

GIG HARBOR CITY COUNCIL MEETING



March 11, 1996

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
March 11, 1996 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Washington State - 1995 Data Book (in reading basket.)

OLD BUSINESS:

1. Resolution - Amendment to Fee Schedule.
2. Planning Commission Schedule - Adult Entertainment Moratorium.

NEW BUSINESS:

1. Annexation of Westside - Request for Consideration to Annex (10% petition).
2. Consolidation of the Municipal and District II Court Services.
3. First Reading - Ordinance to Correct 1996 Salary Schedule.
4. Request for Emergency Expenditure to Repair Harborview/Stinson.
5. Appointment of Civil Service Board Commission Members, Bill Owel and Pat Gregory
6. Liquor License Renewals - Eagles, Maritime Mart, and Tides Tavern.

MAYOR'S REPORT: Urban Forestry Grant.

COUNCIL COMMENTS:

STAFF REPORTS:

1. Planning/Building Department - Ray Gilmore.
2. Gig Harbor Police Department - Chief Barker.

APPROVAL OF BILLS:

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 26, 1996

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

PUBLIC COMMENT / DISCUSSION:

Ron Bentley 316 82nd St Ct NW - Mr. Bentley said he wanted to update Councilmembers on the latest result of his informal survey of response to weekend activities. He explained that six people had come to the open house at The Heights. He added that a large photo ad had been placed in the News Tribune and three people said they came to the open house because of the ad, and three because of the signage. He said that the Planning Commission was in favor of the recommendation by the Association of Realtors to allow more signage, but did not want to delay the entire sign code, so they submitted the recommendation to Councilmembers, but the letter had been ignored. He again asked Councilmember to address the sign code and revise it to meet the needs of the real estate community.

Geoff Fowler - President of Discovery Homes, 5113 Pacific Hwy #1, Fife - Mr. Fowler said he currently had two projects in the Gig Harbor area, Brittany Place on Olympic Drive, and The Heights. He said that the sign code is really hurting sales and added that if it was Council's goal to squash new construction in the city, they were on the right track. He said that a minimum of eight directional boards were needed on the weekends to compliment news ads and encouraged Council to reconsider the sign code.

Janna Neville - 2114 Crescent Lake Drive, Ms. Neville, President of the Gig Harbor Little League, asked Councilmember to reconsider their decision to limit the use of City Park for the Little League to Monday through Friday, leaving Saturday open for public use. She explained that there were 635 kids registered, 100 more than last year, and the new grass at the Burnham Ballfield could not support that heavy of use, which would mean approximately 120 kids would not be able to play. She added that the members of Gig Harbor Little League had worked hard the last couple of years to establish a "baseball atmosphere" in Gig Harbor. Councilman Picinich said he would like to reconsider the decision made at the last council meeting. Councilman Markovich pointed out that he had voted against the decision to limit use on the park and added that he had never heard any complaints on the Little League's use of the park in the past. Mayor Wilbert said that this item would be reconsidered under old business.

CALL TO ORDER: 7:21 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the February 12, 1996 meeting as presented.
Picinich/Ekberg - unanimously approved.

CORRESPONDENCE:

1. Letter from General Colin Powell. Mayor Wilbert briefly spoke about this letter from General Powell.

2. Jim Walton, Chair - Safe Street Campaign. Mayor Wilbert explained that this program is no longer funded by government funds, only private, and the people who keep this program going should be commended.
3. Diane Lachel, Viacom Cable - Rate Changes and Channel Line Up. Mayor Wilbert explained that she felt this item may be of interest.
4. Mary McCumber, Puget Sound Regional Council - 1997 Budget and Work Program. Mayor Wilbert explained that this item was in the reading basket if anyone was interested in their transportation package.
5. Final Environmental Impact Statement - US Dept of Energy - Nuclear Weapon Nonproliferation Policy. Mayor Wilbert said that this item was also in the reading basket. She added that she had been assured by Congressman Norm Dicks that the hazardous waste was not coming through the Port of Tacoma.

OLD BUSINESS:

1. Second Reading - Chapter 17.10 - Hearing Examiner Ordinance. Ray Gilmore presented this second reading of an ordinance that updates the Hearing Examiner process to be consistent with the newly adopted Chapter 19. He added that the effective date of this ordinance would be March 31st along with the other zoning changes.

MOTION: Move to adopt Ordinance No. 715 relating to procedures and duties of the Land Use Hearing Examiner.
Markovich/Owel -

Councilmember Ekberg asked that the termination at will language from the Hearing Examiner employment contract should be included in section 17.10.020 of the ordinance.

AMENDED MOTION: Move to include termination at will language in section 17.10.020 of the ordinance.
Ekberg/Owel - unanimously approved.

ORIGINAL MOTION: Move to adopt Ordinance No. 715 relating to procedures and duties of the Land Use Hearing Examiner.
Markovich/Owel - unanimously approved.

2. Second Reading of Ordinance, Amendments to Chapter 17 - Maximum Floor Area for Non-residential Structures. Ray Gilmore gave an overview of this second reading of an ordinance to define floor area limitations for commercial structures in four zoning areas, RB-1, WM, B-2, and C-1. He added that upon adoption of an Urban Growth Area Map, for purposes of future annexation, the standards would apply at the time that annexation was granted. He added that because this was the second reading, and several public hearing had been held on this item, any additional public testimony was at Council's discretion. Councilmember Picinich said he did not think any additional public testimony was necessary.

Carol Morris, legal counsel, pointed out that there was no definition of "commercial structures" in the zoning code, and suggested requesting the Planning Commission to consider a definition to be included in the ordinance at a later date.

Mr. Gilmore gave a history of the intent of the code and answered questions regarding bulk and scale of buildings and separation of building with fire walls and separation distances.

Jack McCullough - 2025 1st Ave. - Mr. McCullough explained that he had arrived late after the sign up sheet was gone and asked to speak. Mayor Wilbert allowed him two minutes. He passed out copies of his letter of January 8th that he had previously submitted. He explained that the ordinance would not serve the purpose of regulating bulk and scale of buildings in the community. He said it is common to construct multiple commercial buildings comprised of independent structures that share common walls as long as they meet fire code standards. He said if the issue is bulk and scale, it could be addressed through a design review process.

Councilmember Owel requested the speaker state his specific interest. Mr. McCullough said he was an attorney for Wal-Mart Stores and a site on Point Fosdick Road is being considered for a store.

Councilmember Markovich pointed out that it doesn't do any good to limit the size of a building if they can put several of them together. He said that bulk and scale could not be regulated that way, and asked why the size of building versus lot size was not being considered as it is in other areas. Mr. Gilmore explained that it was because these are two different, commercial districts in the city and the proposed Urban Growth Area, and it does not apply to residential. Mr. Gilmore explained that at the time this was initially adopted, there were no design guidelines, and this is a partial measure until guidelines could be adopted to address bulk and scale. He added that the Planning Commission had looked at floor-area ratio for buildings in the city, but didn't feel it would be a solution because of building height limitations.

