1995

CITY OF GIG HARBOR

October 1, 1995


Attention: Mark Hoppen

JOB LOCATION:

Property located adjacent to Gig Harbor City Park and Masonic Temple

Site checked property for petroleum related equipment, underground tanks and piping related to fuel pumps.

The site is clean, there is no visible sign of contamination, underground tanks or piping.



DON GOLDEN COMPANY INC.

Don Golden-WA SITE ASSESSMENT
Certified ASI ID 32-US-32001026

SCHEDULE A

Commitment No.
453412-3

Effective Date:
NOVEMBER 20, 1995 AT 8:30 A.M.

1. Policy or policies to be issued:

American Land Title Association
ALTA Owner's Policy (10-17-92)
Coverage : STANDARD
Amount : \$75,000.00
Premium : \$475.00
Tax : \$37.53

PROPOSED INSURED:

CITY OF GIG HARBOR

2. The estate or interest in the land described or referred to in this commitment and covered herein is a FEE SIMPLE ESTATE.
3. Title to said estate or interest in said land is at the effective date hereof vested in:

WILLIAM V. MILLER and CATHERINE J. MILLER, husband and wife
4. The land referred to in this commitment is located in the County of Pierce, State of Washington, and described as follows:

FOR DESCRIPTION, SEE EXHIBIT A ATTACHED AND BY REFERENCE MADE A PART HEREOF.

EXHIBIT A

Beginning at the Southeast corner of the Southwest quarter of SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington; thence North 330 feet along the center line of said Section 32, more or less, to the North line of the South half of the South half of the Southeast quarter of the Southwest quarter of said Section; thence West 400 feet on a line parallel with the South line of said Section 32; thence South 100 feet on a line parallel to the East boundary of said tract; thence East 240 feet on a line parallel to the South boundary of said Section 32; thence South 230 feet on a line parallel to the East boundary of said tract to the South line of the South half of the South half of the Southeast quarter of the Southwest quarter of said Section; thence East 160 feet to the true point of beginning.

EXCEPT 107th Avenue N.W., and

EXCEPT 96th Street N.W.

END OF EXHIBIT A

SCHEDULE B

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.

EXCEPTIONS:

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

SPECIAL EXCEPTIONS:

1. 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 for value of record the estate or interest or mortgage thereon covered by this commitment unless the same are disposed of to the satisfaction of the Company.
2. LIEN OF REAL ESTATE EXCISE TAX upon any sale of said premises if unpaid.
Rate: .0128 State plus .0025 Local
3. Right of way granted to Pierce County, Washington for West Passage Road by instrument recorded November 22, 1946 under Auditor's Fee No. 1432791, together with waiver of all claims for damages of whatever kind which may be occasioned by the examining, surveying, laying out and establishing of said road.
4. Right of Pierce County to construct and maintain necessary cut and fill slopes, culverts, special ditches and appurtenances where the same may extend beyond the limits of the land conveyed for road by deed recorded under Auditor's No. 1432791.
5. Right of Pierce County to construct and maintain necessary cut and fill slopes, culverts, special ditches and appurtenances where the same may extend beyond the limits of the land conveyed for road by deed recorded under Auditor's No. 2524674.
6. Matters shown on Survey recorded under Auditor's No. 8611070505, as follows:
Fences are not located on property lines.

THE FOLLOWING MATTER(S) of record against persons with names similar to the party shown below, the effect of which depend(s) upon the identity of said persons with the party.

