

Gig Harbor City Council Meeting

**January 14, 2013
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 14, 2013 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. a) Approval of City Council Minutes Dec. 10, 2012; b) Approval of City Council Special Meeting Minutes Dec. 17, 2012.
2. Liquor License Action: a) Renewals: Thai Hut, Cigar Land, Gig Harbor Spirits, The Inn at Gig Harbor, Brix 25, The British Connection, Fondi, Red Rooster, Lele's, Heritage Distilling Co.; b) Renewals: Hy-lu-Hee-Hee, Half-Time Sports; c) El Pueblito, Albertson's, Discovery Village, Finholm's Grocery & Deli, 7 Seas Brewing Company, Blazing Onion.
3. Receive and File: a) Parks Commission Minutes Dec. 5, 2012; b) Planning Commission Minutes Sep 20, 2012, Oct 4, 2012, Nov 1, 2012, and Nov 15, 2012; c) Downtown Vision Committee: Aug 8, 2012, Sep 26, 2012, Oct 3, 2012 and Oct 23, 2012; d) Planning and Building Committee: Oct 1, 2012 and Oct 30, 2012; e) Finance & Safety Committee Minutes Dec. 17, 2012.
4. Correspondence / Proclamations: Harbor WildWatch 2012 Activity Report.
5. City Prosecutor Contract Renewal.
6. Department of Assigned Counsel Contract Renewal.
7. Puget Sound Clean Air Agency – Memorandum of Understanding.
8. Donkey Creek Restoration & Transportation Improvements Project – Consultant Contract Amendment #4/Parametrix.
9. Approval of Payment of Bills Dec. 24, 2012: Checks #71289 through #71458 in the amount of \$674,341.70.
10. Approval of Payment of Bills Jan. 14, 2013: Checks #71459 through #71586 in the amount of \$377,778.32.
11. Approval of Payroll for the Month of December: Checks #6803 through #6824 in the amount of \$327,516.21.

OLD BUSINESS: None.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Development Agreement for Downtown Gig Harbor.
2. First Reading of Ordinance – Peddler's License.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

2013 Council Committees, Mayor Pro Tem, and Committee Representation.

STAFF REPORT:

PUBLIC COMMENT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Jan 17th at 3:00 p.m.
2. Civic Center Closed for Martin Luther King Day – Mon. Jan 21st.
3. Downtown Planning / Visioning Committee – Wed. Jan 23rd at 4:00 p.m.
4. Boards and Candidate Review - Mon. Jan 28th at 4:00 p.m.
5. City Council – Mon. Jan 28th at 5:30 p.m.

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.30.110(1)(i).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – December 10, 2012

PRESENT: Councilmembers Ekberg, Guernsey, Perrow, Malich, Kadzik, and Mayor Hunter. Councilmember Payne was absent and Councilmember Young came to the meeting later.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Nov. 13, 2012.
2. Correspondence / Proclamations: Pancreatic Cancer Awareness Month.
3. Liquor License Action: Change of Location: The British Connection.
4. Receive and File: a) Minutes of Budget Worksession I Nov. 5th; b) Minutes of Budget Worksession II Nov. 6th.
5. Resolution No. 917 – Surplus Property IT.
6. Maritime Pier Pump-Out - Washington State Parks Grant Agreement.
7. Second Reading of Ordinance No. 1251 – Amendment to Employee Bonds Requirement.
8. 2013 Addendum to Agreement for Legal Services.
9. Grandview Reservoir Repainting Project – Public Works Contract Award and Consultant Services Testing Contract.
10. Approval of Payment of Bills Nov. 26, 2012: Checks #71107 through #71198 in the amount of \$297,771.09.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Guernsey – four voted in favor. Councilmember Perrow abstained.

PRESENTATIONS:

Update on the Emergency Mitigation Plan. Debbie Bailey, Pierce County Department of Emergency Management, presented updated information on the FEMA requirement to bring all 78 jurisdictions under one, updated mitigation plan. She explained that grants will help with the plan update which should be completed by next summer. After reviewed by FEMA, the plan should be back before each jurisdiction for adoption by next November.

OLD BUSINESS:

1. Second Reading of Ordinance – Maritime Pier Use. Lita Dawn Stanton, Special Projects, clarified that the use agreement is still in the works to determine insurance coverage limits but that has no bearing on the ordinance itself. She also explained that language will be added to the use agreement stating that any use of the dock will not interfere with access to the float in response to concerns voiced at the last meeting.

Councilmember Malich asked if other jurisdictions require a use agreement. City Attorney Angela Belbeck and Lita Dawn Stanton responded that this is based on the Fishermen's Terminal in Seattle. Councilmember Malich said that he thinks we can regulate the dock by ordinance without an additional use authorization agreement for each individual using the dock.

Ms. Belbeck said this is a starting point for a new pier that can be re-visited when we gain some experience with use.

MOTION: Move to approve Ordinance 1253 Maritime Pier Use.
Ekberg / Guernsey – four voted in favor. Councilmember Malich voted no.

Councilmember Young entered the meeting at 5:45 p.m.

2. Second Reading of Ordinance No. 1254 – 2012 Budget Amendment. Finance Director David Rodenbach explained that this ordinance is a result of increased activity in the marketing budget and the purchase of a new park. He offered to answer questions.

MOTION: Move to approve Ordinance 1254 2012 Budget Amendment.
Kadzik / Ekberg – unanimously approved.

NEW BUSINESS:

1. Public Hearing and Resolution No. 920 – The Harbor Vision. Councilmember Jill Guernsey explained that adopting a vision statement requires quite a lot of work and said she was proud that we did it without an outside consultant. Councilmember Guernsey explained that this vision statement sets the foundation for future efforts to revitalize the harbor. She recognized the efforts of the Chamber of Commerce, the Gig Harbor Historic Waterfront Association, the Downtown Planning and Visioning Committee and staff members Tom Dolan, Jennifer Kester, Lita Dawn Stanton and intern Corey Reagan. She said she is hopeful that this will be passed tonight and implemented in terms of future amendments to the city's comprehensive plan, zoning regulations, and economic development activities. She thanked the Mayor for organizing this group, and thanked everyone who participated.

Mayor Hunter opened the public hearing at 5:48 p.m.

Alice Stenhjem – 3868 Spadoni Lane. Ms. Stenhjem explained she is a Gig Harbor resident and former Planning Commission member from Bremerton. She spoke of Gig Harbor's affluence and advantages and praised the vision statement which she said will help guide the future of the town. She encouraged everyone to visit the Bremerton Ferry Dock and adjacent park, adding that she envisions something similar in Gig Harbor.

Dave Morris – 2809 Harborview Drive. Mr. Morris, speaking as a citizen and member of the Historic Waterfront Association, said that he participated in the process and is

pleased with the end result. He said that the four statements in the vision statement are a fair representation of the public input, and stressed how important it will be to take these seriously when making decision for future policy and regulations. Mr. Morris said that as a business guy, he is interested in the two that speak to retail shops and providing service to the recreational boaters, which also supports the notion of Gig Harbor as a boating destination.

Gary Glein – 3519 Harborview Drive. Mr. Glein, President of the Gig Harbor Historic Waterfront Association, praised the group that put this together and for obtaining a great deal of public input. He said that we've clearly heard that the citizens want to preserve the character of the harbor, but they also want a downtown business core and services for boating. Mr. Glein said that we really need clarity for the vision to build policy; he praised the city for accomplishing this.

Warren Zimmerman – 2717 Ryan Lane. Mr. Zimmerman, Gig Harbor Chamber of Commerce, also voiced appreciation for everyone who worked on the vision. He read a paragraph from a letter to Council thanking Councilmember Guernsey and everyone who took part in the vision statement. He said that the Chamber looks forward to supporting all the efforts outlined in the vision.

Alan Anderson – 3225 Shawnee Drive. Mr. Anderson, Coach of the Kayak Team, thanked the city for working on the boathouse proposal and said he is excited to see it move forward. He gave an overview of their work with Wounded Warriors and Disabled Veterans, adding that their hope is to put a Wounded Warrior on the podium in the Brazil Olympics in 2016. Mr. Anderson said that they received seed money from the US Olympic Committee for special boats with adaptive equipment which arrived this week, and because a feature article is coming out soon, it's time to get to work on the program. He said that he loves Gig Harbor's history and he speaks for a generation of young people who would like to make a history of their own.

Senior Planner Jennifer Kester acknowledged that the city received several e-mails over the past week; these have been provided to Council and should be considered part of the public record.

Mayor Hunter closed the public hearing at 5:58 p.m.

Councilmember Malich said that as someone who wanted to "put the brakes" on the whole process, he likes the final vision that was created. He then spoke of his concern over the defined downtown area and said he would continue to work to protect the residential portion of the downtown.

Councilmember Kadzik acknowledged the e-mails received and said that many of those comments were discussed in detail. It was decided that at some point they had to finalize the document and said he is proud of the final product.

Councilmember Guernsey clarified that the group discovered that the majority of people think downtown goes clear around the harbor and up Judson, and so they decided to refer to it as “The Harbor” rather than just “Downtown.” The vision included both residential and commercial areas but no zoning changes; it is a visual representation.

Ms. Kester explained that this resolution not only adopts the Vision Statement and map, but also directs the Planning Department to incorporate them when implementing policies as part of the 2013 Comprehensive Plan amendment cycle.

Mayor Hunter thanked staff members for all their hard work on this project.

MOTION: Move to adopt Resolution No. 920 adopting The Harbor Vision.
Malich / Guernsey – unanimously approved.

2. Resolution No. 921 – Adopting the Draft Shoreline Master Program. Planning Director Tom Dolan introduced this resolution to transmit the city’s draft Shoreline Master Program to the State Department of Ecology for approval. He gave an overview of the lengthy process that has transpired up to this point and emphasized that there would be more opportunity for public comment before the final adoption.

Councilmember Perrow voiced concern that there hadn’t been sufficient time to review the document before sending it off to DOE. Mr. Dolan described the changes that had been made and Council’s request at the last public hearing in October.

After further discussion a suggestion was made to hold this over to a special meeting on December 17th at 5:00 P.M.

STAFF REPORT:

Fire Suppression Cost Recovery Legislation. Senior Planner Jeff Langhelm presented the background for draft legislation being proposed by a group of Washington State water purveyors in response to unresolved questions about who pays for and assumes liability for fire hydrants and fire suppression infrastructure. The draft legislation proposes that water purveyors continue to be responsible for the costs related to fire suppression infrastructure and also allows them to receive liability protection under the public duty doctrine. Mr. Langhelm said that staff supports this legislation and would like to let AWC know that the city supports it as well.

Councilmember Young said that this may be a major issue for the AWC Legislative Committee this year. He said that he has spoken in favor of this already, adding that the major players are already out in front of the issue.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Kadzik acknowledged the work Alan Anderson has done on the Wounded Warrior program. He said that the city should support these efforts and asked about the progress on a decision to allow kayak storage at Jerisich Park. City Administrator Denny Richards responded that it has been before the Parks Commission who has a drafted a recommendation. Councilmember Kadzik asked that this process be moved along.

Councilmember Guernsey requested the draft minutes from the latest Parks Commission meeting be e-mailed to Council as soon as possible.

Councilmember Young reported that Pierce Transit passed their interim budget as a placeholder until their workstudy is complete. He said that current projections show that they will use up half their cash reserves in the next two years and will have no capital money to replace buses or run operations and maintenance.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Dec. 17th at 4:00 p.m.
2. Operations Committee: Thur. Dec 20th at 3:00 p.m.
3. No City Council Meeting on December 24th.
4. Civic Center Closed on Tue. Dec 25th for Christmas.
5. Civic Center Closed on Tue. Jan 1st for New Years.
6. Planning / Building Committee – Mon. Jan 7th at 5:30 p.m.
7. Lodging Tax Advisory Committee – Thu. Jan 10th at 8:45 a.m.

ADJOURN:

MOTION: Move to adjourn at 6:30 p.m.
Malich / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1021

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

MINUTES OF GIG HARBOR SPECIAL CITY COUNCIL MEETING – December 17, 2012

PRESENT: Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, Kadzik, and Mayor Hunter.

CALL TO ORDER: 5:03 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of Parks Commission Minutes Nov. 7, 2012.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Guernsey – unanimously approved.

OLD BUSINESS:

1. Resolution No. 921 – Adopting the Draft Shoreline Master Program. Senior Planner Peter Katich presented a brief background for this resolution to forward the draft Shoreline Master Program to the Department of Ecology.

Councilmember Malich asked if there is an opportunity for changes to the document before final adoption. Mr. Katich described the process the document will go through after being sent to Ecology for review. He said that Council will have the ability to respond to Ecology comments and make adjustments to the draft document. He also said that Ecology has yet to determine whether they will hold a public hearing.

Councilmember Guernsey asked if there would be limitations to the changes that can be made when it comes back from Ecology. Mr. Katich said that any changes need to be consistent with the review that has occurred to date; any new topics or issues identified would require additional review by Ecology. After the draft is sent for Ecology review, they may send comments back for the city to accept or negotiate for resolution. Ultimately the city will seek an approval letter from DOE which will trigger a 60-day appeal period with any appeals to be filed with the Growth Management Hearings Board. If no appeals are filed, the city will have a document to use to administer development along the shoreline. He said he would alert his counterpart at DOE regarding the nonconforming section identified by Councilmember Guernsey and other minor changes that need correction before adoption.

Councilmember Perrow thanked staff for the opportunity for additional review time.

MOTION: Move to adopt Resolution No. 921 Adopting the Draft Shoreline Master Program.
Payne / Guernsey – unanimously approved.

Councilmember Payne thanked Mr. Katich and Mr. Dolan, and said he especially wanted to recognize the Planning Commission for the many hours of work it took to develop this document.

NEW BUSINESS:

1. 2013 State Legislative Agenda. Councilmember Young explained that he was surprised to find the Ancich Property on the 2013 agenda and asked if Council thought there might be higher priority projects.

Councilmember Payne explained that there hadn't been a thorough review of capital project opportunities and so they saw this as a way to spur the development of the property and push it forward with the state legislature.

Mayor Hunter said it took three years for the Maritime Pier from the time it was submitted until the money came through, so this is an opportunity to get it in the queue. He said if the money comes sooner we would be able to move forward with the project.

Councilmember Payne added that because the city doesn't have the funds to restore the historic netshed, it is a project that could see benefit in immediate improvement.

PUBLIC COMMENT: None.

STAFF REPORT:

City Administrator Denny Richards said that he had some great photos of the high tides today that he will forward to Council.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich said that recently he allowed a couple of gillnetters to use his dock. He stressed that gillnetters are also commercial fisherman and yet they weren't taken into consideration when the Maritime Pier was designed. He asked if the city could consider a re-design to accommodate their use. He added that the gillnetters do not carry large insurance policies but they still should be allowed to use the city dock.

Mayor Hunter responded that several things need to be addressed. He said that we are still working with AWC now to make sure they understand operating a pier without the benefit of a port authority. He agreed that there was a lot of discussion with the Fishermen's Club but for whatever reason the gillnetters weren't "at the table."

Councilmember Young gave an update on the Pierce Transit proposed cuts in service. He then said that a downtown trolley is still being talked about. Mayor Hunter encouraged him to do what he can to preserve service.

Councilmember Kadzik wished everyone a Merry Christmas and Happy New Year. He said that he is proud of everything that has been accomplished this past year.

ADJOURN:

MOTION: Move to adjourn at 5:25 p.m.
Malich / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1011

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 12/06/2012

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130331

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|-----------------------------------|---|----------------|--|
| 1. THAI HUT THAI CUISINE LLC | THAI HUT THAI & ASIAN CUISINE 4116 HARBORVIEW DR GIG HARBOR WA 98332 1080 | 078469 | BEER/WINE REST - BEER/WINE |
| 2. FENCO (USA), INC. | CIGAR LAND, GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897 | 087024 | BEER/WINE SPECIALTY SHOP |
| 3. GIG HARBOR SPIRITS, INC. | GIG HARBOR SPIRITS 3123 56TH ST NW #18 GIG HARBOR WA 98335 0000 | 409188 | CLS SPIRITS RETAILER CLS SPIRITS RETAILER |
| 4. THE INN AT GIG HARBOR, L.L.C. | THE INN AT GIG HARBOR 3211 56TH ST NW GIG HARBOR WA 98335 0000 | 358941 | HOTEL |
| 5. MCKENZIE RIVER RESTAURANTS, IN | BRIX 25 RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 1132 | 074950 | SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE |
| 6. THE BRITISH CONNECTION INC | THE BRITISH CONNECTION 3200 TARABOCHIA ST GIG HARBOR WA 98335 1153 | 084437 | GROCERY STORE - BEER/WINE |
| 7. RESTAURANTS UNLIMITED, INC. | FONDI 4621 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707 | 403079 | SPIRITS/BR/WN REST SERVICE BAR OFF-PREMISES SALE WINE |
| 8. RED ROOSTER CAFE, L.L.C. | RED ROOSTER CAFE 3313 HARBORVIEW DR GIG HARBOR WA 98335 2126 | 085944 | BEER/WINE REST - BEER/WINE |

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 12/06/2012

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130331

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|-------------------------------------|---|----------------|-----------------------------|
| 9 . LELE@GIG HARBOR, INC. | LELE@GIG HARBOR 4747 PT FOSDICK DR NW STE 200 GIG HARBOR WA 98335 2312 | 404730 | SPIRITS/BR/WN REST LOUNGE + |
| 10 . HERITAGE DISTILLING COMPANY, I | HERITAGE DISTILLING COMPANY 3207 57TH STREET CT NW STE 1 GIG HARBOR WA 98335 7586 | 409322 | CRAFT DISTILLERY |

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 11/08/2012

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130228

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|-------------------------|---|----------------|---|
| 1. HY-IU-HEE-HEE, INC. | HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98332 1062 | 367497 | SPIRITS/BR/WN REST LOUNGE - |
| 2. HALFTIME SPORTS, LLC | HALF TIME SPORTS 5114 PT FOSDICK DR NW # J&K GIG HARBOR WA 98335 1717 | 073240 | SPIRITS/BR/WN REST LOUNGE - KEGS TO GO |

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 01/06/2013

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20130430

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|---------------------------|--|----------------|--|
| 1. LA FAMILIA LOPEZ, INC. | EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182 | 358890 | SPIRITS/BR/WN REST LOUNGE + |
| 2. NEW ALBERTSON'S, INC. | ALBERTSON'S NO. 406 11330 51ST AVE NW GIG HARBOR WA 98332 7890 | 083474 | GROCERY STORE - BEER/WINE BEER AND WINE TASTING |
| 3. DISCOVERY VILLAGE, LLC | DISCOVERY VILLAGE 4835 BORGES BLVD # 1 GIG HARBOR WA 98332 8702 | 409218 | BEER/WINE REST - BEER/WINE |
| 4. UPRISE CORPORATION | FINHOLM'S GROCERY & DELI 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000 | 351392 | GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE |
| 5. 7 SEAS BREWING LLC | 7 SEAS BREWING COMPANY 3207 57TH ST CT NW UNIT B GIG HARBOR WA 98335 0000 | 404873 | MICROBREWERY |
| 6. 7 SEAS BREWING LLC | 7 SEAS BREWING 3006 JUDSON ST GIG HARBOR WA 98335 1226 | 408765 | MICROBREWERY |
| 7. D & L JONES, INC. | BLAZING ONION, BEER, WINE, AND SPIRITS 4701 POINT FOSDICK DR NW GIG HARBOR WA 98335 2319 | 405241 | SPIRITS/BR/WN REST LOUNGE + |

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: December 5, 2012 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Nick Tarabochia, Rahna Lovrovich, Kyle Rohrbough and Stephanie Payne; Staff Members: Public Works Superintendent Marco Malich, Lita Dawn Stanton, Special Projects Coordinator and Community Development Assistant Terri Reed.

Others Present: Joyce Murray (Harbor WildWatch), Kae Paterson

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|--|--|--|
| APPROVAL OF MINUTES: | Approval of November 7, 2012 Meeting Minutes | MOTION: Move to approve September 7, 2012 minutes as presented. Payne / Lovrovich - unanimously approved |
| OLD BUSINESS: | | |
| Naming the Ancich Park Property | Lita Dawn Stanton distributed a packet of historical information associated with the ownership and geographic culture of the site. As the City's Historic Preservation Officer, she recommended taking on the Ancich name for the park, described it as a part of the working waterfront and pointed out that a Croatian name would be appropriate. She called attention to the Jerkovich family that was in attendance at the meeting and explained that they had a permanent easement across the property for fishing vessels and water access and said that a historical marker would be placed on the property explaining the complete story of the property's history and ownership. Commission Chair Tarabochia pointed out that the Mainstreet program's assessment of the waterfront stresses the heritage and commercial fishing industry of Gig Harbor. Kae Patterson said that she supports the Ancich name | MOTION: Move to name the park property: Ancich Waterfront Park (#1) or Ancich Park (#2). Tarabochia / Payne – unanimously approved Commission member Lovrovich will represent the Parks Commission with their naming recommendation at City Council. |

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|--|--|--|
| | <p>for the property.</p> <p>Commission Chair Tarabochia asked about the appropriateness of using the words "Brothers", "Family" or "Property" in the name of the park.</p> <p>Commission member Rohrbaugh asked about leaving off the word "Park" in the name.</p> <p>Lita Dawn Stanton spoke about a committee that has been formed to determine the uses for the property and asked for a Parks Commission representative to join.</p> | <p>Commission Chair Tarabochia volunteered to represent the Parks Commission on the committee.</p> |
| <p>Private Entity Use of City Park Property</p> | <p>Lita Dawn Stanton explained that the question before the Parks Commission was temporary or permanent structures in public parks, places or waterfront areas. The code is currently silent on this issue. City Council directed the Commission study this issue and come up with a recommendation.</p> <p>Lita Dawn Stanton explained a work matrix for appropriate park uses and described the different criteria that should be used when considering conditions of each of the parks and placement of temporary or permanent structures in a park, such as: is the park is registered; space, use conflicts, appropriate intensity of use and if there is adequate parking. Each park should be assessed park by park and consider whether it is active, passive, historic, waterfront, trails or a cultural center. A set of criteria will be added and amended to the current ordinance.</p> <p>Commission member Lovrovich stressed the public benefit of the use. Commission Chair Tarabochia would like to see the policy be for considering temporary structures that can be dismantled only. Commission member Rohrbaugh summarized that the policy should be for longer term structures (1 year+) only. A definition for permanent/non-permanent structures is needed. The structure should match the</p> | <p>Lita Dawn Stanton will update the draft policy with the suggested changes and distribute to City staff for review and input.</p> <p>Policy will return to Parks Commission for final review and approval.</p> |

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|---|--|---|
| | <p>park esthetic, use/function and not adversely impact local businesses.</p> <p>Commission member Rohrbaugh summarized the Parks Commission's response to state: no permanent buildings, be minimally invasive, needs to be the right place at right time with those criteria conditions and a one year renewable lease. If it meets those conditions and criteria, then it can move through the process and have another look by the appropriate committees.</p> | |
| Helmet Safety Program | <p>Commission Chair Tarabochia presented some information he found on helmet safety signage.</p> | <p>Public Works Superintendent Malich will get some decal samples and pricing.</p> <p>Commission Chair Tarabochia will search for some additional helmet sign images.</p> <p>Commission member Payne will research grant opportunities for the helmet campaign.</p> |
| Parks Appreciation Day – Parks Commission Lead | <p>Commission member Lovrovich volunteered to take on the Parks Appreciation Day lead role.</p> | |
| Crescent Creek Playground Update | <p>Commission member Payne gave an update on the fundraising progress and announced that Rotary had chosen the project as their "Fund a Need" auction which is held in March. She is also talking to the Greater Tacoma Foundation about a programming piece to provide busing from the schools to the park.</p> | |
| NEW BUSINESS: | | |

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|---|---|---|
| <p>Wilkinson Farm Park – Pond Border Plantings</p> | <p>Kae Patterson, 7311 Stinson Avenue, explained her idea of opening up the wetland buffer at Wilkinson pond by taking out some of the spiraea and replanting with a more attractive variety of plants. She thinks this would be a good Parks Appreciation Day project. Ms. Patterson displayed some photos of Wapato Lake and Steilacoom Parks as examples of what could be accomplished at Wilkinson. She has met with Scott Maharry from Grette Associates, who told her that there were options that could work for clearing some of the buffer area.</p> <p>William Quinn, 3993 Regatta Court, asked what the City has in mind for Wilkinson Park. He would like to know if they want to keep it as a pristine ecological development for wildlife or turn it into a Disneyland kind of park for tourism.</p> <p>Commission Chair Tarabochia explained that PenMet Parks has plans for an off-leash dog park soon and he also stressed that the only goals for Wilkinson Park for now are for restoration of the barn, house and garden. There are no current plans for development. Commission member Lovrovich reiterated that this park is a passive park.</p> <p>Kae Patterson restated that she would like to pursue the option of doing some clearing so that the pond could be viewed better.</p> | <p>MOTION: Move that Rahna Lovrovich be appointed as Vice Chair. Tarabochia / Rohrbaugh – Unanimously approved.</p> |
| <p>Vice Chair Nominations</p> | <p>The Vice Chair position is vacant due to the departure of member Holmes.</p> | <p>MOTION: Move that Rahna Lovrovich be appointed as Vice Chair. Tarabochia / Rohrbaugh – Unanimously approved.</p> |
| <p>PARK UPDATE</p> | | |
| <p>PUBLIC COMMENT:</p> | <p>Joyce Murray, Harbor Wildwatch, mentioned that they are submitting the EPA grant for the environmental education (signage) on the Donkey Creek project.</p> | |

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|---------------------------------|-----------------------|---|
| NEXT PARKS MEETING: ADJOURN: | | January 2, 2012 @ 5:30 p.m. MOTION: Move to adjourn at 6:57 p.m. |
| | | Payne / Tarabochia - unanimously approved |

**City of Gig Harbor Planning Commission
Work Study Session and Public Hearing
Community Rooms
September 20, 2012
5:00 pm**

PRESENT: Harris Atkins, Rick Gagliano, Craig Baldwin, Jim Pasin, and Bill Coughlin. Reid Ekberg and Michael Fisher were absent.

STAFF PRESENT: Staff: Jennifer Kester

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

The minutes of August 16th, 2012 were deferred to the next meeting to allow Mr. Gagliano time to provide additional notes.

Mr. Pasin noted in the minutes of September 6th the word “mean” needs to be added.

MOTION: Move to accept the minutes of September 6th, 2012 as corrected Pasin/Baldwin – motion carried.

WORK STUDY SESSION:

Downtown Zoning Code Amendments – Planning Commission review and identification of codes that inhibit the preservation of character-defining historic buildings in the downtown. Discussion of potential amendments.

Ms. Kester noted that at the last meeting they had decided to work on items 2 and 6 of the downtown code amendments. Item 2 was regarding the allowance of increased floor area within an existing building envelope (such as a mezzanine) and item 6 was to consider increasing the remodel threshold for nonconforming buildings. She provided some beginning code language for them to discuss.