MOTION: Move we adopt #716 and that we go back to the Planning Commission and get a definition of commercial structure.
Picinich/Ekberg -

Councilman Ekberg asked to separate the two motions. Carol Morris agreed.

AMENDED MOTION: Move we adopt #716.
Ekberg/Picinich - unanimously approved.

Councilmembers and the staff discussed what they would like to be incorporated in a definition of commercial structure. Mr. Gilmore assured them that the Planning Commission would bring back several options for their consideration.

MOTION: Move we instruct the Planning Commission to define "Commercial Structure" to be encompassed with Ordinance 716.

Picinich/Owel - unanimously approved.

Councilman Picinich asked when the Design Guidelines would be completed. Steve Osguthorpe, Planning Associate, explained that a very thorough draft was almost completed and would be presented to the Planning Commission in April. He added that joint worksessions would be held shortly after that. Mr. Gilmore said that due to public interest, the guidelines wouldn't be ready to present to Council until May.

3. Utility Extension Request - David and Mimi Hill / Reconsideration. Mark Hoppen explained that to address this issue, a motion was required by a Councilmember who voted for the denial of this request for sewer to property adjacent to city limits on Soundview Drive reconsidered.

MOTION: Move we reconsider the David Hill request for sewer extension at the corner of 64th and Soundview Drive.
Picinich/Markovich - unanimously approved.

Mr. Hoppen explained that Councilmember Picinich suggested that the connection be approved as soon as a petition for annexation is found to be sufficient. Councilmember Owel asked for clarification on if the property was in County compliance and what would happen if annexed to the City. Mr. Gilmore explained that if the property were to apply for a change of use or modification of the property, they would become non-conforming and would have to come into compliance with the R-1 zoning.

Councilmember Markovich requested that a policy be set on how to handle outside utility extensions.

MOTION: Move we approve the Hill sewer extension contingent upon a submission of a sufficient annexation petition.
Picinich/Owel - three voted in favor. Councilmember Ekberg voted against.

A worksession to discuss utility extension policy will be scheduled.

Dick Allen - 3603 Ross Avenue. Mr. Allen voiced his concerns that this property would claim grandfather rights further back than anyone could remember and there was no policy on that. Mayor Wilbert told him that when they tried to add on or change use, the use would no longer be grand-fathered.

4. Reconsideration of Renewal Agreement with Gig Harbor Little League for City Park Use. Mayor Wilbert asked for a motion for reconsideration of this item.

MOTION: Move we reconsider our decision two weeks ago in regards to the Little League.
Picinich/Markovich - three voted in favor. Councilmember Ekberg voted against.

Councilmember Ekberg said he loves baseball as much as everyone else but is concerned that last year the Little League was approved for a one-year contract and they are coming back again for another year. He added that Little League is a wonderful organization, but was concerned that other good organizations might be left out. He said that the Council needs to come up with a policy to handle park usage to deal with these situations.

Councilmember Picinich spoke in favor of the park being used for the Little League and that he had not heard any complaints. Carol Morris reminded council about needing to remove paragraphs A and B of the contract for liability reasons.

MOTION: Move we grant a one year extension with the Little League to use the City Park, deleting paragraphs A and B, and limiting use of the park to Tuesday through Friday afternoons and all day Saturday.
Picinich/Markovich - unanimously approved.

NEW BUSINESS:

1. Request for Site Plan Approval - Cheri Grant, SPR 95-11. 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. Councilmember Ekberg stated that because he lived within 300 feet of the proposed project and was a party of record, and is former client of Ms. Grant he should speak out. He added that he did not feel either of these issues would affect his ability to be impartial in this matter. There were no further comments. Steve Osguthorpe gave an overview of the request to expand this office space at 7306 Stinson Avenue. He explained that staff had no concerns with the request and answered Councilmember's questions.

MOTION: Move to adopt Resolution No. 464 granting site plan approval for the construction of a 1,469 square-foot expansion of the existing office building at 7306 Stinson Avenue.
Markovich/Picinich - unanimously approved.

2. Resolution - Amendment to Fee Schedule. Ray Gilmore gave an overview of the amendments and explained that because pages were missing from Council's packet, this item would be brought back for consideration at the next meeting.
3. Court Request for Videophone. Mark Hoppen presented this request by the Municipal Court to install a videophone to conduct video arraignments between the City and Pierce County jail. He added that this would be of mutual benefit to all, especially the city police officers who would not have to spend time transporting defendants. Mayor Wilbert introduced Judge Marilyn Paja, judge for the municipal court, who gave an overview of how the system would work. She told Councilmembers that the system was for the convenience of the police officers, saving a round-trip transport of two hours, and adds a certain amount of safety to the community by minimizing the transportation of defendants. She explained the costs that

would be incurred with the system and explained that District Court II had expressed an interest in sharing the system which would help to defray the cost.

MOTION: Move we approve the purchase of two videophones to connect our Municipal Court with the Pierce County jail for the price of \$2,050.10 plus installation expenses of \$268.50 and approval of the monthly fees of up to \$350 per year. Markovich/Picinich - unanimously approved.

MAYOR'S REPORT: Mayor Wilbert gave an update on several safety issues around town. She commended the Public Works Department for their efforts over the past six months in implementing solutions to several hazards.

COUNCIL COMMENTS:

Councilmember Markovich commented that he had been approached by a gentleman from the Masonic Lodge about placing their placard on the community boards at the entrances to the City, of which there is no more room. He added that he had instructed the gentleman to contact someone at City Hall, but he had not received an answer from anyone. He said the Masons were willing to reconstruct the sign to make more room and asked what steps they should take to move forward. Mr. Hoppen said that the non-conforming sign was on city property and there may be a question of how many more might be placed on one location. He added that he was not sure who constructed the signboard, and, therefore, was unsure of who to contact as far as adding any additional. Councilmember Markovich gave a history of the construction of the board and Councilmember Ekberg suggested that the City should take over the administration and maintenance for future use. Mr. Hoppen said he felt these signs make a strong statement to community and offered to research the options and come back with a report.

Councilmember Ekberg asked to set a meeting date and time to discuss utility extensions and park policy. Councilmember Markovich asked that all appropriate information be made available for consideration. The meeting will be held on the first Monday in May, the 6th at 5:00 p.m. at City Hall.