Party: William V. Miller and Catherine J. Miller

7. SUPERIOR COURT JUDGMENT.

In favor of: Margaret Perkins
Against: Valarie Daggett; and William Miller
Amount: \$731.00, \$350.00 attorney fees and \$108.00 costs
Plus costs and interest, if any.
Entered On: November 21, 1988
Judgment No.: 88-9-06493-9
Pierce County Superior Court Cause No.: 88-2-08707-1
Attorney: Tom Jacobs

8. TAX WARRANT JUDGMENT in favor of the State of Washington.

Department of: Employment Security
Tax Warrant No.: 587WM2899
Against: William Miller and Jane Doe Miller, husband and wife
Amount: \$2,572.70
Plus costs and interest, if any.
Entered on: November 14, 1991
Judgment No.: 91-9-92345-1

9. SUPERIOR COURT JUDGMENT.

In favor of: Overlook Rim Ltd. Partnership, DBA Overlook Rim Apts.
Against: William Miller
Amount: \$1,280.00 plus interest, \$250.00 attorney fees and \$143.00 costs
Plus costs and interest, if any.
Entered On: March 28, 1990
Judgment No.: 90-9-01799-1
Pierce County Superior Court Cause No.: 90-2-02746-1
Attorney: Donald E. Allen

ut!
eliminated
Person with a similar name

10. SUPERIOR COURT JUDGMENT.

In favor of: Puget Sound Power & Light Company
Against: Irene R. Miller; and Billy Miller
Amount: \$2,223.45, \$258.04 pre judgment interest, \$186.00 costs and \$650.00 attorney fees
Plus costs and interest, if any.
Entered On: August 24, 1993
Judgment No.: 93-9-07295-4
Pierce County Superior Court Cause No.: 93-2-08452-3
Attorney: William George Suttell
Said judgment also recorded under Auditor's No. 9308300508.

11. In addition to the Special Exceptions shown above, the owner's/purchaser's policy applied for will contain as exceptions in Schedule B thereof, those particular exceptions which are printed on the back page hereof and designated paragraph(s):
A to I, inclusive

NOTE:

General Taxes are paid in full for the year: 1995
In the amount of: \$268.00

Being County Tax Parcel No.: 02-22-32-3-033 (Unincorporated Pierce County)

NOTE: Said Billed Amount includes Surface Water Management (SWM) charge in the original amount of \$10.00.

Taxable value shown on tax rolls:

| Year | Land | Improvements |
|------|-------------|--------------|
| 1996 | \$20,800.00 | \$-0- |

END OF SPECIAL EXCEPTIONS

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.

(SEE NEXT PAGE FOR GENERAL EXCEPTIONS)