Discussion was held on item 2. Mr. Pasin asked if this allowance was only for commercial structures. Ways in which you could expand gross floor area were discussed along with the need to possibly allow increased height for certain situations. Mr. Gagliano asked if they needed to specify whether the expansion needed to have additional parking. Ms. Kester said yes, that should be specified.

Discussion followed on item 6. Ms. Kester asked which zoning district this would apply to. She also noted that there are nonconforming uses of land and nonconforming structures and felt that they needed to clarify the application of this amendment. She further explained the nonconforming rules in the Shoreline Master Program. Discussion followed on ways to promote the retention of historic structures.

Mr. Coughlin asked about the tower on the church for example and Ms. Kester stated that the mass you have is the mass you would get. Mr. Gagliano noted that in some instances a building may be slightly over their property line and the city would have an opportunity to buy back some property to widen sidewalks. Ms. Kester said that it could say "unless it crosses a property line". She also noted that there are some issues with adverse possession.

They then went over the uses not allowed in DB and whether there were any existing non conformities for each. Mr. Gagliano noted that there needed some special exceptions for historic structures and Ms. Kester agreed and suggested perhaps requiring DRB review. Discussion continued on legal lots of record.

Ms. Kester spoke about keeping their focus more narrow or creating loop holes.

PUBLIC HEARING

2012 Annual Comprehensive Plan Amendments

PL-COMP-12-0002: Transportation Element. A city-sponsored Comprehensive Plan text amendment to update the Transportation Element to include additional policies that encourage and enhance pedestrian and vehicular connections in the downtown.

Chairman Atkins opened the public hearing at 6:00 p.m. Ms. Kester identified which of the policies would be affected and read them for the record.

The commission continued discussion on the proposed amendment. Mr. Pasin wondered if "downtown area" was the correct terminology. Ms. Kester stated that the term was intended to be fuzzy. Mr. Atkins wondered if it should say "harbor area".

There being no one present who wished to speak Mr. Atkins closed the public hearing at 6:10 p.m. Ms. Kester noted that she had prepared a recommendation but also pointed out that she needed to revise the title. Everyone agreed to change the terminology to harbor area.

MOTION: Move to accept the staff recommendation as presented with the exception that policy 11. 1.13 shall strike the word "downtown" and substitute the word "harbor". Gagliano/Pasin. Ms. Kester suggested a friendly amendment that the motion is a recommendation to the council and to authorize the chairman to sign. The amendment was accepted and the motion passed unanimously.

OTHER BUSINESS

Discussion continued on amendment #6. Ms. Kester asked which zones this should apply to, should it apply to a nonconforming use, structure or both. What should the threshold of rebuilding be, is it a percentage? How do we deal with historic structures that are eligible or are on the historic registry? What do we say about parking? Can

parcels be combined and still be given this right and can buildings be combined and be given this right? Mr. Pasin said he would like to discuss the parking issue. Mr. Coughlin stated that he didn't feel you should have to provide additional parking. Mr. Gagliano said he had heard business owners complaining about lack of parking. Mr. Pasin said he had heard the general public state that there is adequate parking. Mr. Gagliano felt that the city should provide more parking, but he didn't feel that building owners should have to provide more parking if they upgrade their building. Mr. Baldwin agreed that they should not require more parking. Mr. Atkins pointed out that the issue of parking also related to item #2 – Allow increased floor area within an existing building's envelope. Everyone agreed that if they are trying to provide an incentive then parking should not be required for either of these items. Ms. Kester asked for additional input on #2 regarding which areas it would apply to and what about height. Mr. Gagliano stated that he would say that if it's a flat roof building the height of the parapet is the maximum you could go to and it's a pitched roof the height of the ridge if the maximum and you could create dormers. Mr. Atkins asked if someone could find out if there are any nonconforming uses in relation to item #6. Discussion followed and everyone agreed that the existence of existing nonconforming uses didn't matter. The commission continued discussing the height issue. Ms. Kester felt that she had enough information to craft some language and item 2 and 6.

DRB Alternate

Mr. Pasin volunteered to serve as the alternate for a period of no more than 6 months. Ms. Kester clarified that quorum would be determined prior to a DRB meeting and then Mr. Pasin would be asked to attend. She noted that even if there was a quorum, he could attend at his option if Michael Fisher couldn't attend.

MOTION: Move to create a position for an alternate DRB member from the Planning Commission. Coughlin/Gagliano – Motion carried

MOTION: Move to appoint Jim Pasin to serve as the alternate for no more than 6 months. Coughlin/Gagliano – Motion carried.

OTHER BUSINESS

Mr. Gagliano drew a map illustration of what could occur in terms of heights and views if these incentive proposals were instituted. He noted where it would not make any impact.

Ms. Kester went over the schedule of upcoming meetings.

ADJOURNMENT

MOTION: Move to adjourn at 6:55 p.m. Pasin/Gagliano – Motion carried.

**City of Gig Harbor Planning Commission
Work Study Session and Public Hearing
Planning Conference Room
October 4, 2012
5:00 pm**

PRESENT: Rick Gagliano, Reid Ekberg, Jim Pasin, Craig Baldwin and Bill Coughlin. Harris Atkins and Michael Fisher were absent.

STAFF PRESENT: Staff: Tom Dolan and Jennifer Kester

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES: August 16th, September 20th

Ms. Kester suggested that the last sentence prior to adjournment be struck since Mr. Gagliano had not provided the map.

MOTION: Move to approve the minutes of August 16th as amended.
Coughlin/Gagliano – Motion carried.

The minutes of September 20th were deferred until the next meeting in order to allow more time for everyone to read them.

WORK STUDY SESSION:

Downtown Zoning Code Amendments – Planning Commission review and identification of codes that inhibit the preservation of character-defining historic buildings in the downtown. Discussion of potential amendments to:

1. Allow increased floor area within an existing building's envelope (mezzanines, etc).

Senior Planner Jennifer Kester went over where they were on each of the topics. Mr. Gagliano stated that he felt that in regard to uses and parking for the increased floor area amendment, everyone was in agreement. Ms. Kester agreed and went over the timing of adoption of the amendments. Mr. Dolan went over the areas being looked at by the Visioning Committee. Discussion followed on how these amendments need to mesh with the visioning project and the shoreline master program. Everyone agreed that all downtown business zones and the waterfront commercial zones should be included.

Discussion followed on building height in relation to this amendment and went over Ms. Kester's proposed language. How design review would apply to the review of each project was discussed. Ms. Kester explained that each requirement could be written to require Design Review Board approval. Mr.

Gagliano cautioned that sometimes the applicant can feel burdened by having to go through the DRB. Ms. Kester wondered if the height portion should only apply to DB. Mr. Pasin stated that he wanted to be careful to not make any of these amendments so burdensome that no one utilizes them. Mr. Baldwin agreed. Discussion followed on the impact to views. Mr. Pasin asked if there was consensus on the pitched roof proposal. Ms. Kester pointed out that any allowance of additional height would have to go to the Hearing Examiner. Mr. Dolan suggested that they allow the additional height only if it is within the permitted height of the zone. Mr. Pasin asked what they were accomplishing then and Ms. Kester said that they are still allowing additional floor area. Mr. Dolan noted that there is another common sense amendment that deals with height and that is more of an appropriate place to examine this issue further. Consensus was reached on all of the talking points with the note that the additional height increase be discussed at a later point when they have gotten further into discussion on the other items.

2. Increase the cost of remodel threshold for nonconforming buildings (currently 50% of replacement value).

Ms. Kester noted that at the last meeting the discussion had been that it shouldn't be about cost. Discussion was held on how the nonconforming uses within a nonconforming structures needs to be addressed as well. Everyone agreed that the uses should be allowed to stay and that any nonconforming structures should be allowed to be rebuilt within their existing building envelope with no threshold. Discussion followed on the allowance of combining lots with nonconforming buildings and Mr. Dolan suggested that staff go ahead and draft some language. He cautioned that there was a big difference between two buildings that have different architecture with zero lot lines and one big building. Mr. Pasin agreed and said that he was only considering the buildings looking like two separate buildings. Mr. Baldwin said that he agreed that it was not about combining buildings. Mr. Coughlin clarified that we are striking the building combination and lot combination discussion points and everyone agreed. Historic eligibility was discussed next. Mr. Gagliano explained how the historic registry and CLG process worked. Mr. Dolan stated that he wanted Dawn Stanton to come to their next meeting to talk about how they could possibly add a layer in this proposal to consider how to handle the remodel of nonconforming historic buildings.

OTHER BUSINESS

Discussion of upcoming meetings – October 18, 2012 – Downtown Vision Town Hall Meeting

ADJOURNMENT

MOTION: Move to adjourn Baldwin/Gagliano – Motion carried.

**City of Gig Harbor Planning Commission
Work Study Session
Planning Conference Room
November 1, 2012
5:00 pm**

PRESENT: Rick Gagliano, Reid Ekberg, Jim Pasin, Harris Atkins, Craig Baldwin and Bill Coughlin.

STAFF PRESENT: Staff: Tom Dolan, Jennifer Kester and Lita Dawn Stanton

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

Move to approve the minutes of September 20, 2012 as written – Pasin/Gagliano – Motion carried.

WORK STUDY SESSION:

Downtown Zoning Code Amendments – Planning Commission’s review and identification of codes that inhibit the preservation of character-defining historic buildings in the downtown. Discussion of potential amendments to:

1. Increase the cost of remodel threshold for nonconforming buildings (currently 50% of replacement value)/ Grandfather existing building sizes (sq footage) in the DB Zone. Allow existing non-historic buildings to be torn down and re-built within the existing building envelope. (DRB approval required?) (Topics #1/6)

Ms. Stanton went over some examples of historic buildings and discussion was held on their likelihood of being rebuilt. She felt that you could remove the wording about non-historic. Discussion continued on whether there should be a requirement to go to the DRB if you are eligible for the historic registry. Ms. Kester noted that in the Design Manual there is a page in the Historic District section regarding recommendations for the consideration of the adaptive reuse of structures built prior to 1950. It was decided that historic eligible or structures on the historic register will need to meet section 17.99.580 and that will be referenced in the summary idea. Mr. Atkins went over the conclusions reached at previous meetings.

Discussion was held on nonconforming uses. Ms. Kester stated that the current requirement is that if you have a nonconforming use in a nonconforming structure, if the nonconforming structures goes away the use has to go away as well and asked if they wanted that policy to be maintained. It was decided that the current policy would remain.

Mr. Pasin asked about the building combination and did everyone agree with this language basically not allowing it. Mr. Gagliano said he had thought that only 2 should be allowed. Everyone acknowledged that the discussion had gotten too complicated with different scenarios so they had decided to not allow it and perhaps consider a limit once they had heard feedback from the public hearing.

2. Allow increased floor area within an existing building's envelope (mezzanines, etc).(Topic #2)

Ms. Kester read the proposed language for the record. Discussion was held on what types of remodels could occur within this allowance. It was decided that the height issue was a separate topic and if height allowances are increased, after public input, then this allowance for interior increased floor area might change as well. It was decided to remove the language about existing ridge line and add language stating that you must stay within the allowed height.

3. Consider height increase allowances for buildings in the View Basin (up to 2 stories).(Topic #4)

It was noted that the issue of height will not only be a certain number but a matter of how you measure and where you measure. Mr. Atkins stated that he wanted to scope this issue and decide what staff needs to accomplish in order to move forward. Ms. Kester stated that the mayor had suggested that perhaps they just allow two stories. She stated that at the next meeting she could go over how height is currently measured in different areas and how stories are defined. It was decided that the discussion would focus on non residential. Discussion was also held on that the height will be measured differently on the uphill side of Harborview versus the waterfront. Mr. Pasin noted that consideration needed to be given for mechanical units on the roof. Ms. Kester said that she would provide topographic information for the discussion at the next meeting. She noted that December 6th will be a public hearing on the other issues and asked if they wanted to meet on the 20th. Mr. Atkins stated that he would like to make that decision at the next meeting.

Harbor Vision Statement

Ms. Kester passed out the vision statement that will be going to the City Council. Mr. Atkins went over how the statement was developed from the public input. Mr. Dolan talked about how the vision statement will be used to develop policies in the future.

Other Business

Discussion of upcoming meetings – November 15th, 2012.

ADJOURNMENT

MOTION: Move to adjourn Gagliano/Baldwin – Motion carried.

City of Gig Harbor Planning Commission
Work Study Session
Planning Conference Room
November 15, 2012
5:00 pm

PRESENT: Rick Gagliano, Reid Ekberg, Jim Pasin, Harris Atkins, and Craig Baldwin. Bill Coughlin was absent

STAFF PRESENT: Staff: Tom Dolan

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

The minutes will be approved at the next meeting after everyone has had a chance to review them.

WORK STUDY SESSION:

Downtown Zoning Code Amendments – Planning Commission’s review and identification of codes that inhibit the preservation of character-defining historic buildings in the downtown.

1. Public Hearing Preparation (Scheduled for Dec. 6th):
 - a. Determine noticing area

Mr. Dolan went over the proposal to notify the Downtown Business zone and the Waterfront Commercial zone along with properties within 200 feet of those zones. It was noted that it would also be sent to the individuals on the visioning list.

- b. Review summaries and draft code for two items scheduled for the hearing – Interior gross floor area (Topic #2) and Nonconforming structure remodels/rebuilds (Topic #1/6)

Mr. Dolan distributed the proposed language for the above topics. Everyone was in agreement that the proposed language for Topic #2 was good. Discussion continued on the nonconforming structure item. Mr. Atkins pointed out a typo on the 2nd page and Mr. Dolan stated that he would have Ms. Kester correct the language as he wasn’t sure with the intent. Mr. Gagliano asked about a phrase stating “to the maximum extent possible”. He felt that there should be a more specific reference to which codes were being addressed.

2. Work-study on building heights
Topic #4: Consider height increase allowances for buildings in the View Basin (up to 2 stories).

Mr. Dolan went over the current regulations for height and how they are measured. Mr. Gagliano distributed some examples of what could be constructed under these regulations. Discussion was held on various scenarios for flat roofed and pitched roofed structures. Mr. Dolan asked what the commission believed the necessary height limit should be in order to achieve two stories. Mr. Pasin asked for comments regarding any new building having flat roof design elements. Mr. Atkins wondered why we would require flat roofs. Mr. Baldwin pointed out that we were trying to provide more flexibility. Mr. Gagliano suggested that two stories could be achieved with 26' and that 28' could encourage someone to squeeze in 3 stories. Mr. Dolan stated that he could have Paul Rice our Building Official to come to the next meeting for his advice. Further discussion was held on different areas along Harborview and how a 26' or 28' height limitation would affect the streetscape. The commission then discussed which areas should have this increased height allowance. It was decided for discussion purposes at the public hearing propose limiting it to the Downtown Business District and Waterfront Commercial abutting Downtown Business. Mr. Pasin suggested that the area around the Beach Basket be included. Mr. Dolan said he would look more closely at what is currently allowed for that area.

Discussion was then held on which uses could take advantage of the increased height. Mr. Gagliano suggested that the regulations be simplified and that there be no difference between the uses. He also suggested the elimination of the basic structure allowance in the Db and the WC abutting the DB. Roof type was then discussed and everyone agreed that it should just be left open for each individual situation. The downhill measurement was talked about and it was suggested that it could be increased to 32 from 27 feet. Mr. Gagliano asked if the goal was to allow three stories on the downhill and stated that 32 wouldn't achieve that. Mr. Atkins emphasized the value of continuity with what is already built and Mr. Baldwin agreed. Building size was discussed and Mr. Dolan stated that the subject will probably come up in the changes as a result of the visioning process. It was decided to propose 32 for discussion at the public hearing.

Mr. Dolan asked the commission if they wanted to allow the increased height on any other streets. It was decided to finish this topic at the next meeting.

Other Business

Discussion of upcoming meetings – December 6th, 2012

ADJOURNMENT

MOTION: Move to adjourn at 6:42. Pasin/Ekberg – Motion carried.

City of Gig Harbor
Downtown Planning and Vision Committee
August 22, 2012
4:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Ken Malich, David Fisher, Tom Dolan, Harris Atkins, Cory Ragan, Jennifer Kester and Lita Dawn Stanton

GENERAL BUSINESS

1. Boundary lines for Vision Statement

- a. Overall Area - Ms. Kester distributed maps and explained what the data and information from the open house and interviews had indicated. Ms. Kester noted that the majority of people surveyed believed areas 1 through 7 were the downtown. Mr. Malich expressed that he felt that only areas 2 and 3 were the downtown. Ms. Guernsey went over the purpose of defining these areas. Discussion was held on the area and how to define it. Ms. Kester drew the proposed line on the map as discussion continued. She said she would have a more detailed professional version of the map at the next meeting. Discussion continued on where to draw the boundary of the area for the vision statement. The committee went around the harbor deciding on where the boundary should be. Ms. Guernsey described how she saw this vision being applied when zones are developed.

2. Potential wording/phrasing of the “downtown”

Ms. Kester distributed a list of potential names for the “downtown”. Discussion was held on several different naming options. It was decided to use “The Harbor” and further discussion would be held on districts and neighborhoods within “The Harbor” later.

3. **Draft vision phrases** – The committee began discussion on whether the vision statement was more about what we are or what we want to become. Ms. Guernsey directed everyone to the list of words that people used to describe the harbor. Mr. Ragan went over the list of words and those that were voted for the most. Discussion continued on the meaning of the words. The committee then picked descriptive words from the list to use within the vision statement. Ms. Guernsey asked everyone to highlight the words they liked the best and give

them to Ms. Kester to start drafting some statements. Mr. Atkins pointed out that this was not a vision for the entire city, but for the harbor.

- 4. Second Open House October 18th** - Presentation of draft vision statement and map to community. Ms. Kester went over the next steps in the process. Discussion was held on possible dates for the second open house and other upcoming meetings.

- 5. Future committee meetings and draft vision statement development:**

Proposed (all at 4pm):

Wednesday, September 26th

Tuesday or Wednesday, October 2nd or 3rd

Tuesday, October 23rd (following the open house).

- 6. Council Schedule:**

Public Hearing – November 13, 2012

Adopt Resolution – November 26th, 2012

Other Business:

Ms. Guernsey briefed everyone on a meeting that she had with the authors of a boating guide of the Puget Sound. She stated that they are including a chapter on Gig Harbor. Additionally she stated that the authors will be attending the Maritime Support Committee meeting.

Next meeting is 4pm on September 26th.

The meeting was adjourned.

City of Gig Harbor
Downtown Planning and Vision Committee
September 26, 2012
4:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Ken Malich, David Fisher, Harris Atkins, Cory Ragan, Paul Kadzik, Tom Dolan, Lita Dawn Stanton and Jennifer Kester

GENERAL BUSINESS

1. Boundary lines for Vision Statement

Finalize “The Harbor” boundary - Ms. Kester went over what she had done since the last meeting. She displayed the map she had developed from the discussion at the last meeting. She then went over the areas still needing finalization.

a. Labels of neighborhoods

2. Draft vision statements

It was decided to discuss this item next since Mr. Kadzik had to leave the meeting early. Ms. Kester noted that she had put red dots next to the words that ranked highest and presented four different optional vision phrases to possibly combine or mold into a vision statement. Mr. Malich said he liked all the options and expressed a desire to keep it simple. Both Mr. Malich and Ms. Guernsey liked option B. Ms. Guernsey said she had taken a piece of each and made a statement. Discussion was held on a various versions of a vision statement. Mr. Fisher said he liked option B as well, but could see adding more to it. Everyone agreed that maritime and walkable should be added. The Harbor, shaped by its maritime heritage, is a place where people live, work, shop and play. It celebrates its working waterfront as well as its desirability as a boating destination in a walkable setting. The harbor is a place where the past, present and future come together.

3. Discussion of Schedule:

- a. Second Open House October 18th - Presentation of draft vision statement and map to community
- b. Future committee meetings and draft vision statement development (4:00pm):
Wednesday, October 3rd
Tuesday, October 23rd (following the open house).

- c. Council Schedule:
 - Public Hearing – November 13, 2012
 - Adopt Resolution – November 26th, 2012

Other Business:

City of Gig Harbor
Downtown Planning and Vision Committee
October 3, 2012
4:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Jennifer Kester, Ken Malich, Dawn Stanton, Paul Kadzik, David Fisher and Tom Dolan

GENERAL BUSINESS

1. Finalize Draft Vision Statement

Ms. Kester went over the proposed vision statement and the versions also submitted by Mr. Malich and Ms. Stanton. Mr. Kadzik said that he liked Ms. Stanton's version with a couple of minor changes. Ms. Stanton also noted that she had shown the statement to the city's marketing director Laureen Lund who also made a minor change. The committee worked on some minor changes to the version submitted by Ms. Stanton. The Harbor; shaped by our maritime heritage, the harbor is a place where people live, work, play, shop and explore. A place that celebrates the character and traditions of a working waterfront and historic neighborhoods. A vibrant place, where residents, visitors and boaters enjoy a walkable waterfront, picturesque views and natural beauty. The harbor; where our past, present and future come together.

2. Flyer

The date of the Town Hall meeting is October 18th. Ms. Kester noted that it is the same night as the Film Festival. It was decided to hold it from 4:30 to 6:30. Discussion followed on the wording of the flyer.

3. Meeting Displays

- a. Results
- b. Draft Vision and Map
- c. Where do we go from here
- d. Downtown model project?

Discussion was held on how each of the items could best be displayed. Ms. Kester went over everyone that the notice of the meeting will be sent to. It was decided that comment sheets will also be provided and that Ms. Guernsey will make some opening remarks. Ms. Kester discussed how these policies will

become part of the 2013 Comprehensive Plan update. A meeting was set up for the 10th to review draft visuals for the town meeting.

4. Upcoming Schedule:

- a. Second Open House October 18th - Presentation of draft vision statement and map to community
- b. Future committee meetings and draft vision statement development (4:00pm):
Tuesday, October 23rd (following the open house).
- c. Council Schedule:
Public Hearing – November 13, 2012
Adopt Resolution – November 26th, 2012

The meeting was adjourned.

City of Gig Harbor
Downtown Planning and Vision Committee
October 23, 2012
4:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Jennifer Kester, Ken Malich, Dawn Stanton, Harris Atkins, Paul Kadzik and David Fisher

GENERAL BUSINESS

Ms. Kester stated the purpose of the meeting was to discuss what had been discovered from the town hall meeting and where to go from here. She noted approximately 55-60 people had attended the meeting. They went through each of the written comments received. It was decided to add the words "natural environment" to the vision statement. It was discussed how the waterfront association could take this vision statement to the next level and use it to guide their goals. Mr. Atkins suggesting adding the words, "and preserves historic neighborhoods" to the vision statement and everyone agreed. It was decided to change the last line to state, "The Harbor is a reflection of our past, present and future".

The committee then discussed the next steps. It will be taken to the City Council for resolution and to as many groups as possible prior to that.

The final vision statement reads:

The Harbor

Shaped by our maritime heritage, the Harbor is:

A place where people live, work, play, shop, and explore.

A place that celebrates the character and traditions of a working waterfront and preserves historic neighborhoods.

A vibrant place where residents, visitors, and boaters enjoy a walkable waterfront, picturesque views, and the natural environment.

The Harbor is a reflection of our past, present and future.

Ms. Kester stated that November 26th would be a good date to bring it to the City Council.

Ms. Guernsey asked that the statement be marked draft with the date in order to distribute it amongst the variance community organizations.

It was decided that they would meet next in January. Discussion continued on various policy and code changes that could happen as a result of this vision statement and the upcoming meeting schedule.

The meeting was adjourned.

City of Gig Harbor
Downtown Planning and Vision Committee
October 3, 2012
4:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Jennifer Kester, Ken Malich, Dawn Stanton, Paul Kadzik, David Fisher and Tom Dolan

GENERAL BUSINESS

1. Finalize Draft Vision Statement

Ms. Kester went over the proposed vision statement and the versions also submitted by Mr. Malich and Ms. Stanton. Mr. Kadzik said that he liked Ms. Stanton's version with a couple of minor changes. Ms. Stanton also noted that she had shown the statement to the city's marketing director Laureen Lund who also made a minor change. The committee worked on some minor changes to the version submitted by Ms. Stanton. The Harbor; shaped by our maritime heritage, the harbor is a place where people live, work, play, shop and explore. A place that celebrates the character and traditions of a working waterfront and historic neighborhoods. A vibrant place, where residents, visitors and boaters enjoy a walkable waterfront, picturesque views and natural beauty. The harbor; where our past, present and future come together.

2. Flyer

The date of the Town Hall meeting is October 18th. Ms. Kester noted that it is the same night as the Film Festival. It was decided to hold it from 4:30 to 6:30. Discussion followed on the wording of the flyer.

3. Meeting Displays

- a. Results
- b. Draft Vision and Map
- c. Where do we go from here
- d. Downtown model project?

Discussion was held on how each of the items could best be displayed. Ms. Kester went over everyone that the notice of the meeting will be sent to. It was decided that comment sheets will also be provided and that Ms. Guernsey will make some opening remarks. Ms. Kester discussed how these policies will

become part of the 2013 Comprehensive Plan update. A meeting was set up for the 10th to review draft visuals for the town meeting.

4. Upcoming Schedule:

- a. Second Open House October 18th - Presentation of draft vision statement and map to community
- b. Future committee meetings and draft vision statement development (4:00pm):
Tuesday, October 23rd (following the open house).
- c. Council Schedule:
Public Hearing – November 13, 2012
Adopt Resolution – November 26th, 2012

The meeting was adjourned.

City of Gig Harbor
Downtown Planning and Vision Committee
October 23, 2012
4:00 p.m.
Planning and Building Conference Room

PRESENT: Jill Guernsey, Jennifer Kester, Ken Malich, Dawn Stanton, Harris Atkins, Paul Kadzik and David Fisher

GENERAL BUSINESS

Ms. Kester stated the purpose of the meeting was to discuss what had been discovered from the town hall meeting and where to go from here. She noted approximately 55-60 people had attended the meeting. They went through each of the written comments received. It was decided to add the words "natural environment" to the vision statement. It was discussed how the waterfront association could take this vision statement to the next level and use it to guide their goals. Mr. Atkins suggesting adding the words, "and preserves historic neighborhoods" to the vision statement and everyone agreed. It was decided to change the last line to state, "The Harbor is a reflection of our past, present and future".

The committee then discussed the next steps. It will be taken to the City Council for resolution and to as many groups as possible prior to that.

The final vision statement reads:

The Harbor

Shaped by our maritime heritage, the Harbor is:

A place where people live, work, play, shop, and explore.

A place that celebrates the character and traditions of a working waterfront and preserves historic neighborhoods.

A vibrant place where residents, visitors, and boaters enjoy a walkable waterfront, picturesque views, and the natural environment.

The Harbor is a reflection of our past, present and future.

Ms. Kester stated that November 26th would be a good date to bring it to the City Council.