STAFF REPORT:

1. Wes Hill - Public Works Projects Update. Mr. Hill passed out a project status report and gave a brief update on several projects. He explained that approximately 200,000 gallons of City water was lost when the water line on Harborview Drive / Stinson Avenue intersection ruptured. He talked about the new street lights on Harborview Drive and asked for comments. He gave an overview of the progress of the Wastewater Treatment Plant expansion and added that the anticipated commissioning period would begin the first of April. He spoke about the upcoming street improvement projects and the concerns that construction would interfere with the 50th Anniversary Celebration. He recommended that the Biosolids Mixing Facility and Jerisich Dock Extension projects be delayed until further information could be gathered. He added that the Kimball Drive Park and Ride and signal light at Wollochet and SR16 could begin in late summer. The final item he spoke about was the impact fee ordinance that would be forthcoming.
2. Maureen Della Maggiora - 50th Anniversary Celebration Update. Mayor Wilbert introduced

the schedule of events put together by Maureen Della Maggiora. She added that these are activities that have been suggested by members of the community, and that this was a draft schedule to be changed as necessary. Mayor Wilbert then spoke about the 16 page insert that was being published by *Accent Magazine* advertising the community and upcoming events.

ANNOUNCEMENT OF OTHER MEETINGS:

1. 50th Anniversary Committee Meeting - 4:30 to 5:30, Tuesday, February 27th, at Gig Harbor City Hall Conference Room
2. Pierce County Council Meeting - Tuesday, February 27th - 7:00 p.m. at Gig Harbor City Hall.
3. Council Worksession on Utility Extensions and Park Policy - Monday, May 6 - 5:00 p.m. at City Hall.

APPROVAL OF BILLS:

MOTION: Move approval of checks #15502 through #15550 in the amount of \$97,329.35.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn into Executive Session for the purpose of discussing a property acquisition and potential litigation for approximately twenty minutes.
Owel/Ekberg- unanimously approved.

MOTION: Move to return to regular session at 9:27 p.m.
Picinich/Ekberg - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:27 p.m.
Picinich/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 416 Side B 147 - end.
Tape 417 Both sides.
Tape 418 Side A 000 - end.

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: Planning Staff
DATE: March 6, 1996
SUBJ.: Proposed Amendment to fee Schedule Resolution - Fees for review of projects in Pierce County which include a request for extension of City utility services.

Proposal Summary

The department is proposing an amendment to the department's fee schedule respective to the review of projects in Pierce County which request city utility services. Currently, there is no fee for the review of projects in the UGA even though the Planning-Building department may spend several hours reviewing a site plan. Public Work's has had a fee schedule in place for two years for its review of engineering plans relevant to sewer or water services. The department feels it is only appropriate that the city residents not have to subsidize the planning review of a project in Pierce County by City staff.

Policy Issues

The proposed fee adjustment reflects current policy in charging a fee for city utility extension contracts. Establishing a reasonable department review fee for projects which request city services is an equitable policy refinement. It balances the need for project review by staff to affect contract performance while eliminating any subsidy the city resident's currently provide for project review.

Fiscal Impact

The proposed fee of 50% of "in-city" rates reflects the process employed to date in the review of these projects. The projects do not require city hearing examiner review, legal notices, site review of the project, minimal file management or extensive correspondence. The process is generally a preliminary code review based upon the information received by the applicant. As most of these projects consist of site plans, the 50% fee is based upon the floor area of the project. As an example, a project of 20,000 square feet in floor area would be subject to a fee of \$2,000 if it were a project within the city. The charge therefore would be \$1,000 for a project within the UGA which requires city services. This would cover the city costs of review by the Planning-Building Department and the Public Works Department administrative staff during the preliminary review of the project.

Recommendation

Staff recommends approval of the revision to the fee schedule resolution.

RESOLUTION NO. _____

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

WHEREAS, the City of Gig Harbor has established such fees by Resolution; and,

WHEREAS, the Gig Harbor City Council has requested that the Planning-Building Department evaluate fees on an annual basis and, as necessary, proposed adjustments to the fee schedule; and,

WHEREAS, city staff are requested to review applications for projects outside of the city but within the city's urban growth area which request city sewer and/water; and,

WHEREAS, currently a fee for reviewing these projects is not charged although there is a commitment of staff time and resources for reviewing such applications; and,

WHEREAS, the review of projects within the Urban Growth Area, outside of the city limits, which request city services should be charged a fee commensurate with the level of review provided by City staff; and,

WHEREAS, because the review of projects within the UGA do not require a formal public review process by the city as the city does not have jurisdiction in this respect, a reasonable fee is determined to be 50% of the fee charged for projects within the city.

THE GIG HARBOR CITY COUNCIL HEREBY ESTABLISHES FEES FOR THE REVIEW OF PROJECTS IN THE CITY'S URBAN GROWTH AREA (UGA) OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED AS FOLLOWS:

A. LAND USE DEVELOPMENT APPLICATION FEE

1) Amendment to Comprehensive Plan

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

2) Amendments to Zoning Code

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

3) Conditional Use Permit \$450

	Associated with Site Plan Review	\$50
4)	Variance	\$450
	Associated with Site Plan Review	\$50
	Administrative Variance	No Charge
5)	Planned Residential District	\$75
6)	Site Plan/Binding Site Plan Review	
	Occupancy Change (no external structural changes)	\$200
	0 - 10,000 sq. ft. commercial floor area (CFA)	\$75/each 1000 sq. ft.
	10,001-20,000 sq. ft. CFA	\$100/each 1000 sq. ft.
	>20,000 sq. ft. CFA	\$125/each 1000 sq. ft.
	Multifamily (3 or more attached dwelling units)	\$200 + \$25/dwelling unit
7)	Land Clearing/Erosion Control	
	Permit	\$100
8)	Subdivisions	
	Preliminary Plat	\$550 + \$25 per lot
	Final Plat	\$25 per lot
	Replats	\$225
	Amendments	\$150
9)	Short Subdivisions	
	Summary Action	\$375
	Plat Amendment	\$75
	Boundary Line Adjustment	\$30
10)	Shoreline Management Permits	
	Substantial Development (based upon actual costs or fair market value, whichever is higher)	
	< \$10,000	\$100
	> \$10,000 < \$100,000	\$350

> \$100,000 < \$500,000	\$700
> \$500,000 < \$1,000,000	\$1,200
> \$1,000,000	\$1,700
Variance (w/o SDP)	\$400
Variance with SDP	\$75
Conditional Use (w/o SDP)	\$400
Conditional Use with SDP	\$75
Revision	\$150
Request for Exemption	\$15

11) Wetlands/Critical Areas Analysis

Steep Slopes/Erosion Hazard	\$15
Critical Habitat	\$35
Wetlands Preliminary Site Investigation	\$35
Wetlands Report Review	\$75

12) Appeals

To the Hearing Examiner:	
Administrative Variance	\$225
Administrative Decision	\$120
Requests for Reconsideration of Examiner's decision	\$85
To the Building Code Advisory Board:	\$250

13) Appeals to City Council

Appeal of Hearing Examiner Decision:	\$100
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14) Sign Permits

All signs less than 25 sq. ft.	\$20
Change of Sign, all sizes	\$20
Request for Variance	\$150
Projecting	\$35
Wall Sign, nonelectric 25-50 sq. ft.	\$35

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

B. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist	\$150
2) Environmental Impact Statement	
Prepared by Staff	\$1,000 + \$45/hour
Prepared by Private Party	\$250 + \$45/hour
3) Appeals of Decisions	
Conditioning/Denying of Permit	\$200
Administrators Final Determination (DNS or EIS)	\$150 + Hearing Examiners costs for review (Examiner costs waived for listed parties of record within 300 feet of project site).