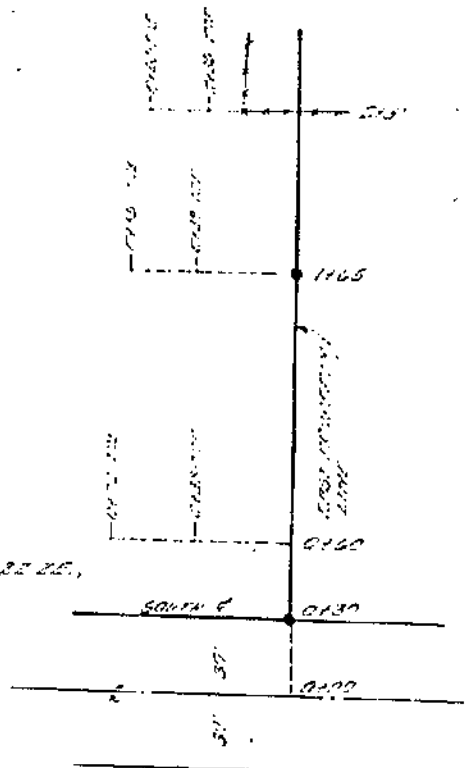
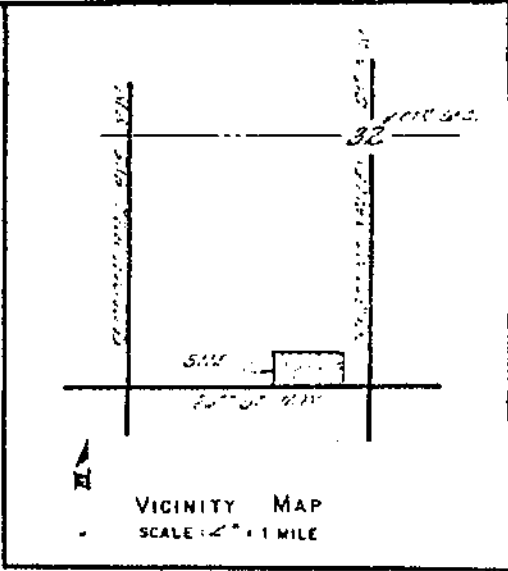
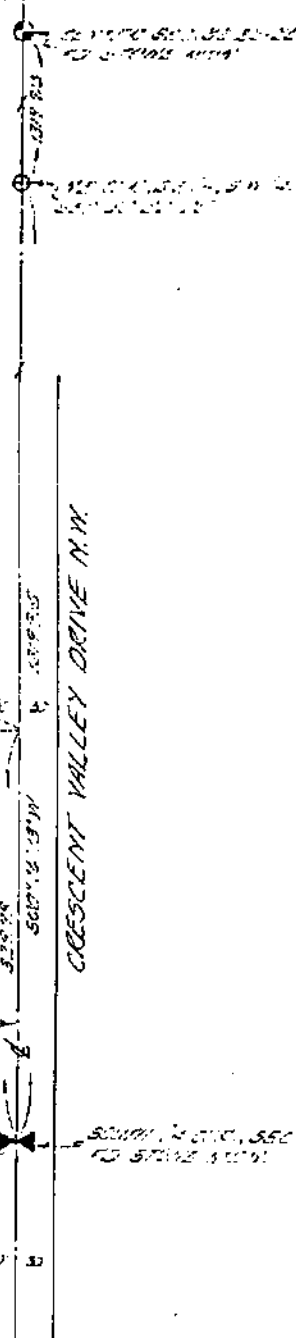
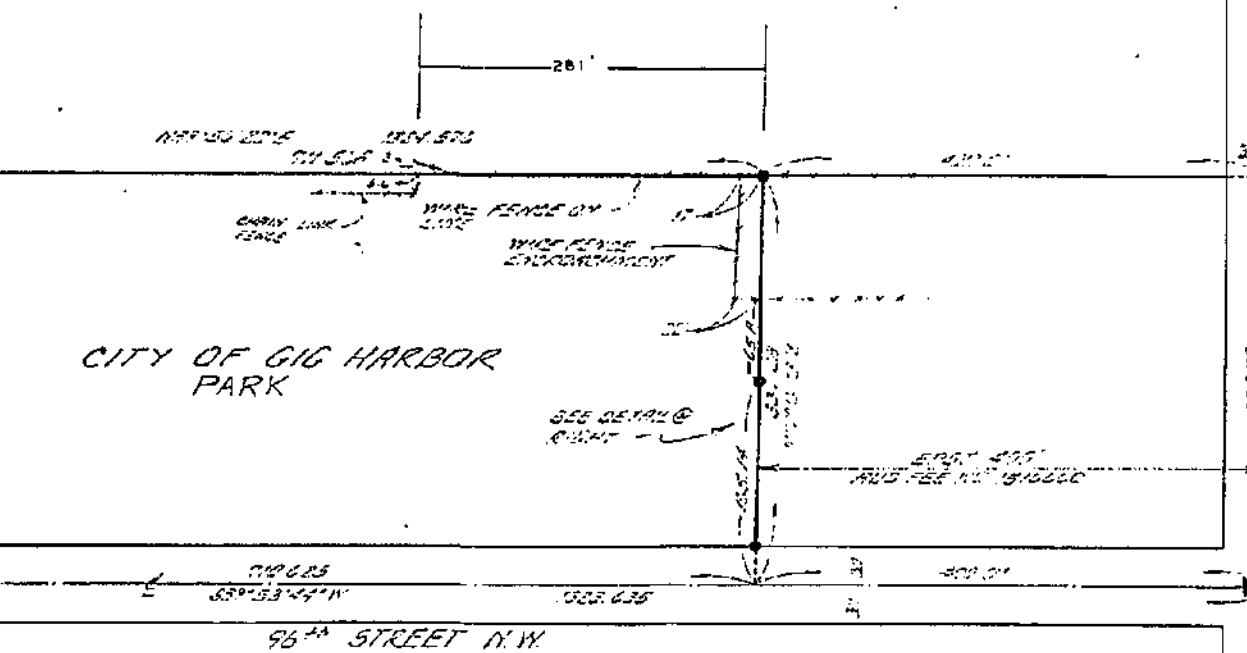
GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed 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 yet payable or 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, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.