Ms. Guernsey asked that the statement be marked draft with the date in order to distribute it amongst the variance community organizations.

It was decided that they would meet next in January. Discussion continued on various policy and code changes that could happen as a result of this vision statement and the upcoming meeting schedule.

The meeting was adjourned.



CITY OF GIG HARBOR
PLANNING AND BUILDING
COMMITTEE MEETING - MINUTES

DATE of MEETING: October 1, 2012
TIME: 5:45 pm
LOCATION: Planning/Building Conference Room
MEMBERS PRESENT: Councilmembers Kadzik, Young, Guernsey
STAFF PRESENT: Planning Director Tom Dolan, Building Official/Fire Marshal Paul Rice
SCRIBE: Tom Dolan

1. WINDOWS IN HISTORIC DISTRICT

DISCUSSION POINTS.

Mr. Dolan explained that planning staff has processed several design alternatives for single family homes with windows that don't provide true separation. He stated that staff believed that window options were more limited at the time the regulation was written. He asked that the Planning and Building Committee include this item along with the item on railings to be brought to the Design Review Board for their recommendation to the Planning Commission and City Council for consideration of a text amendment. Mr. Young suggested that it go from the DRB directly to the City Council. Mr. Dolan noted that it could be brought to the Planning Commission to ask them if they were okay with direct consideration. Mr. Kadzik noted that he had experienced this in current remodel and explained that there were better windows available now.

RECOMMENDATION / ACTION / FOLLOW-UP:

It was decided that the item would go to the Design Review Board and ask the Planning Commission for direct consideration by the City Council.

2. AFFIDAVIT OF POSTING

DISCUSSION POINTS.

Mr. Kadzik noted that the requirement for an affidavit really wasn't accomplishing anything since the notary would have no way of knowing whether or not you had actually posted the sign. Ms. Guernsey suggested that we require a declaration rather than an affidavit. Mr. Dolan noted that it

will have to be a housekeeping text amendment as it is a code requirement that applicants submit a notarized affidavit.

RECOMMENDATION / ACTION / FOLLOW-UP:

Staff will formulate a code amendment to change the code to allow for the submission of a declaration rather than an affidavit affirming that the applicant has posted their property.

3. PRIVATE PARTY CODE AMENDMENT – A request from Harbor Greens for a sign code amendment to allow additional A-Board signs for small grocery stores.

DISCUSSION POINTS:

Mr. Dolan noted that this request was related to the code amendment regarding a-board signs that had been processed over the summer. Harbor Greens has expressed the need for additional a-board signage. Representatives Chad Roy and Scott Teodoro from Harbor Greens, 5225 Olympic Dr., gave a presentation. Mr. Roy and Mr. Teodoro stated that they believed this was important since small grocers didn't have large budgets like larger grocery stores. They noted that there are special provisions for gas stations since their prices always change. They felt that their situation was similar since their product is time sensitive due to the perishable goods they sell. Ms. Guernsey asked Mr. Dolan about how we regulate gas station signs and Mr. Dolan noted that there are state and federal regulations requiring the allowance of gas station price signs. Mr. Dolan noted that the City Attorney has advised us that you can't differentiate between additional signage for small grocery stores and other uses. Mr. Young asked that we find out what were the laws that required us to allow other uses to have additional signage i.e., gas stations. Mr. Dolan read the definition of Sales Level 1 for the record. Mr. Young cautioned that he wanted to make sure there was some kind of cap on this so that we don't end up having too many a-boards signs cluttering the city. Ms. Guernsey read the RCW regarding the allowance of gas station fuel price signs. Mr. Dolan expressed concern that if this is something that would have to be allowed for all retail uses then that probably wouldn't work. Additionally, he noted that the schools had been asking for changeable electronic signs and perhaps that would be something that could utilize that would help all businesses. Mr. Kadzik and Mr. Young said that they felt the electronic signs were more offensive. Ms. Guernsey stated that she felt that there were valid reasons for allowing changeable copy signs for only certain types of businesses.

RECOMMENDATION / ACTION / FOLLOW-UP:

It was decided to consult with the City Attorney in order to determine if it was even possible to allow for additional signage for small grocery stores only.

4. COST OF LIVING INCREASE OF LAND USE FEES –

Mr. Dolan stated that it would be roughly 4-5%. Mr. Kadzik stated that he felt it was a good idea rather than doing large increases every 5 years. Mr. Young asked if this met the letter of the law in only charging what the actual cost is. Mr. Dolan stated that the planning fees only capture approximately 40% of the costs so he didn't feel there was a need for a study. Mr. Rice said that

the Building Department wasn't considering an increase in fees at this time. Mr. Young stated that he was hearing some complaints about the connection and impact fees, but not the other fees. Mr. Dolan also noted that the amounts will either be rounded up or down to a whole number. Ms. Guernsey noted that the City Attorney should check into the recent ruling regarding credit card fees. Discussion continued about the city's online permitting system.

RECOMMENDATION / ACTION / FOLLOW-UP:

Staff will bring a draft of the proposed fee increases along with a credit card policy to the next meeting.

5. VISION UPDATE:

Mr. Dolan illustrated the proposed vision along with a map, noting that it is now a vision for the harbor rather than downtown. He noted the hatched area that would be called "the harbor". The visioning committee will be finalizing this draft at the next meeting and will be holding a town hall meeting on October 18th. Mr. Dolan updated the committee on the common sense amendments being considered by the Planning Commission. No action was needed

6. SHORELINE MASTER PROGRAM UPDATE:

Mr. Dolan stated that this was just an informational update. He noted that there would be a joint work study session on October 22nd. He then went over the possible timeline for the adoption of the Shoreline Master Program. Ms. Guernsey asked if it was possible to adopt by the end of the year. Mr. Dolan explained that once the council passes a resolution then it goes to the Department of Ecology. Mr. Young clarified that another public hearing will be required if substantive changes are made. No action was needed.

7. OTHER:

Mr. Dolan stated that staff had not had time to put together the information they had requested on food trucks.

Olympic Property Group has asked for an amendment to their current development agreement that will probably be coming to your next council meeting and will ask that the ad hoc committee look at it. He noted that the Planning and Building Committee will also need to look at it and wondered if they could schedule a special meeting sometime this month. It was decided to hold it on the 29th or 30th of the month.

Meeting adjourned.



CITY OF GIG HARBOR
PLANNING AND BUILDING
COMMITTEE MEETING - MINUTES

DATE of MEETING: October 30, 2012
TIME: 5:30 pm
LOCATION: Planning/Building Conference Room
MEMBERS PRESENT: Councilmembers Guernsey, Kadzik, Young
STAFF PRESENT: Senior Planner Jennifer Kester
OTHERS: John Chadwell, Olympic Property Group
SCRIBE: Jennifer Kester

1. Harbor Hill Development Agreement Amendment

Ms. Kester went over the amendment to the development agreement and the process associated with the changes. Mr. Chadwell went over the proposed project for the property. He noted that no additional density is being proposed. They are proposing to allow them to make modifications to the preliminary plat without having to go through the entire process again and allow them to get site plan and design review approval prior to final plat approval.

Motion to recommend the Harbor Hill Development Agreement amendment be approved with discussion of the need for the word "concurrently". Guernsey/Young – Motion carried.

2. Harbor Vision Statement

Ms. Guernsey went over how this draft vision statement was developed. She talked about a how the vision statement will go forward to the council on the 26th of November and the possible comprehensive plan changes as a result of the vision statement. Discussion was held on how the vision statement in the budget was developed, noting that there was no public process. Ms. Guernsey stated that this could cause confusion having two different vision statements. Mr. Young pointed out the importance of implementing changes in a timely manner in order to achieve the goals set out in this process. The committee discussed development agreements.

The meeting was adjourned.



City of Gig Harbor
Finance & Safety Committee Minutes
Council Committee Guernsey, Malich, and Young)

December 17, 2012 – 4:00 p.m.
Executive Conference Room

Call to Order: 4:05 p.m.

Roll Call:

Present: Councilmembers Guernsey, Malich, and Young. Finance Director David Rodenbach, Executive Assistant Laurelyn Brekke, and City Clerk Molly Towslee

New Business:

1. **Peddler's Business License.** Molly Towslee explained that administering the temporary business license code was problematic and so staff is recommending repealing that section of code and adopting a new licensing process for peddlers and amending the regular business license code to further define exemptions.

Councilmembers asked for further clarification on the new procedures. It was decided to forward this to the city attorney for review, and to bring it to the full council after the first of the year.

2. **Employee Accident Report.** Ms. Towslee presented the 2012 employee accident report. She explained that the Employee Safety Committee was up and running, and the Accident Prevention Policy continues to be reviewed and updated.

A suggestion for rear cameras for the police vehicles was made, but it was decided this would require more discussion before implementing such an expensive option when there were only two back-up incidents resulting in little damage.

Adjourn: 4:30 p.m.

Next Meeting Date: March 18, 2013

December 28, 2012

City of Gig Harbor
Marketing Department
Attn: Laureen Lund
3510 Grandview Street
Gig Harbor, WA 98335

RE: Activities at Skansie Park and Jerisich Dock

Dear Laureen:

I am pleased to report that Harbor WildWatch delivered a record number of environmental education programs to residents and visitors in the greater Gig Harbor community in 2012! This includes 69 *Get Your Feet Wet* programs at local parks and beaches, 13 *Pier Into the Night* events at Jerisich Dock, and 505 classroom science workshops for elementary and middle school students in the South Puget Sound. In total, we engaged over 25,000 individuals in the stewardship of the Puget Sound marine environment.

The \$2,000.00 received from the City of Gig Harbor allowed us to deliver 25 environmental education programs at Skansie Brother's Park and Jerisich Dock in 2012:

- (1) Street Scramble at Skansie Park - 448 visitors
- (1) Maritime Festival at Skansie Park - 1,286 visitors
- (9) Farmer's Market at Skansie Park - 1,499 visitors
- (7) Summer Sound's Concerts on Jerisich Dock - 1,296 visitors
- (2) Cinema Gig Presentations in Skansie and Donkey Creek Park - 236 visitors
- (4) Pier into the Night on Jerisich Dock - 538 visitors
- (1) Chum Festival at Skansie Park - 434 visitors
- (1) Haunted Halloween Pier at Skansie Park - 1,966 visitors
- (1) Holiday Tree-Lighting at Skansie Park - 850 visitors

Held in conjunction with City events, these programs provided over 8,500 individuals with access to the marine environment through public activities and assisted in attracting visitors to the waterfront community. Residents and visitors not only learned about the marine environment through interactive displays, they were inspired to appreciate the natural resources that make Gig Harbor a unique place to call home.

Harbor WildWatch is proud of the partnership we have developed with the City of Gig Harbor and look forward to providing innovative environmental education opportunities for the people of Gig Harbor in 2013. Thank you for your continued support.

Sincerely,



Lindsey Johnson
Executive Director
Harbor WildWatch

Lindsey@harborwildwatch.org



Subject: City Prosecuting Attorney Contract

Dept. Origin: Administration

Prepared by: Dennis Richards

Proposed Council Action:

For Agenda of: January 14, 2013
Exhibits: Proposed Contract

Authorize the Mayor to sign a contract with Glisson, Witt & Altman for Prosecuting Attorney services.

Initial & Date

Concurred by Mayor: CLH 12/19/12
Approved by City Administrator: R 12/19/12
Approved as to form by City Atty: N/A
Approved by Finance Director: DR 12/19/12
Approved by Department Head: _____

| Expenditure | Amount | Appropriation |
|----------------------------|--------------------|---------------|
| Required: \$98,400 in 2013 | Budgeted: \$98,400 | Required: \$0 |

INFORMATION / BACKGROUND

In 2005 the City of Gig Harbor conducted a request for qualifications for prosecutions services. As a result of this RFQ process, the City selected Glisson, Witt, and Altman (Glisson) to represent the City as its municipal court prosecutor.

Mr. Glisson works well with our court staff and his work in court is respected by our Judge as well.

The contract term is for two years with the dollar amount staying the same for 2014. the contract renewal will commence as of January 1. 2013 and will continue through 2014. This contract will be in place until notice of termination is given by either party. At any time, either party may provide 60 days notice to end the contract.

FISCAL CONSIDERATION

The proposed contract amount is included in the 2013 adopted budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign a contract with Glisson, Witt & Altman for Prosecuting Attorney services.

PROSECUTING ATTORNEY AGREEMENT

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the “City” and the law office of Glisson, Witt & Altman, hereinafter referred to as the “Prosecuting Attorney.”

WHEREAS, the parties desire to define the services to be provided by the Prosecuting Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

Terms.

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

Section 2. Duties.

A. The Prosecuting Attorney shall be principally responsible for performing all work involving criminal prosecution for the City. The following list of duties is illustrative of the services to be performed by the Prosecuting Attorney, but is not necessarily inclusive of all duties:

1. Represent the City in the prosecution of all criminal misdemeanor violations.
2. Represent the City on all contested hearings represented by counsel.
3. Responsible for all aspects of prosecution including: investigation, arraignments, pre-trial hearings and motions, bench and/or jury trials, sentencing, review hearings and appeals.
4. Follow cases through sentencing procedures and manage criminal appeals.
5. Provide legal research, training and assistance to the Police Department in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
6. Prepare cases for prosecution including contacting the Police Department, witnesses, victims and defense attorneys.
7. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
8. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes.
9. Handle civil code enforcement matters in District Court as requested by the City’s Code Enforcement Officer.
10. Attend quarterly Court meetings and provide input on Court policy matters.

11. Represent the City in any RALJ (Rules for Appeal of Decisions of Courts of Limited Jurisdiction) appeals from criminal cases.
 12. Represent the City in all Civil Infractions where the defendant is represented by counsel; this includes providing discovery documents and information.
 13. Represent the City in civil forfeiture hearings under RCW Title 69 (drug seizures).
 14. The prosecuting attorney or an equal representative be accessible 24 hours a day.
 15. The Prosecuting Attorney shall not take any defense cases, except for superior court civil cases, in the greater Gig Harbor area (Gig Harbor and Key Peninsulas).
- B. The Prosecuting Attorney's duties shall not include the following:
1. Civil proceedings not listed in Section 2(A).
 2. Civil traffic proceedings not listed in Section 2(A).
 3. The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor.

Section 3. Compensation.

A. The rates charged by the Prosecuting Attorney for the legal services described in this Agreement are:

\$8,200 per month, effective January 1, 2013.

For services not included in the base fee: \$100 per infraction case in which the prosecuting attorney appears, demonstrated by the filing of a notice of appearance by the Prosecuting Attorney.

The City shall be responsible for costs associated with any expert witnesses required to be subpoenaed for civil traffic matters.

B. These rates are effective for two year(s), and are subject to renegotiation yearly thereafter.

Should the Court Calendar change so that court will regularly be held more than one day per week, this shall constitute a substantial change in the Prosecuting Attorney's work load and therefore be cause to immediately allow renegotiation of the monthly rate of compensation.

C. Reimbursable Costs. The Prosecuting Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees and other similar expense items.

Section 4. Equipment and Other Resources. The Prosecuting Attorney shall provide his/her own cell phone, access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc. In addition, the Prosecuting Attorney

shall be responsible for all costs associated with maintaining his/her license to practice law in the State of Washington, including but not limited to costs relating to continuing legal education and bar dues. For the City's convenience, a private office with computer, computer support, printer, paper, City e-mail account and internet access shall be provided for use by the Prosecuting Attorney.

Section 5. Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

A. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

B. **Professional Liability** insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Prosecuting Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Prosecuting Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Section 6. Independent Contractor. The Prosecuting Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligation to pay to the Prosecuting Attorney or any of his employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Prosecuting Attorney which may arise as an incident of the Prosecuting Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Prosecuting Attorney.

Section 7. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the City under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the Prosecuting Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 8. Hold Harmless. The Prosecuting Attorney and the Law Office of Glisson, Witt & Altman agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Prosecuting Attorney in the performance of this Agreement, except for claims or damages caused by the sole negligence of the City. The City agrees to indemnify, hold harmless, and defend the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents in the performance of this Agreement, except for claims or damages caused by the sole negligence of the Prosecuting Attorney. In the event a court of competent jurisdiction finds that the City and Prosecuting Attorney are concurrently negligent, then each party shall be responsible for the extent of its own negligence.

Section 9. Rules of Professional Conduct. All services provided by the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 10. Subcontracting or Assignment. The Prosecuting Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. However, services performed under the terms of this contract may be performed by any qualified partner or associate attorney of Glisson, Witt & Altman. When the City Prosecutor's office must recuse itself from a case to avoid violation of the Rules of Professional Conduct, it shall be the responsibility of the office of the Prosecuting Attorney to provide a qualified conflict attorney to represent the City.

Section 11. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

TO THE PROSECUTING ATTORNEY:
Stan Glisson
Glisson, Witt & Altman
400 Warren, Suite, 415
Bremerton, WA 98337

Section 12. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

Section 13. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Prosecuting Attorney.

Section 14. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Section 15. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 16. Severability. If any section, sentence, clause or phrase of this Agreement is 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, clause or phrase of this Agreement.

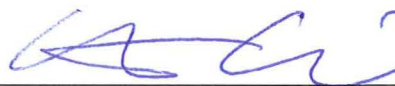
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated this ___ day of _____, 2013.

CITY OF GIG HARBOR

PROSECUTING ATTORNEY

By _____
Mayor Charles L. Hunter

By 
Stan Glisson,
Glisson, Witt & Altman

ATTEST/AUTHENTICATED:

By _____
City Clerk Molly Towslee

APPROVED AS TO FORM:

By _____
City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: Amendment No. 4 to
Assigned Counsel Agreement

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Dennis Richards

Approve Contract with the Pierce County
Department of Assigned Counsel

For Agenda of: January 14, 2013

Exhibits: Assigned Counsel Agreement

Initial & Date

Concurred by Mayor:

CH 12/19/12

Approved by City Administrator:

12/19/12

Approved as to form by City Atty:

N/A

Approved by Finance Director:

[Signature] 12/19/12

Approved by Department Head:

[Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and Amount. Values: \$54,557, \$57,000, \$0.

INFORMATION / BACKGROUND

For the past several years, Pierce County Department of Assigned Counsel (DAC) has been providing Assigned Counsel services for the City's Municipal Court. The two-year agreement with Pierce County for Assigned Counsel services expired 12/31/2012. The attached Fourth Amendment to the original January 2007 Agreement with DAC will run through December 31, 2014.

FISCAL CONSIDERATION

This amendment proposes no increase in the \$54,557 base contract for 2013. For 2014, the base amount of the contract will increase by the same amount as the county's cost of living increase, as determined by the Pierce County Budget & Finance Department.

The proposed amendment contains an additional allowance of \$2,000 per year for certain contracted services (conflict counsel, expert services and investigations).

RECOMMENDATION / MOTION

Move to: Approve Contract with the Pierce County Department of Assigned Counsel

AMENDMENT NO. 4 TO ASSIGNED COUNSEL AGREEMENT

THIS AMENDMENT NO. 4 to that certain Assigned Counsel Agreement dated January 1, 2007, as amended (the "Agreement") is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and PIERCE COUNTY, a political subdivision of the State of Washington (the "County"), on behalf of its Department of Assigned Counsel (the "Department").

WITNESSETH:

WHEREAS, the parties entered into an Agreement for the provision of legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2007-2008 calendar years, and extended by amendments the Agreement to cover services through the 2012 calendar year; and

WHEREAS, the parties desire to extend the term of the Agreement to cover the 2013 – 2014 calendar years;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement and this Amendment, the parties hereto agree as follows:

TERMS:

Section 1. Section 1 of the Agreement is hereby amended to read as follows:

The Department will provide legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2013-2014 calendar years. Such services will include, but are not limited to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court. Indigency status will be determined by the City in coordination with the Court.

Section 2. Section 2 of the Agreement is hereby amended to read as follows:

A. In return for the services rendered to the City and to those indigent defendants represented by the Department in 2013 - 2014, the City agrees to pay the County the annual sum of Fifty-four Thousand Five Hundred Fifty-seven Dollars (\$54,557). Payments shall be made in equal quarterly installments of Thirteen Thousand Six Hundred Thirty-nine and 25/100's Dollars (\$13,639.25), due and payable at the end of each quarter for those services rendered.

B. An allowance of \$2,000 shall be available to the County to cover costs associated with conflict counsel, expert services and investigations. These costs will be paid on a reimbursement basis, after presentation of

an invoice for such costs. In the event that the retention of the services in this subparagraph exceeds \$2,000, the City shall provide additional funds for those services so that all payments for those services remain separate from the contract compensation to the County under this Agreement.

C. If during the 2014 year the County provides a COLA to its employees, the annual cost will increase by that amount.

Section 3. Compliance. This contract complies with all standards for indigent defense as listed under CrRLJ 3.1 and CrR 3.1.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT NO. 4, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment shall become effective upon signature by the last party hereto.

CITY OF GIG HARBOR

PIERCE COUNTY

Mayor Date

Michael R. Kawamura Date
Director, Department of Assigned Counsel

Attest:

Approved as to legal form only:

City Clerk Date

By _____
Deputy Prosecuting Attorney Date

Approved as to legal form only:

Recommended:

City Attorney Date

By _____
Budget & Finance Date

By _____
Executive Date



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

Subject: Puget Sound Clean Air Agency –
Memorandum of Agreement

Proposed Council Action:

Authorize the Mayor to execute an agreement for Puget Sound Clean Air Agency to perform an ambient air quality monitoring study with the City providing space and power for operation of the temporary station.

Dept. Origin: Public Works/Operations

Prepared by: *Marco Malich*
Marco Malich
Public Works Superintendent

For Agenda of: January 14, 2013

Exhibits: Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CLM 1/7/13

R 1/7/13

via email 12-13-12

1/12

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

INFORMATION/BACKGROUND

The City was contacted by Puget Sound Clean Air Agency (PSCAA) to explore the idea of placing a temporary air quality sampler station within the Gig Harbor area. This station would be in place for approximately two months and the data collected could be shared in a presentation to the City of Gig Harbor at a later date.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute an agreement for Puget Sound Clean Air Agency to perform an ambient air quality monitoring study with the City providing space and power for operation of the temporary station.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and (**City of Gig Harbor**), (hereinafter referred to as the "City"), (3510 Grandview Street, Gig Harbor, WA 98335).

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into a MOA with the City for the purposes of performing an ambient air quality monitoring study; and

WHEREAS, the City is willing to provide space and electrical power to the Agency for operation of a temporary air quality monitoring station under the terms and conditions set forth herein; and

NOW, THEREFORE, the Agency and the City mutually agree as follows:

1. **Purpose and Scope of MOA.**

This MOA does not involve the exchange of funds between the Agency and the City.

A. Duties of the Agency

(i) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove one air quality monitoring station on City property. Prior to installing each station, the Agency must receive prior approval from the Public Works Superintendent (as defined herein).

(ii) Agency sampling timeframes are approximate: the Agency intends to sample at one station from January 1, 2013 through February 28, 2013.

(iii) All equipment related to the station, and all data obtained from each station, is owned by the Agency.

B. Duties of the City

(i) The City shall, using its reasonable discretion approve the air quality monitoring station location;

(ii) allow use of one existing electrical power receptacle to support the station.

(iii) allow access to the station for the following Agency staff: Matt Harper, Greg Sandau, and Adam Petrusky. One Agency staff member will normally need to visit each station approximately every two weeks for about 45 minutes.

2. **Term, Duties upon Termination.** The effective date of this MOA is January 1, 2013. The termination date of this MOA is March 31, 2013. Upon termination, whether due to expiration of the term or as a result of agreement of the parties, the Agency shall remove all equipment from City property and restore such property to a condition as good as or better than when the Agency first took occupancy, with equipment removal and property restoration to be completed prior to March 31, 2013.

3. **Communications.** The following persons shall be the contact persons (the "Administrator") for all communications regarding the performance of this MOA.

| City of Gig Harbor | Agency |
|--|--|
| Marco Malich, Public Works Superintendent | Project Manager: Matthew Harper |
| 3510 Grandview Street Gig Harbor, WA 98335 | 1904 Third Avenue, Suite 105 Seattle, WA 98101 |
| Phone: (253) 851-6174 (direct) (253) 851-8136 (main) | Phone: (206) 689-4009 (office) (206) 516-9025 (mobile) |
| Fax: N/A | Fax: (206) 343-7522 |
| E-mail: malichm@cityofgigharbor.net | E-mail: matth@pscleaseair.org |

4. **Changes.** Any changes to the terms and conditions of this agreement must be in writing, signed by both parties hereto.

5. **Early Termination.** The Agency may terminate this MOA at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination; provided, that the termination shall be preceded by a face-to-face meeting between City and the Agency. The City may terminate this MOA at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination; provided, that the termination shall be preceded by a face-to-face meeting between City and the Agency.

6. **City is Not an Employee of the Agency.** The City and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The City will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the City make any claim of right, privilege or benefit which would accrue to an employee under the law.

7. **Assignment.** Neither party may assign or delegate its rights or obligations under this agreement, in whole or in part, without the express prior written consent of the other party.

8. **Hold Harmless.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

9. **Air Quality Education.** As consideration for the City's performance under this MOA, the Agency agrees to provide to the City the following: (a) a one hour air quality science program directed to a community group or city staff, and (b) copy of the data & report from the air quality monitoring.

10. **Compliance with All Laws and Regulations.** The Agency and City shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this MOA.

11. **Authority.** Each individual executing this MOA represents that he or she is authorized to bind their respective entity and that all procedural requirements necessary for the execution of this agreement have been taken by their respective entity.

PUGET SOUND CLEAN AIR AGENCY

CITY OF GIG HARBOR

By: _____
Paul Roberts
Board of Directors, Chair

By: _____
(Name)

Date: _____

Date: _____

Attest:

By: _____
Craig Kenworthy
Executive Director

Date: _____

Approved as to Form:

CITY OF GIG HARBOR

By: _____
Laurie Halvorson
Director of Compliance and Legal

By: _____

Its: _____

Date: _____

Date: _____



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

Certification Regarding
Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached



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

Subject: Donkey Creek Restoration Project
Preparation of Final Plans and Specifications,
Bidding Documents, and Final Permitting
Assistance - Consultant Services Contract
Amendment No. 4 / Parametrix, Inc.

Proposed Council Action: Approve and
authorize the Mayor to execute a Consultant
Services Contract Amendment No. 4 with
Parametrix, Inc. in the not to exceed amount of
\$33,002.02 for a total amended contract
not-to-exceed amount of \$1,065,029.05.

Dept. Origin: Public Works/Engineering
Prepared by: Stephen Misiurak, P.E.
City Engineer
For Agenda of: January 14, 2013
Exhibits: Consultant Services Contract
Amendment w/ attached
correspondence

Concurred by Mayor:
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Initial & Date
GLH 1/13/13
R 1/2/13
VICKMADIL
R 12/29/12
R 12/31/12

| | | | | | |
|-------------------------|--------------------|--------------------|--------------------------------------|---------------------------|------------|
| Expenditure Required | \$33,002.02 | Amount Budgeted | ** See Fiscal Consideration below | Appropriation Required | \$0 |
|-------------------------|--------------------|--------------------|--------------------------------------|---------------------------|------------|

INFORMATION / BACKGROUND

The City received a request for additional payment from Parametrix on November 5 and 30, 2012 in the amount of \$106,458.00 citing additional permitting and design services were rendered that were outside the originally approved scope of work. The City Engineer analysis of their extra work request concluded that only \$33,002.02 was reimbursable.

