

Gig Harbor City Council

**June 25, 2012
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, June 25, 2012 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jun 11, 2012.
2. Receive and File: a) Parks Commission Minutes April 4, 2012; b) City Council / Parks Commission Joint Worksession Minutes May 2, 2012; c) Planning / Building Committee Minutes June 4, 2012;
3. Ordinance No. 1241 - Accepting Donation of Photo of Narrows Bridge for Public Display.
4. Resolution No. 903 – Materials Purchase Screwsucker Pump for Lift Stations No. 4 & 8.
5. Resolution No. 904 – Surplus Equipment Public Works.
6. Eddon Boat Remediation Monitoring Wells Contract / Anchor QEA, LLC.
7. Maritime Pier, Ramp and Float Project - Construction Contract Authorization; Change Order Authority for City Engineer; and Consultant Services Contract Amendment No. 3.
8. Approval of Payment of Bills Jun 25, 2012: Checks #69901 through #70015 in the amount of \$1,334,974.56.

OLD BUSINESS:

1. Public Hearing and Second Reading of Ordinance No. 1242 - Hospital Benefit Zone (HBZ) 30-year Project List.

NEW BUSINESS:

1. First Reading of Ordinance – Amendment to 2012 Personnel Salary Schedule.
2. Public Hearing and First Reading of Ordinance – Allowing Schools in the PCD-BP Zoning District.
3. Public Hearing and First Reading of Ordinance – 2012 Housekeeping Code Amendments.
4. Resolution – Recognizing and Support of Gig Harbor as a Boating Destination.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Downtown Planning and Visioning Open House: Wed. Jun 27th at 4:00 p.m.
2. Civic Center closed on Wed. July 4th.
3. Lodging Tax Advisory Committee: Mon. Jul 9th at 8:45 a.m.
4. Intergovernmental Affairs Committee: Mon. Jul 9th at 4:30 p.m.
5. Operations Committee: Thu. Jul 19th at 3:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i), property acquisition per RCW 42.30.110(1)(b), and a personnel issue per RCW 42.30.110(1)(g).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 11, 2012

PRESENT: Councilmembers Ekberg, Guernsey, Perrow, Payne, and Kadzik and Mayor Hunter. Councilmember Young joined the meeting at 6:37 p.m.

CALL TO ORDER: 5:33 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 29, 2012.
2. Liquor License Action: a) Special Occasion – GH Historic Waterfront Association; b) New Application – State Liquor Store #150; c) Renewals: The Keeping Room, Hunan Garden Restaurant, Kinza Teriyaki, and Spiro's Bella Notte.
3. Agreement Tacoma Pierce County Health Department – 2012 Natural Yard Care Workshops.
4. Sehmel Right-turn Improvements – Consultant Services Contract/Lochner and Associates, Inc.
5. WWTP Landscape Maintenance Contract.
6. Twawelkax Trail Wetland Survey – Consultant Services Contract / Sitts & Hill.
7. Resolution No. 902 Adopting Findings of Fact for Denial of Appeal of Threshold Determination for Shoreline Master Program.
8. Cushman Trail Project – Local Agency Standard Consultant Agreement / H.W. Lochner, Inc.
9. WWTP Buffer Monitoring - Year One / Consultant Services Contract / Grette.
10. Approval of Payment of Bills: Jun 11, 2012: Checks #69805 through #69900 in the amount of \$522,950.92.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Payne – unanimously approved with Councilmember Malich abstaining from the vote on Item No. 7.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance - Hospital Benefit Zone (HBZ) 30-year Project List. Finance Director David Rodenbach introduced this ordinance that will amend the project list to allow the city to maximize the HBZ annual match benefit. He explained that the public hearing will be held at the June 25th meeting and offered to answer questions.

2. Public Hearing – Shoreline Master Program Update. Mayor Hunter announced that due to the number of people signed up to speak, the testimony would be limited to three minutes each. He introduced Planning Director Tom Dolan.

Planning Director Dolan gave a brief introduction asking people to keep in mind that if someone has already presented a concern, then all they need to say is they concur; the Council recognizes the issue.

Senior Planner Peter Katich explained that he is the Project Manager for the Shoreline Master Program Update and presented background information and an overview of the process. He addressed Council questions before introducing Harris Atkins.

Harris Atkins, Chair of the Planning Commission, gave a brief explanation of the lengthy process that the Planning Commission has gone through to review the draft SMP plan. Mr. Atkins recognized that the process was successful due to the input by the following: members of the community; Kim Van Zwalenburg from the Department of Ecology; Carol Holmaas, representing the Pierce County Stakeholders group; members of the Planning Commission; and the Planning Staff.

Mayor Hunter opened the public hearing and reminded the speakers to give their name and address, and to limit testimony to three minutes.

Heather McFarlane – PO Box 541, Burley, WA. Ms. McFarlane, Chair of the Friends of the Burley Lagoon, voiced concern with the proposed regulations that appear to favor major expansion to industrial aquaculture in their fragile lagoon. She described what has been happening since Taylor Shellfish has taken over the lease for shellfish operations at that location, and said they disagree with the proposed categorizing of Burley Lagoon as “Marine Deepwater” in Chapter 7 of the proposed update. Ms. McFarlane submitted a written statement for the record.

Dennis Reynolds – 200 Winslow Way West Ste 380, Bainbridge Island, WA. Mr. Reynolds, on behalf of Gig Harbor Marina, commended the efforts of the Planning Commission and Staff. He explained that his detailed comments have been submitted for the record and that he would summarize the points of concern that remain. He stressed the difficulty in keeping a balance between property rights and the protection of the aquatic environment. He said that there is a need to better define the designated critical areas for fish and wildlife conservation; you need a better job of impact analysis of the cause and effect; and you don’t need to regulate the built environment. He addressed Council questions.

Daniel Swain – 7707 Goodman Drive NW. Mr. Swain said the plan is fundamentally flawed; property owners have hired legal help and this will only be the beginning of legal disputes that confront shoreline property owners. He stressed that these rules and regulations are forever with no defined measure of effectiveness and no way to eliminate them if they are not. He described the regulations as a “feel good document” that accomplishes little for the environment. He stressed that two items must be corrected: first, reference to non-conforming must be eliminated to be consistent with state law. Second, he urged the City Council to correct the discrepancy between the designation of properties in the north and those cabins outside the mouth of the harbor

that are identified as low intensity. Mr. Swain submitted his written comments for the record.

Carolyn Celestino – 13224 Purdy Drive. Ms. Celestino voiced concern over the impact of the regulations on her and her neighbors. She asked for clarification on “mean high tide” and whether this can change during winter storms and how that affects the 10 foot setback requirements. Her second question was clarification on the regulation limiting temporary structures near the shoreline and what that allows. She said she is interested in learning more about property rights.

Laura Hendricks – 6723 Sunset View Drive. Ms. Hendricks, explained that she is a resident of Henderson Bay and Chair of the Sierra Club Marine Assistance Campaign, passed out copies of photos and spoke about their concerns with the expanded aquaculture provisions. She said that the upland regulations restrictions are being tightened to protect the shoreline, tidelands, and wildlife, but provisions are being made for an industry that will destroy these very things. She discussed the photos of geoduck development tubes, fencing of tidelands, massive amounts of plastic PVC, rusty rebar, and oyster bags from Totten Inlet; what she described as examples of what will happen if this industry is allowed in Henderson Bay. She continued to describe the effects to the bay if this industrial use is allowed, and urged the city to stand behind the citizens to keep Gig Harbor pristine and not allow this industry come into Henderson Bay.

Dorothy Walker – 3608 Forest Beach Drive. Ms. Walker spoke about the aquaculture regulations, saying that the plan talks about protecting public access, public views, and wildlife, but the section on geoducks and what it allows will destroy these things. She talked about kayaking on Henderson Bay and said she doesn’t want the access and views restricted by mussel barges, PVC pipes, and flotsam and jetsam floating around. She said that she understands that the property owners don’t own the tidelands, but the regulations would allow someone who leases the tidelands to raise geoducks to restrict public access to the beach and could leave her stranded in her kayak until high tide.

John Barline – 1301 ‘A’ Street, Tacoma. Mr. Barline commended the effort on this plan but said that there is a flaw in the lack of flexibility. He acknowledged that it would be difficult to determine in advance all potential situations, then went on to say that Gig Harbor has a tremendous waterfront with a fantastic history, and the nature of its waterfront character is its non-conformity. He said what is needed is the flexibility to allow a desirable project that doesn’t conform to the rules to move forward. He said that this happens a lot when ecology is involved. He talked about “land-banking” in which the property owner would deposit a sum that would be applied to another area in the city such as Donkey Creek, and which would allow the project to go forward.

Alexander Wilson – 12914 Purdy Drive NW. Mr. Wilson said his property overlooks Henderson Bay and he shares the same concerns voiced by Ms. Hendricks and Mr. Barline. He said that the elected officials have a responsibility and whichever way it goes you will have to live with the decision. He said there are a lot fish in Burley Lagoon and he wonders if anything is being put in place to protect them. Mr. Wilson stressed

that Henderson Bay has unmatched beauty that people come from all over to see, and so he looks to the council to do the right thing and to make sure it lasts a long time.

Jim & Etta Hill – 13112 Purdy Drive NW. The Hills asked if they are correct that the city does not have authority to enforce the current Shoreline Management Program on Henderson Bay. He said that they would appreciate the city's support of the enhancement of the natural environment on Henderson Bay, but if the city has no authority, then perhaps there is another forum for the citizens to address their concerns.

Councilmember Guernsey replied that permits obtained outside city limits, in the Urban Growth Area are issued by Pierce County. Councilmember Payne explained that if the city brings the area into the city limits, then our Shoreline Master Program would become the law for that area and so the citizens have a vested interest in the city's plan.

Mr. Hill responded that if the city continues to annex the unincorporated areas, it's in the city's best interest to try and influence Pierce County's plan to maintain strict development similar to what they are in Gig Harbor because ultimately you will have to live with the results of what Pierce County adopts now.

Councilmember Guernsey encouraged Mr. Hill and other residents to stay involved with Pierce County as they go through the process to update their plan.

Councilmember Young joined the meeting at 6:37 p.m.

Senior Planner Peter Katich commented that there are seven parcels along Henderson Bay that fall within city limits, and the RCWs allow the city to extend its jurisdiction to the center of the body of water that abuts these properties. He stressed that it would be in the residents' best interest to participate in the Pierce County process because that plan will be the one in effect until such time that the area is annexed into the city. He responded to the questions about whether the Council will adopt a plan similar to Gig Harbor's by saying the county has its own consultants, staff, and citizen groups involved and so there may be a different outcome.

Ron Lopp – 12722 Purdy Drive NW. Mr. Lopp said that Donkey Creek is not an aquaculture development and so he can't figure out why it's included in the proposed draft. He also said he can't figure out why Gooch Creek or McCormick Creek at the shoreline north of Henderson Bay is under consideration, and Purdy Creek at the south end is recommended to be upzoned to Urban Conservancy when they are both fragile areas; McCormick Creek is one of the most underdeveloped natural shoreline around. Mr. Lopp addressed the comment that the plan lacks flexibility by saying that he's never seen a proposed plan with so much flexibility; there is nothing mandatory in there and because of the Conditional Use Permit provision, it doesn't prohibit anything. He said he would work on a list of deficiencies, adding that the draft plan is a good start but shouldn't be adopted until finished.

Mayor Hunter called for a five minute break at 6:47 p.m. The meeting reconvened at 6:55 p.m.

David Boe – 705 Pacific Avenue, Tacoma. Mr. Boe summarized the concerns submitted in his letter by saying that the goals and the proposed regulations of the draft plan do not meet; specifically regarding the vegetation conservation buffer and how it's applied. He explained that he prepared an overlay of the proposed buffers, along with the existing zone code requirements, on an existing piece of waterfront commercial property. He said that results in conjunction with the building size limitations, result in a maximum 6,000 square foot building footprint. This would not incentivize commercial development, and the Waterfront Commercial would become residential over time. He asked Council to take the time to test the regulations on real sites to determine if it meets the goal of both the Comprehensive Plan and the Shoreline Master Program.

Jo Jensen – 11022 56th Street, Gig Harbor. Ms. Jensen explained the difficulty they have experienced to protect their land and the water while remodeling a cabin on Burley Lagoon located 35 feet from the water and 50 feet from a salmon spawning stream. She said it is disturbing to find out that people now will be allowed to do pretty much anything in front of her cabin when they have had to meet so many restrictions. She said that people chose to come here for Gig Harbor's image; they come and take pictures of the oyster farming with its shells. She stressed that plastic tubing and netting is not appealing and although it's not the city jurisdiction today, what happens affects the big picture. This could result in the loss of their land, the tax base, and reduce the value of property. She asked for Council support.

Janey Aiken – PO Box 206 / 15012 Sherman Drive, Burley. Ms. Aiken explained that her family has lived on Burley Lagoon for 28 years and during this time the Western Oyster Company has farmed oysters and clams the old fashioned way; that's been fine and the residents can live with that. In March, 2012 Taylor Shellfish leased the tidelands and expanded the shellfish operation. This expansion has the potential to destroy Burley Lagoon and negatively affect the two creeks, Purdy Creek / Burley Creek that are salmon bearing streams. Ms. Aiken explained that modern shellfish farming includes clearing the beaches of sea stars, red rock crabs, cockles, horse clams, moon snails, and other creatures that people love to see but are determined to be "pests" to the shellfish. She also said that modern shellfish farming adds acres of clam wraps which is nettings over clam bags. She asked for the city to protect the native species and shoreline environment.

Bob Frisbie – 9720 Woodworth Avenue. Mr. Frisbie said he agreed with Dennis Reynolds on the lack of cause and effect in the White papers. He also agreed with David Boe about the need to test the regulations on real-life property. He summarized the points in his letter to Council: 1) Have the entire SMP footnoted to the technical / white papers so you can go back to the information to determine how it was used to develop the regulation; 2) Do away with soft armoring requirement; it doesn't work; 3) don't allow adaptive reuse of netsheds due to enforcement issues and tsunami threat; 4) Individual property rights on public access; 5) Do away with setbacks from the

ordinary high water mark – live with what you have; 6) Impervious lot coverage – what is the reason? 7) Specifics on sanitary pumpout – no cause and effect cited, and you haven't taken the other contaminants into consideration; 8) Commercial fishing - with the exception of parking, whatever is required of a marina property owner should be required from the commercial fishermen; their income is far greater.

Councilmember Young explained that the Department of Ecology required shoreline setbacks. He asked Mr. Frisbie if he knew of any authority that would allow the city not to have them. Mr. Frisbie responded by asking what authority DOE has to require the setbacks. He said that he has been asking this for thirty months and his questions go unanswered. The plan adopted in 1994 eliminated the setbacks from high water, so what has changed? Councilmember Young then asked if the city should ignore the DOE comments. Mr. Frisbie said the city should say that the setbacks don't apply for the City of Gig Harbor and let them explain why it's necessary. He said that in his opinion, the setbacks are there for no other reason than for public access; for people to cross your property.

Irene Hanley – 7815 Goodman Dr. NW. Ms. Hanley explained that you cannot use the terminology “non-conforming uses” since SB 5154 and SB 5083 passed in May, 2011. She said she understands comments made by Mr. Boe about “real-life circumstances.” She used her property on a bluff overlooking Colvos Passage as an example, explaining that if they were to follow the 100' and 50' setback requirements, their house would be back so far it wouldn't have a view, but they would still be required to pay the view property taxes. She said that you must take the lay of the land and the topography into consideration; you can't just expect everyone to conform. Ms. Hanley said that you need to look into this because you are taking away the use of the property, adding that it makes it difficult to sell your property.

Bob Paradise – 4109 62nd Street NW. Mr. Paradise explained that he windsurfs, kayaks, and is a scuba diver, and talked about the incompatibility of aquaculture in Henderson Bay with recreational users. He said that Henderson Bay is a premier site for windsurfing; they used to hold an April Fools regatta but because of the commercial geoduck aquaculture twelve years ago, they couldn't ensure the safety of the windsurfers and it was cancelled. He talked about efforts to promote both regional and national windsurfing events, but the hazards have prevented this. He mentioned several things he has witnessed as a result of the aquaculture farming: several windsurfers injured and equipment damaged from hitting debris; Purdy Boat ramp monopolized by commercial vehicles; Purdy Bridge damaged by barge; the beach is used for staging areas and kids play around the equipment; swimmer entangled in netting and could have drowned; kayakers quit using bay due to fear of impalement from rebar; 800 foot of rope tangled in his boat propeller; and beach littered with piles of debris. He said that the operators' standard response is “you can't prove it came from my operation.” Mr. Paradise voiced appreciation for the opportunity to speak.

Melinda Stewart – 2813 and 2811 Harborview Drive. Ms. Stewart said that they have two cabins built in the 1920's; both built right on the bulkhead with no setbacks. She

explained that she has been part of this process since the beginning, adding that Peter Katich and Michael Fisher have been very helpful by listening to her concerns. She pointed out two things that she is thankful for: 1) the Protection of Rights Provision in Chapter 6; and 2) Provisions for hardship on unusual properties which allows you to rebuild on the same footprint. She commended the city then said that the test will be if something happens; but with these changes she is hopeful.

Brad Newell – 8314 131st St. NW. Mr. Newell voiced concern with the environment, provided documents showing the location of eelgrass and herring spawn in Henderson Bay and Burley Lagoon. He gave an overview of how the number of herring spawn has increased per biologist surveys performed in 2008 (496 tons), 2009 (125 tons), 2010 (500 tons), and 2011 (711 tons). Mr. Newell explained that millions of gallons of water flush in and out of Burley Lagoon twice every day and the current moves an abundance of nutrients. He stressed that commercial aquaculture has resulted in an increase in the number of people in the lagoon and asked that Council take this information into consideration when they make a decision.

Don Hanson – 12706 Burnham Drive. Mr. Hanson said that his property is directly affected by the aquaculture, and commented that only 10-15% of Henderson Bay is in city limits. He stressed that it is inconceivable that the city would allow an industrial type of aquaculture in front of private residents. He said he has seen the pictures of what happened in Thurston County; it's a garbage dump. He said that the tide goes out approximately 100-150 yards and if a geoduck farm is allowed it would stretch 150 yards times whatever width is there. He said he is a wind surfer also and it's very dangerous to have to walk over the steel bars, and to not have access to the shoreline. He encouraged Council not to allow the industrial use of aquaculture in a residential area. He mentioned that he submitted a two-page letter of comments for the record.

Laurie Peterson – 15114 Sherman Dr. NW. Ms. Peterson, who lives on the uplands of Burley Lagoon, explained the purpose of the original Shoreline Management Act was to prevent damage to the natural environment, protect the natural character of the Washington shorelines, and to promote public access and provide opportunities to enjoy views and recreational activities. She said that as a lay person, she can't adequately decipher the real and permanent consequences of these updated proposals, but wished to share her concerns. She said that she is confused by the contradictions and cross purpose of many of the requirements: 1) Soft armoring is required in order to protect salmon habitat but geoduck harvesting is located in the direct path of this same habitat; 2) Liquefying the tidelands during geoduck harvesting is allowed when the process kills the existing natural wildlife; killing many to get to one is contradictory and unconscionable; and 3) Allow the fragile estuary to be commercialized beyond its current level when it's already too polluted for shellfish harvest. Ms. Peterson stressed that at the same time the upward regulations are being tightened, they are being loosened seaward for private interest. Industrialized commercial harvesting for geoducks and mussels will affect the very environment that the regulations are supposed to preserve and protect. Allowing extensive shellfish farming doesn't make sense if there is fidelity to the goals established by the SMP in the 70's. She said that

Gig Harbor is a magnificent place with precious tidelands and we all are stewards; the city has profound influence on what will happen. She finalized by saying the intent of the plan remains the same: prevent damage to the natural environment; protect the natural character of the shorelines, and promote public access and recreational activities.

Marty Grey – 6804 149th St. Ct. NW. Ms. Grey acknowledged that Gig Harbor doesn't have control over Burley Lagoon or most of Henderson Bay, but said she hopes that the city will have some influence over Pierce County. She said she has lived on Burley Lagoon for 15 years and shared her background. She explained that she understands government function and when it's in trouble of being overwhelmed by misguided regulations. She described the numerous sustainability projects with the Department of Correction and compared that with what will happen if Burley Lagoon is destroyed. She said that if you don't want this in the harbor, they sure don't want it in Henderson Bay or Burley Lagoon. Ms. Grey talked about her and the neighbor's grandchildren kayaking and exploring the shoreline and asked the city to please back them.

Wis Macomson – 6110 88th Ave. NE, Olympia. Mr. Macomson explained that what happens in Totten Inlet affects his property on Johnson Point 18 miles away. He stressed that if aquaculture occurs in Henderson Bay and Burley Lagoon, it will degrade the marine environment. He described the harvesting operations on both sides of his beach, adding that nothing lives on the beach since the operation went in. He said that the city has an opportunity to affect the quality of life, but in order to do so, you have to institute regulations on what happens on an industrial scale. Mr. Macomson said he understands that the aquaculture industry likes to paint an image of a family farm but the better comparison is a feed lot. He said that if the images that have been presented are not enough, to contact him and arrange a time to see first-hand the affects of this farming before any decisions are made. He asked Council to think long and hard before you pass these regulations as proposed.

Mayor Hunter announced that there were no other names on the sign-up sheet and asked if anyone else would like to speak.

Scott Wagner – 11024 54th St. NW. Mr. Wagner explained that he is here to request help to correct the zoning for his building located on a small piece of property next to Peninsula High School. He said that it was previously rezoned educational making the tenant a non-conforming use. He said he is working with Pierce County and wonders if during the process of adopting the SMP this piece could be kept mixed-commercial use designation. He said he would check with staff next week.