**END OF SCHEDULE B
CONDITIONS AND STIPULATIONS AS HERETO ATTACHED**

DF/ta 112995
COPIES SENT: Shorewood Realty

CITY OF GIG HARBOR
PARK



Survey No.
8611070505

SCALE FROM 1" = 40'

378

377

379

COURTESY SKETCH

32

The Company has not surveyed the quarters shown on this sketch. This sketch is furnished without guarantee for the purpose of assisting localities in their planning and the Company assumes no liability for the validity, location, or ownership of any lot shown or other matter shown thereon, nor for any inaccuracies therein, including the accuracy of the measurements shown.

453412

370

369

3B SHORT PLAT #8710080349 L-2

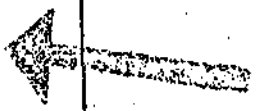
L-1

B 127 S. PLAT #8902100347 L-1 L-2

316

318

321



ANNEX TO GIG HARBOR ORD #295 TOWN PARK

322

323

320

319

318

315

314

315

(VERNHARDSON-ST.)

96th ST - N.W.

CRESCENT VALLEY DRIVE N.W.

(CRESCENT VALLEY RD.)

SC 32 T 22 N 2 E

SW 32 T 22 N R 2 E

ROAD 3 SCHOOL 401 P.D. 5

SCALE 1" = 40'

31 222

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; or
 - (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; 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any 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 thereof, 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 any 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 and 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 mortgagee 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 mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee 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 judgment or lien creditor.

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



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

TO: COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: OFFICIAL NEWSPAPER BID
DATE: JANUARY 18, 1996

INTRODUCTION

In accordance with Gig Harbor City Ordinance Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

The attached bid from the Peninsula Gateway was the only bid received. The bid proposal complies with the published call for bids, and the prices and service received from the Gateway have been reasonable.

RECOMMENDATION

I recommend the award of the official newspaper service to the Peninsula Gateway.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualification as a legal newspaper as provided under RCW 65.15.020 and general circulation in the City of Gig Harbor, 2) type size and column size, 4) circulation distribution, includes subscriptions and newsstand sales per distribution, and 5) advertising representative.

Sealed bids must be received at City Hall by 4:30 p.m., Friday, January 12, 1996, 3105 Judson Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid-Official Newspaper." The City Council shall award the "official newspaper" services to the lowest responsible bidder in accordance with RCW 35.23.352, and further reserves the right to reject all bids received.

Mark E. Hoppen
City Administrator

The Newspaper Serving
Greater Gig Harbor and
The Peninsula Region

THE PENINSULA Gateway

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

Gig Harbor & Tacoma • (206) 851-9921

Kitsap • 895-2410

FAX • (206) 851-3939

Mark E. Hoppen
City Administrator
P.O. Box 145
Gig Harbor, Wa 98335

Jan 3rd, 1996

Dear Mr Hoppen,

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

The current rate is .45 cents per line per agate inch. There are 14 agate lines per inch which computes to a rate of \$6.30 per column inch.