FISCAL CONSIDERATION

Donkey Creek Restoration and Transportation Improvements Project (rounded to the nearest \$1000)

| | | |
|---|-----------|---------------------|
| Carry over from 2012 Budget: | \$ | 415,000.00 |
| Adopted 2013 Budget: | \$ | 3,402,000.00 |
| Budgeted Amount: | \$ | 3,817,000.00 |
| Construction Contract: | \$ | 3,020,000.00 |
| Construction Management and Materials Testing: | \$ | 581,000.00 |
| Special Inspection and Testing (WSDOT - estimate): | \$ | 35,000.00 |
| Additional Design/Permitting Fees: | \$ | 33,002.02 |
| Subtotal Estimated Construction Costs: | \$ | 3,669,000.00 |
| Reserve Amount (if needed for changes during construction): | \$ | 150,000.00 |
| Total Estimated Costs: | \$ | 3,819,000.00 |

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 4 with Parametrix, Inc. in the not-to-exceed amount of \$33,002.02 for a total amended contract not-to-exceed amount of \$1,065,029.05.

**FOURTH AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX, INC.**

THIS FOURTH AMENDMENT is made to that certain Consultant Services Contract dated October 11, 2011 (the "Agreement"), as amended by that certain First Amendment dated November 15, 2011, and that certain Second Amendment of even date herewith, as amended by that certain Third Amendment dated May 15, 2012 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, 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 design and the permitting of the Donkey Creek Restoration and Improvements 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 Thirty-three Thousand Two Dollars and Two Cents (\$33,002.02), 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 January 15, 2013.

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 _____, 2013.

CONSULTANT

By: 

Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

(CPP-0914) Donkey Creek Restoration and Transportation Improvements Project
Consultant Services Contract – Parametrix – Design and Permitting
Contract Amendment #4 – Scope of Work

EXHIBIT A

Permitting Coordination

- Revisions, resubmittals, and coordination of the Corps of Engineers Nationwide Permits – specifically the Section 401 Water Quality Certifications.
- Performance of the ESA consultation due to Corps of Engineers change in policy regarding the lead agency status from HUD to the City of Gig Harbor.
- Late in permitting process lead agency status, change from the City of Gig Harbor, back to HUD because of procedural changes to HUD's NEPA process.
- Eastern and Western Washington Tribal coordination.
- Additional information required by permitting agencies related to added and changed floodplain and wetlands processes.
- Extensive meetings with the City and permitting agencies to ensure compliance with on-going changes in requirements and sequencing of permit submittals, processing and approvals.

Estuary Design Services

- City of Gig Harbor required changes for ADA path and handrail design.
- Verification of quantities and bid schedule.
- Adjustments and revisions to the drawings due to City of Gig Harbor required changes.
- Coordinating and compiling multiple final cost estimates.

Bridge Design Services

- Bridge and fence design interface changes required by the City.

Transportation/Lighting Design

- City approval conditions related to 4021 Harborview Drive, coordination regarding ADA stall, parking lot improvements and temporary construction easement.
- City driven changes at the 90% review regarding the paving of North Harborview Drive, the joint pathway and removal, replacement and/or overlay of the roadway and the sidewalk.

- Revisions to the survey base map to more accurately depict the location of abandoned existing utilities necessary after 90% review.
- Revisions necessary to utilize the existing storm sewer on North Harborview Drive instead of abandoning existing and replacing with new.
- Private utility coordination for early construction of utilities necessary to ensure successful construction.

Computer Aided Design Drafting (CADD)

- All of the above changes required CADD effort to continuously amend the design documents.

Exhibit B

(CPP-0914) Donkey Creek Restoration and Transportation Improvements
Consultant Services Contract - Parametrix - Design and Permitting
Contract Amendment #4 - Cost Overruns

| Phase | Task No.* | Task Description | Staff | Negotiated Amounts | Notes |
|--|-----------|--|------------------|--------------------|--|
| 3 | 1/7 | Project Mgt-Permitting | Gary Maynard | \$ 3,870.00 | |
| 3 | 1/7 | Project Mgt-Permitting | James Glassley | \$ - | Staff not listed in contract |
| 3 | 1/7 | Project Mgt-Permitting | Kelli Lambert | \$ 1,282.50 | |
| 3 | 1/7 | Project Mgt-Permitting | Linda Edwards | \$ 2,500.00 | |
| 3 | 1/7 | Project Mgt-Permitting | Shannon Thompson | \$ 471.25 | |
| 3 | 1/7 | Project Mgt-Permitting | Expenses | \$ 1,596.37 | |
| Subtotal Project Mgt-Permitting: | | | | \$ 9,720.12 | NEPA process changed by HUD |
| 3 | 4 | Estuary Design | David Dinkuhn | \$ 2,736.88 | Some original scope, some additional. Portion |
| 3 | 4 | Estuary Design | Julia Peterson | \$ - | see CADD, below. |
| 3 | 4 | Estuary Design | Linda Edwards | \$ 460.00 | |
| 3 | 4 | Estuary Design | Steve Rasmussen | \$ - | Staff not listed in contract |
| Subtotal Estuary Design: | | | | \$ 3,196.88 | |
| 3 | 3 | Bridge Design | Bob Murray | \$ - | Original scope items. Also, flex tend request dates back to 60% design and could have been handled within scope. |
| 3 | 3 | Bridge Design | Robert Kugen | \$ 472.50 | |
| 3 | 3 | Bridge Design | Expenses | \$ 58.39 | |
| Subtotal Bridge Design: | | | | \$ 530.89 | |
| 3 | 2/10 | Transportation/Lighting Design | Brian Bunker | \$ 2,790.00 | Some original scope, some additional. Portion |
| 3 | 2/10 | Transportation/Lighting Design | David Wilson | \$ - | Inefficiency |
| 3 | 2/10 | Transportation/Lighting Design | Dean Zavak | \$ 1,451.25 | Some original scope, some additional. Storm report corrections part of original design. Portion |
| 3 | 2/10 | Transportation/Lighting Design | Denise Peterson | \$ 650.00 | |
| 3 | 2/10 | Transportation/Lighting Design | Edgar Schott | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Edward Soto | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Gary White | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Greg Hannan | \$ 4,000.00 | More original design requirement, inefficiencies, some additional. Portion |
| 3 | 2/10 | Transportation/Lighting Design | John Wright | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Nancy Donovan | \$ 20.00 | |
| 3 | 2/10 | Transportation/Lighting Design | Oskar Agustsson | \$ 1,317.50 | Some original scope, inefficiencies, some additional. Portion |
| Subtotal Transportation/Lighting Design: | | | | \$ 10,228.75 | |
| 3 | all | CADD Services | Alvin Valencia | \$ 3,135.00 | Some original scope, inefficiencies, some additional. Portion |
| 3 | all | CADD Services | Julia Peterson | \$ 3,200.00 | Some original scope, inefficiencies, some additional. Portion |
| 3 | all | CADD Services | Kelli Lambert | \$ 95.00 | |
| 3 | all | CADD Services | Robert Kugen | \$ 67.50 | |
| Subtotal CADD Services: | | | | \$ 6,497.50 | |
| SUBTOTAL PHASE 3: | | | | \$ 30,174.14 | |
| 4 | 1 | Project Management | April Whittaker | \$ 1,140.00 | |
| 4 | 1 | Project Management | Shannon Thompson | \$ 1,377.50 | |
| Subtotal Project Management: | | | | \$ 2,517.50 | |
| 4 | 4 | Estuary Design | Bob Murray | \$ - | Included in original scope of work. |
| 4 | 4 | Estuary Design | Brian Bunker | \$ - | Included in original scope of work. |
| 4 | 4 | Estuary Design | Linda Edwards | \$ 60.00 | |
| 4 | 4 | Estuary Design | Expenses | \$ 250.38 | |
| Subtotal Estuary Design: | | | | \$ 310.38 | |
| SUBTOTAL PHASE 4: | | | | \$ 2,827.88 | |
| ? | ? | Specific tasks not identified - assumed allocations shown above based on staff/expenses identified - this line | | \$ - | Other project effort write-off amounts claimed in PMX 11-30-12 letter not specifically tied to tasks listed above. |
| TOTAL PHASES 3 and 4: | | | | \$ 33,002.02 | |

* Per original contract consultant contract scope of work

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

4660 KITSAP WAY, SUITE A
BREMERTON, WA 98312-2357
T. 360.377.0014 F. 360.479.5961
www.parametrix.com

December 17, 2012
PMX No. 267-2750-024

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

Re: Donkey Creek Restoration and Transportation Improvements Project
Request for Payment – Permitting and Design Services Rendered

Dear Mr. Misiurak:

Thank you for your letter dated December 14, 2012 (attached) in regards to the above referenced subject and our request dated November 30, 2012. We accept your offer, contingent on City Council approval, of a contract amendment in the amount of \$33,002.02 for a revised contract amount of not-to-exceed \$1,065,029.05. Please advise if a revised proposal letter is required or if this letter and attachments will suffice for the amendment.

It has been our pleasure to be in service to you and the City of Gig Harbor over these past years. Thank you for the opportunity to do so. We hope to remain in service to you for many years to come.

Kindest regards,



Parametrix

inspired people . inspired solutions . making a difference

Jim Dugan
Owners Representative Services
Group Manager
711 Pacific Avenue, Tacoma, WA 98402
cell: 253.278.8105
jdugan@parametrix.com



December 14, 2012

Jim Dugan, P.E.
Parametrix
4660 Kitsap Way, Ste. A
Bremerton, WA 98311

SUBJ: Donkey Creek Restoration & Transportation Improvements Project
- Request for Payment – Permitting and Design Services Rendered

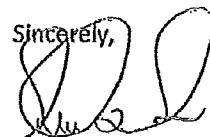
Dear Jim:

The City is in receipt of your written correspondence dated November 5, 2012 requesting an additional \$69,293.00 in engineering services, which is over and above your current authorized contract amount not-to-exceed \$1,032,027.03.

The City has at length reviewed your request and has determined that the total due is no more than \$33,002.02. This is based on a City analysis of your work items performed that were out of scope. The attached exhibit summarizes the compilation of additional work items. The extra work was related to additional permitting efforts required by the permitting agencies.

In addition, individuals whom you show as working on design features that were not identified on the original scope of work were omitted from further consideration for payment.

In summary of the requested \$69,293.00, the City will pay no more than \$33,002.02 for a revised contract amount not-to-exceed \$1,065,029.05, pending City Council approval.

Sincerely,


Stephen Misiurak, P.E.
City Engineer

Enclosure: Exhibit A

c Bio Park, City Attorney
Emily Appleton, P.E., Senior Engineer

| Phase | Task No.* | Task Description | Staff | Total Over (assumed per 11-30-12 letter fr PMX) | Write-off Amount per letter | Requested Amount | City Proposed Amounts | |
|---|-----------|---|------------------|---|-----------------------------|---------------------|-----------------------|--|
| 3 | 1/7 | Project Mgt-Permitting | Gary Maynard | \$ 3,960.00 | \$ 90.00 | \$ 3,870.00 | \$ 3,870.00 | |
| 3 | 1/7 | Project Mgt-Permitting | James Glassley | \$ 137.50 | \$ - | \$ 137.50 | \$ - | Staff not listed in contract |
| 3 | 1/7 | Project Mgt-Permitting | Kelli Lambert | \$ 2,042.50 | \$ 760.00 | \$ 1,282.50 | \$ 1,282.50 | |
| 3 | 1/7 | Project Mgt-Permitting | Linda Edwards | \$ 2,500.00 | \$ - | \$ 2,500.00 | \$ 2,500.00 | |
| 3 | 1/7 | Project Mgt-Permitting | Shannon Thompson | \$ 6,742.50 | \$ 6,271.25 | \$ 471.25 | \$ 471.25 | |
| 3 | 1/7 | Project Mgt-Permitting | Expenses | \$ 1,596.37 | \$ - | \$ 1,596.37 | \$ 1,596.37 | |
| Subtotal Project Mgt-Permitting: | | | | \$ 16,978.87 | \$ 7,121.25 | \$ 9,857.62 | \$ 9,720.12 | NEPA process changed by HUD |
| 3 | 4 | Estuary Design | David Dinkuhn | \$ 5,473.75 | \$ 2,465.00 | \$ 3,008.75 | \$ 2,736.88 | Some original scope, some additional. Split |
| 3 | 4 | Estuary Design | Julia Peterson | \$ 500.00 | \$ 200.00 | \$ 300.00 | \$ - | see CADD, below. |
| 3 | 4 | Estuary Design | Linda Edwards | \$ 460.00 | \$ - | \$ 460.00 | \$ 460.00 | |
| 3 | 4 | Estuary Design | Steve Rasmussen | \$ 550.00 | \$ - | \$ 550.00 | \$ - | Staff not listed in contract |
| Subtotal Estuary Design: | | | | \$ 6,983.75 | \$ 2,665.00 | \$ 4,318.75 | \$ 3,196.88 | |
| 3 | 3 | Bridge Design | Bob Murray | \$ 8,910.00 | \$ 1,080.00 | \$ 7,830.00 | \$ - | Original scope items. Also, flex tend request dates back to 60% design and could have been handled within scope. |
| 3 | 3 | Bridge Design | Robert Kugen | \$ 472.50 | \$ - | \$ 472.50 | \$ 472.50 | |
| 3 | 3 | Bridge Design | Expenses | \$ 58.39 | \$ - | \$ 58.39 | \$ 58.39 | |
| Subtotal Bridge Design: | | | | \$ 9,440.89 | \$ 1,080.00 | \$ 8,360.89 | \$ 530.89 | |
| 3 | 2/10 | Transportation/Lighting Design | Brian Bunker | \$ 5,580.00 | \$ 1,440.00 | \$ 4,140.00 | \$ 2,790.00 | Some original scope, some additional. Split |
| 3 | 2/10 | Transportation/Lighting Design | David Wilson | \$ 4,050.00 | \$ - | \$ 4,050.00 | \$ - | Inefficiency |
| 3 | 2/10 | Transportation/Lighting Design | Dean Zavak | \$ 2,902.50 | \$ - | \$ 2,902.50 | \$ 1,451.25 | Some original scope, some additional. Storm report corrections part of original design. Split |
| 3 | 2/10 | Transportation/Lighting Design | Denise Peterson | \$ 650.00 | \$ - | \$ 650.00 | \$ 650.00 | |
| 3 | 2/10 | Transportation/Lighting Design | Edgar Schott | \$ 2,745.27 | \$ - | \$ 2,745.27 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Edward Soto | \$ 550.00 | \$ - | \$ 550.00 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Gary White | \$ 345.84 | \$ - | \$ 345.84 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Greg Hannan | \$ 9,932.50 | \$ 942.50 | \$ 8,990.00 | \$ 4,000.00 | More original design requirement, inefficiencies, some additional. Split |
| 3 | 2/10 | Transportation/Lighting Design | John Wright | \$ 371.25 | \$ - | \$ 371.25 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Nancy Donovan | \$ 20.00 | \$ - | \$ 20.00 | \$ 20.00 | |
| 3 | 2/10 | Transportation/Lighting Design | Oskar Agustsson | \$ 2,635.00 | \$ 310.00 | \$ 2,325.00 | \$ 1,317.50 | Some original scope, inefficiencies, some additional. Split |
| Subtotal Transportation/Lighting Design: | | | | \$ 29,782.36 | \$ 2,692.50 | \$ 27,089.86 | \$ 10,228.75 | |
| 3 | ? | CADD Services | Alvin Valencia | \$ 6,270.00 | \$ - | \$ 6,270.00 | \$ 3,135.00 | Some original scope, inefficiencies, some additional. Split |
| 3 | ? | CADD Services | Julia Peterson | \$ 6,400.00 | \$ - | \$ 6,400.00 | \$ 3,200.00 | Some original scope, inefficiencies, some additional. Split |
| 3 | ? | CADD Services | Kelli Lambert | \$ 95.00 | \$ - | \$ 95.00 | \$ 95.00 | |
| 3 | ? | CADD Services | Robert Kugen | \$ 67.50 | \$ - | \$ 67.50 | \$ 67.50 | |
| Subtotal CADD Services: | | | | \$ 12,832.50 | \$ - | \$ 12,832.50 | \$ 6,497.50 | |
| SUBTOTAL PHASE 3: | | | | \$ 76,018.37 | \$ 13,558.75 | \$ 62,459.62 | \$ 30,174.14 | |
| 4 | 1 | Project Management | April Whittaker | \$ 10,660.00 | \$ 9,520.00 | \$ 1,140.00 | \$ 1,140.00 | |
| 4 | 1 | Project Management | Shannon Thompson | \$ 1,377.50 | \$ - | \$ 1,377.50 | \$ 1,377.50 | |
| Subtotal Project Management: | | | | \$ 12,037.50 | \$ 9,520.00 | \$ 2,517.50 | \$ 2,517.50 | |
| 4 | 4 | Estuary Design | Bob Murray | \$ 180.00 | \$ - | \$ 180.00 | \$ - | Included in original scope of work. |
| 4 | 4 | Estuary Design | Brian Bunker | \$ 3,780.00 | \$ - | \$ 3,780.00 | \$ - | Included in original scope of work. |
| 4 | 4 | Estuary Design | Linda Edwards | \$ 60.00 | \$ - | \$ 60.00 | \$ 60.00 | |
| 4 | 4 | Estuary Design | Expenses | \$ 250.38 | \$ - | \$ 250.38 | \$ 250.38 | |
| Subtotal Estuary Design: | | | | \$ 4,270.38 | \$ - | \$ 4,270.38 | \$ 310.38 | |
| SUBTOTAL PHASE 4: | | | | \$ 16,307.88 | \$ 9,520.00 | \$ 6,787.88 | \$ 2,827.88 | |
| ? | ? | Specific tasks not identified - assumed allocations shown above based on staff/expenses identified - this line represents amounts claimed by staff not specifically listed in the overrun phase and task \$ | | \$ 10,424.76 | \$ 10,424.76 | \$ - | \$ - | Other project effort write-off amounts claimed in PMX 11-30-12 letter not specifically tied to tasks listed above. |
| TOTAL PHASES 3 and 4: | | | | \$ 102,751.01 | \$ 33,503.51 | \$ 69,247.50 | \$ 33,002.02 | |

* Per original contract consultant contract scope of work



PUBLIC WORKS DEPARTMENT

December 14, 2012

Jim Dugan, P.E.
Parametrix
4660 Kitsap Way, Ste. A
Bremerton, WA 98311

SUBJ: Donkey Creek Restoration & Transportation Improvements Project
- Request for Payment – Permitting and Design Services Rendered

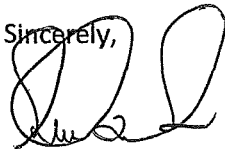
Dear Jim:

The City is in receipt of your written correspondence dated November 5, 2012 requesting an additional \$69,293.00 in engineering services, which is over and above your current authorized contract amount not-to-exceed \$1,032,027.03.

The City has at length reviewed your request and has determined that the total due is no more than \$33,002.02. This is based on a City analysis of your work items performed that were out of scope. The attached exhibit summarizes the compilation of additional work items. The extra work was related to additional permitting efforts required by the permitting agencies.

In addition, individuals whom you show as working on design features that were not identified on the original scope of work were omitted from further consideration for payment.

In summary of the requested \$69,293.00, the City will pay no more than \$33,002.02 for a revised contract amount not-to-exceed \$1,065,029.05, pending City Council approval.

Sincerely,


Stephen Misiurak, P.E.
City Engineer

Enclosure: Exhibit A

c Bio Park, City Attorney
Emily Appleton, P.E., Senior Engineer

| Phase | Task No.* | Task Description | Staff | Total Over (assumed per 11-30-12 letter fr PMX) | Write-off Amount per letter | Requested Amount | City Proposed Amounts | |
|---|-----------|---|------------------|---|-----------------------------|---------------------|-----------------------|--|
| 3 | 1/7 | Project Mgt-Permitting | Gary Maynard | \$ 3,960.00 | \$ 90.00 | \$ 3,870.00 | \$ 3,870.00 | |
| 3 | 1/7 | Project Mgt-Permitting | James Glassley | \$ 137.50 | \$ - | \$ 137.50 | \$ - | Staff not listed in contract |
| 3 | 1/7 | Project Mgt-Permitting | Kelli Lambert | \$ 2,042.50 | \$ 760.00 | \$ 1,282.50 | \$ 1,282.50 | |
| 3 | 1/7 | Project Mgt-Permitting | Linda Edwards | \$ 2,500.00 | \$ - | \$ 2,500.00 | \$ 2,500.00 | |
| 3 | 1/7 | Project Mgt-Permitting | Shannon Thompson | \$ 6,742.50 | \$ 6,271.25 | \$ 471.25 | \$ 471.25 | |
| 3 | 1/7 | Project Mgt-Permitting | Expenses | \$ 1,596.37 | \$ - | \$ 1,596.37 | \$ 1,596.37 | |
| Subtotal Project Mgt-Permitting: | | | | \$ 16,978.87 | \$ 7,121.25 | \$ 9,857.62 | \$ 9,720.12 | NEPA process changed by HUD |
| 3 | 4 | Estuary Design | David Dinkuhn | \$ 5,473.75 | \$ 2,465.00 | \$ 3,008.75 | \$ 2,736.88 | Some original scope, some additional. Split |
| 3 | 4 | Estuary Design | Julia Peterson | \$ 500.00 | \$ 200.00 | \$ 300.00 | \$ - | see CADD, below. |
| 3 | 4 | Estuary Design | Linda Edwards | \$ 460.00 | \$ - | \$ 460.00 | \$ 460.00 | |
| 3 | 4 | Estuary Design | Steve Rasmussen | \$ 550.00 | \$ - | \$ 550.00 | \$ - | Staff not listed in contract |
| Subtotal Estuary Design: | | | | \$ 6,983.75 | \$ 2,665.00 | \$ 4,318.75 | \$ 3,196.88 | |
| 3 | 3 | Bridge Design | Bob Murray | \$ 8,910.00 | \$ 1,080.00 | \$ 7,830.00 | \$ - | Original scope items. Also, flex tend request dates back to 60% design and could have been handled within scope. |
| 3 | 3 | Bridge Design | Robert Kugen | \$ 472.50 | \$ - | \$ 472.50 | \$ 472.50 | |
| 3 | 3 | Bridge Design | Expenses | \$ 58.39 | \$ - | \$ 58.39 | \$ 58.39 | |
| Subtotal Bridge Design: | | | | \$ 9,440.89 | \$ 1,080.00 | \$ 8,360.89 | \$ 530.89 | |
| 3 | 2/10 | Transportation/Lighting Design | Brian Bunker | \$ 5,580.00 | \$ 1,440.00 | \$ 4,140.00 | \$ 2,790.00 | Some original scope, some additional. Split |
| 3 | 2/10 | Transportation/Lighting Design | David Wilson | \$ 4,050.00 | \$ - | \$ 4,050.00 | \$ - | Inefficiency |
| 3 | 2/10 | Transportation/Lighting Design | Dean Zavak | \$ 2,902.50 | \$ - | \$ 2,902.50 | \$ 1,451.25 | Some original scope, some additional. Storm report corrections part of original design. Split |
| 3 | 2/10 | Transportation/Lighting Design | Denise Peterson | \$ 650.00 | \$ - | \$ 650.00 | \$ 650.00 | |
| 3 | 2/10 | Transportation/Lighting Design | Edgar Schott | \$ 2,745.27 | \$ - | \$ 2,745.27 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Edward Soto | \$ 550.00 | \$ - | \$ 550.00 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Gary White | \$ 345.84 | \$ - | \$ 345.84 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Greg Hannan | \$ 9,932.50 | \$ 942.50 | \$ 8,990.00 | \$ 4,000.00 | More original design requirement, inefficiencies, some additional. Split |
| 3 | 2/10 | Transportation/Lighting Design | John Wright | \$ 371.25 | \$ - | \$ 371.25 | \$ - | Staff not listed in contract |
| 3 | 2/10 | Transportation/Lighting Design | Nancy Donovan | \$ 20.00 | \$ - | \$ 20.00 | \$ 20.00 | |
| 3 | 2/10 | Transportation/Lighting Design | Oskar Agustsson | \$ 2,635.00 | \$ 310.00 | \$ 2,325.00 | \$ 1,317.50 | Some original scope, inefficiencies, some additional. Split |
| Subtotal Transportation/Lighting Design: | | | | \$ 29,782.36 | \$ 2,692.50 | \$ 27,089.86 | \$ 10,228.75 | |
| 3 | ? | CADD Services | Alvin Valencia | \$ 6,270.00 | \$ - | \$ 6,270.00 | \$ 3,135.00 | Some original scope, inefficiencies, some additional. Split |
| 3 | ? | CADD Services | Julia Peterson | \$ 6,400.00 | \$ - | \$ 6,400.00 | \$ 3,200.00 | Some original scope, inefficiencies, some additional. Split |
| 3 | ? | CADD Services | Kelli Lambert | \$ 95.00 | \$ - | \$ 95.00 | \$ 95.00 | |
| 3 | ? | CADD Services | Robert Kugen | \$ 67.50 | \$ - | \$ 67.50 | \$ 67.50 | |
| Subtotal CADD Services: | | | | \$ 12,832.50 | \$ - | \$ 12,832.50 | \$ 6,497.50 | |
| SUBTOTAL PHASE 3: | | | | \$ 76,018.37 | \$ 13,558.75 | \$ 62,459.62 | \$ 30,174.14 | |
| 4 | 1 | Project Management | April Whittaker | \$ 10,660.00 | \$ 9,520.00 | \$ 1,140.00 | \$ 1,140.00 | |
| 4 | 1 | Project Management | Shannon Thompson | \$ 1,377.50 | \$ - | \$ 1,377.50 | \$ 1,377.50 | |
| Subtotal Project Management: | | | | \$ 12,037.50 | \$ 9,520.00 | \$ 2,517.50 | \$ 2,517.50 | |
| 4 | 4 | Estuary Design | Bob Murray | \$ 180.00 | \$ - | \$ 180.00 | \$ - | Included in original scope of work. |
| 4 | 4 | Estuary Design | Brian Bunker | \$ 3,780.00 | \$ - | \$ 3,780.00 | \$ - | Included in original scope of work. |
| 4 | 4 | Estuary Design | Linda Edwards | \$ 60.00 | \$ - | \$ 60.00 | \$ 60.00 | |
| 4 | 4 | Estuary Design | Expenses | \$ 250.38 | \$ - | \$ 250.38 | \$ 250.38 | |
| Subtotal Estuary Design: | | | | \$ 4,270.38 | \$ - | \$ 4,270.38 | \$ 310.38 | |
| SUBTOTAL PHASE 4: | | | | \$ 16,307.88 | \$ 9,520.00 | \$ 6,787.88 | \$ 2,827.88 | |
| ? | ? | Specific tasks not identified - assumed allocations shown above based on staff/expenses identified - this line represents amounts claimed by staff not specifically listed in the overrun phase and task \$ | | \$ 10,424.76 | \$ 10,424.76 | \$ - | \$ - | Other project effort write-off amounts claimed in PMX 11-30-12 letter not specifically tied to tasks listed above. |
| TOTAL PHASES 3 and 4: | | | | \$ 102,751.01 | \$ 33,503.51 | \$ 69,247.50 | \$ 33,002.02 | |

* Per original contract consultant contract scope of work

Parametrix

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

4660 KITSAP WAY, SUITE A
BREMERTON, WA 98312-2357
T. 360.377.0014 F. 360.479.5961
www.parametrix.com

November 30, 2012
PMX No. 267-2750-024

Mr. Steve Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Donkey Creek Restoration and Roadway Improvements
Request for Payment - Design Phase Services Rendered

Dear Mr. Misiurak:

The Donkey Creek Restoration and Roadway Improvements project (DCRRI) is without question one of the most amazing, important, complicated, meaningful projects that we have had the pleasure to support and serve in many years. Your leadership, the talent within your team and the strength and courage demonstrated by your City Council – are the primary reasons why the project is to date, a tremendous success. We have often lamented that the geographical size of the project does not fairly reflect the complexity of the project.