John McDonald – 14410 Sherman Drive. Mr. McDonald asked for a show of hands in the audience of how many were present due to concerns with aquaculture and asked Council to be aware of all problems that will emanate from the area around the Purdy Commercial spot, by the old oyster mounds where Taylor Shellfish is going to base their operation. He said that they are all stakeholders and passionate about saving the tidelands. He asked Council to please address these concerns with commercial shellfish farming.

Councilmember Ekberg recommended that staff address the primary areas of concerns heard this evening and come back with recommendations. He described his fifty-year personal experience with aquaculture on property at the mouth of Minter Creek. He explained that Minterbrook Oysters has been harvesting there for years; but it is totally different than the new type of shellfish farming that the state is promoting and at odds with our shoreline plan. He said he would be interested in staff's input.

Delores Brown – 12622 Burnham Drive NW. Ms. Brown submitted a letter and photo of oyster bags along her beach which she described as 2 foot square with fine-mesh netting and they weigh eight pounds. She explained that there are seven of them, and it galls her that she has to carry up the garbage from this million dollar industry.

Irene Hanley shouted out that Senate Bill 5083 was replaced by SB 5451 so you don't have to read both.

Planning Director Tom Dolan said that staff and the city attorney are recommending keeping the public record open for another seven days until June 18th at 5:00 p.m. to allow additional written testimony.

Mayor Hunter closed the public hearing at 7:43 p.m.

Councilmember Malich asked for clarification of the process from this point. Mayor Hunter said there would be another public hearing at the first reading. Mr. Dolan clarified that there is no requirement for an additional public hearing and staff is not proposing one. He said the ordinance to adopt the plan will have a first and second reading in September.

Councilmembers discussed the need for an additional public hearing and decided to wait until staff comes back with recommendations to address the concerns voiced tonight. If no substantial changes are made, then another public hearing is not necessary.

STAFF REPORT:

City Administrator Denny Richards complimented what he described as "an incredible staff." He recognized the following as examples: The sizable work on the SMP plan by Tom Dolan and Peter Katich; the articles about Gig Harbor in the Smithsonian and LA Times as a result of Laureen Lund and Karen Scott; the favorable article in the News Tribune regarding the compliance with the open records laws exhibited by our Municipal Court; and full-funding for the Cushman Trail Extension as a result of the hard work by Emily Appleton.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich asked if there would public input on the Cushman Trail. Denny Richards said there would be discussion on what type of bridges would be used.

Councilmember Young apologized for joining the meeting late, explaining that the Pierce Transit Boundary meeting ran late. He said there will be a ballot measure for .3% sales tax in November. If this does not pass, the question will be whether or not we have public transit. Gig Harbor would lose service and most outlying communities would retain some service. He described the efforts to work through changes in the system and asked that any suggestions or comments be forwarded to him.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Downtown Planning and Vision Committee: Tue. Jun 12th at 4:00 p.m.
2. Finance / Safety Committee: Mon. Jun 18th CANCELLED
3. Operations and Public Projects: Thu. Jun 14th at 3:00 p.m.
4. Boards and Commission Candidate Review: Mon. Jun 25th at 4:30 p.m.
5. Downtown Planning and Vision Open House: Wed. Jun 27th at 4:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(1)(b). Mayor Hunter, City Councilmembers, City Administrator Denny Richards, Planning Director Tom Dolan, and City Attorney Angela Belbeck were in attendance. It was announced that action may be taken after the session.

MOTION: Move to adjourn to Executive Session at 7:52 p.m. for approximately 40 minutes for the purpose of discussing pending litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(1)(b).
Payne / Perrow – unanimously approved.

MOTION: Move to return to regular session at 8:30 p.m.
Payne / Kadzik – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:30 p.m.
Payne / Kadzik – unanimously approved.

CD recorder utilized: Tracks 1002 – 1044

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: April 4, 2012 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Nick Tarabochia, Heidi Holmes, Kyle Rohrbaugh and Stephanie Payne;
Staff Members: Rob Karlinsey, City Administrator, Public Works Superintendent Marco Malich and Community Development
Assistants Terri Reed and Nancy Nayer.

Others Present: Sergeant Kelly Busey, GHPD

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of March 7, 2012 Meeting Minutes	MOTION: Move to approve March 7, 2012 minutes as presented. Tarabochia / Payne - unanimously approved
OLD BUSINESS:		
Crescent Creek Playground Project Update	Commission member Payne gave an update on the playground project. She confirmed that they received a \$20,000 PEG grant from PenMet Parks. Shane's Inspiration will have a bubble design concept ready by April 16 th and they are planning a fundraiser salon at a waterfront home on June 14 th , which will include a Harbor WildWatch element.	Commission member Payne will update City Council on the project on April 23 rd . Joint meeting with City Council to be scheduled in May to discuss expectations on park funding.
Parks Appreciation Day	Public Works Superintendent Malich gave details on the park projects and volunteer groups that have been assigned.	Site leader meeting will be held with City Staff the week before Parks Appreciation Day.
Old Burnham Road Properties Update	City Administrator Karlinsey gave an update on the progress of acquiring these parcels from Pierce County. The transfer proposed requires that the McCormick Creek basin retain its natural habitat. The property contains fish weirs that would have to be maintained by the City.	Senior Engineer Jeff Langhelm will be invited to attend May meeting to give on update on the project.
Harbor Hill Park Property – Park Development Process/Schedule	City Administrator Karlinsey explained the timing for designing this park property. The next RCO grant cycle is in 2014. The first step will be public outreach to determine the Parks Commission's recommendation	Staff will check on scheduling Open House, survey, utility billing insert and scheduling on-site second public meeting.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	to Council as to the use of the property. An Open House could be scheduled possibly in May. On-line surveys are a possibility. Commission Chair Tarabochia would like to have a second public outreach meeting on-site. Commission member Payne asked about putting a survey in the utility billings. City Administrator Karlinsey mentioned that this project should be coordinated with the Harbor Hill Road extension.	
NEW BUSINESS:		
Derelict Boat Buoys and Future Buoy Park	Sergeant Kelly Busey with the Gig Harbor Police Department detailed an anchorage park concept for boats in the Harbor. He gave an update on the progress they have made with derelict boats and he explained that the City will be taking over jurisdiction of the entire Harbor water area from Pierce County soon.	
Election of Chairperson/Vice Chairperson		MOTION: Move to elect Nick Tarabochia as Parks Commission Chairperson. Payne / Holmes – unanimously approved MOTION: Move to elect Heidi Holmes as Parks Commission Vice Chairperson. Tarabochia / Rohrbaugh – motion passed.
PUBLIC COMMENT:		
NEXT PARKS MEETING:		May 2, 2012 @ 5:30 p.m.
ADJOURN:		MOTION: Move to adjourn @ 6:47 p.m. Tarabochia / Payne - unanimously approved

Joint Work Study Session
Gig Harbor City Council / Parks Commission
May 2, 2012
Community Rooms A & B
5:35 pm

PRESENT:

City Councilmembers: Steve Ekberg, Tim Payne, Ken Malich, Derek Young, Jill Guernsey, Michael Perrow and Paul Kadzik

Commission Members: Nick Tarabochia, Heidi Holmes, Kyle Rohrbaugh, Stephanie Payne

Staff: City Administrator Denny Richards, Public Works Superintendent Marco Malich, Wastewater Treatment Plant Supervisor, Darrell Winans, Special Projects, Lita Dawn Stanton and Community Development Assistant Nancy Nayer

Approval of Minutes of April 4, 2012 Meeting: Move to approve April 4, 2012 minutes as presented. Commission Chair Tarabochia – unanimously approved.

WORKSESSION

- 1. Parks Appreciation Day Update:** Marco Malich gave an update of the events that took place on Parks Appreciation Day, April 21, 2012. He also had a slide show playing showing activities and volunteers at each park involved in Parks Appreciation Day. He stated that it was a fun weekend and very well organized. He said that we had 160 volunteers this year that signed in. Councilmember Perrow provided a lot of trees that were planted at the parks. The Parks Commission and the Public Works Staff worked together as site leaders. Some statistics include: spreading 64 yards of material in all, resurfacing the baseball field at Crescent Creek Park, and cleaning up the holly orchard at Wilkinson Farm Park. He said that all of this work really helped jumpstart the summer season. Commission Member Holmes stated that their group planted about 100 trees at KLM Veterans Memorial Park. One of the volunteers who attended was familiar with planting trees and expressed to Commission Member Holmes that only 30% of the trees will likely survive. To increase the survival rate to 90%, Commission Member Holmes stated that we need to apply mulch and water regularly. Marco Malich said that that area is irrigated and that he will check with Dan Lilley on the frequency of watering. Commission Chair Tarabochia stated he was happy with the fact that we are planting trees. Marco Malich stated that we have had a pretty good survival rate when we have planted trees in the past within the wooded areas. Councilmember Perrow stated that the staff was really helpful organizing this event and said that it would be nice to have someone else or a committee work with Metro Parks in the future. Commission Member Payne asked Councilmember Perrow if he would continue to be the contact for Parks Appreciation Day. Councilmember Perrow agreed that he would continue to be the contact for this area.
- 2. Crescent Creek Playground Project Update:** Commission Member Payne gave an update on the playground project. She has been working with Shane's Inspiration on the preliminary budget and design which includes the design and placement of the boat. She added that the boat is a larger piece so that placement of the vessel is very important, and they will be adding other elements like swings, rotating merry-go-round

and an area for preschool aged kids. She stated that the next stage will be to go Landscape Structures and they will take all of the ideas and put them into a design layout. By the end of June, the design should be formulated. The budget over the last year for that particular vessel has increased in scope. The vessel itself is estimated to be about \$150,000. The vessel will be made out of a fiberglass and a cement material and will look very lifelike. She said that the poured in place surface is another area that we can increase or decrease in scope. The budget has grown from an average of \$275,000 to \$325,000. She has a list funding sources that are confirmed to date and the total is \$134,128. She said to also add on top of that the Shane's Inspiration design services of \$50,000 (in kind), and Landscape Structure's fee is an actual \$10,000, to total \$194,000. Lita Dawn Stanton is working on an RCO grant in which she will be asking for \$135,000. She should find out in October whether or not we receive the grant. Two other fundraisers are scheduled (possibly a 3rd) in July and October. Commission Member Payne estimates by the end of October we will have another \$120,000 if we receive the RCO grant of \$135,000 which would bring us to \$300,000. Commission Member Payne stated that the following presentations have been made to date: Pen Met Parks \$20,000 – received, AM Rotary - \$5,000 received (asked \$30,000), Rotary Midday, Rotary PM, Kiwanis – no donations made to date. She also said that they had applied for a grant from the Tacoma Rotary 8 and were denied (asked for \$20,000). She said that they approached Pierce County through Stan Fleming during their 2012 budget planning, but that was cut.

Councilmember Ekberg asked if there were informational signs at Crescent Creek Park explaining the project. She stated that there are.

Commission Member Payne also said that they will be selling bricks on June 2, 2012 at the Gig Harbor Maritime Festival. They are also raffling a trip on John Malich's boat for 4 adults on the Blessing of the Fleet Day. They are hoping to raise between \$3,000 - \$5,000 on the raffle.

Commission Chair Tarabochia wanted to clarify the priorities list of items at the Park (what has been eliminated or added). Commission Member Payne will add this topic to the June Parks Commission Meeting.

3. Additional Revenue for Parks Through Possible Developer Park Impact Fees:

Commission Member Payne asked the Council about Park Impact Fees and how those fees are determined. The current building permit fee for single residential construction is \$1,500. There is no Park Impact Fee for commercial construction. Councilmember Ekberg commented that the Council had looked at these impact fees in the past, and the traditional thought was that the residents use the parks. Councilmember Young stated that part of the reason we went through the Park Plan Update partly to prepare ourselves for any changes in the fees. Commission Chair Tarabochia also pointed out that the downfall to increasing impact fees could drive businesses away. The Councilmembers agreed that they will take a look at commercial impact fees, and also review the current impact fees.

4. Excess Park Impact Fees in 2011: Commission Member Payne brought up the subject of excess park impact fees. Mayor Hunter stated that according to Dave Rodenbach, the fees are rolled over. Commission Member Payne would like to present a Crescent Creek Playground Project update to Council in October, and have them consider park impact fees as an earmark for this project.

- 5. Harbor Hill Park Property:** Lita Dawn Stanton discussed the intent to file for an RCO grant in 2014 for the Harbor Hill Park Property Project for development of the park property deeded over to the City. It is her understanding that the \$50,000 also can be used against the grant. The Parks Commission will hold several public meetings to determine what type of a park the public would like to see. The process should start the summer of 2012 with 2 or 3 public meetings run by the Parks Commission. Commission Chair Tarabochia stated that he would like this to be a unique park and have the Parks Commission starting thinking outside the box. The Councilmembers expressed that there are multiple opportunities for this park to be connected to existing trails, etc. Councilmember Young said that he feels that the Harbor has a lack of field space and that this park will be near a growing area and new school and should be a multi-use park. The Council would like the Parks Commission to come up with ideas at their next Parks Commission Meeting. Councilmember Perrow stressed that field reservations need to be considered in the future. Lita Dawn Stanton said that there is not a timeline with RCO, it is budget determined. She suggested that it was reasonable to ask \$300,000 from RCO. Mayor Hunter expressed that that this would be a topic at the Council Retreat. Lita Dawn Stanton will put storyboards together for the next Parks Commission meeting and help the Parks Commission get started with the public meeting process and schedule dates to hold the meetings.
- 6. Jerisich Dock Expansion/Pumpout:** In April of 2010 we applied for a RCO BIG Grant program for Jerisich Dock. On May 19, 2011 we were awarded a Washington State Parks Grant to construct a portion of Jerisich Dock which included new pumpout equipment and allows for commercial use on the end of the dock. On May 23, 2011 Council approved an agreement with Washington State. We are now working with an engineer to design the dock. It is in the best interest of the City to add the extension at the end of the dock without adding additional pilings. The configuration discussed with the engineer is to bring the 15' x 25' extension (total square footage would be extended around the exterior). It was noted that this would be a 375 foot addition with a new pumpout placed near the end of the dock. The current plan was to angle the marina side slightly.

Lita Dawn Stanton said that the ability to have the grant pay for the pumpout, it must be located on the new grated portion of the dock. Councilmember Perrow would like the end of the dock squared off, but leave the angled portion the same.

Councilmember Malich stated that he would like to see the pumpout at Jerisich Dock become a year-round pumpout and that it would be less of an eyesore. Darrell Winans stated that it would be very costly to winterize the pumpout @ Jerisich Dock. Darrell Winans stated that a much better location for the year-round pumpout would be at the Maritime Pier. Lita Dawn Stanton has met the State. The State has said that they have \$850,000 set aside for the Clean Vessel Program. We would be in great shape to apply for a year-round pumpout facility on the Maritime Pier because it is "shovel ready".

The consensus is that the Maritime Pier (12' x 40') would be the location for a year-round pumpout. The match would be met by the money the City is putting into the Maritime Pier for the grant. Councilmember Malich stated that he wants to express a disagreement with this consensus.

7. Park Updates:

Wilkinson Farm House – Councilmember Kadzik asked what the master plan for the house at Wilkinson Farm is. Mayor Hunter stated that we would like to have a caretaker occupy the house. Marco Malich shared the improvements that are occurring in the interior of the house. Mayor Hunter shared that he is very pleased with Marco and the Public Works crew and that they have done an excellent job with the house.

Alternative Transportation in the Harbor - Commission Chair Tarabochia commented that it would help out tremendously if we had a transportation system in the summertime throughout the City to transport boaters to stores, people to and from the Boys & Girls Club or City Parks, etc.

Councilmember Payne said that we tried out this system when Gretchen Wilbert was Mayor. Councilmember Young stated that this did not work well. Mayor Hunter said that the City had rented a couple busses, but the ridership was very low. Laureen Lund work on this project. Councilmember Ekberg said that this was a great idea, but not self-sustaining. Councilmember Kadzik stated that a rubber wheeled trolley would be a great idea.

Crescent Creek Park - Councilmember Payne would like the Parks Commission to start to think about a broader master plan to integrate the Rohwer property and the possible acquisition of the property between the volley ball courts and the baseball field. Councilmember Payne would like to see some funds put towards this master plan in the next couple years. Commission Member Payne stated that parking is a real issue at the park currently.

KLM Veterans Memorial Park – Councilmember Payne said that when he drives past KLM Park, he rarely sees the park in use. Councilmember Young said that at different times during the day, the park is used by different groups. Marco Malich stated that the hope was to add additional uses for the park in the next phase, such as the ½ court basketball court. The vandalism has been reduced by the use of cameras that are moved around to high target areas of the City. Councilmember Payne feels that he really would like to see the basketball court funded because it will draw a greater presence to the location.

Councilmember Payne would also like to see the fields have a scheduling system. There many times that the field is dismissed because groups that cannot rely on the field, because they cannot rely upon it being available for practice. He would like the Parks Commission to find a way that the park could be used more. Commission Member Tarabochia would like to see more signage directing people to the park. Councilmember Ekberg stated that if the park is scheduled, then not just anyone can use it. Maybe we can come to some sort of balance like scheduling at certain times. Commission Member Holmes said that the older adult usage could increase with better paths and trails. This item will be added to the next meeting schedule to discuss this topic further.

Old Burnham Drive Property - Councilmember Perrow would like to see what activities will be allowed at the properties. PC will be turning the property over to the City. It is a little vague as to what activities are allowed. It would be nice to have clarity on the limitations of the property. Denny Richards will be the liaison on this topic.

Sandspit Property – Denny Richards has talked to the Coast Guard. He said that they are just waiting to get the proper legislation through the Federal Government. There is no problem with acquiring the property.

Harborview Drive Street End Ferry Dock – Commission Member Rohrbaugh commented about the maple trees that are growing up and blocking the view at the Ferry Dock of the sandspit and lighthouse. Denny Richards stated that the trees are on private property and have recently been trimmed back. Commission Member Rohrbaugh was speaking to one of the property owners and they believe that a portion of the trees are on City property.

ADJOURN

Meeting adjourned at 6:50 p.m.



**CITY OF GIG HARBOR
PLANNING AND BUILDING
COMMITTEE MEETING - MINUTES**

DATE of MEETING: June 4, 2012
TIME: 5:15 pm
LOCATION: Planning/Building Conference Room
MEMBERS PRESENT: Councilmembers Guernsey, Kadzik and Young
STAFF PRESENT: Planning Director Tom Dolan and Senior Planner Jennifer Kester
OTHERS PRESENT: Kathy Glaser and Bill Lucason

1. ELECTION OF CHAIR

DISCUSSION POINTS

Jill Guernsey nominated Paul Kadzik and Mr. Kadzik accepted the nomination.

RECOMMENDATION / ACTION / FOLLOW-UP.

Paul Kadzik was elected Chair.

2. HOME OCCUPATIONS

DISCUSSION POINTS

Ms. Glaser stated that she was hoping the city could look at something that would allow people to have a dual purpose property since so many homeowners are under water in this economy. She distributed pictures of the properties and noted that many of the homes are rather sad. Mr. Kadzik stated that he was on the Planning Commission when the Uddenberg building was rezoned. He noted that at the time it was very controversial but that ultimately it was decided that on a busy corner property it was unlikely anyone would build a home. He felt that the Council had wanted the rest of Grandview to remain residential. Ms. Kester went over the transitional use section of the code; however, she noted that the lot is not large enough. Ms. Guernsey stated that she had heard the council say that they really wanted the neighborhood along Grandview to remain residential. Mr. Lucason brought up the issue of signage and Mr. Dolan pointed out that you still have to live in the residence or it is not a home occupation. Mr. Young noted that he had thought about whether there could be some kind of a conditional use or

transitional use and that he had looked at codes in other cities. He stated that the problem is always about parking and traffic. Ms. Guernsey stated that you would still have to change the Comprehensive Plan designation. Ms. Glaser stated that she is not living in the home and is only meeting clients periodically. Ms. Kester stated that if she were allowed to have some signage perhaps she could sell it as a home with an office.

Ms. Kester noted that home occupations in transition zones could perhaps be allowed to have a portable sign. She noted that this is not a short term fix as the Planning Commission has a lot on their agenda. Ms. Guernsey cautioned Ms. Glaser that going through this process does not guarantee that this will be approved.

RECOMMENDATION / ACTION / FOLLOW-UP.

Move item forward to the full council to see if they would like to put signage for home occupations on the Planning Commission's work program.

3. SETBACKS FOR PARKS

DISCUSSION POINTS

Ms. Kester stated the councilmember Malich had suggested that perhaps parks should be exempted from setbacks. Ms. Guernsey discussed the purposes for setbacks. She stated that they would need to be clear on what the rationale would be for reducing the setbacks. Mr. Young stated that setbacks in parks don't really benefit the public, as having structures to the sides of the property would provide more open space and view corridor. Mr. Dolan noted that anything closer than 5 feet could get you into building setback issues requiring fire walls, etc. Ms. Kester noted that in Public Institutional zones there are no setbacks for parks. Mr. Young noted that it in some cases it is appropriate for public use to have different standards than private use.

RECOMMENDATION / ACTION / FOLLOW-UP

No action was taken as a 5 foot setback seemed reasonable.