Rate 45¢ per line per agate inch

Type size: 8 point

Column width: 2 inches

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

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

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

Sincerely,


Tom C. Taylor
Publisher



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: EMERGENCY ORDINANCE ESTABLISHING POLICE CHIEF
POSITION AND CLARIFYING POLICE RESERVE POLICY**
DATE: JANUARY 18, 1995

INFORMATION/BACKGROUND

Consistent with 35A.12.090, "Appointment and removal of officers - terms," attached is an ordinance prescribing the Police Chief position. In this ordinance is a provision which requires the Police Chief to take an oath for the position. Subsequent to the approval of this emergency ordinance, the Police Chief will take this oath. This ordinance is a house-keeping matter, and according to Legal Counsel, affects neither operation or hiring practices as they currently exist.

RECOMMENDATION

Recommend approval of this emergency ordinance at this reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE POLICE DEPARTMENT, CREATING THE POLICE DEPARTMENT, WHICH SPECIFICALLY INCLUDES THE RESERVE POLICE OFFICERS UNIT, DESCRIBING THE QUALIFICATIONS, POWERS AND DUTIES OF THE POLICE CHIEF, ELIMINATING THE OUTDATED CODE REQUIREMENTS FOR ELIGIBILITY, DUTIES, POWERS, COMPENSATION AND LIABILITY OF RESERVE POLICE OFFICERS, ADDING A NEW CHAPTER 2.47; REPEALING CHAPTER 2.48 OF THE GIG HARBOR MUNICIPAL CODE, AND IMPLEMENTING THE PROCEDURE IN GHMC 1.08.020(B) FOR ADOPTION OF ORDINANCES ON THE DAY SUCH ORDINANCE IS INTRODUCED.

WHEREAS, RCW 35A.12.020 requires that the authority, duties and qualifications of all appointive officers, such as the chief law enforcement officer of the City, be prescribed by ordinance; and

WHEREAS, RCW 35A.12.080 requires that before entering upon the performance of his duties, the chief law enforcement officer may be required to take an oath, as prescribed by ordinance, and that the oath be filed with the County auditor; and

WHEREAS, RCW 35A.12.080 also requires that the City's chief law enforcement officer be required to furnish an official bond conditioned upon the honest and faithful performance of his/her duties, and that such bond be furnished on an annual basis, pursuant to City policy; and

WHEREAS, the Gig Harbor Municipal Code needs to be updated to reflect these requirements as well as the creation of the Police Department; and

WHEREAS, chapter 2.48 of the Gig Harbor Municipal Code also needs to be repealed to remove outdated references to the duties, eligibility, powers, compensation and liability of the Reserve Police Unit; and

WHEREAS, because this ordinance sets forth the oath of office for the police chief, it should be adopted as soon as possible, so that the City's new police chief can be sworn in; and

WHEREAS, GHMC Section 1.08.020(B) allows the City Council to take action on a proposed ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the City Council; and

WHEREAS, at its regular City Council meeting of January 22, 1996, the Gig Harbor City Council considered this ordinance and a majority plus one of the City Council members have voted in favor of its adoption under the procedure in GHMC Section 1.08.020(B);
Now, Therefore,

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

Section 1. A new chapter 2.47 is hereby added to the Gig Harbor Municipal Code, to read as follows:

**Chapter 2.47
POLICE DEPARTMENT**

Sections:

| | |
|----------|--|
| 2.47.010 | Police Department Established -- Supervision |
| 2.47.020 | Chief of Police -- Appointment |
| 2.47.030 | Chief of Police -- Oath |
| 2.47.040 | Chief of Police -- Bond |
| 2.47.050 | Chief of Police -- Duties |
| 2.47.060 | Police Department -- Powers |

2.47.010 Police Department Established -- Supervision. There is established and created a department of police to be operated under the direction and control of the City's chief law enforcement officer, the Chief of Police. This department shall include the reserve police officers unit. The Chief of Police shall be subject to appointment and removal as described in RCW 35A.12.090, and any relevant provisions of the City's personnel manual and the City's contract with the Chief of Police.