We are proud to have been a part of this success and grateful for the opportunity to be in service to you and the City of Gig Harbor. It began with a Visioning Process and graphic images that reflected multiple options of project designs, descriptions and approaches. It culminated with a comprehensive final design to be proud of – a design that open market bid 17% under the engineer's estimate and City provisions for funding.

In concert with the City and your staff, we worked diligently and in good faith problem-solving all obstacles that came our collective way, no matter what they were or when they were needed. All project/permitting issues, City requested changes in design and unforeseen conditions that arose needed to be responded to timely and effectively, in order to get the project approved, to market on schedule and bid at/under the engineer's budget estimate. We were successful. It took more than we had budgeted.

We completed and submitted a comprehensive set of design documents and spent \$106,458 more than our budget to do so. We audited our work and made the decision, to write off \$33,503.51 of the overall cost overrun. We did so to ensure for ourselves that we removed any possible areas of service that could have been provided more efficiently.

*Thank you for the
professional submissions
and the difference in*

Mr. Steve Misiurak
November 30, 2012
Page 2



Our original budget amount through bidding services was \$842,837.92 (from June 2011 through bidding services in October 2012). We have invoiced to date \$840,032.07 with a remaining balance of \$2,805.85 for landscape architecture services. We are awaiting their invoices at this time.

The total net overage requested for services rendered by Parametrix and received by the City of Gig Harbor for the DCRRI project thru bidding is \$69,247.50. The purpose of this document is to request payment for the additional services needed to complete our work on behalf of the City of Gig Harbor.

The \$33,503.51 reduction is broken down as described in the attached report.

The balance remaining and the amount requested in this document for reimbursement is \$69,247.50. This total may be broken down by Phase/Task as follows:

| All Tasks | Original Budget | Budget Overrun |
|--|-----------------|----------------------|
| Phase 03 – Final Design & Bidding | | |
| 1300 - Project Management/Permitting | \$40,700.72 | (\$9,857.62) |
| 1301 - Estuary Design | \$4,350.00 | (\$4,318.75) |
| 1302 – Bridge Design | \$7,200.00 | (\$8,360.89) |
| 1303 – Road/Lighting | \$13,370.00 | (\$27,089.86) |
| 1304 – CADD | \$11,300.00 | (\$12,832.50) |
| Phase 04 – Bidding Services | | |
| 01 – Project Management | \$26,905.00 | (\$2,517.50) |
| 02 – Engineering Support | \$23,866.59 | (\$4,270.38) |
| TOTAL | | (\$69,247.50) |

For purposes of overall effort understanding and review, this total may be summarized by function/discipline as follows:

| | |
|----------|---------------------------------------|
| \$13,269 | Permitting Coordination |
| \$4,319 | Estuary Design Services |
| \$8,361 | Bridge Design Services |
| \$27,075 | Transportation/Lighting Design |
| \$16,224 | Computer Aided Design Drafting (CADD) |
| \$69,248 | TOTAL |

The costs listed above by function/discipline are the result of work done by Parametrix and received by the City of Gig Harbor, in response to circumstances and conditions unique to each of the categories listed. Please find below in bullet format the primary areas of justification regarding City requested changes/additional scope of work, permitting agency required changes/additional scope of work and/or unforeseen conditions that drove additional design and coordination effort by Parametrix for each.

Permitting Coordination
\$13,269

- Revisions and resubmittal and coordination of the Corps of Engineers Nationwide Permits – specifically the Section 401 Water Quality Certifications.

Mr. Steve Misiurak
November 30, 2012
Page 3



Parametrix

- Performance of the ESA consultation due to Corps of Engineers change in policy regarding lead agency status from HUD to the City of Gig Harbor.
- Late in the permitting process lead agency status change from the City of Gig Harbor back to HUD because of procedural changes to HUD's NEPA process.
- Eastern and Western Washington Tribal coordination.
- Additional information required by permitting agencies related to added and changed floodplain and wetlands processes.
- Extensive meetings with the City and permitting agencies to ensure compliance with on-going changes in requirements and sequencing of permit submittals, processing and approvals

Estuary Design Services

\$4,319:

- Multiple City of Gig Harbor Building Department required changes for ADA path and handrail design.
- Verification of quantities and bid schedule.
- Extensive adjustments and revisions to the drawings due to City of Gig Harbor requested changes.
- Coordinating and compiling multiple final cost estimates.

Bridge Design Services

\$8,361

- City requested addition of the Flex Tend couplers on all utilities at both bridge/road abutments.
- City Building Department required change of the mesh infill panels.
- Multiple bridge and fence design interface changes by the City.

Transportation/Lighting Design

\$27,075

- City Building Department required changes from metal handrail to wood guardrail and gap under guardrail on the bridge – affecting the bridge and the estuary.
- City approval conditions of the Perrow property regarding ADA stall, parking configuration and a temporary construction easement.
- Remy property coordination in conjunction with unknown water and sewer service leads.
- City driven changes at the 90% review regarding the paving of North Harborview Drive, the joint pathway and removal, replacement and/or overlay of the roadway and the sidewalk.
- Lighting service amperage change and resultant coordination
- Revisions to the survey base map depicting the location of abandoned existing utilities requested beyond the 90% review.
- Revisions requesting the utilization of the existing storm sewer on North Harborview Drive after it had been accepted to abandon/replace.
- Private utility coordination for early construction of the utilities.

Computer Aided Design Drafting (CADD)

\$16,224

- All of the above changes required CADD effort to continuously amend the design documents.

SENT VIA EMAIL

Mr. Steve Misiurak
November 30, 2012
Page 4



Parametrix

It was, pound for pound, a very challenging project comprised of all the complications that result from in-water work, cultural resources impacts, adjacent work impacts to local businesses, dense/complex traffic conditions, protecting/relocating essential utilities underground and all the permitting needed to allow all of the above to occur simultaneously – USFWS, NMFS, SHPO to name a few.

The quantity of permits required, the critical path sequencing of permits and finally, permitting agency changes late in the design process were extensive and impactful. City requested design changes and unforeseen conditions merely added to the complexity. The result was a success – design documentation that was on schedule, comprehensive and bid under budget.

Thank you in advance for your consideration of this request. Please contact me at 253.278.8105 should you have any questions or desire additional clarification.

Kindest regards,



Parametrix

inspired people . inspired solutions . making a difference

Jim Dugan
Owners Representative Services
Group Manager
711 Pacific Avenue, Tacoma, WA 98409
M: 253.278.8105
jdugan@parametrix.com

Donkey Creek 267-2750-024

Phase 03

1300 - Project Management/Permitting

| | |
|------------------|------------|
| James Glassley | \$137.50 |
| Shannon Thompson | \$471.25 |
| Kelli Lambert | \$1,282.50 |
| Gary Maynard | \$3,870.00 |
| Linda Edwards | \$2,500.00 |
| Expenses | \$1,596.37 |
| | \$9,857.62 |

1301 - Estuary Design Services

| | |
|-----------------|------------|
| Linda Edwards | \$460.00 |
| Steve Rasmussen | \$550.00 |
| Julia Peterson | \$300.00 |
| David Dinkuh | \$3,008.75 |
| | \$4,318.75 |

1302 - Bridge Design Services

| | |
|---------------|------------|
| Robert Kugen | \$472.50 |
| Robert Murray | \$7,830.00 |
| Expenses | \$58.39 |
| | \$8,360.89 |

1303 - Transportation/Lighting Design

| | |
|-----------------|-------------|
| Edgar Schott | \$2,745.27 |
| Edward Soto | \$550.00 |
| David Wilson | \$4,050.00 |
| Brian Bunker | \$4,140.00 |
| Gregory Hannan | \$8,990.00 |
| Oskar Agustsson | \$2,325.00 |
| Nancy Donovan | \$20.00 |
| Dean Zavack | \$2,902.50 |
| John Wright | \$371.25 |
| Denise Peterson | \$650.00 |
| Gary White | \$345.84 |
| | \$27,089.86 |

1304 - CADD Services

| | |
|----------------|-------------|
| Robert Kugen | \$67.50 |
| Julia Peterson | \$6,400.00 |
| Alvin Valencia | \$6,270.00 |
| Kelli Lambert | \$95.00 |
| | \$12,832.50 |

PHASE 03 TOTAL \$62,459.62

Phase 04

01 - Project Management

| | |
|------------------|------------|
| April Whittaker | \$1,140.00 |
| Shannon Thompson | \$1,377.50 |
| | \$2,517.50 |

02 - Estuary Design Services

| | |
|---------------|------------|
| Linda Edwards | \$60.00 |
| Brian Bunker | \$3,780.00 |
| Bob Murray | \$180.00 |
| Expenses | \$250.38 |
| | \$4,270.38 |

PHASE 04 TOTAL \$6,787.88

PROJECT TOTAL \$69,247.50

Project # 267-2750-024

Donkey Creek Effort that has been written of for Phase 03 & Phase 04

| | Total Hours | |
|---------------------------------|-------------|------------------|
| Total Shari Morgan | 12.75 | 1,211.25 |
| Total Gregory G. Hannan | 6.5 | 942.5 |
| Total Scean Ripley | 1 | 125 |
| Total Julia Peterson | 2 | 200 |
| Total Robert Murray | 6 | 1,080.00 |
| Total Kelli J. Lambert | 8 | 760 |
| Total Melody T. Wray | 5.5 | 385 |
| Total David L. Dinkuhn | 17 | 2,465.00 |
| Total Tammy C. Ruscheinsky | 0.25 | 17.5 |
| Total April D. Whittaker | 119 | 9,520.00 |
| Total Shane L. Brown | 5.25 | 708.75 |
| Total Shannon D. Thompson | 43.25 | 6,271.25 |
| Total James R. Dugan | 26.5 | 4,770.00 |
| Total Victoria L. Soileau | 0.5 | 47.5 |
| Total Christine E. Broome | 1.5 | 112.5 |
| Total Lauretha L. Ruffin | 0.5 | 35 |
| Total Gary R. Maynard | 0.5 | 90 |
| Total Steven D. Arnold | 7 | 770 |
| Total Brian E. Bunker | 8 | 1,440.00 |
| Total Oskar K. Agustsson | 2 | 310 |
| Total Rosa Robinson | 5 | 375 |
| Labor Total | 278 | 31,636.25 |
| | | |
| Expense Total | | 1,867.26 |
| | | |
| Project 2672750024 Total | | 33,503.51 |

Parametrix

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

4660 KITSAP WAY, SUITE A
BREMERTON, WA 98312
T. 360.377.0014 F. 360.479.5961
www.parametrix.com

November 5, 2012
PMX No. 267-2750-024

Mr. Steve Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Donkey Creek Restoration and Roadway Improvements
Request for Payment - Design Phase Services Rendered

Dear Mr. Misiurak:

The Donkey Creek Restoration and Roadway Improvements project (DCRRI) is without question one of the most amazing, important, complicated, and meaningful projects that we have had the pleasure to support and serve in many years. Your leadership, the talent within your team, and the strength and courage demonstrated by your City Council are the primary reasons why the project is to date, a tremendous success. We have often lamented that the geographical size of the project does not fairly reflect the complexity of the project.

It was, pound for pound, a very challenging project comprised of all the complications that result from in-water work, cultural resources impacts, adjacent work impacts to local businesses, dense/complex traffic conditions, protecting/relocating essential utilities underground and all the permitting needed to allow all of the above to occur simultaneously – USFWS, NMFS, SHPO to name a few.

Unique to the DCRRI project was not only the quantity of permits required and the complex sequencing of permit applications and approvals needed to receive final approvals for construction, but the need to respond to changes that occurred in agency procedures, which had a direct effect on the permit effort. For example, the Corps of Engineers recently updated their Nationwide Permits. Typically, Section 401 water quality certifications are attached to those permits. However, Washington State had not issued their 401 certifications or coastal zone management documents that go along with the nationwide permits at the time our permit was issued. If the Corps had issued our permit a couple of weeks later then they would have been attached. Thus, we had to resubmit for those applications at a late date.

Typically the Corps will coordinate with USFWS and NMFS for compliance with ESA, but the Corps decided that since HUD had deferred lead agency status to the City that the City would have to complete the ESA consultation. This was a change in Corps policy requiring us to perform the ESA consultation. Also, late in the process, HUD decided to take back the lead agency status from the City because there were procedural changes to HUD's NEPA process, which required additional effort on our part to address. We were asked to contact a number of additional tribes for consultation on the process (some of which were located in eastern Washington) and asked for additional information related to the floodplain and wetland processes. Needless to say, these

unforeseen changes and events required some extensive scrambling to get the approvals in a timely manner so the project could go out to bid and bid on schedule.

We are proud to be a part of this success and grateful for the opportunity to be in service to you and the City of Gig Harbor. It began with your request and our agreement to provide, at no cost, Visioning Process planning, project management and graphic images that reflected multiple options of project descriptions and approaches. It culminated with a comprehensive final design to be proud of – a design that open market bid 17% under the engineer's estimate and City provisions for funding.

The quantity and type of general contractor participation as well as the density of all bids received and the value of the lowest responsive bidder (under the Engineer's estimate by \$528,463), confirmed for us the completeness of the design documents and the added value we forecasted would still be present in the market at the time of bid.

It took ten years to get this project off the ground. One year from now, the project may likely be nearing construction completion.

That said, the challenges described above took their toll on our design phase budget. In the end, we completed and submitted a comprehensive set of design documents and spent \$106,458 more than our budget to do so. We audited our work and made the decision, to write off \$37,195 of the overall cost overrun. We did so to ensure for ourselves that we removed any possible areas of service that could have been provided more efficiently.

The \$37,195 is further broken down as follows:

| | |
|----------------|--------------------------------|
| \$22,710 | Project Management Services |
| \$850 | Permitting Coordination |
| \$9,071 | Transportation Design Services |
| <u>\$4,564</u> | All Other Design Services |
| \$37,195 | TOTAL |

The balance remaining and the amount requested in this document for reimbursement is \$69,263. This total may be further broken down as follows:

| | |
|-----------------|---------------------------------------|
| \$13,269 | Permitting Coordination |
| \$4,319 | Estuary Design Services |
| \$8,361 | Bridge Design Services |
| \$27,090 | Transportation/Lighting Design |
| <u>\$16,224</u> | Computer Aided Design Drafting (CADD) |
| \$69,263 | TOTAL |


In concert with the City and your staff, we worked diligently and in good faith, problem-solving all obstacles that came our collective way, no matter what they were or when they were needed. All project/permitting issues that arose needed to be responded to timely and effectively, in order to get the project approved, to market on schedule and bid at/under the engineer's budget estimate. We were successful. It took more than we had budgeted.

Our original budget amount through bidding services was \$842,837.92 (from June 2011 through bidding services in October 2012). We have invoiced to date \$840,032.07 with a remaining balance of \$2,805.85 for landscape architecture services. We are awaiting their invoices at this time.

The total overage requested for services rendered by Parametrix and received by the City of Gig Harbor for the DCRRI project thru bidding is \$69,263. The purpose of this document is to request payment for the additional services needed to complete our work on behalf of the City of Gig Harbor.

Thank you in advance for your consideration of this request. Please contact me at 253.278.8105 should you have any questions or desire additional clarification.

Kindest regards,



Parametrix

inspired people . inspired solutions . making a difference

Jim Dugan
Owners Representative Services
Group Manager
711 Pacific Avenue, Tacoma, WA 98409
cell: 253.278.8105
jdugan@parametrix.com



Subject: Public Hearing and First Reading of Ordinance - Development Agreement Processing Amendment

Dept. Origin: Planning

Prepared by: Jennifer Kester Acting Planning Director

JK (handwritten initials)

Proposed Council Action: Hold public hearing and review the ordinance

For Agenda of: January 14, 2013

Exhibits: Draft Ordinance with exhibit, Harbor vision statement

Initial & Date

Concurred by Mayor:

CLH 1/9/13

Approved by City Administrator:

R 1/9/13

Approved as to form by City Atty:

email/phone 1/9/13

Approved by Finance Director:

N/A

Approved by Department Head:

JK 1/9/13

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values 0, 0, 0.

INFORMATION / BACKGROUND

Enclosed for your consideration is a proposed text amendment which would allow the use of a development agreement for projects in the "downtown area" to deviate from development standards if the proponent demonstrates consistency with following requirements:

- 1. The project is consistent with the adopted vision for The Harbor; and
2. The project preserves significant historic structures or demonstrates preservation and enhancement of the existing downtown character; and
3. The project will provide public amenities above that required by the existing zoning standards, including but not limited to parks, shoreline access, plazas, pedestrian connections; and
4. The project will result in a superior design solution to what would otherwise be achieved by applying the specific requirements of the Design Manual, GHMC 17.99; and
5. The proposed deviations to zoning development standards are consistent with the health, safety, convenience and general welfare of the residents and property owners within the area.

A map of the "downtown area" and the adopted Harbor vision statement are enclosed.

This proposal is the first text amendment that would implement the recently adopted Harbor Vision. The intent of the amendment is to facilitate development flexibility downtown and enhance the downtown's character through the use of the criteria above.

If this amendment is adopted, proponents of projects requesting a development agreement would use the same process for development agreements in the Planned Community Development land use designations; a process which has been used twice successfully. The application would be reviewed and initiated at the Council level and then the Planning and Building Committee would review the development agreement and provide a recommendation to Council. Council would have the final decision on the development agreement after at least one public hearing. In addition to this process, once project permits are submitted for the project, DRB review would be mandatory and the project would receive a public hearing in front of the Hearing Examiner.

Staff is recommending an effective date of March 4th in order to provide us time to develop application materials and guidance.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19)

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The draft ordinance was reviewed by the Planning and Building Committee on January 7, 2013.

RECOMMENDATION / MOTION

Move to: Hold public hearing and review the ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS, AMENDING SECTION 19.08.020 TO ALLOW THE DEVIATION OF DEVELOPMENT STANDARDS IN THE DEFINED DOWNTOWN AREA THROUGH A DEVELOPMENT AGREEMENT; AMENDING SECTION 19.08.040 OF THE GIG HARBOR MUNICIPAL CODE TO ESTABLISH PROCESSING REQUIREMENTS FOR DEVELOPMENT AGREEMENTS IN THE DOWNTOWN AREA; AMENDING SECTION 19.08.050 OF THE GIG HARBOR MUNICIPAL CODE TO CLARIFY THAT THE TERM OF A DEVELOPMENT AGREEMENT CANNOT EXCEED TWENTY YEARS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, cities may enter into development agreements with developers for the purposes set forth in RCW 36.70B.170; and

WHEREAS, the City of Gig Harbor has an established procedure for the review and approval of development agreements in chapter 19.08 GHMC; and

WHEREAS, the City of Gig Harbor desires to change the procedures for review and approval of development agreements for efficient operation of government; and

WHEREAS, Goal 2.2.4a of the Comprehensive Plan states that the City should “utilize special or extra land use planning techniques such as district overlays or design review guidelines to protect or enhance historical or cultural identities. Special districts may be established for a mixed-use waterfront, a pedestrian- oriented downtown district, a special old-town business district or an historical residential neighborhood in the Millville Area;” and

WHEREAS the City of Gig Harbor desires to allow for the deviation of development standards in the downtown area as defined in Section 1 of this ordinance and mapped on Exhibit A to this ordinance in order to protect and enhance the City’s downtown historical and cultural identity; and

WHEREAS the City of Gig Harbor desires to provide a more streamlined process for the review of development agreements in the downtown area in order to facilitate development flexibility; and

WHEREAS, on December 10, 2012, the City Council passed Resolution 920 adopting a vision statement for The Harbor; and

WHEREAS, The Harbor Vision statement was developed after interviews with over 80 people and two town hall meetings with over 180 people in attendance; and

WHEREAS, the downtown area as defined in Section 1 and shown in Exhibit A to this ordinance was developed based on mapping and comments received during the interviews and town hall meetings held to develop the Harbor Vision; and

WHEREAS, RCW 36.70B.200 requires that the City Council pass an ordinance or resolution if a development agreement is approved after a public hearing; and

WHEREAS, a development agreement associated with a project permit application is not subject to the final decision deadlines in RCW 36.70B.080 and the City's corresponding codes; and

WHEREAS, the City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19); and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on November 7, 2012, pursuant to RCW 36.70A.106, and was granted expedited review on December 12, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on January 14, 2013; and

WHEREAS, on _____, 2013, 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 19.08.020 of the Gig Harbor Municipal Code shall be amended to read as follows.

19.08.020 General provisions of development agreements.

A. Comprehensive Plan. A development agreement shall be consistent with the applicable policies and goals of the city of Gig Harbor comprehensive plan.

B. Development Standards. Except as provided in section C below, Aa development agreement shall be consistent with applicable development regulations; provided, a development agreement may extend the durations

of approval of project permits and allow phasing plans different from those otherwise imposed under the Gig Harbor Municipal Code.

1. Any approved development standards that differ from those in the code shall not require any further rezone, variance from city standards or other city approval apart from development agreement approval. The development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered property in lieu of any conflicting or different standards or requirements elsewhere in the Gig Harbor Municipal Code.

2. Subsequently adopted standards which differ from those of a development agreement adopted by the city shall apply to the covered property only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase after which certain identified standards can be modified.

3. Projects subject to a development agreement are required to obtain approval for all applicable project permits unless otherwise expressly provided for in the approved development agreement.

C. Deviations from Development Standards. Deviations from development standards in addition to those allowed in section B above shall only be allowed as described below.

1. A development agreement related to property in a planned community development land use designation (PCD) may allow further deviations from development standards imposed under the Gig Harbor Municipal Code for the following reasons:

a. To provide flexibility to achieve public benefits; or
b. In order to respond to changing community needs; or
c. To encourage modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable city standards.

2. A development agreement related to property within the downtown area may allow deviations from development standards imposed under the Gig Harbor Municipal Code as provided for in the subsections below.

a. The proponent shall demonstrate consistency with the following requirements:

i. The project is consistent with the adopted vision for The Harbor; and

ii. The project preserves significant historic structures or demonstrates preservation and enhancement of the existing downtown character; and

iii. The project will provide public amenities above that required by the existing zoning standards, including but not limited to parks, shoreline access, plazas, pedestrian connections; and

iv. The project will result in a superior design solution to what would otherwise be achieved by applying the specific requirements of the Design Manual, GHMC 17.99; and

v. The proposed deviations to zoning development standards are consistent with the public health, safety, convenience and general welfare.

b. All land use permits for projects developed utilizing this subsection shall be processed as a Type III permit or higher numbered permit type if applicable. The design review application for a project utilizing this subsection shall be reviewed by the City's Design Review Board for consistency with the general requirements of Chapter 17.99, the Design Manual. The Design Review Board's recommendation on the project shall be forwarded to Hearing Examiner for consideration as part of the underlying project permit.

c. The downtown area is defined as the properties within:

i. The Downtown Business District (DB); and

ii. The Waterfront Commercial (WC) district adjacent to the DB district, and

iii. The Residential and Business District (RB-1) at the intersection of Soundview Drive and Harborview Drive; and

iv. Pierce County Assessor Treasurer Tax Parcel Number 0221081108.

2 3. A development agreement cannot authorize deviations from the uses, minimum and maximum densities, maximum gross floor area, or maximum structure height allowed in the underlying zoning district unless approved by a majority plus one of the whole council after a minimum of two public hearings on the agreement.

4. In no case shall a development agreement authorize deviations from the following development standards:

3a. A development agreement cannot authorize deviations from requirements of GHMC Title 15, Buildings and Construction. Building permit applications shall be subject to the building codes in effect when a complete building permit application is submitted.

4b. A development agreement cannot authorize deviations from requirements of GHMC Title 18, Environment.

c. A development agreement cannot authorize deviations from the requirements of the Gig Harbor Shoreline Master Program.

~~5. Any approved development standards that differ from those in the code shall not require any further rezone, variance from city standards or other city approval apart from development agreement approval. The development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered property in lieu of any conflicting or different standards or requirements elsewhere in the Gig Harbor Municipal Code.~~

~~6. Subsequently adopted standards which differ from those of a development agreement adopted by the city shall apply to the covered property only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase after which certain identified standards can be modified.~~

CD. Contents of a development agreement. As applicable, the development agreement shall specify the following:

1. Project components which define and detail the permitted uses, residential densities, nonresidential densities and intensities or building sizes;
2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
3. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;
4. Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements and other development features;
5. Provisions for affordable housing, if applicable;
6. Parks and common open space preservation;
7. Phasing;
8. A build-out or vesting period for applicable standards; and
9. Any other appropriate development requirement or procedure which is based upon a city policy, rule, regulation or standard.

DE. As provided in RCW 36.70B.170, the development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 2. Section 19.08.040 of the Gig Harbor Municipal Code shall be amended to read as follows.

19.08.040 Processing procedure for development agreements.

A. Legislative Actions. A development agreement associated with a legislative action such as a comprehensive plan amendment or area-wide rezone shall be processed in accordance with the procedures established in this title and subsection, except as provided for in subsection C of this section. The planning commission shall make its recommendation on any development agreement relating to legislative action to the city council. A public hearing shall be held on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

B. Project Permits. A development agreement associated with a project permit application shall be processed in accordance with the procedures established in this title and subsection, except as provided for in subsection C of this section.