C. ANNEXATION PETITION

Less than 10 acres	\$200
10 - 50 acres	\$300
50 - 100 acres	\$400
100 + acres	\$500

D. UTILITY EXTENSION REQUEST \$100

E. REQUESTS FOR INFORMATION

1) Land-use information, verbal	No Charge
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- | | | |
|----|--|-------------------------------------|
| 2) | Land-use information, written response requested related to active permit | No Charge |
| 3) | Land-use information, written response requested, file search required | Cost of Copying Requested Documents |
| 3) | Preapplication Conference | No Charge |
| 4) | Preapplication Conference, written summary of meeting | \$75 |

F. SPECIAL INSPECTIONS (AND PERMITS):

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

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

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

4) **Building Official Inspections**

Non-classified request	\$50
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Reinspection fee assessed under

provisions of Section 305 G \$30 each

Additional Plan Review required
by changes, additions or revisions
to previously approved plans \$30/hour (minimum charge of
1/2 hour)

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

6) **Building /Plumbing/Mechanical Permit Fees.** Building /Plumbing/Mechanical permit fees shall be based upon the most recent fee schedule as adopted by the State Building Code Council in the respective Uniform Code.

7) **Energy Code Inspection.** Energy Code Inspection Fees shall be those as established in the Special Plans Examiner/Special Inspector Program, Policies and Procedure Handbook (April, 1994, Utility Code Group, Bellevue, WA).

G. ADVERTISING FEES:

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

H. COPY SERVICES

- 1) Zoning Map/Comprehensive Plan
Land UseMap (24" x 36") \$ 3.50
- 2) Zoning Code \$10.00
- 3) Comprehensive Plan \$16.00
- 4) Shoreline Master Program \$7.50
- 5) Critical Areas Map (24"x36") \$3.50
- 6) Visually Sensitive Area (24"x36") \$3.50

I. FEE WAIVERS AND REQUIREMENTS

Application fees may be waived upon approval of the City Administrator if any of the following conditions exist:

- 1. The application submitted is in direct response to a capital construction project by the City of Gig Harbor.
- 2. The City determines that the direct benefit accrued from the applicant's project is in the public's interest and welfare.

3. The proposal is a City of Gig Harbor project.

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued.....	100%
Request to withdraw application after public notice issued.....	85%
Request to withdraw application following a public hearing.....	35%
Request to withdraw application after final action on permit by Hearing Examiner or City Council.....	0%

J. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED

The fee for city staff review of applications which have submitted a request to the City Council for utility extension services is 50% of the fee charged for comparable projects within the city.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
City Clerk

Filed with City Clerk:
Passed by City Council:



P.L.L.C. ATTORNEYS AT LAW

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

MEMORANDUM

DATE: March 1, 1996
TO: Gig Harbor City Council
FROM: Carol Morris, City Attorney
RE: Proposed Adult Entertainment Ordinance

On February 29, 1996, the Gig Harbor Planning Commission agreed upon the following work plan to develop an adult entertainment ordinance during the moratorium period (2-7-96 until 3-7-97):

- A. Meeting of August 1, 1996: Informational presentation by the City Attorney on concentration, dispersion and separation requirements for adult entertainment zoning ordinances. Additional information on effectiveness of adult entertainment business license ordinances. Copies of adult entertainment business studies performed by other cities will be distributed to the planning commission members to read before the next session.
- B. Meeting of August 15, 1996: Informational presentation by the Police Chief on the secondary land use impacts of adult entertainment businesses on urban life.
- C. Meeting of September 5, 1996: Advance notice of this meeting should be provided to churches, schools, chamber of commerce, other community organizations. Public hearing to allow public testimony on the secondary land use impacts of adult entertainment businesses.
- D. Meeting of September 19, 1996: Informational presentation by the Planning Director to demonstrate the available land in Gig Harbor under various zoning schemes: concentration of adult businesses in one area; dispersal throughout the entire City so that one area is not "blighted;" separation requirements imposing distance limitations between adult entertainment businesses and sensitive uses.
- E. Meeting of October 3, 1996: Meeting to discuss draft ordinance(s), and make recommendation to City Council.

Memorandum to Gig Harbor City Council
March 1, 1996
Page 2

After completion of the above steps, the Planning Commission's recommendation and draft ordinance will be forwarded to the City Council for action.

cc: Mark Hoppen, Administrator
Ray Gilmore, Planning Director
Mitch Barker, Police Chief

CAM125655.1M/P0008.150.035



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 Staff
DATE: March 7, 1998
SUBJ.: Request for Consideration to Annex - Westside Annexation

INTRODUCTION/SUMMARY

Attached for Council's consideration is a petition bearing the signatures of 19.1% of the owners of real property assessment within an area designated on the attached map. RCW 35A.14.120 requires that the owners of not less than ten percent of the total assessed evaluation of real property within an area submit their intention of annexing to the city. As the petition exceeds the minimum required, the annexation may proceed.

POLICY ISSUES

The Council has one of several options it may choose respective to annexation:

- A. Accept the petition so that the petitioners may proceed to gather the signatures of the owners of a minimum 60% of the total assessed evaluation within the described area to complete the annexation petition.

Should the Council favor the petition method, it may consider amending the geographical boundaries of the area. The Council must decide whether it should require the simultaneous adoption of a proposed zoning regulation (if such a proposal has been prepared and filed for the area to be annexed) and whether it shall require the assumption of all or of any portion of indebtedness by the area to be annexed. Should it so decide, this must be clearly stated in the record.

- B. Not accept the petition and adopt a resolution to place the annexation of the described area to a vote of the registered voters residing within the area.

If the Council prefers that the annexation be place up to a vote of the registered voters within the annexation area, it may pursue an option available under RCW 35A.14.015 which permits the legislative authority of the code city to pass a resolution calling for an election to be held and submit it to the voters of the annexation area. The Council must enact a resolution which:

1. Calls for an election to be held to submit the annexation proposal

- to voters in the territory proposed to be annexed,
- 2. Describes the boundaries of the area to be annexed,
- 3. States the number of voters residing in the area to be annexed as nearly as possible,
- 4. States that the annexing city will pay the cost of the annexation election.