2.47.020 Chief of Police -- Appointment. The Chief of Police shall be appointed by the Mayor on the basis of his/her qualifications, experience and the eligibility requirements of RCW 35.21.333 and RCW 35.21.335, as the same now exists or may hereafter be amended. Before making any appointment for a Chief of Police, a background investigation shall be performed, as required by RCW 35.21.334.

2.47.030 Chief of Police -- Oath. A person seeking appointment to the office of Chief of Police shall provide a sworn statement to the City, which shall be under penalty of perjury, stating that he/she meets the requirements of RCW 35.21.333, as the same now exists or may hereafter be amended. Before entering upon the performance of his/her duties, the Chief of Police shall be required to take the following oath:

I, _____, solemnly swear that I will bear true faith and allegiance to the United States of America, the State of Washington, Pierce County and the City of Gig Harbor, and that I will serve them honestly and faithfully, and that I will obey the orders of the officers appointed over me according to the law and the rules and regulations of the Police Department, and that I will uphold the Constitution of the United States, the State of Washington, the laws of the State of Washington, Pierce County and the City of Gig Harbor.

The oath shall be filed with the county auditor.

2.47.040 Chief of Police -- Bond. The Chief of Police shall annually provide an official bond conditioned on the honest and faithful performance of his/her official duties. The terms and penalty of official bonds and the surety therefor shall be as

prescribed by the City by ordinance and the bond shall be approved by the City Administrator. The premiums on such bond shall be paid by the City. Compliance with this provision is an essential part of qualification for office as the Chief of Police.

2.47.050 Chief of Police -- Duties. The Chief of Police is the commanding officer to the Police Department. The powers and duties of the Chief of Police are those granted under the laws of the state and the ordinances of the City.

2.47.060 Police Department -- Powers -- The Chief of Police and all commissioned police personnel, including reserve police officers, shall have the powers granted, with the duties imposed, by the laws of the State of Washington relating to the Chief of Police and law enforcement personnel of Optional Municipal Code cities. In addition, the Chief and all other commissioned police personnel of the police department shall have the power and the duty to enforce the ordinances of the City, and to perform such other services as the ordinances of the City may now or hereafter require. Pursuant to RCW 35A.21.161, the Chief and all other commissioned police personnel of the police department shall also observe and enforce the provisions of state laws relating to the conduct, location and limitations on activities regulated by state law and shall supply police information to the section on identification of the state patrol as required by chapter 43.43 RCW.

Section 2. Chapter 2.48 of the Gig Harbor Municipal Code is hereby repealed.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 1/18/96
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____



RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 1025 E. Union, P.O. Box 43075
Olympia, WA 98504-3075
(360) 664-0012

TO: CITY OF GIG HARBOR

DATE: 1/09/96

RE: NEW APPLICATION

License: 358890 - 2A County: 27
Tradename: GIG PUB AND GRILL
Loc Addr: 3226 HARBORVIEW DR
GIG HARBOR WA 98332

APPLICANTS:

CUZZETTO, MICHAEL
09-23-44 537-40-6987

Mail Addr: 3226 HARBORVIEW DR
GIG HARBOR WA 98332-2125

Phone No.: 206-209-0999 MICHAEL CUZZETTO

Classes Applied For:

- A Restaurant or dining place - Beer on premises
- C Wine on premises
- E Beer by bottle or package - off premises
- F Wine by bottle or package - off premises

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 3/31/96

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | CLASSES |
|----------------------------------|---|----------------|---------|
| 1 GOURMET ESSENTIALS, INCORPORAT | GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000 | 078110 | F |
| 2 DROHAN CORPORATION | HARBOR INN RESTAUKANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000 | 359834 | H |
| 3 NASH TOWERS, INC. | NEVILLE'S SHORELINE 8827 N HARBORVIEW DR GIG HARBOR WA 98335 2168 | 351502 | H I |