1. If the final decision on the underlying project permit application is made by the hearing examiner, then the hearing examiner shall consider both the project permit application and the proposed development agreement together during the public hearing. The hearing examiner shall make a recommendation to the council on the development agreement

and his/her decision on the underlying project permit application shall be held in abeyance until the city council considers the proposed development agreement in a public hearing. If the city council approves the development agreement, the council shall, by resolution or ordinance, authorize the mayor to execute the development agreement on behalf of the city. At this point, the hearing examiner may then issue his/her final decision on the underlying project permit application. Nothing in this section obligates the hearing examiner to forward a recommendation to the city council for further consideration if the hearing examiner denies the underlying project permit application.

2. If the final decision on the underlying project permit application is made by the city administrative staff, then the city staff shall consider both the project permit application and the proposed development agreement together. The city staff shall make a recommendation to the council on the development agreement, and the city staff's decision on the underlying project permit application shall be held in abeyance until the city council considers the proposed development agreement in a public hearing. If the city council approves the development agreement, the council shall, by resolution or ordinance, authorize the mayor to execute the development agreement on behalf of the city. At this point, the city staff may then issue its final decision on the underlying project permit application. Nothing in this section obligates city staff to forward a recommendation to the city council for further consideration if city staff denies the underlying project permit application.

3. If a final decision on an underlying project permit application has been previously made by the hearing examiner or city administrative staff and the application was approved, the city staff shall make a recommendation to the council on the development agreement. A public hearing shall be held on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

C. PCD and Downtown. A development agreement associated with property in a planned community development (PCD) land use designation or downtown area as defined by GHMC 19.08.020(C)(2)(c) shall be processed in accordance with the procedures established in this title and subsection. The council shall consider the proposed development agreement at a regular council meeting and decide if the agreement should be processed further. If a majority of the whole council approves further review of the development agreement, the agreement shall be reviewed as follows:

1. If the development agreement is associated with a legislative action, the planning commission shall make a recommendation to the council on the development agreement. The council shall hold a public hearing on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

2. If the development agreement is associated with a project permit application or not associated with any underlying action, the planning and building committee of the council shall make a recommendation to the council on the development agreement. The council shall hold a public hearing on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

D. Public Notice. All public meetings and public hearings on a development agreement shall be noticed as follows:

1. Not less than 10 days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 300 feet of the property subject to the development agreement and to others who have submitted comments and/or requested notice.

2. Notice of the public hearing shall be posted on the property subject to the development agreement not less than 10 days prior to the hearing date. Notice shall be posted in the manner required by GHMC 19.03.001(A).

3. Notice of the public meeting shall be published in the city's official newspaper not less than 10 days prior to the meeting date.

4. The notice of the public hearing shall contain all items listed in GHMC 19.03.003(A).

5. All costs associated with the public notice shall be borne by the applicant.

Section 3. Section 19.08.050 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.08.050 No deadline for final decision, form of agreement, term, recordation.

A. Development agreements are not "project permit applications" as defined in RCW 36.70B.020. Therefore, there is no deadline for processing a development agreement. If an applicant requests that the city execute a development agreement as part of its approval of a project permit application, the applicant must agree to sign a written waiver of the deadline for issuance of a final decision of the project permit application, so that the development agreement may be processed.

B. No development agreement shall be presented to the decision-making body unless in a form approved by the city attorney. Every development agreement shall be signed by the property owner and all other parties with a substantial beneficial interest in the property that is the subject of the development agreement, prior to any public hearing held for the purpose of authorizing execution of the development agreement.

C. Term.

1. Development agreements may be approved for a maximum period of 20 years.

2. In determining the appropriate term for a development agreement, the council should consider the type, size and location of development and phasing if proposed. ~~The council may consider shorter terms with extensions.~~

3. Extensions. If extensions are authorized in a development agreement, an applicant must request the extension at least 60 days prior to expiration. For development agreements associated with project permit applications, the planning director may grant an extension for up to five years if the applicant can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the development agreement. In no case shall an extension be granted which would allow a development agreement to exceed 20 years.

D. Recordation. A development agreement shall be recorded against the property, in the real property records of the Pierce County assessor's office. During the term of the development agreement, the agreement is binding on the parties and their successors, including the property owners in any area that is annexed to the city.

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

Section 5. Effective Date. This Ordinance shall take effect and be in full force on March 4, 2013.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2013.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Kristin N. Eick

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

EXHIBIT A



The Harbor

Shaped by our maritime heritage, the Harbor is a reflection of our past and the foundation for our future. The Harbor is:

- *A vibrant place where residents, visitors and boaters enjoy a walkable waterfront, picturesque views and the natural environment.*
- *A place that celebrates and perpetuates the character and traditions of a working waterfront and preserves historic neighborhoods.*
- *A place that supports and values local retail shops and services.*
- *A place that provides services for recreational and commercial boating.*

The Harbor is a place where people live, work, play, shop and explore.



January 11, 2013

Honorable Mayor, Chuck Hunter

Members, Gig Harbor City Council

RE: Development Agreement Chapter (GHMC 19.08)

I question relative to requirement 4 because no examples have been provided. Although I believe I understand the concept that is hoped for I do believe it should be explained better as to "result in a superior solution ...Design Manual GHMC 17.99;..."

The remainder of my comments is not specific in regard to this amendment to the Development Chapter (GHMC 19.08 but instead relate to my personal opinion regarding the revitalization of the downtown harbor area. I have expressed these thoughts previously in other forums but thought it would not hurt to once again make them public.

Gig Harbor Historic Waterfront Association (GHHWA) keeps a record of available properties on its website for those interested parties wanting to open a business in the downtown waterfront area. However, the listing they have is rarely updated; the current listing is as of 8/13/12. This site needs to be better managed and can be by coordination with others such as property owners, property managers, real estate agents and managers and the other community organizations in our community. This "working together" concept has been overlooked for many years, I believe, as those entities feel more competition with each other than the benefits of joining forces.

It is my belief that in order to attract new interests in making financial investment in our downtown waterfront/harbor area those interests need assurance that they will not throwing their money away by investing in a dead business market area. Therefore it is vital that there are viable businesses succeeding in or near that location that they are looking at.

More and more properties are becoming vacant in the downtown harbor and the reasons are as diverse as the businesses themselves. A few of the reasons for these businesses closing include the following:

- Rents too high
- Property owners refuse to do any updating or modifications to the property
- Refusal to modify leases in any way, especially in light of the economic climate which continues to struggle
- No business, people don't shop in the area
- No amenities in area
- And on and on and...

I believe that an anchor business example must exist to help attract other businesses. I believe that the Peninsula Shopping Center could be developed quite easily to start the process. The only new business to move into the center since the new owners purchased the center two years ago is 7 Seas Brewing. I

congratulate 7 Seas for making the financial decision to make their move. I believe it is a step in the right direction to helping revitalize the area.

Now what I would see is the remainder of that vacant space in that center be developed and businesses operating successfully in the space.

I would like to offer the business model of Melrose Market at Pike and Pine in Seattle as an example of what can happen when the right people get involved. This project took two adjoining auto warehouses built in 1919/1926 and comprising 25,000 SF. Following redevelopment and historic preservation rehab the property opened in 2010. The market has received national recognition for their success in adapting old space to new use and new economy.

Originally they too envisioned one large tenant but what they found was that it was easier to lease smaller spaces to more tenants. It is a window on business practices from an earlier time and a lively interior market place with small tenant stalls making efficient use of space.

Melrose Market tenants include (but not limited to and all within 25,000 SF):

- Butcher
- Shellfish
- Cheese
- Liquor
- Sandwich Shop
- Florist
- Restaurant
- Bar
- Offices

Some of these businesses are already in Peninsula Shopping Center. But there is also space to renovate and open to other small businesses as well. I believe the remaining space of the Gig Harbor Rexall and the unoccupied space formerly Thriftway/QFC equals close to 25,000SF. Such a revamping of the property would attract not only tourists, whether boaters or others, but also residents from both sides of SR 16 and places further afield.

A project like this is not the City of Gig Harbor's responsibility; however perhaps the owners of Peninsula Shopping Center and their real estate agent/manager could review the idea. They might even like to talk to the developers of Melrose Market and I am enclosing two articles on Melrose Market which give far more information on the project.

Sincerely,

Tomi Kent-Smith
3414 Harborview Drive
Gig Harbor, WA 98332



DAILY JOURNAL OF COMMERCE
Helping Business do Business Since 1893

May 18, 2011

Project of the Month: Melrose Market -- old buildings, new economy

By [CLAIR ENLOW](#)
 Special to the Journal

Melrose Avenue between Pike and Pine streets in Seattle is one of those short stretches that promises to lend distinction to any address along it. They just don't make places like this anymore.

But until recently, it wasn't a place that attracted many people.

That's changing. At Melrose Market, shoppers pass in and out of restored storefronts, and lunchtime crowds fill tables lined up outside. This long triangle of one- and two-story structures was ready for a new life.

The market anchors it all. Spanning the middle of the block at 1531 Melrose Ave., the market is a version of the classic arcade or bazaar — a street-like, sheltered environment lined with vendors mostly unenclosed by walls.

In good weather it is very open, with sliding doors that erase the barrier between Melrose Market and the real street. Tables inside stand next to tables outside.

A sandwich shop called Homegrown does brisk business right across from the Rain Shadow Meats counter, and the expansive, arcade-like space goes back from there, under a long, high, wood dome supported by heavy trusses. Anchoring the trapezoidal plan at the other end, with lots of glass, is the acclaimed restaurant Sitka & Spruce.

Running the length of the market is the original mezzanine. Now supported by columns, it's the home of Butter, a specialty dry-goods store, as well as storage and office areas.

Melrose Market is actually one of two conjoined buildings in the project. Although each has essentially one level above ground, downstairs along Minor Avenue an event space under the market is ready to lease. At the sharply angled corner where Melrose meets Minor, a



Photos courtesy of Graham Baba Architects [\[enlarge\]](#)

The stretch of Melrose between Pike and Pine is a neighborhood hub.

Melrose Market 1515-1531 Melrose Ave., Seattle

Architect:
 Graham Baba Architects
 Jim Graham, principal in charge
 Leann Crist, project architect

Owner:
 Melrose Project LLC
 Liz Dunn and Scott Shapiro

Project type:
 Adaptive re-use of former auto repair shop

Size:
 23,900 square feet

Completion:
 May of 2010

Construction cost:
 \$4 million

Structural engineer:
 MA Wright Structural Engineers

restaurant will open soon, with a lively rooftop garden and seating.

In between the market and the restaurant are two retail spaces: a record store and shellfish vendor. A small bar opens out onto Minor.

The main space at Melrose Market was built when large bays were spanned with old-growth timbers. Therein lies beauty and opportunity.

–It’s built so you can go in and turn cars around,” said Liz Dunn, whose small development firm, Dunn & Hobbes LLC, has made a specialty of mixed-use projects in urban villages.

From cars to bars

And as far back as anyone can remember, it was mostly cars going in and out of the two structures, which served as a repair and rebuild shop for foreign vehicles. The walls had been revised many times over the years since they were built between 1919 and 1926.

It was hard to learn about the structural bones of the building, according to architect Jim Graham, because it was fully occupied with fancy cars and mounting debris right up until construction began.

The shell of Melrose Market is a window on building practices from an earlier time, when new projects might borrow the structural support of a neighbor. The market space, with its lofty interior, spans the space between the outer walls of two even older buildings. It seems urban infill that favorite term for urban designers and planners has been around for a long time.

When stripping buildings like these down to the essentials, surprises are the rule, not the exception. –You have to stand close to the net during construction,” said Graham.

And the seismic upgrade, done with the help of structural engineer Mike Wright, was especially challenging not just because of multiple storefronts, but because of the layers of construction that accrued over time, according to Graham. –It’s not one building it’s six buildings.”

Dunn approaches development with an eye to urban ecology, looking for ways to enhance neighborhood habitat without losing what makes it special.

It began with the Piston & Ring building and her 12th Avenue Market, which preserved a former auto shop building while bringing light into a lower level and exploiting the high ceilings with a mezzanine level. The celebrated project brings new life to the center of the block with a very open back, dining deck and adjoining mews or walkway.

As consulting director for the Preservation Green Lab, an arm of the National Trust for Historic Preservation, Dunn is an advocate for restoring and reusing buildings

Mike Wright

Electrical engineer:
Design/build by Greenwood Phinney Electrical

Mechanical engineer:
Design/build by Universal Mechanical

General contractor:
MRJ Constructors

Jury comments:

What was previously an auto-oriented building is now a vibrant contributor to the pedestrian life of Capitol Hill. An excellent example of adaptive re-use, the project transforms the existing building while amplifying its underlying character. It s altered just enough and not too much.”



[\[enlarge\]](#)

The lunch crowd takes over the sidewalk in front of Melrose Market. Modest storefronts have been revived with windows and signage.

that might not go on anybody's historic register. Melrose Market and its companion triangle building just seem to belong in the neighborhood.

–These are two fabulously typical buildings,” said Dunn.

There's no cookie-cutter design for reusing them, but there is an evolving formula for successful recycling of this building type. After the interior is stripped down to the structural shell, the basic priorities line up predictably: retrofit for seismic safety, restore storefronts and –add beautiful glazing,” she said.

Working out the new plan is all about circulation, stairs and entries, according to Graham. Stairs are not just vertical circulation. They are also light wells, bringing daylight into spaces under the main floor. These are the decisions that must be made before the ones about infrastructure such as water, gas and electric.

Retrofitting the buildings for lease to a number of tenants in a shaky economy took a lot of flexibility in the physical space, but also in the developer, the design team and even the tenants themselves.

Big demand for small spaces

As the design evolved, the development team was forced to think in terms of smaller footprints for retail tenants. Some of the vendors in Melrose Market occupy less than 300 square feet on the open floor, or tucked into the open mezzanine level.



[\[enlarge\]](#)

Melrose Market evokes an arcade or bazaar, with a sheltered interior street lined by vendors.

–You start out with fairly big spaces,” said Dunn, then –you try to maintain a large amount of flexibility at the same time that you know you need smaller spaces.“

Somehow, it all worked, even in the spring of 2010.

–It opened fully leased into the worst market,” said Graham.

There was virtually no financing available, and larger national chains were shrinking. But the way it worked out is not so surprising, after all.

–It was these small local businesses that were getting funds from friends and family, and small local banks that were willing to lend to them,” said Dunn.

Policies and the land use code increasingly support density. But in places like Pike-Pine, density needs to be done in a surgical way, according to Dunn.

–There is no cookie-cutter solution,” she said. –You have to engage with the building and its circumstances.“

That is not so well supported in the code, which in combination with real estate investor pro formas favors all new, supersized development with prescriptive modulation and design features.

While retrofitting like Dunn did typically costs more per square foot than building a new structure to allowable height, (more than double the existing height in the case of Melrose Market), the advantages accrue to the neighborhood as a whole. –From an economic development perspective, the bang for the buck is huge,” said Dunn.

Incentives such as opportunities to sell development rights and financing



Graham

programs that do not penalize smaller, older retrofit projects would encourage more Melrose Markets.

–Old neighborhoods are where the action is in the new economy: small creative firms, local craft, local food,” said Dunn.

The same might be said for small, creative developers.

The Project of the Month is sponsored by the Daily Journal of Commerce and the Seattle chapter of the American Institute of Architects. The Project of the Month for June was selected with the assistance of architect Rick Mohler, developer James Mueller, and artist Nori Sato. For information about submitting projects, contact Stephanie Pure at AIA Seattle at (206) 448-4938, or stephaniep@aiaSeattle.org.

Clair Enlow can be reached at (206) 725-7110 or by e-mail at clair@clairenlow.com.

Previous columns:

- [Project of the Month: An ecosystem for startups grows in Georgetown, 04-13-2011](#)
- [Project of the Month: 'Meanings not lost' in Magnolia, 03-16-2011](#)
- [Project of the Month: Pike-Pine sports a new machine for living, 02-09-2011](#)
- [Project of the Month: Rainier Vista gets some tween infrastructure, 01-05-2011](#)
- [Project of the Month: Puyallup city hall sets a new, green example, 12-01-2010](#)
- [Project of the Month: A new kind of building for a new kind of school, 10-13-2010](#)
- [Project of the Month: Trying something new and old in a single-family neighborhood, 09-15-2010](#)
- [Project of the Month: Putting 'green' and parking under one roof, 08-25-2010](#)

Copyright 2011 Seattle Daily Journal of Commerce



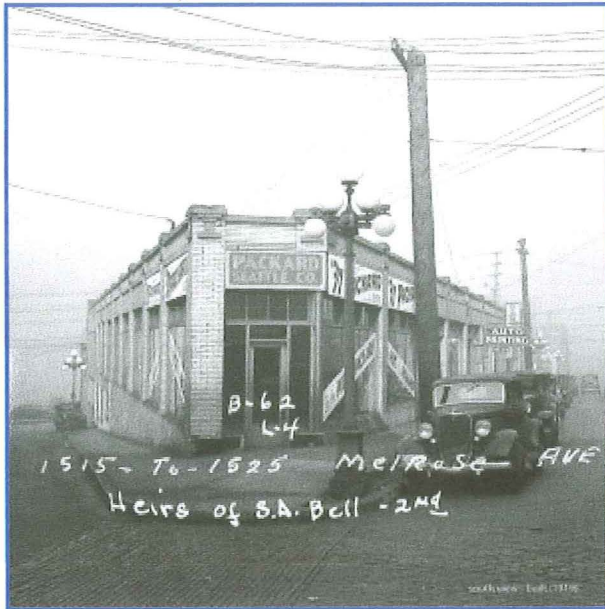
- [Home](#)
- [About](#)
- [Free Retail Repositioning e-book](#)
- [Redevelopment Submission Form](#)

- [Featured Articles](#)
- [Green/LEED](#)
- [Mixed Use](#)
- [Public/Private Partnership](#)
- [Retail Redevelopment](#)
- [Retail Repositioning](#)
- [RetailRemix Info](#)
- [Urban Development](#)



Melrose Market Adaptive Reuse is a Perfect Fit

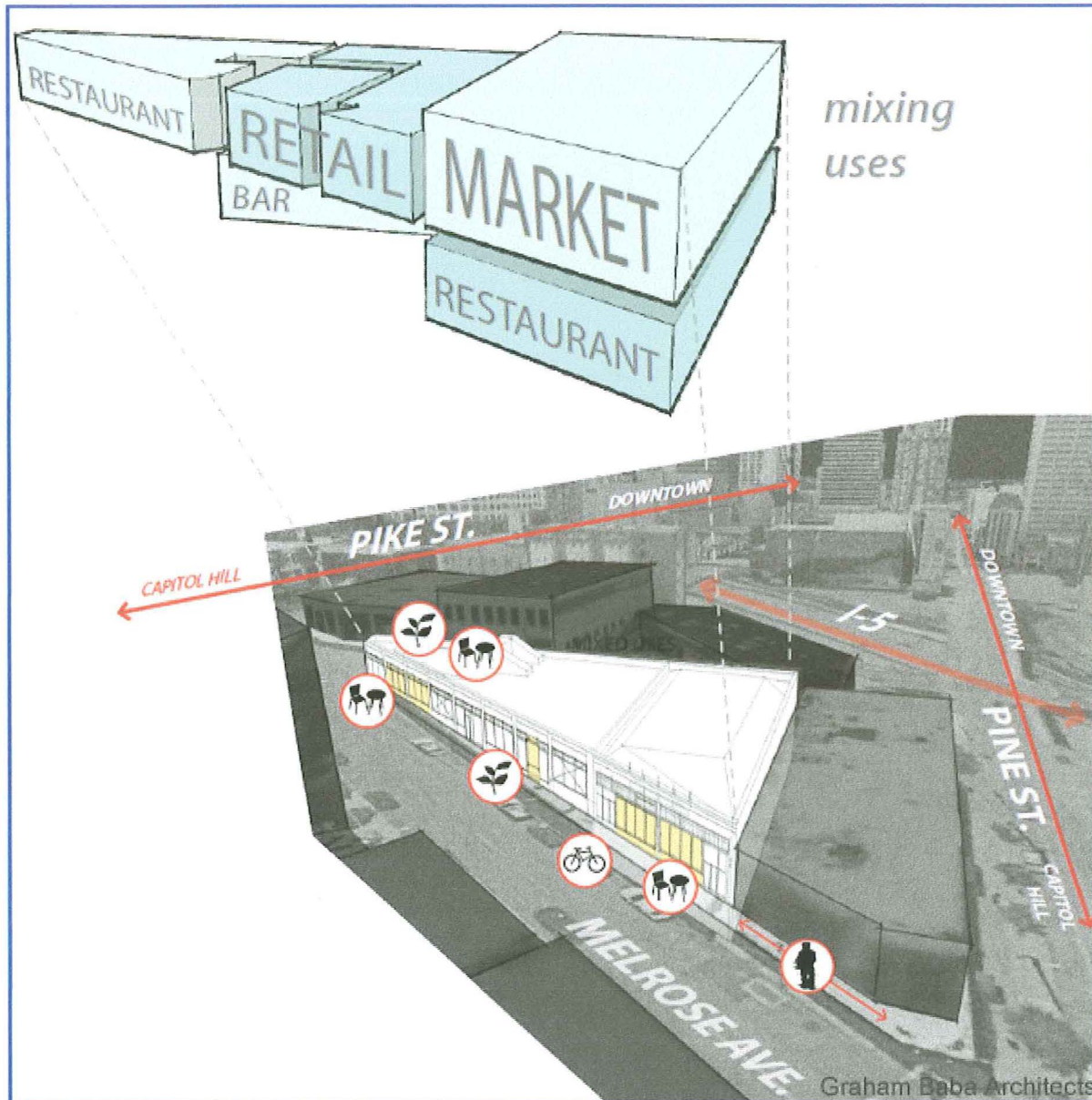
Posted by Seth Parker in [Featured Articles](#), [Retail Redevelopment](#) on February 22nd, 2011 | [2 responses](#)

SEATTLE, WA – CAPITOL HILL – Melrose Market

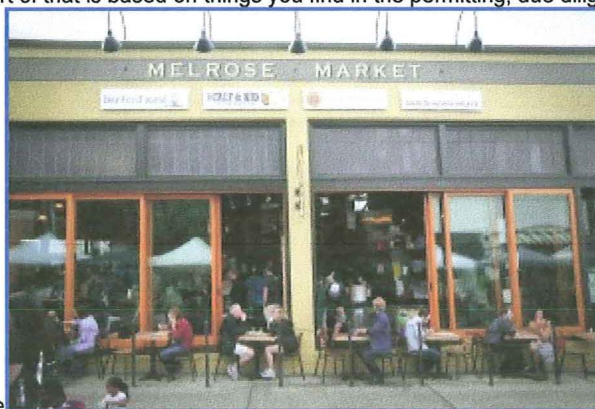
Already a Mecca for the 'Food-Savvy', Seattle has no shortage of world-class restaurants, markets and micro-destinations for some of the best locally based, sustainable fare in the nation. With the recent opening of Melrose Market the city has yet another venue designed to serve and attract local residents and tourists alike.

The brainchild of developers Scott Shapiro of Eagle Rock Ventures and Liz Dunn of Dunn & Hobbes, Melrose Market opened in January 2010 and instantly made waves. The original buildings, two automotive warehouses, were built in 1919 and 1926 respectively. The existing structures featured concrete columns, huge old-growth Douglas Fir beams, exposed 2x6 on end for ceilings, concrete floors and red brick walls. "They looked great and were built solid," said Shapiro. Both levels provided excellent ceiling heights and lots of light all featured in an interesting triangular shaped space. The 21,000 square foot project was acquired for \$3,000,000 in 2005 and completed at a total development cost of approximately \$7,500,000.

Adapting to Reuse



The redevelopment plan posed challenges on both the architectural and leasing fronts. "All developments are an iterative process but particularly historic rehabs," said Shapiro. "Part of that is based on things you find in the permitting, due diligence, and pre-



development process. Whenever you renovate an existing building, you find things you didn't expect – rotten wood, building built different than shown on original plans, etc. The biggest balance is trying to update the buildings to meet today's code (energy, ADA, seismic, fire/life safety, etc.) yet still retain the original character of the building such as the exposed walls and ceilings, original single-pane windows, etc."

Graham Baba Architects was assigned the task of converting this classic auto row structure in the densely populated Capitol Hill neighborhood into a modern, urban market. GBA described the ultimate goals of the project as: "historic preservation; utilization of

sustainable, repurposed materials; returning transparency of original building to bring in natural light as well as engage and interact with the streetscape and pedestrian traffic.”



To accomplish this, the auto row style of the original buildings was embraced and reinforced by maintaining the building’s exterior design while combining exposed brick, wood, and steel for the interior. Materials recycled from both original and off-site structures were employed. The largest space in the project was converted to a lively interior market place – small tenant stalls were designed to make efficient use of the space. Original transparency was recreated via large exterior windows to bring in light and activate the streetscape from within and without. Pedestrians are engaged by the design of the building’s interior corridor so as to move them through market as a natural continuation of exterior sidewalk flow. To enliven the streetscape, planters march along the facade adding greenery to the formerly tough industrial sidewalk. Working with a bike-friendly city program, a large on-street bike rack encourages alternative transportation methods. Sidewalk cafes provide additional seating for the market and restaurants while increasing the local neighborhood on-street activity.

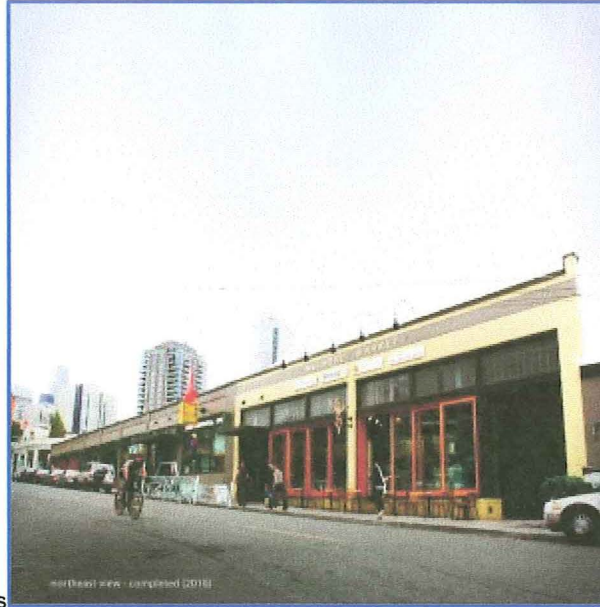
Market-Driven Creativity



“Other considerations were based on meeting the needs of our future tenants,” Shapiro continued. “For the heart of what is now Melrose Market, we originally thought we’d try to get one big tenant but there were few tenants that could put a concept into that large of a space and afford it. It became much easier to lease smaller spaces as there are more tenants that are interested in and can pay for that.” With that concept in mind Shapiro and Dunn approached potential tenants with whom they were not only familiar but also patronized as customers themselves.