A formal public hearing on the resolution is optional. The City would submit the notice of intent to annex to the Pierce County Boundary Review Board (BRB). Should the County BRB approve, the city must indicate to the County Auditor its preference for a special election date for submission of the proposal to the voters of the territory to be annexed. The County must set the election date on the date indicated by the City.

- C. Decline to accept the petition to annex.
This would effectively terminate the annexation process at this time.

FISCAL IMPACT

Should the City accept the petition, it would not have to pay any fees associated with the annexation other than the costs incurred for processing. This would be offset by the annexation petition fee. Should the city opt for the election method, it must pay all fees associated with the costs of the election.

RECOMMENDATION

The Council may want to consider the feasibility of adopting a resolution placing the annexation on the ballot. There have been two annexation petitions filed previously and both have failed. It seems logical that placing the matter to the vote of the registered voters within the proposed annexation area is the appropriate method to pursue.

Certification of Sufficiency of Petition for Annexation

I, Mark E. Hoppen, City Administrator/Clerk for the City of Gig Harbor, a municipal code city, do hereby certify that I received on February 25, 1996, a petition for annexation bearing the signatures of 19% of the assessed evaluation for the area described as the Westside Annexation. On March 1, 1996, I proceeded to make a determination of sufficiency of such petitions for consideration of annexation.

The petitions contain 154 signatures of owners of 497 parcels of property and 154 of the signatures were verified by comparing them with the Pierce County Assessors real property records. The assessed evaluation of the area based upon the most recent Pierce County property assessment rolls is \$136,001,330.

The assessed valuation of the signatures represents \$26,064,850 or 19% of the total assessed valuation. The signatures, thereof, represent the minimum 10% required for the City of Gig Harbor City Council's consideration of the annexation petition.

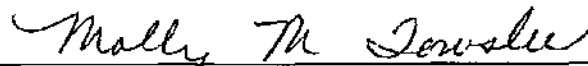
Signed and sealed this 4th day of March, 1996.



Mark E. Hoppen
City Administrator/Clerk
City of Gig Harbor

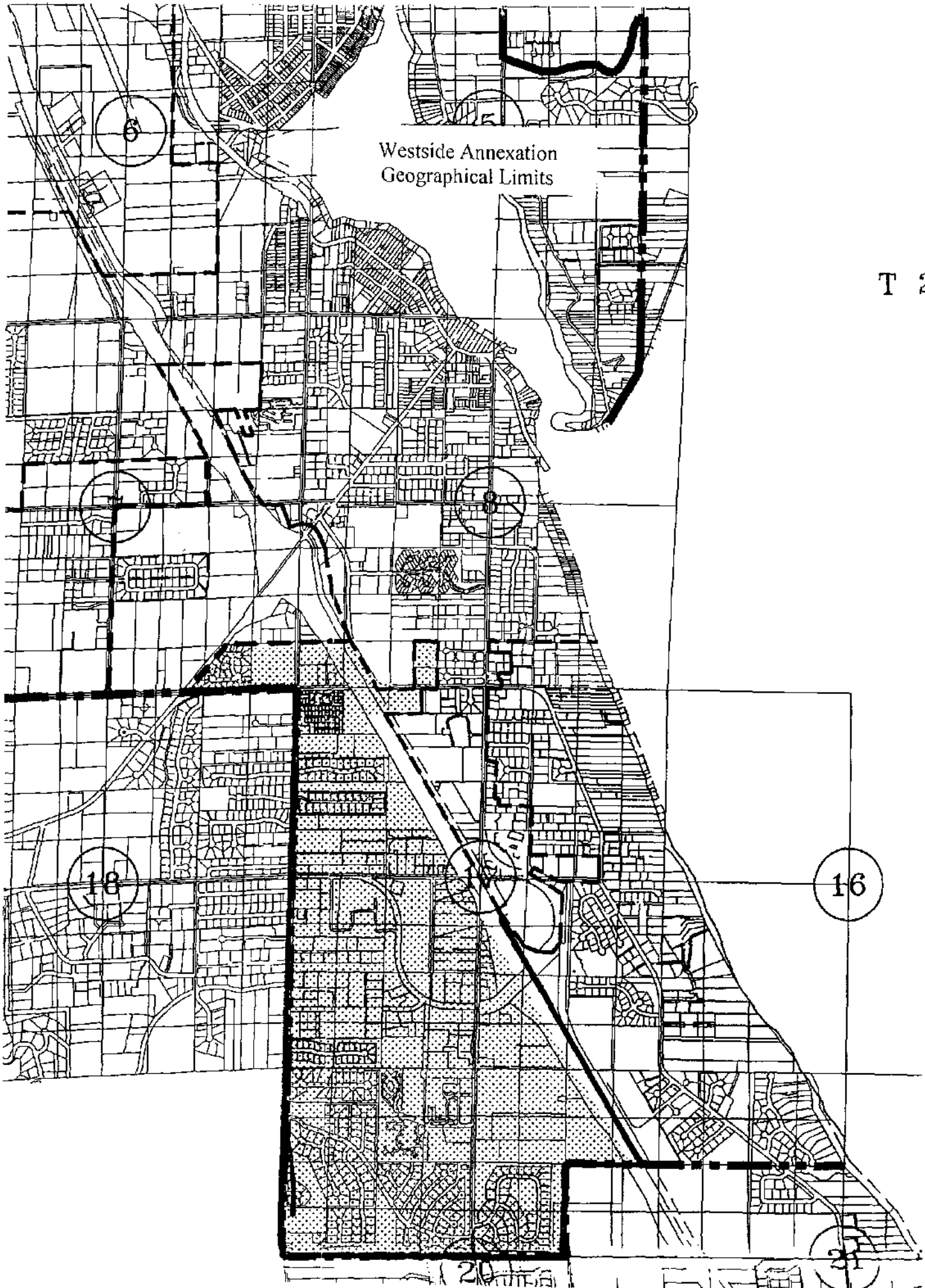
On this day personally appeared before me Mark. E. Hoppen, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of March.



Molly M. Towselee
(print name)

Notary Public in and for the State of Washington
residing at Gig Harbor. My commission expires 12/2/99.



Westside Annexation
Geographical Limits

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16

21

RECEIVED
FEB 26 1996
CITY OF GIG HARBOR

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council
City of Gig Harbor
P.O. Box 145
City of Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on Exhibit "A" attached hereto and is depicted on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date not later than sixty days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 686; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional

Notice of Intention to Commence Annexation Proceedings

Page 2 of 2

signatures which cumulatively may be considered as a single Notice of Intention.