4. FOOD CARTS

DISCUSSION POINTS

Ms. Kester stated that the feasibility of having a committee look at food carts in the city right of way had been discussed. She pointed out the difference between food carts and food trucks. Ms. Guernsey said she had heard that the concept of food trucks is great during the summer but perhaps not downtown. Mr. Young said he wasn't opposed to having it downtown just as long as it wasn't in on street parking. Mr. Kadzik suggested that perhaps you only allow a few and only run by existing businesses. He cautioned on

the competition to already existing businesses. Mr. Young noted that it has been shown that sometimes they attract more people and it helps surrounding businesses. Ms. Guernsey asked if other small towns are allowing them. Mr. Dolan stated that usually food carts don't pencil out for a smaller town because they need more volume. It was discussed whether a food truck could park in a private parking lot. Ms. Kester pointed out that food carts are allowed in common areas.

RECOMMENDATION / ACTION / FOLLOW-UP

Staff will research other small town ordinances and analyze the code regarding food trucks in private property parking lots.

5. DEVELOPMENT AGREEMENTS FOR DEMONSTRATIONS PROJECTS

DISCUSSION POINTS

Ms. Guernsey explained that currently we only allow development agreements that deviate from the code when they relate to Gig Harbor North. She suggested that perhaps we should discuss the possibility of allowing this in other areas of the city in order to promote revitalization. Mr. Kadzik asked if that would then make it so we had to allow them. Ms. Kester said no, you would have to agree to the issues within the agreement and it would take a majority plus one of the council. Mr. Kadzik asked if this would also apply to cottage housing. Ms. Kester stated that although it would be better to have a cottage housing ordinance, a development agreement could help. She noted that council limited the location of deviations. Discussion was held on how to limit it, whether it should just be the downtown, the DB zone or waterfront zones. Mr. Dolan stated that a legal description could be written to describe the area rather than just using zones to define it. Mr. Young asked how you limit the number of demonstration projects and Ms. Kester said that yes, you could say that the council is only allowed to enter into 2 development agreements for demonstration projects. Mr. Kadzik said he had seen this in other jurisdictions where they said they had certain areas for demonstration projects and then you wrote into the ordinance that it would be reevaluated after the conclusion of the project. Mr. Young cautioned that whatever we allow it needs to fit within our vision. Mr. Dolan noted that the criteria could be written to be consistent with the adopted vision for downtown and that the vision should be done in the fall.

RECOMMENDATION / ACTION / FOLLOW-UP

Mr. Dolan stated that staff will work the City Attorney to have something for their review in September/October.

6. MEDICAL CANNABIS COLLECTIVE GARDENS

DISCUSSION POINTS

Mr. Dolan stated that the Planning Commission will be presenting their recommendations on extending the interim ordinance. He then briefed the committee on the work done by the Planning Commission and how they came to their recommendation.

RECOMMENDATION / ACTION / FOLLOW-UP.

None needed – information only.

7. RAILINGS IN THE HISTORIC DISTRICT

DISCUSSION POINTS

Ms. Kester illustrated the current regulations for railings within the historic district. She stated that there have been several issues with property owners wanting to have other designs and getting a director's alternative. Additionally she noted that railings for piers and gangways have also been an issue because of the way the code is written. She stated that staff is hoping to go to the Design Review Board and get a recommendation on new standards for railings in the Historic District. Ms. Guernsey wondered if there was a need to be so restrictive for residential. Mr. Dolan also noted that it costs \$420.00 and takes 6 weeks to get a design departure from the Planning Director. Ms. Kester also added that it is very difficult to enforce if people change out their railings. Mr. Kadzik agreed with taking it to the Design Review Board but disagreed with just letting people have whatever type of railing design they wanted. He stated that he felt that along the water is different than along Harborview Drive. Some examples were discussed. Mr. Young said he was in favor of opening it up as he didn't want to control this for single family homes.

RECOMMENDATION / ACTION / FOLLOW-UP

Staff will bring this item to the Design Review Board

OTHER BUSINESS

Mooring Buoys in the Harbor

Ms. Guernsey said that there has been some discussion on having a harbormaster and providing more mooring buoys in the harbor and that it was going to be discussed further at the next Downtown Planning and Visioning Committee meeting.

Upcoming meetings were discussed. August 6th will be the next regularly scheduled Planning and Building Committee meeting at 5:30.

Meeting adjourned at 7:15 p.m.



Business of the City Council
City of Gig Harbor, WA

Subject: Donation of Narrows Bridge Photo

Proposed Council Action:

Adopt an ordinance accepting the donation of a framed photograph of the Narrows Bridge for public display at this first reading.

Dept. Origin: Administration
Prepared by: Denny Richards
For Agenda of: June 25, 2012

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: GLH 6/12/12
Approved by City Administrator: R-6/12/12
Approved as to form by City Atty: By e-mail
Approved by Finance Director: [Signature] 6/12
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$0	Budgeted N/A	Required N/A

INFORMATION / BACKGROUND

The City has received a request from Mrs. Judy Oke, wife of late State Senator Bob Oke, to donate a framed photograph of the New Narrows Bridge to be used for public display.

The city may accept by ordinance any donations of money or property per RCW 35.21.100.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Motion to adopt an ordinance at this first reading, accepting the donation of a framed photograph of the Narrows Bridge for public display.

ORDINANCE NO. 1241

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING THE DONATION OF A
FRAMED PHOTOGRAPH OF THE NEW NARROWS
BRIDGE FOR PUBLIC DISPLAY.

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money or property donated by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a request from Mrs. Judy Oke, wife of late State Senator Bob Oke, to donate a framed photograph of the New Narrows Bridge to be used for public display in; now, therefore,

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

Section 1. **Acceptance of Donation.** The City Council hereby accepts the donation from Judy Oke to be used for public display.

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

Section 3. **Effective Date.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 06/06/12
PASSED BY THE CITY COUNCIL: 06/25/12
PUBLISHED: 06/27/12
EFFECTIVE DATE: 1241



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution No. 903 – Sole Source Purchase of Equipment

Proposed Council Action: Approve the Resolution waiving competitive bidding for the purchase two Diesel Powered Dri-Prime Screw Centrifugal Pumps, with APSCO as the sole source supplier, and authorize the Mayor to execute a purchase order necessary to purchase the Diesel Powered Dri-Prime Screw Centrifugal Pumps for Lift Stations #4 & #8.

Dept. Origin: Public Works/WWTP

Prepared by: Darrell Winans DW
Supervisor

For Agenda of: June 25, 2012

Exhibits: Resolution No. 903 & Exhibit A

Concurred by Mayor:	Initial & Date <i>cut 6/18/12</i>
Approved by City Administrator:	<i>R-6/18/12</i>
Approved as to form by City Atty:	<i>ok'd by email</i>
Approved by Finance Director:	<i>6/18/12</i>
Approved by Department Head:	<i>6/18/12</i>

Expenditure	Amount	Appropriation
Required \$ 190,323.11	Budgeted \$ 2,606,000.00	Required \$0

INFORMATION / BACKGROUND

These APSCO WEMCO Diesel Powered Dri-Prime Screw Centrifugal Pumps are budgeted for in the 2012 City of Gig Harbor Budget. These new Diesel Powered Dri-Prime Screw Centrifugal Pumps will replace the existing Genset generators at Lift Stations #4 and #8. The Diesel Powered Dri-Prime Screw Centrifugal Pumps are currently used at other lift stations within the City and have provided pumping of large and fibrous materials with great success over standards centrifugal impeller-type pumps. APSCO is the sole source supplier of the product, as there is no known equal.

FISCAL CONSIDERATION

The cost for these Diesel Powered Dri-Prime Screw Centrifugal Pumps is \$190,323.11 including sales tax, which will be funded by the 2012 Budget.

The 2012 City of Gig Harbor Budget includes funding for these replacements in the Wastewater Division Operating and Capital budgets. The budget summary for this item is provided in the table below:

(2) APSCO Diesel Powered Dri-Prime Screw Centrifugal Pumps	\$175,413.00
8.5% Sales Tax	\$14,910.11
TOTAL	\$190,323.11

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Resolution waiving competitive bidding for the purchase two Diesel Powered Dri-Prime Screw Centrifugal Pumps, with APSCO as the sole source supplier, and authorize the Mayor to execute a purchase order necessary to purchase the Diesel Powered Dri-Prime Screw Centrifugal Pumps for Lift Stations #4 & #8.

RESOLUTION NO. 903

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR PURCHASE OF TWO DIESEL POWERED DRI-PRIME SCREW CENTRIFUGAL PUMPS FOR LIFT STATIONS #4 AND #8 FROM APSCO.

WHEREAS, the City of Gig Harbor is in need of replacing two aging Genset generators with standardized Diesel Powered Dri-Prime Screw Centrifugal Pumps at Lift Station #4 and #8; and

WHEREAS, the Diesel Powered Dri-Prime Screw Centrifugal Pumps would provide needed pump-around capability that is currently unavailable at Lift Stations #4 and #8; and

WHEREAS, the Diesel Powered Dri-Prime Screw Centrifugal Pumps would reduce noise levels that we currently receive citizen complaints on when the Genset generator is running; and

WHEREAS, the Diesel Powered Dri-Prime Screw Centrifugal Pumps will provide a reliable backup to aging pumps and electrical components; and

WHEREAS, APSCO is the sole source supplier for this product; and

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

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

Section 1. Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the purchase of two Wemco-Hidrosta Diesel Powered Dri-Prime Screw Centrifugal Vacuum Prime Pumps with no fluid bypass, as APSCO is the sole supplier of the product.

RESOLVED this 25th day of June, 2012.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK: 06/12/12
PASSED BY THE CITY COUNCIL: 06/25/12
RESOLUTION NO. 903

Exhibit A



APSCO, LLC

PO Box 2639 • Kirkland, WA 98083-2639

Ph: (425)822-3335 • Fax: (425)827-6171

E-mail: apsco@apsco-llc.com

June 18, 2012

Darrell Winans
City of Gig Harbor
Public Works
3510 Grandview Street
Gig Harbor, WA 98335

RE: Screwsucker Pump Sale Redundancy for Lift Stations 4 and 8, REV 1

Dear Mr. Winans,

Thank you for the opportunity to provide you with a proposal for our Screwsucker pumps model 104S and 150S for permanent installation at lift stations 4 and 8, respectfully. We have conservatively sized the pumping units for complete redundancy as you have requested. Please find pricing and unit specific characteristics outlined below.

Item	Description	Quantity	Unit Price	Total
A	<p>SCREWSUCKER MODEL 104S</p> <ul style="list-style-type: none"> • Hidrostal F4K-S Screw Centrifugal Pump • Conditions of Service 900 gpm @ 150 ft TDH • High Chrome wear parts • Externally adjustable wear liner • John Deere 4045TF280 Diesel • Electronic Dry Prime • Busch Electronic Vacuum System • <i>Automatic Level Controls</i> • Auto exercise timer • Whisper Quiet Galvanized Steel Noise Enclosure • Powder coated Blue finish • 8" flanged suction and 6" flanged discharge • 1 set of spare filters 	1	\$85,882.00	\$85,882.00
B	<p>SCREWSUCKER MODEL 150S</p> <ul style="list-style-type: none"> • Hidrostal F6K-S Screw Centrifugal Pump • Conditions of Service 1800 gpm @ 50 ft TDH • High Chrome wear parts • Externally adjustable wear liner 	1	\$89,531.00	\$89,531.00

<ul style="list-style-type: none"> • John Deere 4045TF285 Diesel • Electronic Dry Prime • Busch Electronic Vacuum System • <i>Automatic Level Controls</i> • Auto exercise timer • Whisper Quiet Galvanized Steel Noise Enclosure • Powder coated Blue finish • 8" flanged suction and 8" flanged discharge • 1 set of spare filters 			
Subtotal			\$175,413.00
Tax 8.5%			\$14,910.11
Total items A &B including tax			\$190,323.11

FOB: Kirkland, WA. Freight allowed to City of Gig Harbor WWTP
 Delivery 14-18 weeks After Receipt of Order
 Terms: 30% upon order, 60% upon shipment, 10% on startup. Checks/Purchase orders Payable to APSCO LLC
 APSCO, LLC standard Terms and Conditions of Sale
 Warranty: 2 year extended warranty included: 24 months from acceptance or 30 months from shipment.
 Sale includes: 1 set each electronic Operation and Maintenance Manuals, 1 day startup and training per location.

THIS QUOTATION DOES NOT INCLUDE: PIPING, INSTALLATION, VFD's, GAUGES, ANCHOR BOLTS, SEAL WATER SYSTEMS, OR TELEMETRY CONTROLS OF ANY KIND. THE ATTACHED GENERAL TERMS AND CONDITIONS OF SALES ARE INCORPORATED IN, AND MADE A PART OF, THIS PROPOSAL. THIS PROPOSAL WILL EXPIRE IN SIXTY (60) DAYS UNLESS EXTENDED IN WRITING BY APSCO.

We value your business and look forward to continue working with you. Please do not hesitate to call with any questions.

Sincerely,



Joe Kernkamp

Enclosures:
 104S Brochure
 150S Brochure
 Terms and Conditions of Sale



APSCO, LLC

PO Box 2639 • Kirkland, WA 98083-2639
Ph: (425)822-3335 • Fax: (425)827-6171
E-mail: apSCO@apSCO-inc.com

ORDER AGREEMENT

TO:	Mr. Darrell Winans		FROM:	Joe Kernkamp
Email:	winansd@cityofgigharbor.net		PHONE:	425-822-3335
Phone:	253-851-8999		DATE:	6/15/12
COMPANY	City of Gig Harbor		PAGES:	1 of 9
Customer Ref:			APSCO REF:	LS #4

The City of Gig Harbor Wishes to order From APSCO, LLC. One (1) Screwsucker model 150S as Describe in quote dated June 16th for installation as pump station redundancy at sewer lift station number 4.

This Order Agreement between the City of Gig Harbor, with offices loacated at 3510 Grandview St. Gig Harbor, WA 98335, and APSCO, LLC, with offices at 1120 8th st. Kirkland, WA 98033, establishes the terms and conditions of sale as follows:

1. Purchase Price: \$89,531.00 Lump Sum (includes freight, excludes taxes). Washington State Sales tax can be collected by APSCO, LLC at a rate of 8.5%
2. Shipping Terms: FOB Origin, Freight Included and allowed to the jobsite.
3. Payment Terms: 30% upon Order Placement, 60% upon delivery and 10% upon start up and training.
4. Warranty: The Seller warrants the unit until 12 months after the Owner acceptance of the product or until 18 months after delivery of such product to Buyer, whichever is earlier, that each product will be free of defects in material and workmanship. Seller will cause any products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

5. Ship to Address: _____
City of Gig Harbor WWTP

4216 Harborview Dr.

Gig Harbor, WA

98335

6. The attached APSCO terms and conditions of Sale shall apply to this order and are fully incorporated for reference.

I acknowledge that the foregoing represents the Order Agreement and our Acceptance of that terms stated above. Further, I hereby certify that I am authorized to bind the agency to contractual matter.

City of Gig Harbor

By: _____ DATE: _____

Print

Name: _____

Title: _____

Note: Your signed Order Agreement must be returned with 30% payment in order for us to commence with production. Thank you for your cooperation in this matter, please reply by email to jkernkamp@apsco-llc.com

Sincerely,

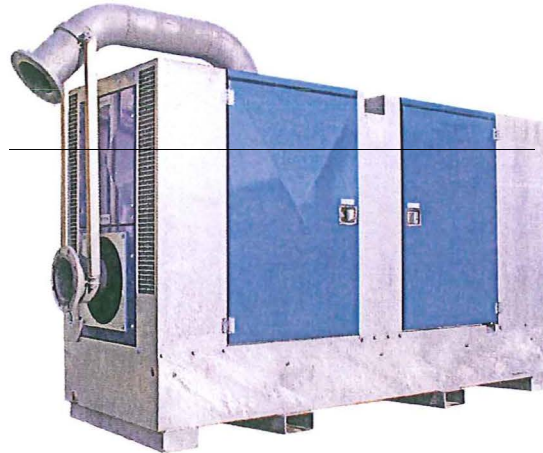
Joe Kernkamp
Vice President



SCREWSUCKER™

PUMPING BY APSCO

Model 150, Dry Running, Self Priming, Solids Handling Diesel Engine Pump System

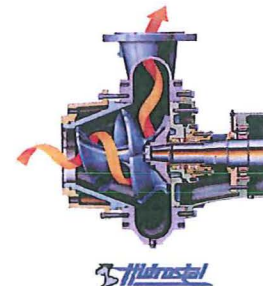


Properties:

- ▶ Clog resistant impeller and liner in wear resistant configuration.
- ▶ Impeller has large free passage of 4.5"
- ▶ Fuel consumption is 50% lower than conventional dirty water pumps with the same free passage.
- ▶ Large pump capacity combined with a low engine power rating.
- ▶ The pump set primes very quickly even at large suction heights.
- ▶ The vacuum system can handle large quantities of air. Up to 59 cfm, standard is 15 cfm.
- ▶ Capable of pumping unscreened raw sewage water.
- ▶ Capable of pumping viscous liquids.
- ▶ The wear liner can be adjusted from outside the pump R3 configuration.
- ▶ Choice of vacuum system mechanical or electronic.
- ▶ Pump is capable of long running times in snore conditions.
- ▶ Pump can dry prime down to 28 feet.
- ▶ Automatic start / stop system (level switching).
- ▶ Very low noise emission.
- ▶ Double shaft seal immersed in oil bath (sic/sic and carbon/ceramic)

Applications:

- ▶ Sewer Bypass
- ▶ Drainage of building sites.
- ▶ Well pointing and drainage lines.
- ▶ Flood prevention duties.
- ▶ Emergency pump station.



Technical specifications:

Discharge and suction connections
Capacity (maximum @ 1650 RPM)
Head (maximum @ 1650 RPM)
Pump type and manufacture
Engine type and make
Engine power rating
Engine starting system
Required pump power
Capacity diesel tank
Acoustic canopy

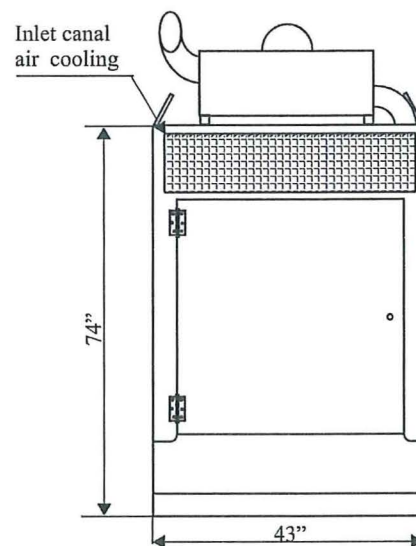
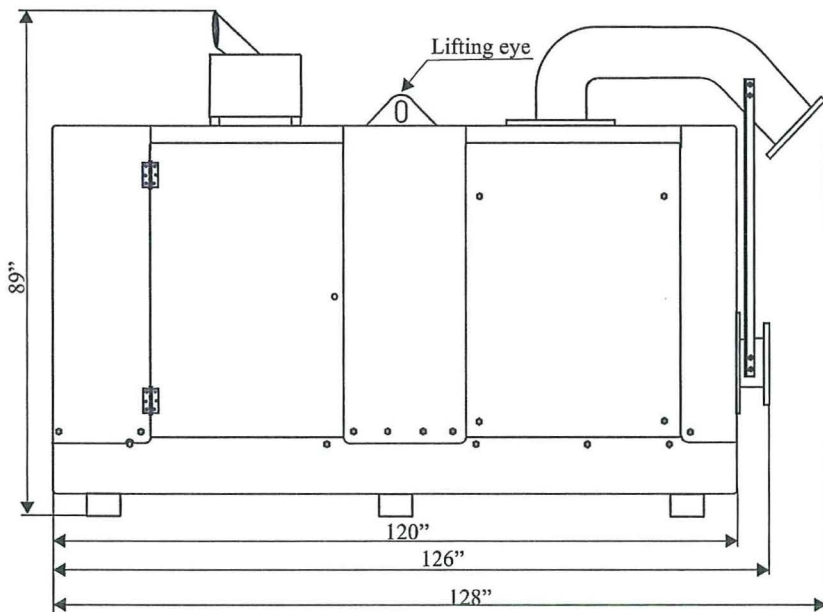
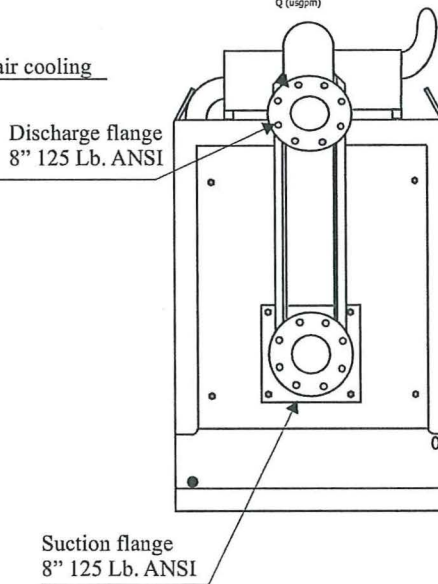
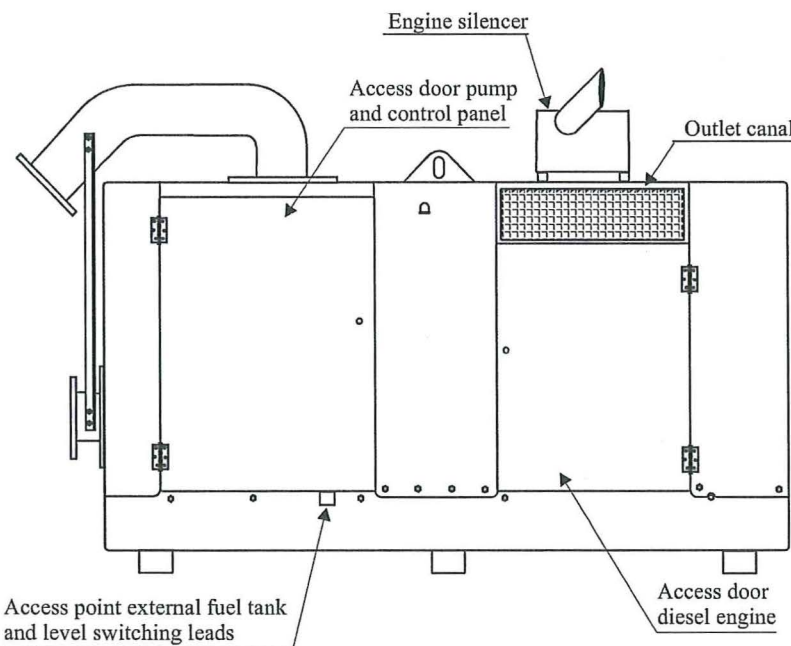
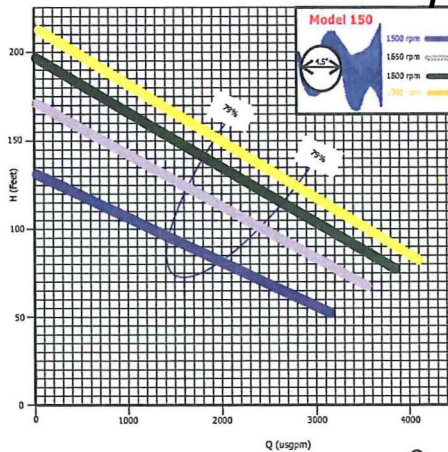
Flange - 8" 125 LB. ANSI.
4121 GPM.
210 Feet.
F06K-S01 or F06K-S3R / Hidrostat Screw Centrifugal.
CAT C4.4 Water Cooled
84 HP @ 1650 RPM.
12 volt DC manual and automatic level switching.
64 HP @ 1500 RPM.
152 gallons sufficient for 48 hours continuous running at maximum load.
Noise emissions reduced to 65 dB(A) at 23 feet distance.
The canopy doors can be locked. The canopy also serves as a containment vessel to prevent leakage from the unit. The vessel has a built in oil/water separator.
A hand pump is built in to assist in pumping out diesel engine sump and containment fluids. The entire canopy is constructed from galvanized steel sheeting.
Approximately 6200 lbs.