The result is an amazing mix of local food purveyors including Sitka & Spruce, one of Seattle's most well know restaurants and the home of well known chef Matt Dillon, which moved here from its previous location; Rain Shadow Meats, the sustainable butchery operated by Russ Flint, famous for his artisanal sausages made on premises; Calf & Kid, an artisanal cheese shop featuring some of the best local goat cheeses; Marigold & Mint, an organic fresh flower shop; and Still Liquor, a bar located in the basement with a decidedly 'speak-easy' atmosphere. As reported in the Seattle Times, "the buzz around Melrose Market is pretty impressive. It seemed to have started spring of last year and just kept going on and on. Foodies and bloggers can't stop talking about it."

A Place to Call Their Own

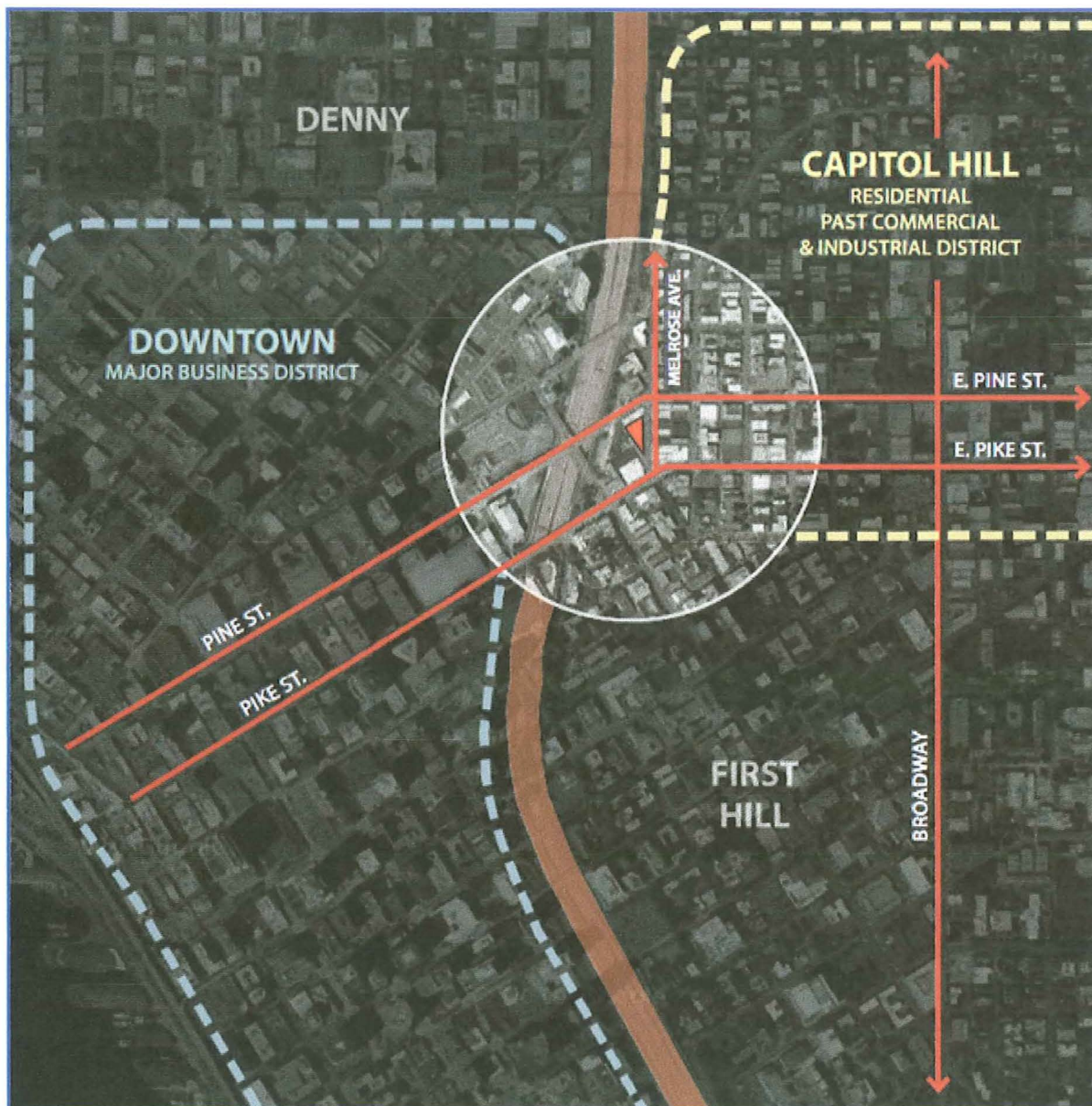


Shapiro and Dunn saw a unique opportunity with this property. Both had experience developing similar properties in the now trendy 12th Street area and recognized that while Pikes Place Market gets all the press and the kudos from out-of-towners for its produce stands and food stores, the crowds and limited parking options generally keep residents away.

Home cooks and tourists alike now head to Rain Shadow Meats whether for a prepared Poulet or one to bring home to cook themselves. "To have a butcher in the neighborhood that you can trust is phenomenal," said Joanna Funke, a Seattle architect, who had bought steaks there on a recent afternoon. "We've really enjoyed the sausages here because we know what's going into them. My husband is German, so he's very particular about sausages."

Shapiro and Dunn are more than pleased with the success of the project. "Since there was little development going on in Seattle or in the U.S. in general – and our project was much more interesting than most – we received a lot of great press, both local and national," said Shapiro. "This great press helped us to succeed. As we don't receive percentage rents, we don't see our tenants' sales. But, almost without exception, every time I see one of our tenants they seem happy and our project is full with people so those are good signs."

Both Seattle in general and the neighborhood in particular have shown an overwhelmingly favorable response. Residents and vendors are excited for the project and what it has done to further improve their corner of the world.



Images are expandable. Click on the image to view larger. Additional images can be viewed in [RR's Facebook Gallery](#).

Eagle Rock Ventures LLC (ERV) (www.eaglerockventures.com) is a real estate investment and development firm that focuses on value-added opportunities in the western United States and particularly the Puget Sound region. Founded in 2000 and based in Seattle, ERV makes strategic investments in assets where our expertise and relationships will generate superior returns for our investors.

Dunn & Hobbes LLC (www.dunnandhobbes.com) believes that high-density low-rise mixed-use neighborhoods, otherwise known as "urban villages", are the heart and soul of great cities. Our company was founded in 1997 with the goal of furthering this concept in Seattle, with particular focus to date on the Pike-Pine neighborhood.

Graham Baba Architects (GBA) (www.grahambaba.com) specializes in complicated, budget-driven projects and has combined experience of over a hundred years! GBA often works on adaptive re-use projects that celebrate the life and texture of the existing building while repurposing the space for our clients needs today.

All photos courtesy of Graham Baba Architects.

Like 7 people like this. Be the first of your friends.



Kester, Jennifer

From: Mark Hoppen [hoppenm@gmail.com]
Sent: Thursday, January 03, 2013 1:58 PM
To: Kester, Jennifer
Subject: Re: Downtown Zone Changes

Follow Up Flag: Follow up
Flag Status: Flagged

Be sure you send all of it, including the PS part :)

Also, as a resident, I very much want the downtown to evolve; I just think process is at least as significant as envisioned outcomes.

On Thu, Jan 3, 2013 at 12:49 PM, Kester, Jennifer <KesterJ@cityofgigharbor.net> wrote:

Mark,

I'll make sure your comments get the Council.

Jennifer

Jennifer Kester, Acting Planning Director

Planning Department

City of Gig Harbor

3510 Grandview Street

Gig Harbor, WA 98335

Phone: [253.853.7631](tel:253.853.7631)

Fax: [253.858.6408](tel:253.858.6408)

Dedicated to public service through teamwork and respect for our community

From: Mark Hoppen [mailto:hoppenm@gmail.com]
Sent: Thursday, January 03, 2013 12:28 PM

To: Kester, Jennifer
Subject: Re: Downtown Zone Changes

That's what I thought as per process, and I understand that you're still crafting the ordinance. Development agreements are just too backroom and non-transparent for me. For that matter, I don't like density incentives either. Just build a zone that everyone can understand and let the public use it, including density provisions. I have yet to see a negotiation involving density that has resulted in anything but Quadrant housing or the proposal off of Skansie Avenue, and I've looked at everything on the Eastside all the way to Snohomish. This whole vision/development agreement effort seems like a bunch of downtown political shenanigans, although it will probably result in some good stuff. I approve of the general objectives; I just think zoning is better employed when everyone can access the process and the limits are articulated upfront. The proposed approach leads to public confusion and eventual unrest. Franich will be back :)

At least I would request that you endeavor to craft restraints into the ordinance that have some limiting character compared to the criteria spelled out in the public notice. Otherwise, eventually, the litigious folks will have their ministerial due-process day. This proposed change puts the City Council in much the same position that cities were in before they almost all removed quasi-judicial determinations from Planning Commissions.

Mark

ps Congratulations on taking Dolan's place. A worthy promotion :)

On Thu, Jan 3, 2013 at 11:58 AM, Kester, Jennifer <KesterJ@cityofgigharbor.net> wrote:

Mark,

The amendments to authorize development agreements downtown will take the form on an ordinance. I have attached the language of the amendment – the ordinance is still being developed. If a development agreement is proposed using this ordinance, the development agreement will be approved by resolution and then it will be recorded against the property.

Jennifer

Jennifer Kester, Acting Planning Director

Planning Department

City of Gig Harbor

3510 Grandview Street

Gig Harbor, WA 98335

Phone: [253.853.7631](tel:253.853.7631)

Fax: [253.858.6408](tel:253.858.6408)

Dedicated to public service through teamwork and respect for our community

All e-mail correspondence to and from this address is subject to the Washington State Public Records Act, which may result in monitoring and archiving, as well as disclosure to third parties upon request.

From: Mark Hoppen [<mailto:hoppenm@gmail.com>]

Sent: Thursday, January 03, 2013 11:53 AM

To: Kester, Jennifer
Subject: Re: Downtown Zone Changes

I just received a notice for city public hearing with criteria attached to authorize development agreements in the downtown. I was curious what form the authorization would take...i.e. has an ordinance been crafted for this purpose? This proposal is one logical follow-up to the recent downtown vision statement.

Mark

On Thu, Jan 3, 2013 at 11:41 AM, Kester, Jennifer <KesterJ@cityofgigharbor.net> wrote:

Mark,

I'm not exactly sure what you are describing? Which ordinance are you referencing?

Jennifer

Jennifer Kester, Acting Planning Director
Planning Department
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone: [253.853.7631](tel:253.853.7631)
Fax: [253.858.6408](tel:253.858.6408)

Dedicated to public service through teamwork and respect for our community

All e-mail correspondence to and from this address is subject to the Washington State Public Records Act, which may result in monitoring and archiving, as well as disclosure to third parties upon request.

-----Original Message-----

From: Mark Hoppen [<mailto:hoppenm@gmail.com>]
Sent: Thursday, January 03, 2013 11:36 AM
To: Kester, Jennifer
Subject: Downtown Zone Changes

Are the changes in ordinance exactly the same as the changes on the public hearing notice?

Mark Hoppen
8133 Shirley Avenue
Gig Harbor, WA. 98332
[253.279-2415](tel:253.279.2415)

--

Mark Hoppen

8133 Shirley Avenue
Gig Harbor, WA 98332
Cell 253 279-2415

hoppenm@gmail.com

--

Mark Hoppen

8133 Shirley Avenue
Gig Harbor, WA 98332
Cell 253 279-2415

hoppenm@gmail.com

--

Mark Hoppen

8133 Shirley Avenue
Gig Harbor, WA 98332
Cell 253 279-2415

hoppenm@gmail.com



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance relating to business licensing, amending Chapter 5.01, repealing Chapter 5.16 Temporary Business Licenses, and adding a new Chapter 5.21 for Peddlers.

Dept. Origin: Administration
Prepared by: Molly Towslee, City Clerk *mt*
For Agenda of: January 14, 2013

Proposed Council Action:

Consider the Ordinance and move forward for adoption at second reading.

Exhibits: Draft Ordinance
 Initial & Date

Concurred by Mayor: *SLA 1/10/13*
Approved by City Administrator: *R 1/10/13*
Approved as to form by City Atty: by e-mail 1/10
Approved by Finance Director: *[Signature]*
Approved by Department Head: _____

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

INFORMATION / BACKGROUND

Chapter 5.16 of the Municipal Code regulating Temporary Business Licensing was adopted in 1982 and defines "Temporary" as operating less than 30 days in a calendar year at a non-fixed or nonpermanent location. The license fee was set at \$20 per day or \$400 per year with a bond of \$500.00 to be approved by the city attorney. If more than one person is working for a firm or corporation, each person must be licensed separately.

Subcontractors and other transient businesses find the temporary business license regulations extremely prohibitive and in many cases, they will tell us they will be in town more than 30 days in order to qualify for a yearly license of \$30.00. The 30-day requirement is extremely difficult to enforce.

Many years ago we were told by the city attorney that the \$500 bond requirement wasn't legal and so this has not been enforced. The 30 days requirement is difficult to administer and inadequately reflects current conditions.

In order to update the code the following is an overview of the recommended changes:

- Add to the exemptions list in the regular business license chapter;
- Repeal the Temporary Business License chapter; and
- Adopt a new chapter to address Peddlers licensing.

FISCAL CONSIDERATION

We have rarely received the \$20 per day temporary business license fee. Because of the prohibitive cost people choose to ignore the fee, tell us they are in town more than 30 days in

order to just pay the \$30 fee through the state, or they will tell us they will stay outside limits. The elimination of the temporary business license will make it easier for service providers and contractors will obtain a license. Adopting a peddler licensing procedure will ensure that more transient sales are licensed, their hours regulated, and a cursory background check performed.

BOARD OR COMMITTEE RECOMMENDATION

Considered by the Finance and Safety Committee on December 17, 2012. They recommended forwarding this to the full council for consideration.

RECOMMENDATION / MOTION

Move to: Adopt the Ordinance at second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUSINESS LICENSING, TEMPORARY BUSINESSES, AND PEDDLERS; AMENDING GHMC CHAPTER 5.01 OF THE MUNICIPAL CODE RELATING TO BUSINESS LICENSING AND EXEMPTIONS; REPEALING GHMC CHAPTER 5.16 TEMPORARY BUSINESSES; AND ADDING A NEW CHAPTER 5.21 PEDDLERS ESTABLISHING THE PROCESS FOR LICENSING APPLICATION, REVIEW, APPROVAL AND APPEALS, SETTING FEES, DEFINING VIOLATIONS AND PROVIDING PENALTIES FOR SUCH PEDDLERS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor desires to better develop its guidelines for the regulation and licensing of business and occupations; and

WHEREAS, it is necessary to establish and clarify these guidelines for the purpose of insuring consistency, adherence to municipal regulations, and efficiency; and

WHEREAS, the City Council desires to update the definition of "businesses" requiring business licenses within the City and desires to add exemptions to clarify those businesses not required to obtain a business license; and

WHEREAS, the City Council desires to eliminate GHMC Chapter 5.16 relating to Temporary Business in order to consolidate these types of uses under a peddlers licensing chapter for administrative efficiency; and

WHEREAS, the City Council desires to create a new Chapter 5.21 GHMC relating to licensing of peddlers who go from place to place, or house to house, selling goods, wares, merchandise, or services; and

NOW, THEREFORE,

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

Section 1. Chapter 5.01.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

5.01.010 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein.

- A. "Business" includes all activities, occupations, pursuits, service providers, or professions located and/or engaged in within the city with the object of gain, benefit or advantage to the licensee or to another person or class, directly or indirectly, whether part-time or full-time. Each business location shall be deemed a separate business. Utility companies are defined as businesses.

Section 2. Chapter 5.01.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

5.01.030 Exemptions.

- A. All businesses operated not-for-profit shall be exempt from paying a business license fee upon application and satisfactory proof to the City license officer of said not-for-profit status;
- B. Any special events licensed under another ordinance of the city;
- C. Any instrumentality of the United States, the State of Washington, or political subdivision thereof;
- D. Any farmer or gardener who sells, delivers or peddles any fruit, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured by such person;
- E. Tax-exempt nonprofit organizations recognized by the State of Washington and the United States Government;
- F. Nonprofit organizations, clubs, or corporations maintained for the purpose of organized sports, charity, public school-related activities, or municipal-related activities, including police or fire department reserve organizations;
- G. The peddling or delivery of newspapers;
- H. Representatives from businesses located outside the city limits calling on licensed businesses within the city limits for purposes of wholesale business;
- I. Vendors not otherwise engaged in business in the city who rent a booth or space, or are otherwise a participant, at a city-sanctioned or sponsored event such as the Farmers' Market or Special Events as defined by GHMC 5.25;
- J. Minors doing business or operating a business concern where no other person is employed by the minor, such as babysitting, lawn mowing, car washing, and similar activities;
- K. Casual or isolated sales or services made by persons who are not engaged in the ongoing business of selling the type of property involved. "Casual or isolated" is defined as not more than four such sales made during any tax year. Examples include garage sales, yard sales, rummage sales, bake sales, and occasional parties for the sale or distribution of goods.

Section 3. Chapter 5.01.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

5.01.100 Licenses for businesses located outside City limits. Businesses located outside the city which furnish or perform services within the city limits, and ~~which conduct business during more than thirty (30) calendar days within a calendar year, unless included in the exemptions in 5.01.030,~~ shall hereafter ~~apply and pay for~~ obtain a business license.

Section 4. Gig Harbor Municipal Code Chapter 5.16 Temporary Businesses is hereby repealed in its entirety.

Section 5. A new Chapter 5.21 – Peddlers is hereby adopted, to read as follows:

Chapter 5.21
PEDDLERS

Sections:

- 5.21.010 Peddler Defined.
- 5.21.020 License required – Exceptions.
- 9.66.030 Application – Fee.
- 9.66.040 Restrictions on place and time of peddling.
- 9.66.050 Penalty.

5.21.010 Peddler defined.

“Peddler” for the purpose of this chapter shall be construed to include all persons, both principals and agents, who go from place to place, or house to house, carrying for sale, exposing for sale, or offering for sale, goods, wares, merchandise or services of any type. “Peddle” means to engage in such actions.

5.21.020 License required – Exceptions.

A. It is unlawful for any peddler to peddle any goods, wares, merchandise or services without first obtaining a peddler’s license as provided for in this chapter.

B. Exceptions. No person shall be required to take out a license or pay a fee:

1. For the peddling of local newspapers;
2. For the peddling of fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats, or any farm produce or edibles raised, caught, produced or manufactured by such person;
3. When that person, after having been specifically requested by another to do so, calls upon that other person for the purpose of displaying goods or literature about any article, thing, or product; or
4. When that person is acting in his or her capacity as a member of a charitable, religious or nonprofit organization or corporation which has received tax-exempt status under 26 USC Section 501(c)(3) or other similar civic, charitable, political, or nonprofit organizations.

5.21.030 Application – Fee.

A. Every peddler, other than those exempt under this chapter, whether principal or agent, shall before commencing business in the city make application in writing on a form to be provided by the City of Gig Harbor licensing officer. The application shall include an authorization allowing release of all criminal history record information to the Gig Harbor Police Department.

B. At the time of filing the application, a fee in the amount of \$50.00 shall be paid to the city to cover the costs of investigation and processing the application. The permit is valid for a period of 90 days from the date of issuance.

C. The licensing officer shall refer the application to the police department, who shall make a criminal history background investigation of the applicant. Upon completion, the police department shall forward the results of the investigation to the licensing officer.

D. If, as a result of the investigation, the applicant is not found to have committed any of the acts requiring denial as listed below, the permit center shall issue the license to the applicant. The city shall deny the applicant the license if the applicant has:

1. Committed any act consisting of fraud or misrepresentation;
2. Committed any act which, if committed by a licensee, would be grounds for suspension or revocation of a license;
3. Within the previous 10 years, been convicted of a misdemeanor or felony directly relating to his or her fitness to engage in the occupation of peddler, and including, but not limited to, those misdemeanors and felonies involving moral turpitude, fraud or misrepresentation;
4. Been charged with a misdemeanor or felony of the type defined in subsection (D)(3) of this section, and disposition of that charge is still pending;
5. Been refused a license under the provisions of this chapter; provided, however, that any applicant denied a license under the provisions of this chapter may reapply if and when the reasons for denial no longer exist; and
6. Made any false or misleading statements in the application.

E. All peddlers shall present for inspection upon demand by any city official or potential customer their peddler's license and valid picture identification when selling.

F. The city is authorized to promulgate rules regarding the manner and method of payment, including a prohibition or regulation of payment by check.

G. The peddler's license shall be endorsed with a statement of the type of product or service sold by the licensee. The license is valid only for the product or service specified.

5.21.040 Restrictions on place and time of peddling.

A. No peddler shall engage or attempt to engage in the business of peddling at any home, residence, apartment complex or business that prominently displays a "No Peddlers" or "No Solicitors" sign or "No Trespassing" sign or any other similar sign that communicates the occupants' desire to not be contacted by peddlers.

B. No peddler shall engage in the business of peddling except between the hours of 9:00 a.m. and 8:00 p.m.

C. No peddler shall make any untrue, deceptive, or misleading statements about the

product or services offered for sale.

D. No peddler shall make any untrue, deceptive, or misleading statement regarding the purposes of his/her contact with a potential customer.

5.21.050 Penalty.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor.

5.21.060 Suspension or revocation procedure.

A. In addition to the other penalties provided herein or by law, any peddlers license issued under the provisions of this chapter may be revoked or suspended if the licensee or any of its employees, officers, agents or servants, while acting within the scope of their employment, violates or fails to comply with any of the provisions of this chapter or commits any of the conditions listed in GHMC 5.01.130.B. The city may revoke or suspend any peddlers license issued under the provisions of this chapter by utilizing the procedures set forth in GHMC 5.01.130.

Section 6 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 7 - Effective Date. This ordinance shall take effect and shall be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this ____ day of _____.

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: 01/10/13
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

Each year, Council is to elect a Mayor Pro Tem. I'd like to thank Councilmember Ekberg for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2013 and make a motion to appoint on January 28th.

We also need to appoint representatives for the Lodging Tax Advisory Committee, Pierce County Regional Council, Puget Sound Regional Council, Tacoma Narrows Airport Advisory Commission, Public Transit Improvement Conference, and the West Central Local Integrating Organization (see attached).

The Standing Council Committees have been in effect for five years. Per GHMC 2.51.040, the Mayor may make a recommendation for appointment may be made annually after each council election, or more frequently, but in no event more frequently than annually unless vacancies occur.

Here is a list of the existing committees:

Finance & Safety: Councilmembers Guernsey, Malich, Young
Operations & Public Projects: Councilmembers Ekberg, Payne, Perrow
Planning & Building: Councilmembers Guernsey, Kadzik, Young
Inter-governmental Affairs: Councilmembers Malich, Payne, Perrow
Board/Commission Candidate Rvw: Councilmembers Ekberg, Guernsey, Kadzik

And when they meet:

Finance and Safety: quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;

Operations and Public Projects: Third Thursday of the month at 3:00 p.m.

Planning and Building: Bi-monthly or as needed on the first Monday of the month at 5:15 p.m.

Intergovernmental Affairs: Quarterly as needed on the second Monday of the months on Jan. Apr, Jul and Oct at 4:30 p.m.;

Board and Commission Candidate Review: As needed on the fourth Monday of the month at 4:30 p.m.

Please indicate your choice on the next page, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest. Also, please by initialing if you wish to represent the city on any of the other committees or boards mentioned above.

Please **return the attached and completed form** to the City Clerk by **January 22nd** in order to be included in the January 28th Council Agenda. *Thank you.*

Name: _____

Council Committees

Order of Choice

Finance and Safety

Operations and Public Projects

Planning and Building

Inter-governmental Affairs

Board and Commission Candidate Review

Other Boards and Commissions:

Lodging Tax Advisory Committee

Pierce County Regional Council

Puget Sound Regional Council

Tacoma Narrows Airport Advisory Commission

Public Transit Improvement Conference

West Central Local Integrating Organization

Please **return this completed form** to the City Clerk by **January 22nd** in order to be included in the January 28th Council Agenda. *Thank you.*

Towslee, Molly

From: Katich, Peter
Sent: Thursday, January 10, 2013 12:35 PM
To: Hunter, Chuck
Cc: Towslee, Molly; Kester, Jennifer
Subject: Emailing: West Central Local Integrating Organization background info.pdf
Attachments: Action Agenda-West Puget Sound.pdf; West Central Local Integrating Organization background info.pdf

Mayor Hunter: attached is the background information you requested regarding the possible appointment of one of the City Council members to the Executive Committee of the West Central Integrating Organization (West Central LIO). The LIO is responsible for implementing the Puget Sound Partnerships Action Agenda within the West Sound Action Area which consists of eastern Kitsap County and portions of northwesterly Pierce County for the recovery of salmon populations and the improvement natural system baseline conditions within Puget Sound. The overall area includes portions of Kitsap and Pierce Counties, five cities and a mix of urban and rural landscapes. The city of Gig Harbor is the only city from Pierce County participating with Kitsap County, the city of Bainbridge Island, City of Bremerton, City of Port Orchard, City of Poulsbo, Pierce County, and the Port Gamble S'Klallam and Suquamish Tribes. Attached is the portion of the Puget Sound Partnership Action Agenda that applies to the West Sound Action Area (formerly North Central Action Area) that describes the area and addresses the various action items currently addressed by the Action Agenda.

The Executive Committee will consist of one member from each of the previously listed jurisdictions. The Committee's duties would include the approval of regular updates to the Action Area Chapter as proposed by the LIO Working Group, and approval of the LIO Coordination Team Annual Workplan as proposed by the LIO Working Group. A Chair and Vice Chair would be selected to oversee the deliberations of the Committee. The Committee will strive to have quarterly meetings and will adjust that frequency as desired by its member and to address issues as they arise. A separate LIO "Working Group" comprised of staff from the nine jurisdictions would address issues related salmon recovery, urban stormwater and water quality as directed by the Executive Committee. Funds for the LIO are provided by the Puget Sound Partnership. Jeff Langhelm and I are city staff currently assigned to represent the city on working group. Attached is a "organizational chart" for the LIO and other information previously provided to the city that identifies areas of agreement among the various jurisdictions participating in the effort and other areas that are pending decisions, some of which may have been made as of this date.