OWNERS SIGNATURE	PRINTED NAME	ADDRESS & TAX PARCEL NO.	DATE SIGNED
Jan S. Dahl	Jan S. Dahl	3507 48th St. Ct. NW City of Washington, D.C. 20015 400075-010-0-10	10/18/95
Wendell M. Gumb	Wendell M. Gumb	3711-48th St. Ct. NW. 400075-001-0-10	10/19/95
Sandra L. Tregown	SANDRA L. TREGOWN	3502 48th St Ct. NW 400075-021-0-10	10/24/95
Jill E. Geringer	Jill E. Geringer	3410-48th St. Ct. NW 400075-016-0-10	10/26/95
Marlene Marcus	Marlene Marcus	3405-48th St Ct NW 400075-014-0-10	10/26/95
Frank & Gloria Gustafson	FRANK GUSTAFSON	3603-48th St Ct NW 400075-007-0-10	10/26/95
Ewen A. Cail	EWEN A. CAIL	3610-48th St Ct NW 400075-023-0-10	10/26/95
Peter J. Hatton	PETER J HATTON	3516 48th St Ct NW 400075-020-0-10	10/26/95
Betty Hatton	BETTY HATTON	3516 48th St. Ct. N.W. 400075-020-0-10	10/26/95
Dorothy M. Ruff	Dorothy M. Ruff	3578-48th St. Ct. N.W. 400075-019-0-10	10/26/95
Karen C. Vandegrift	KAREN A. VANDEGRIFF Karen C. Vandegrift	3412 48th St Ct NW 400075-017-0-10	10/26/95
Joan Cali	JOAN CALI	3406 48th St Ct. NW 400075-015-0-10	10/26/95
Ken & Yvonne Hendrickson	KENNETH AND YVONNE HENDRICKSON	3519-48th St. Ct. N.W. 400075-008-0-10	10/26/95
Mark & Angie Sipes	MARK + ANGELA SIPES	3611-48th St. Ct. NW 400075-005-0-10	10/27/95
Mary Ann Simonsky	Mary Ann Simonsky	3515 48th St Ct NW 400075-009-0-10	10/28/95
Dennis M. McIvor	DENNIS M. McIvor	3417-48th St. Ct. N.W. 400075-012-0-10	10/28/95
Judy Evans	JUDY EVANS	3502-48th St. Ct. N.W. 400075-018-0-10	10/28/95

Notice of Intention to Commence Annexation Proceedings

Page 2 of 2

signatures which cumulatively may be considered as a single Notice of Intention.

OWNERS SIGNATURE	PRINTED NAME	ADDRESS & TAX PARCEL NO.	DATE SIGNED
<i>John Swafford</i>	708900-001-0 Swafford, John	4017 30th Ave Ct NW Gig Harbor WA 95335	10/7/95
<i>Diane Frost</i>	DIANE FROST	4084 30 Ave Ct NW 708900-003-0	10/7/95
<i>Virginia E Hartford</i>	VIRGINIA HARTFORD	3002 42ND ST NW 708900-021-0	10-7-95
<i>Robert & Daniel</i>	ROBERT & DANIEL 3011 42ND NW	3011 422 NW 708900-023-0	10-7-95
<i>Phyllis Demas</i>	Phyllis DEMAS 4121 31st Ave Ct NW	4121 31st Ave Ct NW 708900-024-0	10-7-95
<i>Cindy Wilde</i>	Cindy Wilde	4215 31st Ave Ct NW 708900-026-0	10-7-95
<i>Rich Addy</i>	Rich Addy	4226 31st Ave Ct NW 708900-027-0	10-7-95
<i>Sharon Avramovich</i>	SHARON AVRAMOVICH	4114 31st Ave Ct NW 708900-033-0	10/7/95
<i>Lee Cochran</i>	LEE COCHRAN	4104 32nd Ave Ct NW 708900-017-0	10/7/95
<i>Christine Lancaster</i>	Christine Lancaster	4024 - 32nd Ave Ct NW 708900-016-0	10-7-95
<i>Brian Vance</i>	BRIAN VANCE	4008 32nd Ave Ct NW 708900-014-0	10/7/95
<i>Sheila Mordue</i>	SHEILA MORDUE	4009 - 32nd Ave Ct NW - 708900-012-0	10/7/95
<i>Frank C. Corrado</i>	Frank C. Corrado	4017 37th Ave Ct NW 708900-011-0	10/7/95
<i>Gerald F. Barofsky</i>	GERALD F. BAROFSKY	4025 37th Ave Ct NW 708900-010-0	10/7/95
<i>Kim McMullin</i>	KIM MCMULLIN	4116 32nd Ave Ct NW 708900-053-0	10/7/95
<i>Giussepina Mirandi</i>	GIUSEPPINA MIRANDI	4115 32ND AVE CT NW 708900-035-0	10/7-95
<i>Dallas Anne Presley</i>	Dallas Anne Presley	4219 - 32nd Ave Ct NW 708900-039-0	10/7/95

Notice of Intention to Commence Annexation Proceedings

Page 2 of 2

signatures which cumulatively may be considered as a single Notice of Intention.

OWNERS SIGNATURE	PRINTED NAME	ADDRESS & TAX PARCEL NO.	DATE SIGNED
	John C. Cody	4107 35th Ave Ct N.W., GH 264300-018-0	10/05/95
	DONALD M. ANDERSON	3422-40th St. Ct. N.W. GH 264300-005-0	10/5/95
Ronald B Tollefson	Ronald B Tollefson	4114 35th Ave NW GH 264300-021-0	10/5/95
	John Davraugh	3620-40th St Ct NW GH 264300-007-0	10/5/95
Patricia Beck	Patricia Beck	2621 40th St Ct NW 264300-010-0	10/5/95
Kathleen S. Moberd	KATHLEEN MOBERD	4110 35th Ave Ct NW 264300-013-0	10/5/95
Kathy D. Currie	Kathy D. Currie	4473 35th Ave Ct NW 264300-019-0	10/5/95
	Paul J. Loooy	4110 35th Ave N.W. 264300-022-0	10/5/95
Thomas W. Lane	THOMAS W. LANE	4118 35th Ave NW 264300-023-0	10/5/95
	John F. Ryssi	4117 35th Ave N.W. 264700-001-0	10-5-95
Mike Beck	Mike Beck	4112 35th Ave Ct NW 264-300-014-0	10-7-95
	Fran Haberstro	3508 40th St Ct NW GH 264300-006-0	10-8-95
Karen S. Biskup	KAREN S BISKEY	4113 35th Ave NW GH 264300-003-0	10-8-95
	MARILYN E. LARSON	4104-35th Ave N.W. 264300-012-0	10-8-95
Stephanie Yellowlee	STEPHANIE Yellowlee	3617 40th St Ct NW 264-300-011-0	10-8-95
	KERRY BEALE	4109 35th Ave Ct NW 264-300-017-0	10-9-95

signatures which cumulatively may be considered as a single Notice of Intention.