Weight

SCREWSUCKER™

Model 150

Dimensions are in inches.
Material canopy: Sendzimir Galvanized Steel Sheeting.
Dimensions, configuration and weight can vary.



Hidrostat *Inventors of the*

Screw-Centrifugal Pump



APSCO, INC. 1-800-791-6195

P. O. Box 2639 - Kirkland, WA 98083-2639
Ph: (425) 822-3335 / Fax: (425) 827-6171



APSCO, LLC

PO Box 2639 • Kirkland, WA 98083-2639
Ph: (425)822-3335 • Fax: (425)827-6171
E-mail: apSCO@apSCO-inc.com

ORDER AGREEMENT

TO:	Mr. Darrell Winans	FROM:	Joe Kernkamp
Email:	winansd@cityofgigharbor.net	PHONE:	425-822-3335
Phone:	253-851-8999	DATE:	6/15/12
COMPANY	City of Gig Harbor	PAGES:	1 of 9
Customer Ref:		APSCO REF:	LS #8

The City of Gig Harbor Wishes to order From APSCO, LLC. One (1) Screwsucker model 104S as Describe in quote dated June 16th for installation as pump station redundancy at sewer lift station number 8.

This Order Agreement between the City of Gig Harbor, with offices loacated at 3510 Grandview St. Gig Harbor, WA 98335, and APSCO, LLC, with offices at 1120 8th st. Kirkland, WA 98033, establishes the terms and conditions of sale as follows:

1. Purchase Price: \$85,882.00 Lump Sum (includes freight, excludes taxes). Washington State Sales tax can be collected by APSCO, LLC at a rate of 8.5%
2. Shipping Terms: FOB Origin, Freight Included and allowed to the jobsite.
3. Payment Terms: 30% upon Order Placement, 60% upon delivery and 10% upon start up and training.
4. Warranty: The Seller warrants the unit until 24 months after the Owner acceptance of the product or until 30 months after delivery of such product to Buyer, whichever is earlier, that each product will be free of defects in material and workmanship. Seller will cause any products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

5. Ship to Address: City of Gig Harbor WWTP

4216 Harborview Dr.

Gig Harbor, WA

98335

6. The attached APSCO terms and conditions of Sale shall apply to this order and are fully incorporated for reference.

I acknowledge that the foregoing represents the Order Agreement and our Acceptance of that terms stated above. Further, I hereby certify that I am authorized to bind the agency to contractual matter.

City of Gig Harbor
By: _____ DATE: _____
Print
Name: _____
Title: _____

Note: Your signed Order Agreement must be returned with 30% payment in order for us to commence with production. Thank you for your cooperation in this matter, please reply by email to jkernkamp@apsco-llc.com

Sincerely,

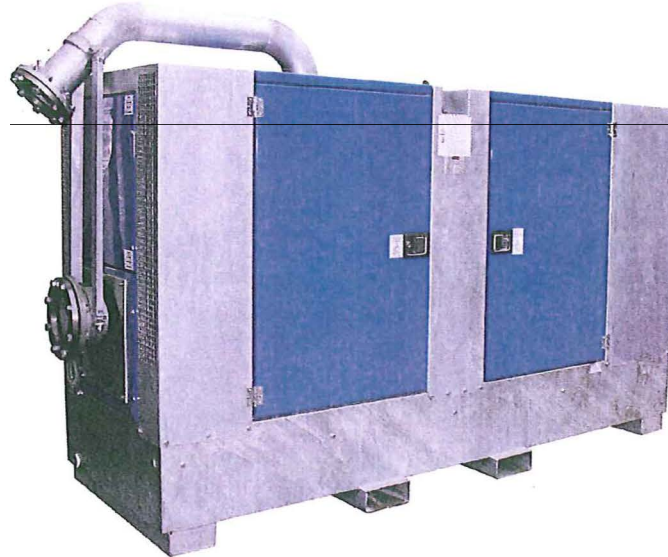
Joe Kernkamp
Vice President



SCREWSUCKER™

PUMPING BY APSCO

Model 104S, Dry Running, Self Priming, Solids Handling Diesel Engine Pump System



Properties:

- ▶ Clog resistant impeller and liner in wear resistant configuration, 3R configuration.
- ▶ Impeller has large free passage of 3".
- ▶ Very economical. Fuel consumption is 50% lower than conventional dirty water pumps with the same free passage.
- ▶ Large pump capacity combined with a low engine power rating.
- ▶ The pump set primes very quickly even at high suction lifts.
- ▶ The vacuum system can handle large quantities of air. Up to 59 cfm, standard is 15 cfm.
- ▶ Capable of pumping unscreened raw sewage water.
- ▶ Capable of pumping viscous liquids.
- ▶ The wear liner can be adjusted from outside the pump. R1 and R3 configuration.
- ▶ Electronic vacuum system.
- ▶ Pump can dry prime down to 28 feet.
- ▶ Automatic start / stop system (level switching).
- ▶ Very low noise emission.
- ▶ Double shaft seal immersed in oil bath guarantees an extended shaft seal life (silicon / tungsten)

Applications:

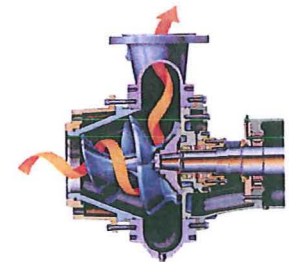
- ▶ Sewer Bypass.
- ▶ Drainage of building sites.
- ▶ Well pointing and drainage lines.
- ▶ Pumping bentonite and sludge.
- ▶ Emergency pump station.

Technical specifications:

Discharge connection
Suction connection
Capacity (maximum)
Head (maximum)
Pump type and manufacture
Engine type and make
Engine power rating
Required pump power
Engine starting system
Capacity diesel tank
Acoustic canopy

Flange - 6" 125 LBS. ANSI.
Flange - 8" 125 LBS. ANSI.
2000 GPM.
210 Feet.
F04K-S01(3)R / Hidrostat Screw Centrifugal.
Deutz / BF4M2011, 4 cylinder oil cooled diesel engine.
63 HP @ 1800 RPM.
52 HP @ 1750 RPM.
12 volt DC manual and automatic level switching.
125 gallon, sufficient for 48 hours continuous running at maximum load (1500 RPM).
Noise emissions reduced to 65 dB(A) at 23 ft. Distance.
The canopy doors can be locked. The fuel tank is built into a container to prevent leakage. The fuel tank container has a built in oil separator.
A hand pump is built in to assist in pumping out diesel engine sump and double bottom. The entire canopy is constructed from galvanized steel sheeting. Approximately 6000 Lbs.

Weight

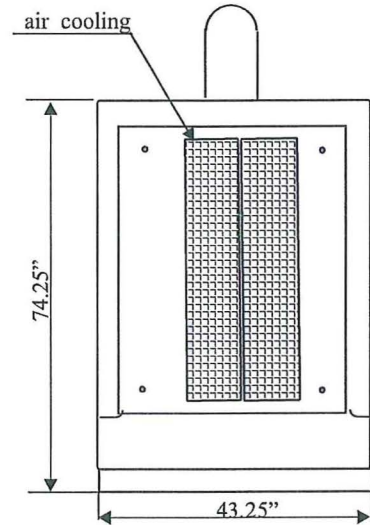
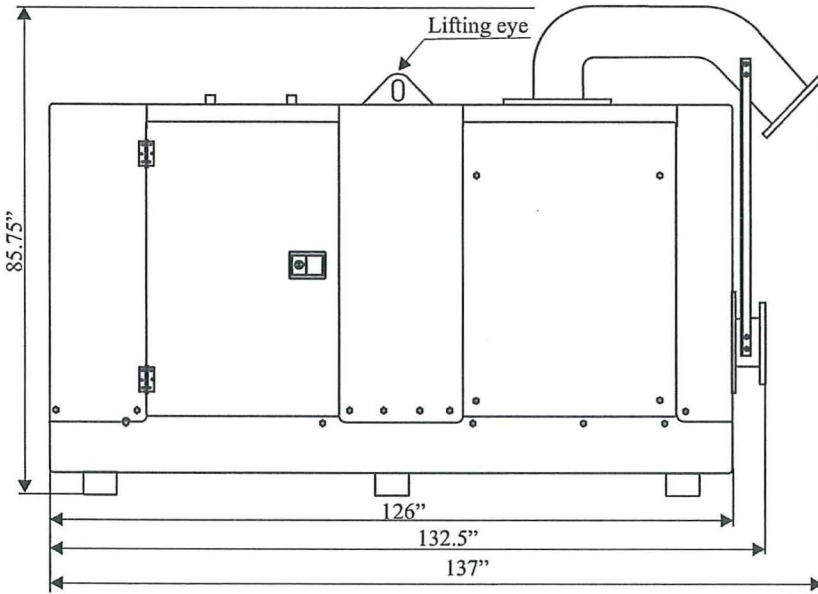
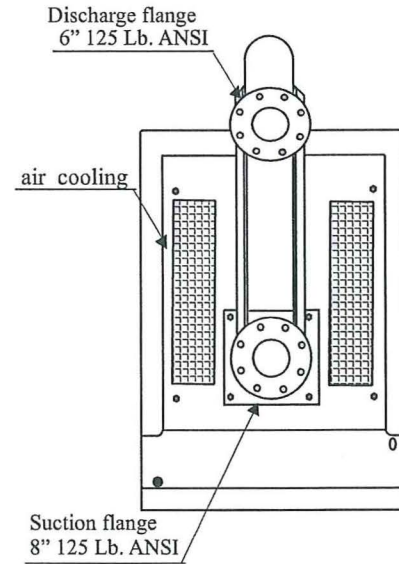
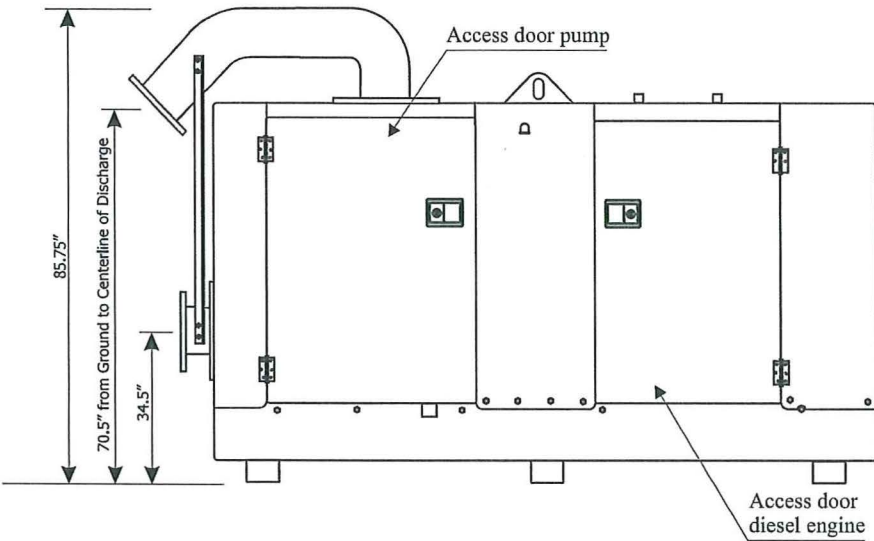
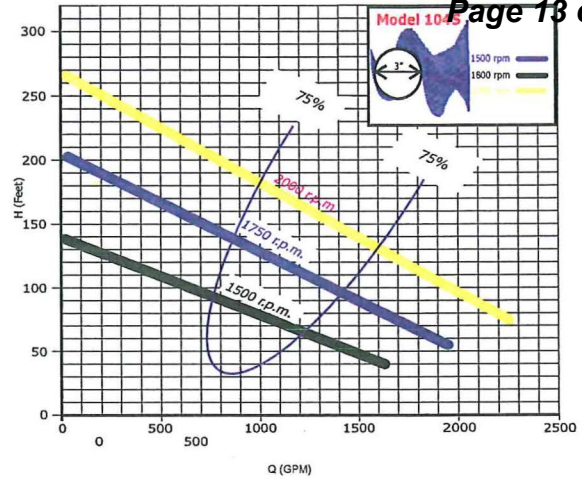


 Hidrostat

SCREWSUCKER™

Model 104S

Dimensions are in inches.
 Dimensions, configuration and weight can be changed or vary without notice.
 Drawing is not to scale.
 Suction flange: 8" 125# ANSI.
 Discharge flange: 6" 125# ANSI.



Hydrostat *Inventors of the*

Screw-Centrifugal Pump



APSCO, INC. 1-800-791-6195

P. O. Box 2639 - Kirkland, WA 98083-2639
 Ph: (425) 822-3335 / Fax: (425) 827-6171



APSCO, LLC

PO Box 2639 • Kirkland, WA 98083-2639

Ph. (425)822-3335 • Fax: (425)827-6171

E-mail: apsco@apsco-llc.com

Consent Agenda - 4

Page 14 of 14

APSCO LLC TERMS AND CONDITIONS OF SALE

1. SCOPE: Unless otherwise agreed in writing, Seller's (APSCO, LLC) acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these terms and conditions. Seller sells its equipment in accordance with the following provisions.

2. PRICES: Prices are F.O.B. Seller's or its supplier's plant. Prices do not include any federal, state or local sales, use or other taxes and taxes will be added to the sale price for Purchaser's account.

3. TERMS: Unless otherwise agreed, all invoices are due and payable 100% net 30 days from date of shipment or notification of readiness to ship. All credit terms are offered subject to Purchaser's credit worthiness with said worthiness to be determined solely by the Seller. Full payment is due as indicated and late payment may be subject to a specified service charge. Purchaser shall pay the full invoiced amount to Seller, regardless of any payment schedule between Purchaser and the Owner, or others. If Purchaser is in default in any payment, Seller may offset any monies of Purchaser available to Seller or in Seller's possession; declare all payments for work completed immediately due and payable; stop all further work until payments are brought current and/or require advance payment for future shipments.

4. ITEMS INCLUDED: Each sale includes only the equipment described in the order. Responsibility for proper operation of equipment if not installed or operated in accordance with Seller's instructions, rests entirely with Purchaser. Seller shall supply only those safety devices, if any, described in the order or in its proposal and drawings, and shall comply with those provisions of the federal Occupational Health and Safety Act of 1970 which Purchaser and Seller have identified as specifically applicable to the manufacture of Seller's equipment hereunder. Seller shall not be responsible for compliance with state or local safety and health statutes of special application unless it has accepted such responsibility in writing.

5. SECURITY INTEREST: Seller retains a security interest in and right of repossession to the equipment until the full purchase price has been paid. Purchaser will not encumber nor permit others to encumber said equipment by any liens or security instruments. In the event legal action is necessary to enforce Purchaser's obligations under this order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Purchaser shall provide insurance for Seller's benefit to protect Seller's interest against loss or damage until invoice is fully paid.

6. SHIPMENTS AND DELIVERY: Seller shall use its reasonable efforts to meet all shipment or delivery dates recited herein or in Purchaser's order, but any such dates are estimates only and are not guaranteed. Seller shall have no liability to Purchaser for damages or penalties, direct or indirect, for any delay in shipment or delivery, whether such delay is minor or substantial, nor shall Purchaser have the right to declare a breach of contract because of any such delay. Delivery of schedules are subject to prompt receipt by Seller of all necessary information and instructions from Purchaser, including any required approval of drawings, and establishment of agreed terms of payment. Unless otherwise agreed, all shipments are F.O.B. Seller's factory and all claims for damage, delay, or shortage arising from any shipment shall be made directly against the carrier by the Purchaser. When shipments are specified F.O.B. destination, Purchaser shall inspect the equipment, and notify Seller of any damage or shortage within seven days of receipt. Failure to so notify Seller shall constitute acceptance by Purchaser, relieving Seller of liability for damages or shortages. Unless prohibited by Purchaser, Seller shall make partial shipments of completed items for payment under terms of order.

7. WARRANTY: Seller warrants equipment of its manufacture only in accordance with its current applicable Seller's Product warranty against defects in workmanship and materials, which warranty is incorporated by reference and made a part hereof.

8. PATENTS: Seller agrees that it will defend and indemnify Purchaser against damages arising from proceedings, alleging that Seller's equipment infringes any apparatus claim of a patent existing as of date of order, provided Seller is given prompt written notice of such proceeding or threat thereof under a patent, and Purchaser

accords Seller full control of the defense, applicable patent/fraud counterclaims, settlement or compromise thereof and any recoveries thereunder. Purchaser agrees that it shall furnish Seller, on request, all needed information, assistance and authority to enable Seller so to defend. Seller will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in rendering assistance at Seller's request. The foregoing states the entire liability of Seller with respect to patent infringement. Purchaser agrees that it shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses to which the Seller may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of performance of this order if the equipment is constructed in accordance with Purchaser's detailed drawings or designs submitted to Seller.

9. CANCELLATION, SUSPENSION OR DELAY: If Purchaser requests or causes a cancellation, suspension or delay of Seller's work, Purchaser shall pay Seller all appropriate charges incurred up to date of such cancellation, suspension or delay, plus Seller's overhead and reasonable profit. Additionally, all charges related to and risks incident to storage, disposition, and/or resumption of work shall be borne solely by Purchaser.

10. LIMITATION OF LIABILITY: Seller shall not be liable to Purchaser for any consequential or incidental damages of any nature for any reason whatsoever, whether such damages are based in contract or in tort, including strict liability or negligence. The remedies stated in Seller's warranty attached hereto constitute the sole and exclusive remedy of Purchaser for any defect in material and workmanship or performance failure of Seller's equipment. Seller's liability for direct damages shall not exceed the material portion of the contract price for the defective equipment.

11. CHANGES AND BACKCHARGES: Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller agrees thereto and an equitable adjustment is made to price and/or delivery. Seller will not approve or accept returns of or backcharges for labor, materials or other costs incurred in modification, adjustment, service or repair or equipment unless previously approved in writing by an authorized employee of Seller.

12. CHANGES IN DESIGN: With proper notification in writing to Purchaser, Seller reserves the right to modify the design and construction of equipment in order to incorporate improvements or to substitute material equal or superior to that originally specified. No charge shall be made to Purchaser for modifications made to Seller's option.

13. PROPRIETARY INFORMATION: All information furnished by Seller is solely for Purchaser's use in connection with the equipment purchased herein, and shall not be disclosed to any third party without Seller's prior written consent, unless required by law.

14. FORCE MAJUERE: The Seller shall be relieved of its obligations hereunder and of any liabilities contained herein whenever and to the extent to which the fulfillment of such obligations is prevented, frustrated or impeded by conforming to any statute or any rule, regulation, order or requisition made thereunder, or any consequence thereof, by state, federal, national or international prohibition or sanction, by war (whether declared or not), military activity, terrorism, acts of public enemies, accidents, fire, flood, nuclear fallout, acts of God or any cause of like or different kind beyond its control, or by reason of any industrial dispute, or any consequence thereof.

15. GOVERNING LAW: This agreement shall be interpreted in accordance with the laws of the State of Washington, U.S.A., which laws shall be deemed to be the governing law of this contract with regard to any disputes or questions of interpretation between the parties.

16. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto and supersedes any previous communications, representations, or agreements, whether oral or written, and is not subject to modification except in writing, signed by an authorized officer of each party.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Resolution – Surplus Equipment

Dept. Origin: Public Works-Operations

Proposed Council Action:

Adopt Resolution No. 904 declaring the specified equipment surplus and eligible for sale.

Prepared by: Marco Malich *MM*
Public Works Supervisor

For Agenda of: June 25, 2012

Exhibits: Resolution No. 904

Initial & Date

Concurred by Mayor:

CC 6/18/12

Approved by City Administrator:

R-6/18/12

Approved as to form by City Atty:

OK

Approved by Finance Director:

JP 6/18

Approved by Department Head:

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment:

- Honda Generator
- John Deere Two-Trak
- Truck Tool Boxes – Steel (2)
- Truck Tool Box – Aluminum (1)
- Truck Mounted Diesel Fuel Tanks & Reels (2)
- Fire Hydrants (4)
- Oil Furnace
- Propane Fireplace
- Coleman Generator

This equipment is obsolete and/or replacements parts are unavailable for repair.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the General Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 904 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 904

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR DISPOSITION.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Honda Generator	1	EA4-10161(9)2	EX 1000
John Deere Two-Trak Mower	1	TC48ZTX010267 / 01061	F687
Truck Tool Box (Steel)	2	N/A	6' x 16" x 11"
Truck Tool Box (Aluminum)	1	N/A	6' x 20" x 20"
Truck Mounted Diesel Fuel Tank & Reel	1	099258	484000
Truck Mounted Diesel Fuel Tank & Reel	1	158701 / 00830	484000
Fire Hydrants	4	N/A	Iowa & Mueller 1 ea.
Oil Furnace from Demolished Rohwer House	1	LMJP003285	P-HBX16F10001

	Propane Fire Place from Demolished Rohwer House	1	N/A	N/A
	Coleman Generator	1	74540397	PM0542000.01

PASSED ON THIS 25th day of June, 2012.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 06/18/12
PASSED BY THE CITY COUNCIL: 06/25/12
RESOLUTION NO. 904



Business of the City Council
City of Gig Harbor, WA

Subject: Eddon Boat Property – Monitoring Well Decommissioning
-- Consultant Services Contract

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, P.E. *Stm*
City Engineer

Proposed Council Action:

Move to: Approve and authorize the Mayor to execute the contract with Anchor QEA, LLC for the Eddon Boat Property –Monitoring Well Decommissioning for the amount not-to-exceed \$1,320.00.

For Agenda of: June 25, 2012

Exhibits: Consultant Services Contract with Exhibit A – Scope of Work and Exhibit B – Schedule of Rates and Estimated Hours

	Initial & Date
Concurred by Mayor:	<i>CLM 6/20/12</i>
Approved by City Administrator:	<i>DL 6/20/12</i>
Approved as to form by City Atty:	<i>appr via email 6/20/12</i>
Approved by Finance Director:	<i>CFR 6/12</i>
Approved by Department Head:	<i>6/20/12</i>

Expenditure	Amount	Appropriation
Required \$1,320.00	Budgeted \$7,500.00	Required \$0

INFORMATION / BACKGROUND

This consultant services contract is for the decommissioning of two on-site monitoring wells that were installed as part of the sediment remediation work in 2008. Decommissioning of these wells will be in compliance with Department of Ecology protocol.

FISCAL CONSIDERATION

This contract is for the fourth year of monitoring. This work is a budgeted item contained in the Parks Division, Objective No. 6, (001-015-576-80-41-00).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the contract with Anchor QEA, LLC for the Eddon Boat Property – Monitoring Well Decommissioning for the amount not to exceed One Thousand Three Hundred Twenty Dollars and No Cents (\$1,320.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR QEA, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Anchor QEA, LLC, a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Monitoring Well Decommissioning for Eddon Boat Property and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

1. **Retention of Consultant - Scope of Work**. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Thousand Three Hundred Twenty Dollars and No Cents (\$1,320.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 1, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

{ASB983053.DOC;1\00008.900000\}

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be

subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

14. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Anchor QEA, LLC
ATTN: David Templeton, P.E., Partner
720 Olive Way, Suite 1900
Seattle, WA 98101
(206) 287-9130

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

17. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



720 Olive Way, Suite 1900
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

June 19, 2012

Mr. Stephen Misiurak, P.E., City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

**Re: Resource Protection Monitoring Well Decommissioning for the Eddon Boatyard
Property Scope of Work and Cost Estimate, Project Number: 040289-02**

Dear Mr. Misiurak:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor QEA's scope of work and cost estimate for the decommissioning of the Washington State Department of Ecology (Ecology) Resource Protection Monitoring Wells at the Eddon Boatyard Property.

As a requirement from the Department of Ecology, we understand that these resource protection monitoring wells are no longer required and well decommissioning is the process to protect ground water resources. This work will be accomplished by a Washington State licensed well driller with oversight by Anchor QEA.

The Ecology Resource Protection Wells identified for abandonment are as follows:

MW-1 Well Log ID 449061/ Unique Well # APL 666 Well Completion Date 08/02/2006
Location: See attached Figure 1.

MW-2 Well Log ID 449062/ Unique Well # ALL 886 Well Completion Date 08/02/2006
Location: See attached Figure 1.

Stephen Misiurak, P.E.
June 19, 2012
Page 2

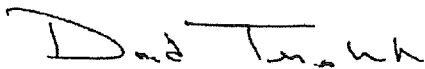
The scope of work of this task includes:

1. Permanently leaving the two monitoring wells and monument castings in place.
2. Properly sealing the well casing with Bentonite chips per WAC 173-160.
3. Placing redimix concrete in the annular region to the bottom of the monument covers.
4. Re-installing the monument casting covers after decommissioning.
5. Returning the unique well identification tags to Ecology.
6. Provide Ecology with well decommissioning reports (copy to City of Gig Harbor).
7. Monitor the technical conduct of the well driller.
8. Provide well decommissioning field report to the City.
9. Senior Review.

The estimated cost to perform the above services is \$1,320.00, as outlined in the attached cost estimate summary.

Please feel free to contact me directly at (206) 287-9130 or Bud Whitaker at (253) 381-8013 if you would like to discuss the estimated costs or to schedule the work.

Sincerely,



David Templeton
Partner
Anchor QEA, LLC

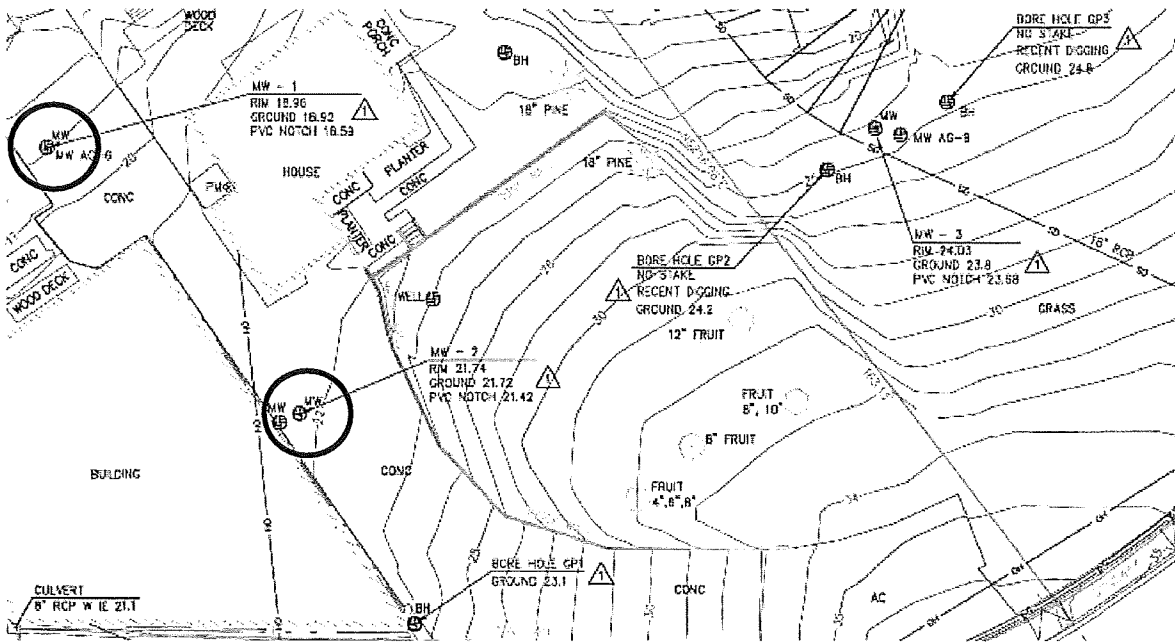
cc: Bud Whitaker

Attachments:

- Cost Estimate Summary
- Figure 1- Monitoring Well Locations
- Holocene Drilling Estimate

Eddon Boatyard Resource Protection Monitoring Well Decommissioning

Figure 1



Eddon Boatyard Monitoring Wells Decommissioning

Task	Description	Hours by Labor Categories (hourly rates shown in parentheses)		Total Labor Hours	Total Labor Cost	Subcontractor Direct Costs	Subcontractor Markup	Total Subcontractor Costs	Total Direct Costs	Total Cost	Notes
		Principal CM / Engineer/ LA / Planner / Scientist (\$215)	Senior Analyst / CM / Engineer / LA / Planner / Scientist (\$155)								
Task1	Monitoring Wells Decommissioning										
	1.1 Monitoring	1.00	2.50	3.50	\$ 603	\$ 683	\$ 34	\$ 717	\$ 717	\$ 1,320	
	Total Hours	1.00	2.50	3.5							
	Total Cost	215.00	\$388		\$603	\$683	\$34	\$717	\$717	1,320.00	

Estimate

Holocene Drilling, Inc

11412 62nd Ave E
Puyallup WA 98373

Date	Estimate #
6/7/2012	21659

Name / Address
Anchor QEA LLC 3304 Rosedale St Ste 200 Gig Harbor WA 98335 Att: Bud Whitaker

HOLOCENE
DRILLING
Licensed To Drill™

Project
Eddon

DESCRIPTION	QUANTITY	RATE	TOTAL
Mobilization/Demobilization	1	250.00	250.00
Well Abandonment	2	125.00	250.00
Bentonite Chips	2	15.50	31.00
Redimix Quickset	2	11.00	22.00
D.O.E. Fees - Wells	2	65.00	130.00
Leaving Well and Monuments in place			
Est. good for 90 days			
Sales Tax, Gig Harbor		8.50%	0.00
Subtotal			\$683.00

Total	\$683.00
--------------	-----------------

Phone #	Fax #	E-mail	Web Site
253.848.6500	253.848.6515	cgriffith@holocenedrillinginc.com	www.holocenedrillinginc.com



**Business of the City Council
City of Gig Harbor, WA**

Subject: Maritime Pier, Ramp & Float Project
– Construction Contract Authorization;
--Change Order Authority for City Engineer;
– Consultant Services Contract Amendment
No. 3 with Sitts & Hill Engineers

Proposed Council Action: Approve and authorize the Mayor to execute the following contracts for the Maritime Pier, Ramp & Float Project:

1. Public Works Construction Contract with Redside Construction, LLC, in an amount not exceed \$534,677.15 for the award of additive bid items 1, 2, 3 and 5 along with the base bid of the Contract Documents.
2. Authorize Change Order Authority to the City Engineer in the not to exceed amount of \$75,000.00.
3. Approve Amendment No. 3 with Sitts & Hill Engineers, for special inspection services in an amount not to exceed \$2,488.00.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw, Project Engineer *MMG*

For Agenda of: June 25, 2012

Exhibits: Construction Contract, Consultant Services Contract Amendment No. 3 with Scope and Fee

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 6/20/12
DR 6/20/12
via approval email 6/20/12
DR 6/20/12
EFF 6.20.12

Expenditure Required	\$612,165.15	Amount Budgeted	\$628,300.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On June 6, 2012 the City formally advertised this project for solicitation of formal bid. These bids were publically opened on June 20, 2012. The City received a total of five (5) responsive bids of which the lowest responsive bidder is Redside Construction, LLC. This construction contract provides for the demolition of the existing pier and construction of a new pier, ramp and float.

The work also includes 'special inspection' and reporting of the pile driving process, which will be performed by Sitts & Hill Engineers.

BID RESULTS

Staff recommends awarding in addition to the base bid, additional additive bid items. Bid results from each bidder are summarized in the following table showing the total bid amount for the recommended award:

BIDDER	TOTAL BID AMOUNT
1. Redside Construction, LLC	\$ 534,677.15
2. Quigg Bros., Inc.	\$ 544,346.66
3. Orion Marine Group	\$ 575,158.50
4. American Construction Company, Inc.	\$ 694,673.42
5. Mike Carlson Enterprises	\$ 734,688.76

FISCAL CONSIDERATION

The 2012 City of Gig Harbor Budget includes funding for the proposed work in the Parks Development Division fund (Objective #8). The following table shows the current available funding sources to fully fund the project.

State Capital Grant	\$ 378,000.00
GH Fisherman's Club	\$ 50,000.00
City Budget, Parks Development Division	\$ 200,300.00
TOTAL	\$628,300.00

Provided below is a table of projected project expenses and available remaining budget:

Maritime Pier, Ramp & Float for Park Development Division, Objective #8	\$ 628,300.00
Requested 2012 Expenses:	
Basis of Bid (base + alternates 1, 2, 3 & 5) with State sales tax	(\$ 534,677.15)
Change Order Authority for City Engineer for Construction Contract	(\$ 75,000.00)
Sitts & Hill Engineers-Amend #3 (special inspection services)	(\$ 2,488.00)
Remaining 2012 Budget =	\$ 16,134.85

BOARD OR COMMITTEE RECOMMENDATION

Construction of a Maritime Pier has been discussed by the Parks Commission and the Operations & Public Projects Committee since 2007. The proposed plan was presented to the Operations & Public Projects Committee in February 2012 resulting in the consensus to proceed with design and construction while confirming funding participation from the developer.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to:

1. Award and execute a Construction Contract with Redside Construction, LLC, in an amount not exceed \$534,677.15 for the award of the Base Bid and Alternate Bids 1, 2, 3 and 5 of the Contract Documents.
2. Authorize Change Order Authority to the City Engineer in the not to exceed amount of \$75,000.00.
3. Execute Amendment No. 3 with Sitts & Hill Engineers, Inc. for structural observation and additional construction support services in an amount not to exceed \$2,488.00.

CONTRACT FORM

CITY OF GIG HARBOR MARITIME PIER, RAMP AND FLOAT PROJECT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2012, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Redside Construction, LLC, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of Maritime Pier, Ramp and Float Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the Work, all in full compliance with the Contract Documents entitled "Maritime Pier, Ramp and Float Project, CPP-1203," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Contract Documents, including the schedule of prices in the "Proposal" for the Base Bid (Timber Pier), Alternate Bid 1 (Float and Gangway), Alternate Bid 2 (Timber Dolphin Removal), Alternate Bid 3 (Sign), and Alternate Bid 5 (Timber Pile Replacement), for the sum of Five Hundred Thirty-Four Thousand Six Hundred Seventy-Seven Dollars and Fifteen Cents (\$534,677.15), including state sales tax, subject to the provisions of the Contract Documents, the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
2. Work shall start within ten (10) days after the Notice to Proceed is issued to the Contractor. All physical contract work shall be completed within one hundred and twenty (120) calendar days, as defined in Section 00 73 00 – Supplementary Conditions, Paragraph SC-1.02.
3. The Contractor agrees to pay the City the sum of \$200.00 per day for each and every day all Work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.

- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.

- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Charles L. Hunter, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

**THIRD AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SITTS & HILL ENGINEERS, INC.**

THIS THIRD AMENDMENT is made to that certain Consultant Services Contract dated July 26, 2010 (the "Agreement"), as amended by that certain First Amendment dated November 26, 2010, and that certain Second Amendment dated October 24, 2011, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sitts & Hill Engineers, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the structural observation and additional construction support services for Maritime Pier, Ramp and Float Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Two Thousand Four Hundred Eighty-Eight Dollars and No Cents (\$2,488.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to December 31, 2012.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners
4815 Center Street, Tacoma, WA 98409
Telephone (253) 474-9449
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.
BRENT K. LESLIE, P.E.
ROBERT N. ERB, P.L.S.
KATHY A. HARGRAVE, P.E.
LARRY G. LINDELL, P.E.

RECEIVEDJune 19th, 2012

JUN 19 2012

CITY OF GIG HARBOR
3610 Grandview Street
Gig Harbor, Washington 98335

CITY OF GIG HARBOR
ENGINEERING

TO: Mr. Marcos McGraw
Project Engineer

SUBJECT: **MARITIME PIER - 3003 HARBORVIEW, GIG HARBOR, WASHINGTON**
CPP-1007
FEE AUGMENTATION REQUEST NUMBER 2
SITTS & HILL ENGINEERS PROJECT NUMBER 14,742

Sitts & Hill Engineers, Inc. is pleased to present this proposal for Additional Engineering Services associated with the pile installation observations and additional limited construction support services for the construction of the Pier and Float. We are committed to providing the City of Gig Harbor with a high level of responsiveness and service necessary to continue making this a cost effective and successful project.

PIER AND FLOAT

Provide periodic structural observation of the installation of the piles for the Pier and Float, review of contractor submittals and addressing field questions.

Due to the nature of the Additional Services, we propose to perform these Additional Services on an Hourly Basis with the following estimates of services. These are budgetary estimates based upon typical marine construction. These amounts will not be exceeded without prior Authorization.

- Periodic Structural Observation during pile installation \$1,500.00
- Additional Construction Support Services \$1,000.00

We appreciate the opportunity to be of continuing service and look forward to completion of this project.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E.
Principal

v:14,742/jobopen/2012-06-19 - GH Fee Aug 2

Exhibit B—Schedule of Rates and
Estimated Hours

Maritime Pier - Fee Augmentation Number 2

Hourly Breakdown

Structural Observation

Principal Engineer	2.0 Hours x \$135.00 =	\$ 270.00
Project Engineer	12.5 Hours x \$98.00 =	<u>\$1,225.00</u>
		\$1,495.00

Additional Construction Support

Principal Engineer	3.0 Hours x \$135.00 =	\$ 405.00
Project Engineer	6 Hours x \$98.00 =	<u>\$ 588.00</u>
		\$ 993.00



Business of the City Council
City of Gig Harbor, WA

Subject: Second reading -
Ordinance amending the list of public
Improvements within the Gig Harbor
Hospital Benefit Zone

Proposed Council Action: Adopt ordinance
after second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: June 25, 2012

Exhibits: Ordinance

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

Initial & Date

CLH 6/18/12

F-6/18/12

by e-mail

6/18/12

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The city established a Hospital Benefit Zone (HBZ) in July 2006. In October 2006, the zone was increased to include a small portion of unincorporated Pierce County.

The HBZ was created in order for the city to obtain state funding for certain infrastructure projects within the zone. The original project list, which was included as a part of the establishing ordinance, has become obsolete. Many of the projects envisioned in 2006 are no longer desirable and several projects which are now planned are not included on the list.

In order to receive the annual match, the city must spend money on eligible projects. Amending the HBZ project list will allow the city to maximize the HBZ annual match benefit.

Pierce County approved this amendment at the May 29, 2012 Council meeting.

FISCAL CONSIDERATION

The total cost of projects remains approximately \$60 million and specifies projects in more detail than the original list.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt ordinance after second reading.

ORDINANCE NO. 1242

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, AMENDING ORDINANCE NO. 1052 AS
AMENDED BY ORDINANCE NO. 1057 TO ADD TO THE
DEFINITION OF PUBLIC IMPROVEMENTS WITHIN THE
GIG HARBOR HOSPITAL BENEFIT ZONE.**

WHEREAS, the Washington State Legislature in its 2006 Regular Session approved SHB 2670, as Chapter 111, Laws of 2006 (the "Act"), authorizing the formation of hospital benefit zones; and

WHEREAS, the Washington State Legislature in its 2011 Regular Session approved SSB 5525, as Chapter 363, Laws of 2011, amending the Act and permitting local governments to modify the public improvements to be financed with the use of hospital benefit zone financing; and

WHEREAS, a hearing was held on July 24, 2006, and the City Council (the "City Council") of the City of Gig Harbor, Washington (the "City") approved Ordinance No. 1052, forming the Gig Harbor Hospital Benefit Zone; and

WHEREAS a hearing was held on October 23, 2006, and the City Council approved Ordinance No. 1057, amending the boundaries of the Gig Harbor Hospital Benefit Zone;

WHEREAS, the City Council finds it in the best interests of the City to amend the list of Public Improvements identified Ordinance No. 1052, as amended;

WHEREAS, the City Council has found that the total cost of the Public Improvements will not be increased by the amended list of Public Improvements; and

WHEREAS, a public hearing has been properly noticed pursuant to RCW 39.100.020 and held regarding the amended list of Public Improvements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN; as follows:

Section 1. Amendment to Ordinance No. 1052, as amended. Ordinance No. 1052, as amended by Ordinance No. 1057, is hereby further amended as follows:

Exhibit A – the description of the Public Improvements is hereby amended to include the projects specified in the form attached hereto as Exhibit A; and

Exhibit B – the boundaries of the Benefit Zone, as set forth in Exhibit A to Ordinance No. 1057 shall be re-designated as Exhibit B.

Section 2. Findings. The City Council hereby reconfirms and repeats its findings made in Section 3 of Ordinance No. 1052 with respect to the Public Improvements.

Section 3. Affirmation. As further amended by this amendatory ordinance, Ordinance No. 1052, as amended by Ordinance No. 1057, is hereby ratified, approved and confirmed.