OWNERS SIGNATURE	PRINTED NAME	ADDRESS & TAX PARCEL NO.	DATE SIGNED
<i>Stephen W. Grebor</i>	STEPHEN W. GREBOR	2716 42nd St NW 708800-015-0 10	9/28/95
<i>C. H. Thompson</i>	CHARLES H THOMPSON	4201 27th Ave NW 708800-019-0 10	9/28/95
<i>Patricia A. Miller</i>	PATRICIA A. MILLER	2905 41st St. N.W. 708800-043-0 10	9/25/95
<i>[Signature]</i>	RICARD P. MILLER	[Address]	[Date]
<i>[Signature]</i>	[Name]	[Address]	[Date]
<i>Louise Dickson</i>	Louise Dickson	708800-006-0 10 8809-41st NW.	9/28/95
<i>Alan Mackelprang</i>	ALAN MACKELPRANG	4204 27th AV NW G.H. 98335	9/28/95
<i>David P. Jones</i>	David P. Jones	708800-41st St. N.W. Gig Harbor 98335	9/25/95
<i>Ronald R. Joslyn</i>	Donald R. Joslyn	4223 27th Ave NW Gig Harbor 708800-050-0 10	9/28/95
<i>Susanne Whalen</i>	Susanne Whalen	2819 42nd St NW Gig Harbor, WA 708800-053-0 10	9/28/95
<i>Barbara Griffith</i>	BARBARA GRIFFITH	2820 27th Ave NW Gig Harbor 708800-014-0 10	9/28/95
<i>K. DeYoung</i>	K. DeYoung	34725 27th Ave GIG HARBOR 708800-051-0 10	9/28/95
<i>Amy Churchill</i>	A. Churchill	2805 41st NW Gig Harbor 708800-005-0 10	9/28/95
<i>Kenneth A. Drew</i>	KENNETH A. DREW	4208 27th Ave NW 708800-044-0 10	9-28-95



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: CONSOLIDATION of DISTRICT/MUNICIPAL COURTS
DATE: MARCH 7, 1996

INTRODUCTION/BACKGROUND

For some years, we have seen a consistent increase in Municipal Court costs. While these costs are justifiable, the city general fund is currently budgeted for \$218,000 of court expense in the 1996 budgetary year. Since 1988 revenues have increased 56%, while court costs, including jail costs, have increased 106%.

Currently, the court is expected to receive \$100,000 in revenues in 1996. This means that the General Fund utilizes over \$118,000 in tax-related funds in this year's court budget. The difference between court expenses and revenues has increased every year since 1989. As the city reaches 5000 in population, and becomes a court of record, this rate of program growth is unlikely to decline.

The local District Court off Kimball Drive, has reached a population of 40,000 for its catchment area and now funds Judge Farrow full-time. The caseload for Judge Farrow was reported by Judge Paja as 61% of the defined full-time caseload; in the estimates for the first six months of 1995, the Office of the Administrator for the Courts reports this caseload at 79%. In either case, Judge Farrow has the judicial capability to handle the Gig Harbor caseload. Additionally, due to some cut backs in the Washington State Patrol, the District Court has seen a slight decrease in case filings, further augmenting both the judicial and clerical capacity of the District Court to assume the additional municipal filings without an increase in staff.

These two scenarios in each court have resulted in negotiations between Pierce County and Gig Harbor to address the possibility of consolidating the courts, terminating the municipal court. This process has taken months, but has resulted in an agreement that takes advantage of economies of scale that would place the District Court at greater efficiency and that would limit city court-related expenses to jail costs. 1995 jail costs were approximately \$15,000. In the past, jail costs have ranged as high as \$30,000.

As a conservative estimate of *actual* General Fund dollars retained, and barring an unlikely, court-imposed alteration of the agreement, it can be expected that at least \$80,000 will be available for other city uses each year for the ten year duration of the contract. Moreover, in some respects the District Court possesses resource and service capabilities that exceed the city's current capacities, even though the city court is capably managed for its size.

INTERLOCAL OVERVIEW

The County will provide court, prosecution, and assigned counsel services for city misdemeanants in exchange for the fines, fees, costs, and other revenues resulting from the disposition of city cases. The city will continue to pay its own jail costs and transport its own defendants, although the county will be asked in practice to fill up its own transport vehicles with city defendants to the extent possible. The ratio of misdemeanor cases per prosecutor will not fall below the ratio experienced county-wide. Under the terms of the agreement, the City Attorney will have the capability to prosecute cases which the city desires to prosecute.

The county will return to the city, after the deduction of state expenses, 12% of revenues attributable to municipal cases filed in the previous year. At the current time, this return would cover approximately one-half of our jail expenses.

At the policy level, a liaison for each jurisdiction will be appointed for the administration of this agreement. Also, function liaisons will be appointed for the various areas of the agreement. Any operational conflicts will be referred to the City Administrator and the Executive Director of Public Safety. Disputes will be settled through arbitration, although ultimate resolution of disputes would be in court.

The agreement lasts 10 years, commencing on July 1, 1996 and terminating at midnight, December 31, 2006. **Once involved, the city cannot terminate this agreement prior to the end of the ten year term. Further, if the City terminates its Municipal Court, then the City may not establish another municipal court until 10 years after the date of termination.**

POLICY CONSIDERATIONS

Some aspects of consolidation that impact this policy decision: 1) As the city becomes a larger urban area with four interchange crossings (one on Hunt off Kimball), a court which is readily accessible to Highway 16 is increasingly desirable; 2) The two courts frequently share common customers; 3) There is such frequent confusion in the community about which-court-is-where that the city maintains a map as a handout to the District Court and District Court #2 has the same problem with our customers; 4) The new District Court location in the Woods office complex is configured as a court, not as a council chamber; and 5) The available retained funds from consolidation can augment additional services to the taxpayer without additional tax expense.

Another policy consideration is that if the Council repeals its criminal code, then Council should understand that it no longer will have the ability to establish what is or is not a crime in Gig Harbor.

FISCAL CONSIDERATIONS

Chiefly, the city must decide whether the savings and potential alternative uses of the saved dollars over the term of the agreement are more desirable than maintaining sole city control of municipal court functions.

RECOMMENDATION

Staff recommends that Council direct Legal Counsel and staff to take necessary measures to timely terminate the Municipal Court, repeal the criminal code, and transfer services from the city's municipal court to District Court #2 pursuant to RCW 3.50.805 and per the attached interlocal agreement, all subsequent to Council's final review and approval of the attached interlocal, **after** approval and signature by Pierce County.