Section 4. Effective Date. This ordinance shall be effective five (5) days from and after the date of its final passage and publication as provided by law.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor, Washington, at a regular meeting thereof held this 25th day of June, 2012.

CITY OF GIG HARBOR, WASHINGTON

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:

By: _____
ANGELA BELBECK, CITY ATTORNEY

FILED WITH THE CITY CLERK: 06/06/12
PASSED BY THE CITY COUNCIL: 06/25/12
PUBLISHED: 07/04/12
EFFECTIVE DATE: 07/09/12
ORDINANCE NO: 1242

CLERK'S CERTIFICATE

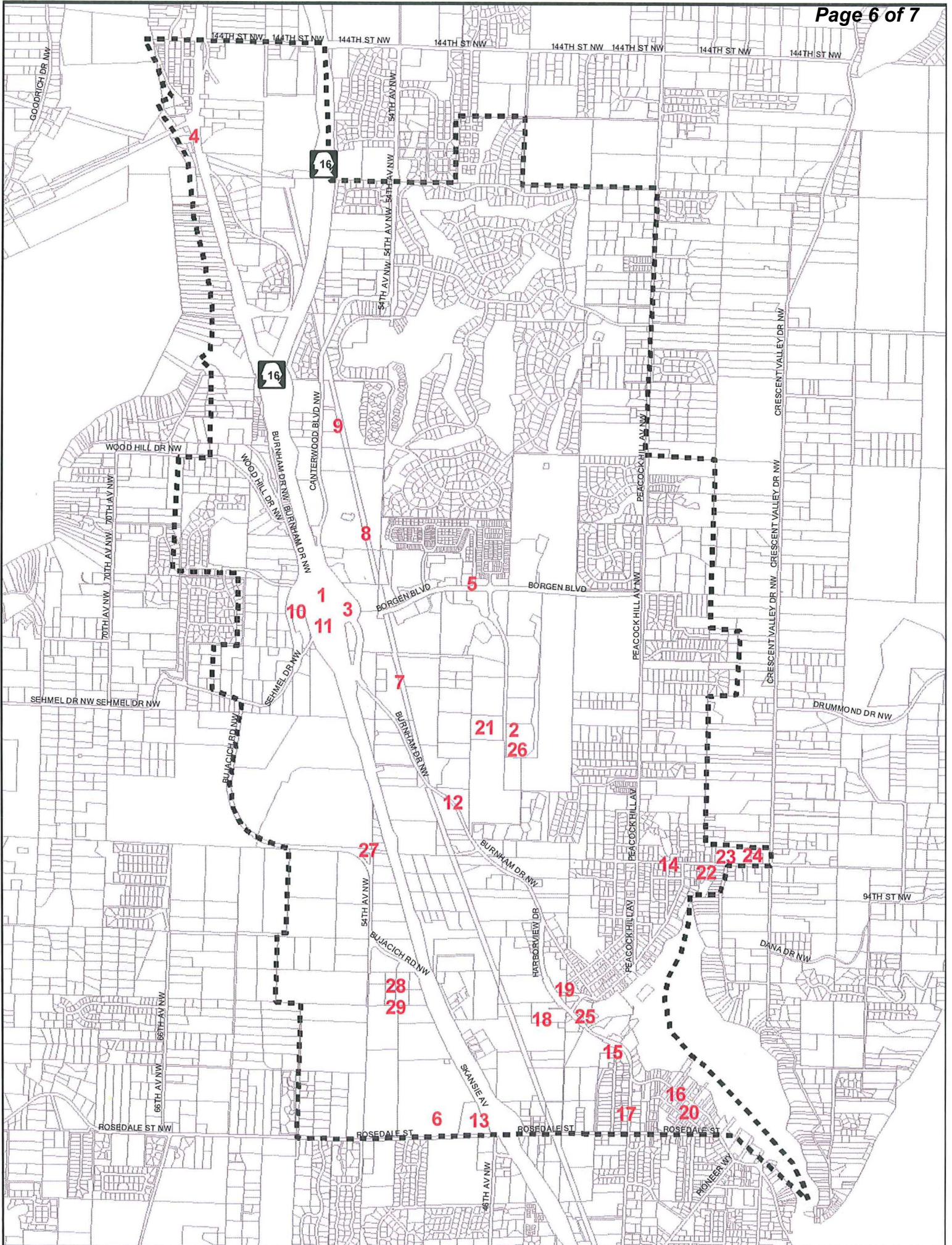
I, the undersigned, the duly chosen, qualified, and acting Clerk of the City of Gig Harbor, Washington, and keeper of the records of the Council of the City (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Ordinance No. 1242 (herein called the "Ordinance") of the Council as finally adopted at a meeting of the Council held on the 25th day of June 2012, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of the Ordinance; that all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2012.

MOLLY TOWSLEE City Clerk



HBZ-Funded Projects

1	Burnham Interchange Expansion 2020-2030	TBD
2	Harbor Hill Drive Extension	\$15,000,000
3	BB16 Large Roundabout Gap Metering	190,000
4	SR302/Purdy Drive Intersection and Corridor Study	1,000,000
5	Arterial Overlays and Pavement Maintenance within the HBZ	5,000,000
6	Rosedale Sidewalk	450,000
7	Cushman Trail Phase 3 (96th to Borgen)	200,000
8	Cushman Trail Phase 4-a (Borgen to St. Anthony's Hospital)	400,000
9	Cushman Trail Phase 4-b (Borgen to Purdy)	1,000,000 to 2,000,000
10	Sehmel Avenue – Right-Turn Lane at Burnham / SR 16	210,000
11	Burnham Drive Bridge – (SR 16) Reconf to 4-lanes and Ped Bridge at BB16	18,130,000
12	Burnham Drive Widening	3,500,000
13	Skansie / Rosedale Intersection Improvements (Turn lane)	275,000
14	Vernhardsen St Improvements (storm, roadway, bicycle & peds)	2,650,000
15	Harborview Dr Ped & Pkg Improvements (Stinson to N. Harborview)	1,500,000
16	Harborview Dr Ped & Pkg Improvements (Rosedale to Stinson)	950,000
17	Stinson / Rosedale Intersection Imp (Turn lanes to WB Rosedale)	280,000
18	Twawelkax Trail Construction & Trailhead	250,000
19	Austin St. & Harborview Drive Intersection Improvements / Austin Street widening and/or reconstruction / North Harborview Drive Bridge over Donkey Creek	780,000 to 1,780,000
20	Downtown Parking Lot (no location identified, but within the HBZ)	200,000
21	GH North – 7 Acre Development	1,950,000
22	Wheeler Street – End Pocket Park	80,000
23	Crescent Creek Park and Rohwer Property – Park Development	750,000
24	Masonic Building – Property Acquisition (PROS plan, p.49)	350,000
25	Donkey Creek Corridor Conservation Acquisitions (PROS plan, pg. 48)	1,500,000
26	Harbor Hill Drive Watermain Extension	950,000
27	Bujacich Lift Station – (17 A) and Force Main	2,150,000
28	PW Shop Facility Bulk Fuel Storage	27,000
29	PW Shop Facility Expansion	400,000
	Total	\$61,122,000



**Subject: First reading: Amendment To
2012 Personnel Salary Schedule**

**Proposed Council Action: Adopt Ordinance
after second reading**

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: June 25, 2012

Exhibits: Ordinance, Exhibit B of March 26,
2012 consent agenda item 11.

Initial & Date

Concurred by Mayor:

CUH 6/12/12

Approved by City Administrator:

R-6/12/12

Approved as to form by City Atty:

Per Email

Approved by Finance Director:

DR 6/12

Expenditure Required	see fiscal note below	Amount Budgeted	NA	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The 2012 salary ranges for non-represented staff was approved at the March 26, 2012 Council meeting in conjunction with the Employees' Guild 2012 – 2014 contract. We recently learned that the adopted range for the Police Chief is incorrect. The salary range should have been increased 4.1 percent in accordance with the salary survey conducted in late 2011.

The range should be increased from \$8,045 - \$10,056 to \$8,376 - \$10,470.

FISCAL CONSIDERATION

The impact of this range increase is already included in the adopted 2012 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

We recommend that Council adopt this ordinance after a second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO THE 2012 CITY PERSONNEL SALARY SCHEDULE;
AMENDING THE 2012 CITY PERSONNEL SALARY SCHEDULE TO
CORRECT AN ERROR.**

WHEREAS, on March 26, 2012, the City Council approved the 2012 through 2014 contract with the Employees' Guild setting the 2012 salary schedule for guild and non-represented employees; and

WHEREAS, after approval of the 2012 salary schedule staff found an error in the salary range for the Police Chief and a correction is needed; and

WHEREAS, the approved budget has capacity to include this change; Now, therefore,

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

Section 1. Amendment. The 2012 personnel salary schedule approved on March 26, 2012 in conjunction with the Employees' Guild contract is hereby amended to correct an error, changing the monthly salary range for the Police Chief from \$8,045 - \$10,056 to \$8,376 - \$10,470.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

Filed with city clerk: 6/___/12
Passed by the city council: 6/___/12
Date published: 6/___/12
Date effective: 6/___/12

Kester, Jennifer

From: John Chadwell [JChadwell@orminc.com]
Sent: Sunday, June 24, 2012 5:38 AM
To: Kester, Jennifer
Subject: Ordinance Allowing Schools in PCD-BP

Follow Up Flag: Follow up
Flag Status: Flagged

Jenn,

I am unable to attend the June 25th City Council Meeting, so please pass along my support of the Proposed Ordinance allowing schools in the PCD-BP zoning district. I believe that schools would be a compatible use in the BP zone. Thank you for the opportunity to comment on this item.

John

John Chadwell
General Manager - Harbor Hill
Olympic Property Group
A Pope Resources Company



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance Allowing Schools in the PCD-BP Zoning District

Proposed Council Action: Hold public hearing and consider amendments at first reading.

Dept. Origin: Planning
Prepared by: Jennifer Kester Senior Planner
For Agenda of: June 25, 2012
Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CLH 6/18/12
Approved by City Administrator: R 6/18/12
Approved as to form by City Atty: email 6/14/12
Approved by Finance Director: N/A
Approved by Department Head: TD 6/15/12

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Enclosed for your consideration is a proposed zoning code text amendment which would amend the land use matrix to allow primary and secondary schools as permitted uses in the Planned Community Development Business Park (PCD-BP) zoning district.

This amendment was initiated by the City Council at your April 23rd, 2012 meeting. The Peninsula School District had notified the City of Gig Harbor that Purdy Elementary school is reaching its maximum capacity and that an elementary school should be built in the Planned Community Development land use designations of the Gig Harbor North area, of which the PCD-BP zoning District is most suitable for the school district's needs.

APPLICABLE CODES AND POLICIES:

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The general criteria for approval of a zoning text amendment are whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The City Council may hold a public hearing on development regulation amendments without forwarding the amendment to the Planning Commission for review (GHMC 19.01.005(C)). This process is informally called "direct consideration."

Comprehensive Plan:

The City's Comprehensive Plan includes the following policies which support the amendments:

2.3.5. Public Schools and Education

a) Coordinate with the Peninsula School District in a joint-planning process to consider capital facilities needs and requirements for school development and expansion, school site location decisions, joint use of playgrounds/recreational facilities, development of facility siting criteria and the development of a common data base for sharing.

Municipal Code:

Chapter 17.04, Definitions, of the Zoning Code includes the following definitions:

17.04.717 School, primary.

"Primary school" means a public or private Washington State approved K – 8 school, including accessory playgrounds and athletic fields.

17.04.718 School, secondary.

"Secondary school" means a public or private Washington State approved 9 – 12 school, including athletic fields.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed ordinance on May 16, 2012.

BOARD OR COMMITTEE RECOMMENDATION

At their April 19, 2012 meeting, the Planning Commission reviewed the school district's request to allow primary and secondary schools in the PCD-BP zoning district and had no objection to direct consideration.

RECOMMENDATION / MOTION

Hold public hearing and consider amendments at first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; ALLOWING PRIMARY SCHOOLS AND SECONDARY SCHOOLS AS PERMITTED USES IN THE PLANNED COMMUNITY DEVELOPMENT BUSINESS PARK DISTRICT (PCD-BP); AMENDING SECTION 17.14.020 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, currently, primary and secondary schools are not permitted or conditionally permitted in the Planned Community Development Business Park District (PCD-BP); and

WHEREAS, the intent of the Planned Community Development Business Park District (PCD-BP) is to enhance the city's economic base by providing suitable locations within the planned community development area for business and professional offices, corporate headquarters, research and development facilities, light industry and complementary educational, recreational and entertainment uses which are not detrimental to the business park district; and

WHEREAS, primary and secondary schools are permitted or conditionally permitted in these other mixed-use/commercial zones: Residential and Business Districts (RB-1 and RB-2), Downtown Business District (DB), General Business District (B-2), Neighborhood Commercial District (B-1), Commercial District (C-1), and Planned Community Development Commercial (PCD-C); and

WHEREAS, the City desires to allow primary and secondary schools in the PCD-BP zoning district because the normal activities of these could be found consistent with the intent of this zone and compatible with other business and recreational uses allowed in the PCD-BP zoning district; and

WHEREAS, the Peninsula School District has notified the City of Gig Harbor that Purdy Elementary school is reaching its maximum capacity and that an elementary school should be built in the Planned Community Development land use designations of the Gig Harbor North area, of which the PCD-BP zoning District is most suitable for the school districts needs; and

WHEREAS, the proposed text amendments are consistent with the following policy in the Comprehensive Plan:

2.3.5. Public Schools and Education

a) Coordinate with the Peninsula School District in a joint-planning process to consider capital facilities needs and requirements for school development and expansion, school site location decisions, joint use of playgrounds/recreational

facilities, development of facility siting criteria and the development of a common data base for sharing.

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on April 25, 2012, pursuant to RCW 36.70A.106, and was granted expedited review on May 10, 2012; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for this Ordinance on May 16, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____, 2012; and

WHEREAS, on _____, 2012, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 17.14.020 in the Land Use Matrix chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.14.020 Land use matrix

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C ²²	-	-	-	-	-	P
Living facility,	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
Uses																				
assisted																				
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	C	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	C	C	P	C	-	-	-	C	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	C	-	C ²¹	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	-	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Electric Vehicle Charging Station ²⁶	P	P ²⁷	P ²⁷	P ²⁷	P ²⁷	P ²⁷	P ²⁷	P	P	P	P	P	P	P	P ²⁷	P ²⁷	P	P	P	P
Rapid Charging Station ²⁸	P	-	-	-	P ²⁹	P ²⁹	-	P ²⁹	P	P	P	P	P	P	-	-	P	P	P	P ²⁹
Battery Exchange Station	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	□□	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
services, level 1																				
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	C ²³	-	-	P	C ²⁴	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	-	P	C ²⁴	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	-	P	C ²⁴	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C ²³	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	C	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P ¹¹	C	-	-	-
Wireless	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
communication facility ⁴																			
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.

²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

²¹ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

²² Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.

²³ See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.

²⁴ See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.

²⁵ Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).

²⁶ Level 1 and Level 2 charging only.

²⁷ Electric vehicle charging stations, level 1 and level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.

²⁸ The term "Rapid" is used interchangeably with Level 3 and Fast Charging.

²⁹ Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this _____ day of _____, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance - 2012 Housekeeping Amendments

Proposed Council Action: Hold public hearing and review ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester
 Senior Planner

For Agenda of: June 25, 2012

Exhibits: Draft ordinance;
 Summary of amendments.

Initial & Date

Concurred by Mayor:

CKH 6/18/12

Approved by City Administrator:

TR-6/18/12

Approved as to form by City Atty:

email 6/15/12

Approved by Finance Director:

N/A

Approved by Department Head:

TD 6/18/12

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Over the last decade, the Planning Department has been documenting text amendments necessary to clarify permitting procedures, correct errors and omissions, reduce the need for interpretations and improve customer service. Over 100 such efficiency amendments have been identified. In 2010, many were resolved as part of our efficiency amendments and updated permit processing ordinance.

In order to keep up with the growing list, staff has proposed a set of housekeeping amendments for 2012. Most resolve reference errors, omissions, conflicts in code, or further improve permit processing. In addition, a few minor substantive issues have arisen in the last year which have been included, such as fireplace chimneys in setbacks and portable sign regulations.

The enclosed summary sheet explains the proposed amendments. The ordinance shows the actual code changes in numerical order.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on May 18, 2012.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed an initial set of housekeeping amendments at their February 6, 2012 meeting. Furthermore, the Planning Commission agreed that a set of housekeeping amendments could be directly considered by the City Council.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance

SUMMARY OF PROPOSED AMENDMENTS:

1. **General** – update references; clarify processing procedures; correct errors and omissions.
2. **Encroachment Permit and legislative SEPA appeals** – Change hearing body from City Council to Hearing Examiner.
3. **Complete Application Requirements** – Amend the complete application requirements to meet current policies and procedures.
4. **Plat Expirations** – Update the final plat provisions to meet the permanent extension of plat approvals (varies from 5 to 9 year depending on submittal or recording dates) to meet Chapter 92 Laws of 2012 of the Washington State Legislature.
5. **Sign Definitions** – Remove duplicative definitions for signs. Use the definitions in the sign code chapter.
6. **Fireplace Chimneys** – Allow up to 18 inches of a fireplace chimney encroach into the setback area consistent with the current allowances for roof eaves, bump-out windows and decks/balconies.
7. **Communication Facilities** – Allow co-location of wireless antennas to be Type I permits to make co-locations easier than constructing a new monopole (consistent with the statements at the beginning of the chapter).
8. **Portable Signs** - Amend regulations to clarify that portable signs must relate to the business displaying the signs.
9. **Planning Director** – Change references to Community Development Director in the Environment title to Planning Director.
10. **Critical Areas** – Amend applicability section of critical area review to meet the goals of the chapter and best available science guidelines; and update references to Department of Ecology manuals and guidelines.
11. **Comprehensive Plan** – Require a resolution with findings of fact when Council decides not to process a proposed amendment after the docket hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CORRECTING ERRORS AND OMISSIONS, AND CLARIFYING PROVISIONS TO AID IN INTERPRETATION AND IMPLEMENTATION OF TITLES 12, 16, 17, 18 AND 19; ALLOWING UP TO 18 INCHES OF A FIREPLACE CHIMNEY IN ALL SETBACKS; AMENDING PORTABLE SIGN REGULATIONS; RENAMING CHAPTER 17.66; REPEALING SECTIONS 17.04.730, 17.04.740, 18.10.080 AND 18.10.090; ADDING NEW SECTIONS 17.89.035, 17.90.035 AND 18.08.193; AND AMENDING SECTIONS 12.02.060, 16.03.001, 16.05.001, 16.06.001, 16.06.003, 16.06.006, 17.04.225, 17.04.890, 17.04.900, 17.04.910, 17.61.020, 17.66.030, 17.78.060, 17.80.030, 17.80.060, 17.80.100, 17.89.030, 17.89.040, 17.90.030, 17.90.040, 17.98.037, 17.98.058, 17.99.340, 18.04.230, 18.08.030, 18.08.034, 18.08.040, 18.08.090, 18.08.150, 18.08.192, 18.08.196, 18.10.060, 19.02.008 AND 19.09.140 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City has documented land use and processing code amendments necessary to correct errors and omissions, reduce the need for interpretations and improve implementation of the regulations by the City; and

WHEREAS, the City desires to correct these errors and omissions and clarify the code to reduce interpretation and improve customer service; and

WHEREAS, the City desires to correct and update references and remove conflicting provisions in Titles 17 and 18; and

WHEREAS, the City desires to have appeals of encroachment permits and legislative SEPA determinations heard by the City's Hearing Examiner rather than the City Council; and

WHEREAS, many of the requirements for a complete application for multiple project permits need to be updated to meet current policies and procedures; and

WHEREAS, under chapter 92, Laws of 2012, the Washington State Legislature provided for limited extensions relating to plat approvals, and the City Council desires to amend sections 16.06.003 and 16.06.006 of the Gig Harbor Municipal Code to comply with the new requirements; and

WHEREAS, the co-location permit process for communication facilities should be streamlined to meet the purpose and general guidelines of Chapter 17.61 Communication Facilities; and

WHEREAS, the City desires to allow up to 18 inches of a fireplace chimney in all setbacks; and

WHEREAS, amended regulations concerning portable signs are intended to clarify that portable signs must relate to the business displaying the signs; and

WHEREAS, because the City no longer has a Community Development Director position, all references to that position in the environment title should be changed to Planning Director; and

WHEREAS, the critical area review applicability section should be updated to include all development and all permit types which lead to development in order to be meet the goals of the Critical Areas chapter (GHMC 18.08) and best available science provisions; and

WHEREAS, the code reference to Washington State Department of Ecology's wetland identification, delineation, rating and analysis report manuals should be updated to meet current Ecology guidance; and

WHEREAS, the City desires to add a formal resolution process for those comprehensive plan amendments applications which are not forwarded to the Planning Commission for further processing after a docket hearing; and

WHEREAS, the proposed amendments were forwarded to the Washington State Department of Commerce on May 18, 2012, pursuant to RCW 36.70A.106, and were granted expedited review on June 6, 2012; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on June 6, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 12.02.060 in the Encroachment Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

12.02.060 Appeal.

Any decision of the director of public works or the director's designee, with respect to the issuance, refusal to issue, or revocation or refusal to revoke a permit may be appealed to the ~~city council~~ hearing examiner by

filing a notice of intent to appeal such decision with the city administrator/clerk within 10 days of the date of issuance of the decision being appealed. If an appeal from any such decision is taken, the appellant shall be required to pay a nonrefundable appeal fee in an amount of not less than \$100.00. The appeal shall include a complete statement of the reason or reasons that form the basis of the appeal. The decision of the city council hearing examiner shall be final, binding and conclusive, ~~the decision being solely within the discretion of the legislative body.~~

Section 2. Section 16.03.001 in the Boundary Line Adjustments chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.03.001 Requirements for a complete application.

~~An applicant for a boundary line adjustment shall submit five copies of the following:~~

A. A map at a scale of not less than one inch equal to 100 feet which depicts the existing property configuration, including all lot line dimensions.

B. A map which depicts the proposed property configuration, including all lot line dimensions.

C. A legal description of the existing property configuration and proposed property configuration,
prepared by a licensed professional land surveyor.

D. Completed application form, as described in GHMC 19.02.002.

Section 3. Section 16.05.001 in the Preliminary Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.05.001 Requirements for a complete application.

~~A. Number of copies: 10.~~

~~B. Application Contents.~~ In addition to the requirements for a complete application as set forth in GHMC 19.02.002, an applicant for a preliminary plat shall submit the following:

~~1. A.~~ A map or sketch using a scale of 100 feet to one inch or larger, showing:

a. 1. Topographical and other data depicting:

i. a. Boundary lines including bearing and distance;

ii. b. Easements, including location, width and purpose;

iii. c. Streets on and adjacent to the tract, including name and right-of-way width and location; type, width and elevation of surfacing, walks, curbs, gutters, culverts, etc.;

iv. d. Ground elevations on the tract, based on a datum plane approved by the city engineer; for land that slopes less than approximately two percent, show spot elevations at all breaks in grade, along all drainage channels or swales, and all selected points not more than 100 feet apart in all directions; for land that slopes more than

approximately two percent, either show contours with an interval of not more than five feet if ground slope is regular and such information is sufficient for planning purposes, or show contours with an interval of not more than two feet if necessary because of irregular land or need for more detailed data for preparing plans and construction drawings;

v. e. Other conditions on adjacent land, including approximate direction and gradient of ground slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers, and other nonresidential land uses or platted land within 300 feet of the subject property. Refer to subdivision plat by name, recording date, volume and page number, and show lot size, and dwelling units;

b. 2. Utilities on and adjacent to the tract, including location, size and invert elevation of sanitary, storm and combined sewers; location and size of water mains; location of gas lines, fire hydrants, electric and telephone poles, and street lights. If water mains and sewers are not on or adjacent to the tract, indicate the direction and distance to, and size of nearest ones, showing invert elevation of sewers;

c. 3. Other conditions on the tract including critical areas and/or their buffers, watercourses, marshes, rock outcrop;

d. 4. Zoning district designations, on and adjacent to the tract;

e. 5. Proposed public improvements, including highways or other major improvements planned by public authorities for future construction on or near the tract;

f. 6. Vicinity showing location of the tract;

g. 7. Sites, if any, to be reserved or dedicated for parks, playgrounds, or other public uses;

h. 8. Sites, if any, for multifamily dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single-family dwellings;

i. 9. Minimum building setback lines;

j. 10. Site data, including number of residential lots, typical lot size, and acres in parks, etc.;

k. 11. Plat name, scale, north arrow and date;

l. 12. Typical cross-sections of the proposed grading, roadway and sidewalk;

m. 13. Proposed sanitary, storm water and water systems plan with points of connection, grades and sizes indicated;

2. B. Title and certificates, including a legal description according to official records in the office of the county auditor; pertinent survey data compiled as a result of a survey made by or under the supervision of a land surveyor registered in the state and engaged in land surveying which contains notation stating acreage, scale, north arrow, datum, bench marks, certification of registered civil engineer or surveyor, date of survey;

3. C. Draft of proposed covenants, if any.

Section 4. Subsections 16.06.001(A) and (B) in the Final Plats chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

16.06.001 Requirements for a complete application.

A. Five-e Copies of construction drawings, if requested.

B. Work done by city or county in connection with the checking, computing and correcting of the plat, and for plan checking, inspecting, and testing as to all plat improvements including water lines, sanitary sewer lines, storm water retention and drainage systems, streets, curbs, gutters and sidewalks, if requested.

* * *

Section 5. Section 16.06.003 in the Final Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.06.003 Time frame for submission of final plat.¹

A. For preliminary plats approved on or after January 1, 2008 and through December 31, 2014. A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within seven years of the date of preliminary plat approval.

B. For preliminary plats approved on or after January 1, 2015. A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within five years of the date of preliminary plat approval.

C. For preliminary plats approved on or before December 31, 2007. A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within nine years of the date of preliminary plat approval, unless the plat is subject to the requirements adopted under Chapter 90.58 RCW. For plats subject to Chapter 90.58 RCW, subsection A of this section applies.

D. Extensions. provided, however, that the An applicant may submit an application to the city at least 30 days prior to the expiration of the preliminary plat approval for a one-time extension of one year. Such extensions may be granted by the city only if:

A. 1. The applicant agrees to construct the development in conformance with the zoning, design review, subdivision, public works standards and other development regulations in place at the time of the application for an extension; and

B. 2. The applicant provides its consent to allow any agency providing a recommendation under RCW 58.17.150 to reconsider and modify its recommendation, and after such reconsideration, each recommendation is unchanged and supports such extension.

Section 6. The code reviser is hereby directed to update the footnote for GHMC 16.06.003 for consistency with ordinance.

Section 7. Section 16.06.006 in the Final Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.06.006 Effect of final plat approval.¹

A. For final plats filed for record with the county auditor on or after January 1, 2008 and through December 31, 2014. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of seven years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

B. For final plats filed for record with the county auditor on or after January 1, 2015. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of five years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of five years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

C. For final plats filed for record with the county auditor on or before December 31, 2007 and not subject to Chapter 90.58 RCW. Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of nine years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of nine years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

D. For final plats subject to Chapter 90.58 RCW and filed for record on or before December 31, 2007, subsection A of this section applies.

Section 8. The code reviser is hereby directed to update the footnote for GHMC 16.06.006 for consistency with ordinance.

Section 9. Section 17.04.225 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.225 Co-location.

“Co-location” means the placement and arrangement of multiple antennas and equipment on an existing single support structure and or existing equipment pad area.

Section 10. Section 17.04.730 in the Definitions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 11. Section 17.04.740 in the Definitions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 12. Section 17.04.890 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.890 Yard, front.

“Front yard” means a yard extending the full length of the front lot line and its depth is measured horizontally at right angles to the front lot line from midpoint of the front lot line to the midpoint of the front building line, except roof eaves, bump-out windows, fireplace chimneys and decks/balconies may encroach up to a maximum of 18 inches into the yard.

Section 13. Section 17.04.900 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.900 Yard, rear.

“Rear yard” means a yard extending the full length of the rear lot line and its depth is measured horizontally at right angles to the rear lot line from midpoint of the rear lot line to midpoint of the rear building line, except roof eaves, bump-out windows, fireplace chimneys and decks/balconies may encroach up to a maximum of 18 inches into the yard.

Section 14. Section 17.04.910 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.910 Yard, side.

“Side yard” means a yard extending from the front yard to the rear yard and its depth is measured horizontally at right angles to the side lot line from the midpoint of the side lot line to the midpoint of the side building line except roof eaves, bump-out windows, fireplace chimneys and decks/balconies may extend up to 18 inches into the yard.

Section 15. Subsections 17.61.020(C) and (D) in the Communications Facilities chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.61.020 General guidelines and permit requirements.

* * *

C. General Requirements for Co-location. For new antenna and wireless communications facilities, co-location on existing towers and wireless support structures is preferred. Where co-location has been demonstrated to be impracticable, new towers are most appropriately located as stated in the order of preference in subsection B of this section. Communication facilities being co-located shall comply with all applicable development standards of this chapter.

Co-location on existing support structures is encouraged by fewer standards and a simplified permit procedure. Attachment of antennas to existing nonresidential structures and buildings primarily within business parks, employment districts and commercial districts is preferable to installation of new wireless support structures, broadcast and relay towers or monopoles. The city may request that the applicant perform feasibility studies associated with applications for communications facilities in order to demonstrate that locations on existing structures have been explored as the preferred siting alternative, or that a conditional use permit or a variance from the development standards in this chapter, as requested by the applicant, is necessary in order to provide wireless communications, television, radio or other broadcast services.

If the city requests such a feasibility study of an applicant, the study shall demonstrate:

a. That the applicant has: (i) contacted the owners of structures in excess of 30 feet within a one-quarter mile radius of the proposed site and from which a location standpoint could provide part of a network for transmission of signals; (ii) asked for permission to install the antenna on those structures; and (iii) received a denial of permission to install the antenna on those structures, together with the reason for such denial.

The information submitted by the applicant shall include (i) a map of the area to be served by the tower or antenna; (ii) its relationship to other cell sites in the applicant's network; and (iii) an evaluation of existing buildings taller than 30 feet, within one-quarter mile of the proposed tower or antenna which from a location standpoint could provide part of a network to provide transmission of signals.

In addition to the above, an applicant desiring to locate a new antenna support structure in a residential or waterfront district shall demonstrate that a diligent effort has been made to locate the proposed communications facilities on a government facility, a private institutional structure, or other appropriate existing structures within a non-residential zone, and that due to valid considerations including physical constraints, and economic or technological feasibility, no appropriate location is available.

D. Permit Processing Requirements.

1. Permit Type.

a. Co-location. Co-location shall be processed as a Type I permit.

a. b. Small Satellite Dish Antenna. Small satellite dish antennas shall comply with all International Building Code requirements, and Chapter 15.06 GHMC, but are otherwise exempt from the permit application procedures of GHMC Title 19.

b. c. Large Satellite Dish Antenna. Large satellite dish antennas and other antenna applications shall be processed as a Type I permit. A building permit shall also be required.

c. d. Amateur Radio Towers. Amateur radio tower applications shall be processed as a Type I permit. A building permit shall also be required.

d. e. Wireless Communication Facilities. A conditional use permit shall be required for wireless communication facilities in residential, waterfront district and downtown business districts, which shall be processed as a Type III permit. For all other districts, wireless communication facilities shall be processed as a Type II permit. A building permit shall also be required.

e. f. Broadcast and Relay Towers. Broadcast and relay tower applications shall be processed as a Type I permit. A building permit shall also be required.

Section 16. Chapter 17.66 of the Gig Harbor Municipal Code is hereby renamed to Variances and Interpretations.

Section 17. Section 17.66.030 in the Variances and Interpretations chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.66.030 General variances.

A. A general variance is a Type III application and shall be processed as set forth in GHMC Title 19. The hearing examiner shall have the authority to grant a variance from the requirements of this title, except as identified in GHMC 17.66.020(A), administrative variances, after considering the matter at a public hearing.

B. Before any variance can be granted, the examiner shall make findings of fact setting forth and showing that the following circumstances exist:

1. The proposed variance will not amount to a rezone nor authorize any use not allowed in the district;

2. Special conditions and circumstances exist which are peculiar to the land such as size, shape, topography or location, not applicable to other land in the same district and that literal interpretation of the provisions of this title would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district under the terms of this title;

3. The special conditions and circumstances do not result from the actions of the applicant;

4. Granting of the variance requested will not confer a special privilege that is denied other lands in the same district;
5. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated;
6. The hearing examiner shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land;
- ~~7. The decision of the hearing examiner shall be final. Appeals of the examiner's decision may be made to the city council in accordance with the appeal procedures established under GHMC 17.10.160.~~

Section 18. Subsection 17.78.060(A) in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.060 Requirements for residential landscaping.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be at least the depth of the required yard or setback area. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area, within three years. One deciduous tree a minimum of two-inch caliper or one six-foot evergreen or three shrubs which should attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped.
2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. ~~For~~ For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, ~~the~~ trees shall be of a species that will ultimately grow to the height of the planned building. In the selection of trees and shrubs, consideration should be given to overall aesthetic impacts at maturity.

* * *

Section 19. Subsection 17.80.030 (39) in the Sign Code chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.030 Definitions.

The following definitions shall apply for the purpose of this code:

* * *

39. "Portable sign" means a freestanding sign made of any material durable materials that does not allow changeable copy, which by its design is readily movable and is not permanently affixed to the ground.

Temporary materials including but not limited to paper shall not be used in connection with a portable sign. The intent of a portable sign used for commercial purposes is to advertise a business, a service or a product that is customarily provided at the business displaying the portable sign.

* * *

Section 20. Subsection 17.80.060(H) in the Sign Code chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.060 General regulations.

* * *

H. Portable Signs. Portable signs shall not exceed six square feet per side and shall not exceed 12 square feet total. Portable signs shall not exceed four feet in height, ~~and not~~ Not more than one such portable sign may be displayed per business. ~~Portable signs and~~ must be located on the premises to which they relate, except real estate signs and for those signs allowed under GHMC 17.80.100(F). Any business displaying a portable sign may not advertise a service or product that is not customarily provided at the business displaying the sign, nor may any business utilize the portable sign of another business to advertise a service or product that it provides. Portable signs may be displayed during business hours only. See GHMC 17.80.100(F) for additional regulations on portable signs in Area 2.

* * *

Section 21. Subsection 17.80.100(F) in the Sign Code chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.100 Sign standards for Area 2.

The following sign standards shall apply:

* * *

F. Portable Sign. One portable sign per customer building entrance (not to exceed one sign per 30 feet of building frontage) may be permitted subject to the following:

1. Location. Signs shall be located on the premises or directly in front of the sponsoring business at a point ~~not on the right-of-way~~ which is closest to the building entrance. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.

~~2. Hours of Display. Signs may be displayed during business hours only.~~

3. 2. Allowed Height. Maximum height of portable sidewalk signs shall be three feet. All other size requirements of portable signs described in GHMC 17.80.060(H) shall apply.

4. 3. Right-of-Way Permit. In order to place a portable sign in the public right-of-way, the sign owner must comply with the requirements of this chapter as well as the requirements of Chapter 12.02 GHMC, Encroachment Permits.

* * *

Section 22. Section 17.89.030 in the Planned Residential Development Zone (PRD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.030 Preliminary PRD Ppermit application procedures.

A. Type of Permit. A preliminary PRD application shall be processed according to the procedures set forth in GHMC Title 19 for Type III-A project permit applications. ~~Final PRD applications shall be processed according to the procedures in GHMC Title 19 for Type III-A project permit applications.~~

B. Duration of Approval and Expiration of Preliminary PRD. The duration of preliminary PRD approval and expiration shall be governed by GHMC 19.02.008 and be subject to the timeframes in GHMC 19.02.008(A), unless the preliminary PRD is associated with a preliminary plat; in that case, the underlying preliminary plat approval and expiration shall govern the preliminary PRD.

C. Concurrent Applications. Unless an applicant ~~for preliminary plat approval~~ requests otherwise, a preliminary plat shall be processed simultaneously with a PRD, to the extent that procedural requirements allow simultaneous processing. If an applicant requests that a preliminary PRD application be processed prior to the time a preliminary plat application is submitted or without a preliminary plat, the preliminary PRD application shall not be considered to be vested, i.e., such application shall not be considered under the subdivision, zoning or other land use control ordinances in effect at the time the fully completed application for a preliminary PRD has been submitted to the city.

D. Phasing. If a proposed PRD is to be developed in phases, the entire PRD shall be portrayed in the preliminary PRD application, and each phase shall individually receive final PRD approval within the time periods established in subsection B of this section.

E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PRD application.

Section 23. A new section 17.89.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.89.035 Final PRD permit application procedures.

A. Type of Permit. A final PRD application shall be processed according to the procedures set forth in GHMC Title 19 for Type IV project permit applications.

B. Duration of Approval and Expiration of Final PRD. An approved final PRD shall not expire. A final PRD may be amended through the process described in GHMC 17.89.120.

C. Concurrent Applications. A final PRD application shall be processed concurrently with a final plat if the preliminary PRD had an associated preliminary plat.

Section 24. Subsection 17.89.040(B) in the Planned Residential Development Zone (PRD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.040 Contents of complete PRD application.

* * *

B. Final PRD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for final PRD approval shall consist of the following information:

1. A copy of the approved preliminary PRD plans, if required by the director; and

2. Final PRD plans drawn to a scale no smaller than one inch equals 30 feet showing the items required by GHMC 17.89.040(A)(5) through (9); ~~and~~

3. A written statement on how the final PRD complies with the approved preliminary PRD and any conditions of preliminary PRD approval; and

4. A legal description and map of the area subject to the final PRD.

Section 25. Section 17.90.030 in the Planned Unit Development chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.030 Preliminary PUD Ppermit application procedures.

A. Type of Permit. A preliminary PUD application shall be processed according to the procedures set forth in GHMC Title 19 for Type III-A project permit applications. ~~Final PUD applications shall be processed according to the procedures in GHMC Title 19 for Type IV project permit applications.~~

B. Duration of Approval and Expiration of Preliminary PUD. The duration of preliminary PUD approval and expiration shall be governed by GHMC 19.02.008 and be subject to the timeframes in GHMC

19.02.008(A), unless the preliminary PUD is associated with a preliminary plat or binding site plan; in that case, the underlying preliminary plat or binding site plan approval and expiration shall govern the preliminary PUD.

C. Concurrent Applications. Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat or binding site plan shall be processed simultaneously with a PUD, to the extent that procedural requirements allow simultaneous processing. If an applicant requests that a preliminary PUD be processed prior to the time a preliminary plat application or binding site plan is submitted or without a preliminary plat or binding site plan, the preliminary PUD application shall not be considered to be vested, i.e., such application shall not be considered under the subdivision, zoning or other land use control ordinances in effect at the time the fully completed application for a preliminary PUD has been submitted to the city.

D. Phasing. If a proposed PUD is to be developed in phases, the entire PUD shall be portrayed in the preliminary PUD application, and each phase shall individually receive final PUD approval within the time periods established in subsection B of this section.

E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PUD application.

Section 26. A new section 17.90.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.90.035 Final PUD permit application procedures.

A. Type of Permit. A final PUD application shall be processed according to the procedures set forth in GHMC Title 19 for Type IV project permit applications.

B. Duration of Approval and Expiration of Final PUD. An approved final PUD shall not expire. A final PUD may be amended through the process described in GHMC 17.90.120.

C. Concurrent Applications. A final PUD application shall be processed concurrently with a final plat if the preliminary PUD had an associated preliminary plat. A final PUD shall be approved prior to the approval of a binding site plan if the preliminary PUD had an associated binding site plan.

Section 27. Subsection 17.90.040(B) in the Planned Unit Development chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.040 Contents of complete PUD application.

* * *

B. Final PRD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for final PRD approval shall consist of the following information:

1. A copy of the approved preliminary PUD plans, if required by the director; and
2. Final PUD plans drawn to a scale no smaller than one inch equals 30 feet showing the items required by GHMC 17.8990.040(A)(5) through (9); ~~and~~
3. A written statement on how the final PUD complies with the approved preliminary PUD and any conditions of preliminary PUD approval; and
4. A legal description and map of the area subject to the final PUD.

Section 28. Subsection 17.98.037(F) in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.037 Optional design review preapplication meeting.

* * *

F. Notice. Notice of a preapplication meeting with the DRB is not required; however, at the request of the applicant, notice will be mailed to the owner of all properties within 300 feet of the subject site. ~~The applicant shall provide preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property.~~

* * *

Section 29. Subsection 17.98.058(A) in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.058 Administrative review of alternative designs.

An applicant may request review by the director of an application or portions thereof which do not strictly conform to the specific requirements of Chapter 17.99 GHMC, Design Manual, for certain underlying project permit applications.

A. Only the following underlying project permit applications are eligible for administrative review of an alternative design:

1. Single-family (detached only) and duplex dwelling building permit applications for remodel or new construction on lots of record, and their accessory structures;
2. ~~Tenant improvement applications~~ Tenant-specific alterations.

* * *

Section 30. Subsection 17.99.340(C) in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.340 Fences.

The following standards are applicable to all uses and development:

* * *

C. Limit height of fences (IBE).

Fences are limited to a height of three feet along front yards (four feet for open rail fences) and six feet in rear and side yards; provided, that clear vision is retained for adjacent driveways and intersections (see clear vision provisions in the city's public works standards).

Section 31. Section 18.04.230 in the Environmental Review (SEPA) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.230 Appeals.

The city establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-110-680:

A. Appealable Decisions.

1. Only the following decisions may be administratively appealed under this chapter:

- a. Final threshold determination;
- b. Mitigation or failure to mitigate in the SEPA decision;
- c. Final EIS; and
- d. Project denials.

2. If the city does not provide for a hearing or appeal on the underlying action/permit, then the SEPA administrative appeal on the decisions listed in subsection (A)(1) of this section shall be the only hearing and appeal allowed on the underlying action/permit.

B. Notice of Decision.

1. In the notice of decision issued by the city pursuant to GHMC 19.02.007 and for every decision for which an appeal is available in this section, the SEPA responsible official shall give official notice of the date and place for commencing an appeal. The notice shall include:

- a. Notice that the SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action;
- b. The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit;
- c. Where the appeal may be filed.

2. Written notice shall be provided to the applicant, all parties to any administrative appeal and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the

permit, the decision documents, the SEPA compliance documents or may be printed separately.

C. Timing of Appeal. The appeal shall take place prior to the city's final decision on a proposed action. However, the SEPA appeal hearing may be consolidated with any other hearing on the underlying permit or action.

D. Number of Appeals. Only one administrative appeal to the city is allowed of the decisions listed in GHMC 18.04.170(A).