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

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

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

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

WHEREAS, the CITY has determined that given the number of cases filed within the CITY and the costs involved with operating a separate municipal court it is more cost effective to merge its municipal court functions with District Court No. 2; and

WHEREAS, the COUNTY has offered to provide court, prosecution, and assigned counsel services in exchange for the fines, fees, costs, and other revenues resulting from the disposition of CITY cases; and

WHEREAS, the parties have agreed to enter into an Interlocal Agreement which will document the terms of the Agreement and to facilitate said Agreement the parties have mutually agreed to terminate the Assigned Counsel services contract executed in March 1994 without penalty accruing to either; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34 and Section 3.50.805;

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

SECTION 1. PURPOSE. The purpose of this Agreement is to memorialize the agreement reached between the CITY and the COUNTY regarding the merger of the CITY's municipal court with Pierce County District Court No. 2 and to address the COUNTY'S provision of court, prosecution, and assigned counsel services to the CITY.

SECTION 2. COUNTY SERVICES TO BE PROVIDED.

2.1 Pierce County District Court No. 2. The COUNTY shall provide court services for all municipal cases filed by the CITY in Pierce County District Court No. 2. The COUNTY shall provide court services to the CITY at the same level as the COUNTY provides for the same types of cases originating in unincorporated Pierce County.

2.1.1 Municipal Cases. The term "municipal cases" shall include all infractions, criminal traffic and non-traffic, misdemeanors and gross misdemeanor cases occurring within the CITY and filed with District Court #2 and any other charge, case, or cause of action for which a municipal court would have jurisdiction, pursuant to RCW 3.50.020.

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

2.2 District Court Prosecution. The Pierce County Prosecuting Attorney's Office shall provide sufficient personnel to provide prosecution services for criminal traffic and criminal non-traffic, misdemeanor and gross misdemeanor cases filed with District Court No. 2. In no event shall the ratio of misdemeanor cases per deputy exceed the ratio experienced County-wide.

All Gig Harbor cases covered by this Agreement shall be reviewed, filed and prosecuted by the Office of the Pierce County Prosecutor. The Prosecutor's Office shall have final case disposition authority of all cases except that the City Attorney shall be authorized to directly prosecute any infraction or criminal matter which arises within the CITY. If the City Attorney notices the Office of the Prosecuting Attorney within 15 days of the filing of the particular case that the City Attorney is assuming responsibility for that case, the Prosecutor's Office shall be relieved of any further responsibility for the case. The City Attorney may indicate an interest in a particular CITY case or express an opinion about a proposed disposition. The office of the Prosecuting Attorney shall consider such interest or opinion but shall retain sole discretion to prosecute the case in a manner it deems appropriate unless the CITY invokes its jurisdiction as described herein.

- 2.3 Assigned Counsel. The Pierce County Department of Assigned Counsel shall assign personnel to provide legal counsel services to persons committing offenses within the municipal boundaries of the CITY in the same manner as it would to persons cited with committing offenses within unincorporated Pierce County. Such services will include, but are not limited to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by District Court No. 2, and all subsequent proceedings in District Court No. 2 relating to the offense.
- 2.4 Jail Services Governed by Separate Contract. Housing of defendants in-custody at the Pierce County Detention Center on municipal cases and the terms, conditions, and costs related thereto are governed by a separate agreement executed between the CITY and the COUNTY in May 1993.

SECTION 3. CITY RESPONSIBILITY. The CITY shall be responsible for initiating all documentation to implement the merger of the courts as described herein, repealing its criminal code, and for transferring its municipal court services to District Court No. 2 pursuant to RCW 3.50.805.

SECTION 4. DISPOSITION OF REVENUES, FEES, FINES, AND COSTS. In return for and in consideration of the assumption of responsibilities identified herein by the COUNTY, the COUNTY shall retain all fees, costs, fines and penalties imposed on all CITY cases filed in District Court No. 2. The CITY shall not be required to pay a filing fee to the COUNTY for the processing of CITY cases nor will the CITY be billed separately for prosecution or assigned counsel services unless such provisions are included in subsequent amendments to this Interlocal Agreement.

SECTION 5. SHARING OF REVENUE. It is anticipated that by assuming the responsibility for the processing of Gig Harbor cases, the total case filings for District Court No. 2 will increase and the revenue received by District Court No. 2 will increase as well. As further consideration for this Agreement, the parties agree to share a portion of the revenue received by District Court No. 2 that is directly attributable to Gig Harbor cases after the required distribution of said revenue to the state.

To that end, the parties shall meet and confer annually after February 1 of each year, beginning in 1998 to review District Court No. 2 case filing statistics from the previous January to December time period. The parties will review case statistics to establish the total number of municipal cases filed, the amount of revenue generated by municipal cases filed, and the distribution of municipal case revenue to the state. For the first review to be held after February 1, 1998, the parties will review case filing statistics from January 1, 1997, through December 31,

1997, in comparison to municipal case filings and related revenues received during the period of January 1996 through December 1996.

Of the revenue received by District Court No. 2 during the previous January to December time period that is attributable to municipal cases, the CITY shall receive twelve percent (12%) of said revenues remaining after payment of the required share to the state treasurer in accordance with statute. The COUNTY shall remit the CITY's share of the increased revenue on or before April 1 of the succeeding year.

SECTION 6. TERMINATION OF ASSIGNED COUNSEL AGREEMENT. This Interlocal Agreement is intended to supersede and replace the Assigned Counsel Agreement executed in March 1994. No penalty shall accrue to either party as a result of the termination of the Assigned Counsel Agreement.

SECTION 7. DESIGNATION OF LIAISONS AND DISPUTE RESOLUTION. The COUNTY shall designate an employee representative for the various departments that will be providing the services contemplated herein to act as a liaison with the CITY to handle daily administration of this Agreement. The CITY shall also designate one or more liaisons for the various services described herein. Each party shall notify the other in writing of its designated representatives for the various services. COUNTY liaisons shall meet with the CITY liaisons on a regular or on an as-needed basis, whichever the liaisons deem appropriate, to discuss questions and resolve problems regarding the delivery of services and activities to be performed under this Agreement, including but not limited to personnel distribution. Any operational conflict that is not resolved by the liaisons shall be referred to the City Administrator and the Executive Director of Public Safety.

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

SECTION 8. DURATION. The term of this Interlocal Agreement shall be ten (10) years. The agreement shall commence on July 1, 1996, and terminate at midnight, December 31, 2006. Thereafter, this Agreement shall renew automatically from year to year unless the termination process outlined herein is invoked.

SECTION 9. TERMINATION PROCESS. Neither party may terminate this Interlocal Agreement before January 1, 2006. If either party desires to terminate the contract, they shall provide written notice not later than July 1, 2005. In the event that the contract automatically renews and is going to be terminated in any subsequent year, then notice must be given not later than July 1 of the year in which the services are to terminate. For example, if the Agreement is to be terminated in the year 2008, then notice hereunder must be given not later than July 1, 2007.

In the event that the Agreement is to be terminated, then the parties shall work cooperatively to facilitate the orderly transition of responsibilities from the COUNTY to the CITY or to another service provider, whichever the case may be.

SECTION 10. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with the performance of this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions; customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

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

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

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

SECTION 11. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.