E. Consolidated Appeals. If the underlying action/permit requires a hearing, any SEPA appeal shall be consolidated with the hearing or appeal of the underlying action/permit into one simultaneous hearing, with the exception of the following:

1. An appeal of a determination of significance (DS);

2. An appeal of a procedural determination made by the city when the city is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. Subsequent appeals of substantive determinations by an agency with jurisdiction over the proposed project shall be allowed under the SEPA appeal procedures of the agency with jurisdiction;

3. An appeal of a procedural determination made by the city on a nonproject action; and

~~4. An appeal to the city council under RCW 43.21C.060.~~

F. Timing of Appeal.

1. SEPA Decision Issues at the Same Time as Underlying Action.

An appeal of a SEPA decision that issued at the same time as the decision on a project action shall be filed within 14 days after issuance of a notice of decision under GHMC 19.02.007 (or RCW 36.70B.130).

2. SEPA Decision Allows Public Comment. For a DNS or MDNS for which public comment is required (under this chapter), the appeal period shall be extended for an additional seven days.

3. SEPA Threshold Decision Issues Prior to Decision on Underlying Action. An appeal of a threshold decision issued prior to a decision on a project action shall be filed within 14 days after notice that the decision has been made and is appealable.

G. Consideration of SEPA Responsible Official's Decision. Procedural determinations made by the SEPA responsible official shall be entitled to substantial weight by the hearing examiner or city council in an appeal.

H. Administrative Record. An administrative record of the appeal must be provided, and the record shall consist of the following:

1. Findings and conclusions;

2. Testimony under oath; and

3. A taped or written transcript. (The city may require that the appellant provide an electronic transcript.)

I. Exhaustion of Administrative Remedies. The city's administrative appeal procedure must be used before anyone may initiate judicial review of any SEPA issue for which the city allows an appeal in this section.

J. Content of Appeal. Every appeal must be in writing, and must include the following:

1. The applicable appeal fee, as established by resolution of the city council;
2. Appellant's name, address and phone number;
3. A statement describing the appellant's standing, or why the appellant believes that he or she is aggrieved by the decision appealed from;
4. Identification of the application and decision which is the subject of the appeal;
5. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;
6. The specific relief sought;
7. A statement that the appellant has read the appeal and believes the content to be true, followed by the appellant's signature.

K. Timeliness of Appeals. On receipt of a written notice of appeal, the SEPA responsible official shall forward the appeal to the hearing examiner or city council (whichever is the hearing officer/body on the appeal), who shall determine whether the appeal is timely prior to the scheduling of any appeal hearing or consolidated open record hearing on an underlying project permit. A written decision will issue if the appeal is untimely and the appeal will not proceed.

L. ~~Hearing Examiner Appeals.~~

1. ~~Jurisdiction. All administrative appeals relating to project permit applications or any type of quasi-judicial or ministerial development applications that are not appealable to the city council (pursuant to GHMC 19.01.003) shall be heard by the hearing examiner. The hearing examiner shall hear all administrative appeals of appealable decisions.~~

2. ~~Hearing. The hearing examiner shall hold an open record public hearing on the appeal, as provided in Chapter 19.05 19.06 GHMC.~~

3. ~~Date for Issuance of Decision. The hearing examiner shall issue a decision on the appeal within the time period set forth in GHMC 19.05.008, unless a longer period is agreed to in writing by the applicant and hearing examiner.~~

4. ~~Appeals of Hearing Examiner's Decision. The hearing examiner's decision on the timeliness of an appeal within his/her jurisdiction and any other appeals allowed under this subsection within his/her jurisdiction shall be the final decision of the city. The hearing examiner's decision shall state that any appeal of the final decision shall be filed in Pierce County superior court (pursuant to Chapter 36.70C RCW), Growth Management Hearings Board, or the shorelines hearings board, as applicable.~~

5. ~~Notice of Appeal. Notice of the appeal hearing shall be mailed to the appellant at least 10 days prior to the hearing. For SEPA project actions associated with a Type III project permit, a notice of a potential appeal hearing may be consolidated with the notice of public hearing~~

required by GHMC 19.03.003. For SEPA nonproject actions, notice of the appeal hearing shall be published in the city's official newspaper at least 10 days prior to the hearing.

~~M. City Council Appeals.~~

~~1. Jurisdiction. The city council shall hear all administrative appeals relating to legislative actions and applications. In addition, the city council shall hear appeals relating to any other applications that are appealable to the city council (pursuant to GHMC 19.01.003).~~

~~2. Hearing. For all legislative actions and applications, the city council shall hold an open record hearing (Chapter 19.05 GHMC). For any appeals relating to applications appealable to the city council (pursuant to GHMC 19.01.003), the city council shall hold a closed record hearing (Chapter 19.06 GHMC).~~

~~3. Record on Appeal. There are no restrictions on the evidence and testimony received by the council for an appeal relating to legislative actions and applications. For any other type of appeal, the city council shall follow the requirements of Chapter 19.06GHMC for closed record appeals.~~

~~4. Appeals of City Council's Decision. The city council's decision on the timeliness of an appeal within its jurisdiction and any other appeals allowed under this subsection within its jurisdiction shall be the final decision of the city. The city council's decision shall state that any appeal of the final decision may be filed in Pierce County superior court within 21 days of issuance or the Growth Management Hearings Board.~~

~~N. M. Judicial Appeals.~~

~~1. When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA and those which do not. This section and RCW 43.21C.075 establish the time limits for raising SEPA issues, but existing statutes of limitation control the appeal of non-SEPA issues.~~

~~2. Appeals of the city's final decision shall be filed in superior court, but appellants must follow RCW 43.21C.075(6)(c), which provides that "judicial review under chapter 43.21C RCW shall without exception be of the governmental action together with its accompanying environmental determinations," which contemplates a single lawsuit.~~

Section 32. Subsection 18.08.030(D) in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.030 Definitions.

For purposes of this chapter, the following definitions shall apply:

* * *

D. "Department" means the city planning department of community development.

“Designated wetland” means those lands identified through the classification process established by this chapter.

“Development” means alteration (see definition for alteration).

“Director” means the planning director or his/her designee.

“DRASTIC” means a model developed by the National Water Well Association and Environmental Protection Agency and which is used to measure aquifer susceptibility to contamination.

* * *

Section 33. Section 18.08.034 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.034 Applicability.

A. Critical Area Review. All development ~~proposals~~ in critical areas and their buffers, whether on public or private property, shall comply with the requirements of this chapter. The ~~community development~~ director or his/her designee shall utilize the procedures and rules established in the city of Gig Harbor environmental policy ordinance, Chapter 18.04 GHMC, Environmental Review (SEPA), and the applicable provisions of GHMC Title 16, 17 and 19 to implement the provisions of this chapter. Critical area review shall be required for all development and any of the following permits: Development proposals include any development project which would require any of the following:

1. Building permit for any construction;
2. Clearing and gGrading permit as provided for in Chapter 14.40 GHMC;
3. Any shoreline management permit or exemption as authorized under Chapter 90.58 RCW;
4. Site plan review as provided for in Chapter 17.96 GHMC;
5. Subdivision, short subdivision or planned unit development;
6. Zoning variance or conditional use permit;:-
7. Land clearing as provided for in Chapter 17.94 GHMC.

B. Special Studies Required. When an applicant submits an application for any development proposal, the application shall indicate whether any critical area is located on the site. The ~~community development~~ director or designee shall visit the site, and in conjunction with the review of the information provided by the applicant and any other suitable information, shall make a determination as to whether or not sufficient information is available to evaluate the proposal. If it is determined that the information presented is not sufficient to adequately evaluate a proposal, the ~~planning~~ director shall notify the applicant that additional studies as specified herein shall be provided.

C. Appeals. A decision of the ~~community development~~ director to approve, conditionally approve or deny a permit, or any official

interpretation in the administration of this chapter may be appealed in accordance with the procedures established under GHMC Title 19.

Section 34. Section 18.08.040 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.040 Wetlands – Classification guidelines/ratings.

A. Wetland rating and classification shall be established based upon the completion of a delineation report prepared by a qualified wetland specialist to determine boundary, size, function and value. Guidelines for preparing a wetland delineation report are defined in GHMC 18.08.090 and the Department of Ecology ~~Wetland Identification and Delineation Manual (1997), which is consistent with the 1987 Federal Manual used by the U.S. Army Corps of Engineers~~ currently approved federal manual and applicable regional supplements.

B. Wetland Ratings. Wetlands shall be rated according to the Washington State Department of Ecology wetland rating system found in the most recent version of the Washington State Wetland Rating System for Western Washington, revised April 2004 (Ecology Publication No. 04-06-025). These documents contain the definitions and methods for determining if the criteria below are met.

1. Wetland Rating Categories.

a. Category I. Category I wetlands are those wetlands of exceptional resource value based on their functional value and diversity. Category I wetlands are:

- i. Undisturbed estuarine wetlands larger than one acre;
- ii. Wetlands designated by Washington Natural Heritage Program as high quality;
- iii. Bogs;
- iv. Mature and old-growth forested wetlands larger than one acre;
- v. Wetlands in coastal lagoons;
- vi. Wetlands that perform high functions (wetlands scoring 70 points or more on the Ecology wetland rating form).

b. Category II. Category II wetlands are those wetlands of significant resource value based on their functional value and diversity. Category II wetlands are:

- i. Estuarine wetlands smaller than one acre or disturbed estuarine wetlands larger than one acre; or
- ii. Wetlands scoring between 51 and 69 points on the Ecology wetland rating form.

c. Category III. Category III wetlands are those wetlands of important resource value based on their functional value and diversity. Category III wetlands are wetlands with a moderate to low level of functions (wetlands scoring 30 to 50 points on the wetland rating form).

d. Category IV. Category IV wetlands are those wetlands with the lowest level of functions scoring less than 30 points on the Ecology wetland rating form. Hydrologically isolated Category IV wetlands less than 1,000 square feet are exempt as per GHMC 18.08.202(H).

Section 35. Subsection 18.08.090(B) in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.090 Wetlands – Analysis report requirements.

* * *

B. The wetland analysis report shall be prepared in accordance with the methods outlined in the Ecology ~~1997 Wetland Identification and Delineation Manual~~ Publication #10-06-002 Wetlands and CAO updates – Guidance for Small Cities (Western Washington) or, if updated, a more recent version and submitted to the department for review for any proposals that are within 300 feet of a wetland.

* * *

Section 36. Section 18.08.150 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.150 Wetlands – Mitigation plan submittal requirements.

A. Following submittal of any proposed alterations to wetland and buffer areas, the applicant shall submit to the department a wetland mitigation plan substantially in the following form:

1. A. Conceptual Phase. A conceptual wetland mitigation plan shall be submitted to the department. In cases in which environmental review is required, a threshold determination may not be made prior to department review of the conceptual wetland mitigation plan. The conceptual wetland mitigation plan shall include:

- a. 1. General goals of the wetland mitigation plan, including an overall goal of no net loss of wetland function and acreage, and to strive for a net resource gain in wetlands over present conditions;
- b. 2. A review of literature or experience to date in restoring or creating the type of wetland proposed;
- c. 3. Approximate site topography following construction;
- d. 4. Location of proposed wetland compensation area;
- e. 5. General hydrologic patterns on the site following construction;
- f. 6. Nature of compensation, including wetland types (in-kind and out-of-kind), general plant selection and justification, approximate project sequencing and schedule, and approximate size of the new wetland buffer;
- g. 7. A conceptual maintenance plan;

h. 8. Conceptual monitoring and contingency plan.

2. B. Detailed Phase. Following approval of the conceptual wetland mitigation plan by the department, a detailed wetland mitigation plan shall be submitted to the department. The detailed wetland mitigation plan shall contain, at a minimum, the following components, and shall be consistent with the standards in GHMC 18.08.160 and 18.08.180:

a. 1. Text and map of the existing condition of the proposed compensation area, including:

- i. a. Existing vegetation community analysis;
- ii. b. Hydrological analysis, including topography, of existing surface and significant subsurface flows into and out of the area in question;
- iii. c. Soils analysis providing both Soil Conservation Service mapping and data provided by on-site verified determinations;
- iv. d. Detailed description of flora and fauna existing on the site;
- v. e. Description of existing site conditions in relation to historic conditions for those sites which have been recently altered or degraded;

b. 2. Text and map of the proposed alterations to the compensation area, including:

- i. a. Relationship of the project to the watershed and existing water bodies;
- ii. b. Topography of site using one-foot contour intervals;
- iii. c. Water level data, including depth and duration of seasonally high water table;
- iv. d. Water flow patterns;
- v. e. Grading, filling and excavation, including a description of imported soils;
- vi. f. Irrigation requirements, if any;
- vii. g. Water pollution mitigation measures during construction;
- viii. h. Aerial coverage of planted areas to open water areas (if any open water is to be present);
- ix. i. Appropriate buffers;

The wetland mitigation plan shall include detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome. The wetland mitigation plan shall provide for elevations which are appropriate for the desired habitat type(s) and which provide sufficient tidal prism and circulation data;

e. 3. As part of the wetland mitigation plan, a landscaping plan shall be designed by a registered landscape architect or contractor working with a qualified wetland specialist, describing what will be planted where and when. The landscape plan shall include the following:

- i. a. Soils and substrate characteristics;
- ii. b. Specification of substrate stockpiling techniques;

- iii. c. Planting instructions, including species, stock type and size, density or spacing of plants, and water and nutrient requirement;
- iv. d. Specification of where plant materials will be procured. Documentation shall be provided which guarantees plant materials are to be procured from licensed regional nurseries, or from wetlands on-site which are part of the wetland mitigation plan;
- d. 4. A schedule shall be provided showing dates for beginning and completing the mitigation project, including a sequence of construction activities;
- e. 5. A monitoring and maintenance plan, consistent with GHMC 18.08.180. The plan shall include all the following:
 - i. a. Specification of procedures for monitoring and site maintenance;
 - ii. b. A schedule for submitting monitoring reports to the department;
 - iii. 6. A contingency plan, consistent with GHMC 18.08.180;
 - iv. 7. A detailed budget for implementation of the wetland mitigation plan, including monitoring, maintenance and contingency phases;
 - v. 8. A guarantee that the work will be performed as planned and approved, consistent with GHMC 18.08.180;
 - vi. 9. The wetland mitigation plan shall be signed by the qualified wetland specialist to indicate that the plan is according to specifications determined by the qualified wetland specialist. A signed original wetland mitigation plan shall be submitted to the department.
- 3. C. Following the approval of the detailed wetland mitigation plan by the department, the plan shall be signed and notarized by the applicant and ~~community development~~ director, and recorded with the Pierce County auditor.
- 4. D. Approval of the detailed wetland mitigation plan shall occur prior to the issuance of building permits or other development permits. No development activity shall occur on the site prior to approval. Required mitigation may also be required prior to issuance of permits or prior to commencing development activity. Timing of required mitigation shall be determined on a case-by-case basis.

Section 37. Section 18.08.192 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.192 Landslide and erosion hazard areas.

Areas which are identified as landslide or erosion hazard areas shall be subject to the requirements established in this section.

A. Regulation. Applications for regulated activities proposed within designated landslide and erosion hazard areas shall be accompanied by a geotechnical report prepared by a geologist or geotechnical engineer licensed as a civil engineer with the state. If it is satisfactorily demonstrated to the ~~community development~~ director that a landslide or

erosion hazard potential does not exist on the site, the requirements of this section may be waived.

B. Geotechnical Report Requirements. A geotechnical report required under this section shall include, at a minimum, the following information:

1. Topographic data at a minimum scale of 1:240 (1 inch equals 20 feet). Slope ranges shall be clearly delineated in increments of 15 percent to 25 percent, 25 percent to 40 percent and greater than 40 percent;
2. Subsurface data, including boring logs and exploratory methods, soil and rock stratigraphy, ground water levels and any seasonal variations of ground water levels;
3. Site history, including description of prior grading and clearing, soil instability or slope failure.

If a geotechnical report has been prepared and accepted by the ~~community development~~ director within the previous two years for a specific site and the proposed land use development and site conditions have not changed, the report may be utilized without the requirement for a new report.

C. Development Standards. Upon submission of a satisfactory geotechnical report or assessment, site development may be authorized by the director subject to the following:

1. Buffers shall comply with the requirements of GHMC 18.08.190(A);
2. Approved erosion control measures are in place prior to, or simultaneous with, site clearing or excavation;
3. Such other conditions as deemed appropriate by the administrator to ensure compliance with the provisions of this chapter.

Section 38. A new section 18.08.193 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.08.193 Mudslide hazard.

The director shall require review of each permit application to determine whether the proposed site and improvements will be reasonably safe from mudslide hazards; a further review must be made by persons qualified in geology and soils engineering; and the proposed new construction, substantial improvement, or grading must be adequately protected against mudslide damage and not aggravate the existing hazard.

Section 39. Section 18.08.196 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.196 Flood hazard areas.

Areas which are prone to flooding and which are identified in the Federal Emergency Management Administration flood insurance rate maps for the city of Gig Harbor (September 2, 1981) shall be subject to the requirements of this section.

A. Regulation. All development within flood hazard areas shall be subject to the requirements of the city of Gig Harbor flood hazard construction standards (Chapter ~~15.04~~ 18.10 GHMC).

Section 40. Subsections 18.10.060(B) and (C) in the Flood Hazard Construction Standards chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

18.10.060 Administration.

* * *

B. Application for Flood Hazard Permit. Application for a flood hazard permit shall be made on forms furnished by the ~~community development planning~~ director. A complete flood hazard permit shall include the following:

1. Plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- a. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FEMA Form 81-31) with Section B completed by the local official;
- b. Elevation in relation to mean sea level to which any structure has been floodproofed;
- c. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet floodproofing criteria in GHMC 18.10.070;
- d. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

C. Designation of the Local Administrator. The ~~community development~~ planning director or his/her designee is hereby appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

* * *

Section 41. Section 18.10.080 in the Flood Hazard Construction Standards chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 42. Section 18.10.090 in the Flood Hazard Construction Standards chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 43. Subsection 19.02.008(C) in the Type I-IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

* * *

C. The duration of approval, expiration and extension of the following land use permits shall not be governed by this section, except that subsection B of this section shall apply:

1. Shoreline permits shall be governed by the city of Gig Harbor shoreline master program and WAC 173-27-090;

2. Subdivisions, short plats, binding site plans and boundary line adjustments shall be governed by GHMC Title 16 and Chapter 58.17 RCW;

3. Land use permits governed by a development agreement shall be pursuant to the development agreement;

4. Special use permits, land clearing permits, planned residential developments, planned unit development and temporary trailer permits shall be governed by the provisions in the specific zoning code chapter regulating those permits.

* * *

Section 44. Section 19.09.140 in the Amending the Comprehensive Plan chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.09.140 Selecting the applications for further processing during annual review.

The council shall consider each application separately under the criteria set forth in GHMC 19.09.130, and shall decide which applications will be processed during the current annual amendment process, and which will not be processed. ~~Any proposed amendment selected by the city council for further processing shall be processed as provided in this chapter. The processing of any proposed amendment not selected by the city council shall be terminated and the proposed amendment removed from the docket, unless otherwise directed by city council. The Council's findings and conclusions on the applications that will not be processed shall be incorporated into a resolution. No findings and conclusions are required for those applications that are forwarded for further processing as provided in this chapter.~~

Section 45. Retroactive Application. The provisions of Sections 5 and 7 amending GHMC 16.06.003 and 16.06.006 shall be effective retroactively to June 7, 2012.

Section 46. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be 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 47. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

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Business of the City Council
City of Gig Harbor, WA

Subject: Resolution #905 – Gig Harbor as a Boating Destination.

Proposed Council Action: Approve Resolution #905 recognizing and encouraging Gig Harbor as a Boating Destination.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *AS*
Special Projects

For Agenda of: June 25, 2012

Exhibits: Resolution #905

Concurred by Mayor:

Initial & Date

Approved by City Administrator:

CLH 6/20/12

Approved as to form by City Atty:

DR by MT

Approved by Finance Director:

Approved by Department Head:

Expenditure Required	n/a	Amount Budgeted	n/a	Appropriation Required	n/a
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INFORMATION / BACKGROUND

On June 6, 2012, a community meeting was held to discuss current conditions for the boating public. As a result of public input and comments, those in attendance agreed that Gig Harbor Bay is a boating destination that should continue to support recreational and commercial boating. It was suggested that a Resolution to formally endorse this support be forwarded to City Council (see attached Resolution #905) for review and approval.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve Resolution #905 Recognizing and Encouraging Gig Harbor as a Boating Destination.

RESOLUTION NO. 905

**A RESOLUTION IN SUPPORT OF RECOGNIZING AND
ENCOURAGING GIG HARBOR AS A BOATING
DESTINATION.**

WHEREAS, the Gig Harbor commercial fishing fleet continues to play an important role in the recognition of Gig Harbor as a working fishing village; and

WHEREAS, over the years marinas have been developed in Gig Harbor to serve recreational boaters within our community; and

WHEREAS, Gig Harbor has been nationally recognized as a protected harbor where recreational boaters visit, enjoy the bay, and patronize businesses and restaurants throughout Gig Harbor; and

WHEREAS, the citizens of Gig Harbor appreciate the natural beauty of Gig Harbor and know that it is a unique and special place; and

WHEREAS, Gig Harbor understands the value the boating industry brings to our City; and

WHEREAS, it is in the best interest of the City of Gig Harbor to express its support for efforts to increase the recognition of Gig Harbor as a boating destination, and; NOW, THEREFORE,

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

The City Council expresses its ongoing support for recognizing and encouraging Gig Harbor as a boating destination in Puget Sound.

RESOLVED this 25th day of June, 2012.

Mayor Charles L. Hunter

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: 06/19/12
Passed by City Council: 6/25/12
Resolution No. 905