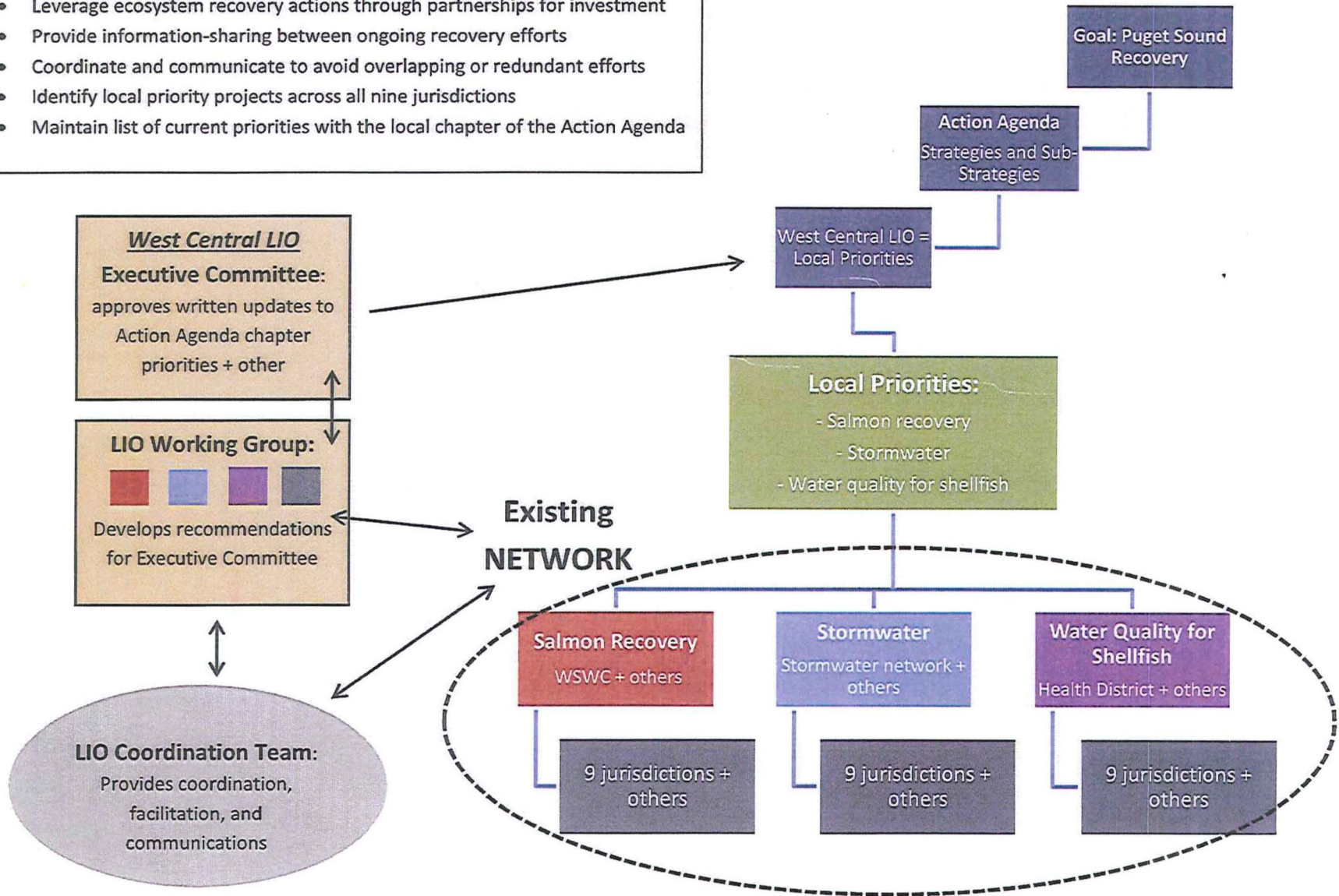
Please let me know if you have any questions. Thank you. Peter

Your message is ready to be sent with the following file or link attachments:

West Central Local Integrating Organization background info.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

- The purpose of the West Central LIO is to:
- Leverage ecosystem recovery actions through partnerships for investment
 - Provide information-sharing between ongoing recovery efforts
 - Coordinate and communicate to avoid overlapping or redundant efforts
 - Identify local priority projects across all nine jurisdictions
 - Maintain list of current priorities with the local chapter of the Action Agenda



West Central Network LIO Executive Committee
Overview of Agreements and Remaining Decisions

Developed by the LIO Coordination Team
(Triangle Associates/Environmental Policy Matters, Inc.)
v.11-19-12

INTRODUCTION:

- Over the last several months the LIO Coordination Team interviewed the elected representatives and staff from all nine of the local and tribal governments within the West Central Action Area.
- This document outlines areas of agreement for all nine governments and remaining decision points regarding the formation of an Executive Committee for the West Central Local Integrating Organization (LIO).
- “Areas of agreement” represent topics that appear to have gained consensus.
- “Decision items” appear to need further discussion with the full group and a decision point prior to being adopted into the Committee’s rules of procedure.
- See the attached chart for the general structure of the LIO Executive Committee in relation to the existing network of on the ground efforts underway.

1. Executive Committee Membership:

Areas of agreement:

- The West Central LIO Executive Committee shall consist of nine members, one appointee from the:

| | | |
|---------------------------|-------------------|-----------------------------|
| City of Bainbridge Island | City of Bremerton | City of Gig Harbor |
| Kitsap County | Pierce County | Port Gamble S’Klallam Tribe |
| City of Port Orchard | City of Poulsbo | Suquamish Tribe |

Decision items:

- Primary Representative from each government shall be:
 - *Electeds only?*
 - *Anybody appointed by their government?*
 - *Electeds but with specific jurisdictions to be identified (i.e., Pierce County) that appoint a representative?*
- Shall Alternates be allowed?
 - *If so, shall they be:*
 - *Electeds only?*

West Central LIO – Agreements and Decisions

- *Anybody appointed by their government?*

2. Executive Committee Duties:

Areas of agreement:

- Approval of regular updates to the Action Area Chapter as proposed by the LIO Working Group
- Approval of the LIO Coordination Team Annual Workplan as proposed by the LIO Working Group

Decision items:

- *Shall duties include performance management of the LIO Coordination Team based on progress reports regarding implementation of the annual work plan?*
- *Shall the Executive Committee appoint the Ecosystem Coordination Board representative for the West Central Action Area along with the alternate for that representative?*

3. Officers, Duties & Terms:

Areas of agreement:

- Chair & Vice Chair positions should be filled with the intent of the three different government types (Tribe/City/County) represented over time. The same type of government should not fill both posts during the same term. (There should not be a rule that requires formal rotation of the offices amongst the three government types, it is just a factor to be cognizant of, and strived for, when elections are held.)

Decision items:

- *Shall Chair & Vice Chair terms be:*
 - One-year? *If so, should:*
 - *Both be elected each year?*
 - *Vice Chair move up to Chair each year?*
 - Two-year, staggered?

4. Conduct of Meetings:

Areas of agreement:

- The Chair, at his/her discretion, can invoke parliamentary procedure (Roberts Rules of Order) if needed to ensure that the meeting is orderly.

Decision items:

- *Is a quorum needed to convene a meeting?*

West Central LIO – Agreements and Decisions

- Yes, minimum of 5 governments' representatives (simple majority)
- No

5. Decision-making:

Areas of agreement:

- Executive Committee decisions should be made at the meetings, unless a representative requests a delay to take the decision back to their government for a formal vote or consultation.

Decision Items:

- Should decisions be made by:
 - 100% consensus of the 9 governments?
 - Seek consensus, but if that can't be reached, then a decision can be made with a simple majority vote of at least 5?

6. Number of meetings:

Areas of agreement:

- The Executive Committee will strive to have quarterly meetings and will adjust that frequency as desired by its members and to address issues as they arise.

7. LIO Coordination Team:

Areas of agreement:

- Oversight of the LIO Coordinator contract should be provided by one jurisdiction serving as the fiscal agent.
- LIO Coordination Team activities will be outlined in the LIO Annual Workplan as approved by Executive Committee (*See decision under "2. Executive Committee Duties"*)
- The LIO Coordination Team's duties shall include:
 - Prepare and implement an annual work plan as directed by the Executive Committee.
 - Setting the Executive Team and LIO Working Group meeting agendas.
 - Prepare issues for discussion and decision making by the Executive Committee.
 - Be the point-of-contact and communication conduit between the Executive Committee and the Puget Sound Partnership.
 - Provide facilitation, note taking, and meeting summaries.
 - Provide support, differentially, to the smaller governments that might need it (support to electeds without the staff to support them).

West Central LIO – Agreements and Decisions

- Provide support to all the Executive Committee members, not just Chair and Vice Chair, in relation to Executive Committee participation.
- Be attentive to issues that the organization should be aware of and address.
- Filter through, synthesize, and communicate pertinent information for the Executive Committee.
- Be a neutral entity, not favoring one jurisdiction over another.

Decision Items:

- Should the fiscal agent for the LIO Coordination contract should be:
 - Kitsap County (for the foreseeable future)?
 - By bid - the government w/the lowest overhead/administrative cost?
 - Open to any government - they make their case to the Executive Committee?

8. Inter-Local Agreement:

Decision Items:

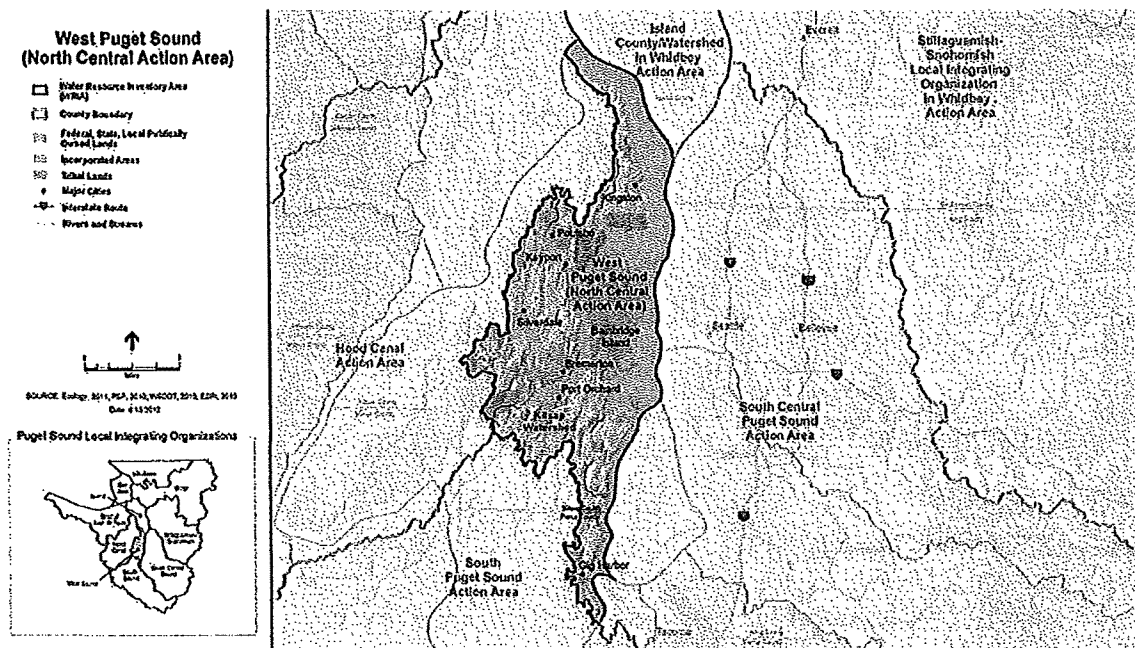
- Is an Inter-Local Agreement needed?
 - Yes, start developing it now, but don't let it stop the LIO work.
 - No – or delay it until there is certainty that it is needed.

The Action Agenda in West Puget Sound (North Central Action Area)

Profile

West Puget Sound (North Central Action Area) occupies the geographic center of the Puget Sound Basin. With over 220 miles of shoreline, and extensive bluffs, pocket estuaries, protected bays, harbors, and lagoons, the West Sound's most prominent feature is its expanse of nearshore reaches. Bluffs along the coastline provide a supply of sediment that drifts along the shore, building beaches and forming spits, lagoons, deltas, and tideflats. Bainbridge Island, approximately five miles wide by ten miles long, is one of the largest islands in Puget Sound and has 53 miles of shoreline. Agate Passage, Port Washington Narrows, and Rich Passage are characterized by high currents due to the circulation of Puget Sound tides through these narrow openings. Streams originate from lakes, groundwater discharge, or headwater wetlands that often contribute flow to multiple watersheds. These unique lowland freshwater ecosystems provide highly productive habitat for salmon and trout.

The history of the West Sound is completely connected to Puget Sound. West Sound is the heartland of Suquamish Ancestral Territory. The Suquamish and their ancestors have occupied the region for the past 14,000 years. Important Suquamish leaders in the early historic period such as Kitsap, Challicum, and Seattle controlled extended Suquamish families who occupied more than 15 winter villages. Old



Man House on Agate Passage was the "mother village" of the Suquamish, occupied over 5000 years with an historic period cedar plank longhouse. The five incorporated cities began as dock locations for the historic "Mosquito Fleet". The Puget Sound "Mosquito Fleet" was comprised of small steamers and sternwheelers that carried passengers and cargo up and down the Sound prior to bridges and state run ferries. Businesses, homes and eventually roads, were all located close to the shorelines of Puget Sound. Gig Harbor and Poulsbo were also home to cod and salmon fishing fleets.

The West Sound's port districts are important as centers for commerce, military installations, and as critical hubs for marine transportation. More than half of the 23 million annual passengers on the Washington State Ferry System travel between the West Sound and the greater Seattle metropolitan area. Eagle Harbor on Bainbridge Island hosts the ferry system's maintenance and repair facility. Bridges at Agate Passage and the Tacoma Narrows link the West Sound Action Area by road to the rest of Puget Sound. Recreational vessels are moored throughout the West Sound Action Area, with over 2000 permanent and transient slips. Other recreational amenities of the region include several state and local parks used for camping, boat launching, beach walking, hiking, bird watching, swimming, picnicking, shellfishing and kayaking.

The United States military presence in West Sound Puget Sound began in 1891 and since that time the region has played a pivotal role for military operations in several wars and conflicts. Naval Base Kitsap has facilities at Bremerton, Keyport and Manchester, and is the West Sound's largest employer.

The Port Madison Indian Reservation, straddling Miller Bay between the communities of Suquamish and Indianola, is the center of the Suquamish culture named after the beach at Old Man House on Agate Passage and meaning 'place of clear saltwater' in Lushootseed. Incorporated cities in the West Sound Action Area include Bainbridge Island, Port Orchard, Poulsbo, Bremerton and Gig Harbor. Bremerton is the largest city in the Action Area, with a population of almost 38,000. Incorporated cities and Urban Growth Areas make up 44% of the land base.

Unique Ecosystem Characteristics and Assets

The West Sound Action Area constitutes almost half of the nearshore habitat in the Central Basin of Puget Sound. This habitat includes dozens of embayments including open coastal inlets and functioning pocket estuaries, intact bluffed back beaches, and the only plunging rocky coastline in the Basin. The subtidal and intertidal portions of the West Sound support some of the densest and highest quality wildstock geoduck clam fisheries in the world. The West Sound has 90 streams used by wild populations

Notable Accomplishments

Carpenter Creek Estuary is currently being restored, which was a high priority in the first Action Agenda.

The Action Area is also making considerable progress on restoring Chico Creek, leveraging the partnerships and work of many to restore the watershed in phases.

The area is a leader in water quality improvement projects, which have resulted in the upgrade of 2,500 acres of shellfish beds. Additionally, wet weather water quality in Dyes and Sinclair Inlets is improved due to the completion of combined sewer overflow construction projects by the City of Bremerton.

of chum, coho, steelhead, and cutthroat trout. The shoreline provides refuge, food and rearing area for other juvenile salmon, including Chinook and Hood Canal summer chum, as they enter the Sound from larger rivers on the eastern shore and Hood Canal. Much of the nearshore is utilized for spawning by native marine fishes including Pacific herring, surf smelt and Pacific sand lance. Commercial, recreational and tribal shellfish activity is prominent along most of West Sound's shorelines. Hatchery programs operated by the Suquamish Tribe at Gorst and Grovers Creek provide some salmon harvest opportunities for tribal fishers and recreational anglers.

The historic uses of military support activities and ship building left toxic legacies at Eagle Harbor, Keyport, Dyes Inlet, Sinclair Inlet and Manchester. The sites were contaminated by disposal of military testing materials, creosote and other chemicals, and are in varying degrees of remediation as part of the U.S. Environmental Protection Agency (EPA) superfund site clean-up process.

Many people move to the West Sound Action Area because of its rural feel, and the majority of residents choose to live outside the incorporated cities. This can result in conversion from existing rural forestland to an urban/suburban landscape, resulting in fragmented or degraded habitat. The population is expected to grow by 43% in the next 20 years, adding another 100,000 people. The increased population will require additional sewage or septic systems, and drinking water. Since the West Sound has no snow-fed water supplies, key aquifer recharge areas will need to be protected. An urbanizing landscape will also increase stormwater runoff which threatens water quality, patterns of streamflow, and the availability of groundwater for human use. Stormwater has also been noted as a vector for pathogens which have closed shellfish harvesting in some West Sound bays.

Local Action Agenda Process

The West Sound Action Area is currently working to establish a Local Integrating Organization (LIO) that will leverage ongoing efforts, improve communication and prioritize local actions. A representative planning group met in 2011 and early 2012 to work on identifying the local threats, strategies, and actions listed below and determine how to move implementation forward in the area.

Key Threats/Pressures

For the 2011 Action Agenda update, the West Sound has identified 13 local priority issues to address pressures on the West Sound ecosystem. The local priority issues are listed below, categorized by the four pressure reduction targets.

Land Development

- Loss of forest cover, riparian habitat and intact freshwater ecosystems
- Population growth, new development and redevelopment
- Transportation network (shoreline roads, infrastructure needs, etc.)

Shoreline Alteration

- Loss of unaltered/undeveloped shoreline

Stormwater

- Polluted runoff from the built environment
- Alteration of the hydrologic regime (increased flow/flooding) in the form of impairment of groundwater infiltration and recharge

Wastewater

- Failing septic systems
- Discharge from vessels

Other

- Data gaps impeding effective fisheries management
- Climate change and sea level rise
- Loss and degradation of freshwater habitats
- Downgrades of approved shellfish growing areas
- Legacy contamination

Strategic Initiatives, Priorities, and Near-Term Actions

The West Sound culled a list of more than 80 strategies of importance to the area down to the comprehensive list of 46 strategies included in the table below. In addition, they have identified a list of 13 near-term actions (NTAs) and 10 additional, longer-term actions. Further prioritization of both the strategies and actions will continue as the LIO becomes operational.

Alignment with Puget Sound Partnership Strategic Initiatives

During its process to refine and prioritize local near-term actions, the West Sound identified an opportunity to align its evolving strategies and actions with the Puget Sound Partnership's (PSP) three strategic initiatives. The Partnership proposed the concept of strategic initiatives during the Action Agenda update process, as a means of allowing more focused attention on actions that address priority pressures to Puget Sound health. The initiatives as currently envisioned are as follows:

- Protection of habitat in support of salmon recovery;
- Prevention of water pollution from urban stormwater runoff; and
- Protection of water quality and nearshore habitat from rural and agricultural runoff.

The 13 NTAs below are closely aligned with the Partnership's strategic initiatives. In addition to these specific contributions, both near and longer-term actions will help to achieve multiple, basin-wide ecosystem recovery goals in the Action Agenda.

| LOCAL PRESSURES TO ADDRESS | STRATEGIES (BOLDED ARE OF HIGHEST PRIORITY) | ACTIONS (BOLDED ARE LOCAL NEAR-TERM ACTIONS) |
|---|---|--|
| <p><i>Loss of Forest Lands and Riparian /Freshwater Systems</i></p> | <ul style="list-style-type: none"> • Participate In and support an effort led by Forterra to conserve 7,000 acres of forest and 1.8 miles of shoreline on Port Gamble Bay, through the Kitsap Forest and Bay Project. This spans two action areas. • Develop framework for identifying and prioritizing areas for conservation; identify areas at risk and strategies to protect/prevent their development • Update and correct all "water type" maps in the West Sound Action Area to improve protection of designated streams and wetlands and address fish passage issues; take actions based on recommendations as water type assessments are completed, as with recently completed 2010 assessment in North Kitsap (including Grovers, Carpenter, and Cowling creeks) • Continue to utilize West Sound Watershed Council (WSWC) as a forum for prioritizing areas for watertyping and for identifying sources of funding. • Support the Growth Management Act (GMA) to increase focus on accommodating population in urban areas to avoid loss of rural lands and important habitat | <ul style="list-style-type: none"> • Complete an inventory of existing watershed characterizations and related local assessments (East Kitsap Nearshore, salmon recovery plans, etc.) that advance ecosystem recovery in the West Sound Action Area. • Establish metrics to evaluate land cover changes against an overall county-wide goal of no net loss of important forested and freshwater ecosystem functions |
| <p>Population Growth, New Development and Redevelopment</p> | <ul style="list-style-type: none"> • Methodically monitor and report key metrics related to population growth and development for adaptive management and to minimize urban sprawl (examples include annual urban/rural growth patterns, average density for new construction, average bulk density per jurisdiction, canopy cover change in priority conservation and development areas) • Within priority conservation areas address historic and potential new development patterns, legacy lots and redevelopment to ensure no net loss of ecosystem function • Encourage infill development in urban areas as an alternative to expanding Urban Growth Areas (UGAs) | <ul style="list-style-type: none"> • Identify properties within current UGAs available for development • Convene cities, county, and regional planning offices to identify key metrics related to population growth (e.g. land use) that are necessary for adaptive management |
| <p>Transportation Network (old roads, infrastructure needs,</p> | <ul style="list-style-type: none"> • Advocate for viable funding solutions for retrofitting streets for stormwater improvement and water crossing structures with inadequate fish | <ul style="list-style-type: none"> • By January 2013, the West Sound Watersheds Council and West Sound LIO will develop a process for the review of transportation |

| LOCAL PRESSURES TO ADDRESS | STRATEGIES (BOLDED ARE OF HIGHEST PRIORITY) | ACTIONS (BOLDED ARE LOCAL NEAR-TERM ACTIONS) |
|---|--|--|
| etc.) | <p><i>passage.</i></p> <ul style="list-style-type: none"> • Ensure transportation planning and development is aligned with ecosystem protection to avoid new development in priority conservation areas • Prioritize actions to eliminate/minimize/mitigate impacts from shoreline roads to nearshore processes and species and from road crossings over streams and estuaries. | <p>Infrastructure projects that addresses environmental impacts and key fish passage barriers</p> |
| Loss of Unaltered / Undeveloped Shoreline | <ul style="list-style-type: none"> • Prioritize and protect marine and nearshore ecosystems by improving shoreline permitting compliance monitoring and enforcement using Shoreline Management Programs (SMPs), watershed assessments, watershed and marine spatial plans and regional ecosystem protection standards • Align regulatory programs across cities/counties for better coordination on development, and address publicly owned shoreline (including Corps, EPA, and Navy; GMA, SMA, Hydraulic code, etc); improve communication, planning, and integration between County and City SMPs and Navy INRMPs so that shoreline functions are protected at the drift cell scale regardless of political or jurisdictional lines • Identify priority areas where otherwise functioning drift cells and their associated processes – erosion, sediment contribution, transport and deposition – are compromised by armoring, and encourage armoring removal and erosion control alternatives that better protect and restore nearshore ecosystem processes. • Encourage shoreline restoration by developing streamlined materials and designs for property owners; keep in mind property owner's perspective; include evaluation metrics for awareness and willingness to make a change. • Continue and expand a regular interagency team of local-state-federal-tribe shoreline review experts to achieve conservation objectives and help align existing conservation plans | <ul style="list-style-type: none"> • During the SMP update process for all West Sound jurisdictions in 2012-13, the West Sound Watersheds Council will ensure that restoration plans for every SMP include alternatives to traditional shoreline armoring, and incentives for the removal of existing armoring. The goal is for no net gain in shoreline armoring within any West Sound jurisdiction over the next 2 years • By 2013, The West Sound Watersheds Council – in coordination with the Suquamish Tribe and others – will develop and implement periodic surveys of eelgrass and forage fish spawning habitat under a scientifically rigorous methodology, and update spawning habitat maps • Regularly conduct and report on status and trends relative to local shoreline pressure reductions |
| Polluted Runoff from the Built | <ul style="list-style-type: none"> • Adopt and implement the most current stormwater and Low Impact Development (LID) | <ul style="list-style-type: none"> • By December 2014, Kitsap County Surface and Stormwater Management Program – with direct assistance from and close |

| LOCAL PRESSURES TO ADDRESS | STRATEGIES (BOLDED ARE OF HIGHEST PRIORITY) | ACTIONS (BOLDED ARE LOCAL NEAR-TERM ACTIONS) |
|---|---|---|
| Environment | <p>regulations and design guidance</p> <ul style="list-style-type: none"> • Implement new stormwater program regulations that address vesting and create incentives for developers (upland areas in particular) to conserve ecosystem function. • Implement stormwater and LID Retrofit Plan projects in priority areas and continue stormwater and LID retrofit planning in other priority areas. • Improve coordination of water quality, sediment, and stream health monitoring with a feedback mechanism to implement adaptive management of stormwater • Train local installers and designers of LID facilities, specifically bioretention and permeable pavement • Implement and share Kitsap County's "Water as Resource" Policy. | <p>coordination with other stormwater utilities and agencies in the County – will provide training for 80% of LID professionals in Kitsap County, including plan review staff, designers, installers, inspection, and maintenance staff</p> <ul style="list-style-type: none"> • By December 2015, Kitsap County Surface and Stormwater Management Program – in coordination with jurisdictions and other partners – will design and construct high priority retrofit projects treating 10 acres of pollution generating impervious surfaces |
| Impairment of Groundwater Infiltration and Recharge | <ul style="list-style-type: none"> • Rank, fund and construct water reuse projects in the West Sound that emphasize reusing water for consumptive use first (e.g., golf courses, non-potable uses), and environmental applications second (wetland enhancement, stream augmentation, aquifer recharge) • Identify opportunities to conserve groundwater within aquifers and reserve instream flow; Develop watershed by watershed "budgets" that include potable needs, agriculture needs, aquifer needs, and stream flow/wetland needs • Encourage development that uses water from professional purveyors. Monitor number of exempt wells and include this information in managing groundwater resources • Provide financial and technical support to methodically monitor key metrics and systematically manage groundwater resources • Develop and implement water conservation strategies targeting users and owners of exempt wells. Incorporate an evaluation measure • Use the USGS groundwater model to inform future land use planning and test possible strategies for groundwater infiltration and recharge. • Work with water districts to identify and protect highest priority upland and headwater forests on | <ul style="list-style-type: none"> • Develop a reclaimed water comprehensive plan |

| LOCAL PRESSURES TO ADDRESS | STRATEGIES (BOLDED ARE OF HIGHEST PRIORITY) | ACTIONS (BOLDED ARE LOCAL NEAR-TERM ACTIONS) |
|---|--|---|
| | <p><i>critical aquifer recharge areas. Encourage development that retains a high percentage of forest land as dedicated open space.</i></p> | |
| Sewage from Failing Septic Systems | <ul style="list-style-type: none"> • Establish and fund a septic repair and loan program • Expand Pollution Identification and Correction (PIC) programs in Kitsap & Pierce Counties • Utilize PIC methodology for addressing sewage from failing septic systems to improve water quality and protect public health • Establish sewer systems where On-site septic systems (OSSs) are failing in key areas | <ul style="list-style-type: none"> • Kitsap Public Health together with the municipality will conduct sewer Infrastructure feasibility study for sewers in areas such as Ostrich and Phinney Bay, by December 2013. These areas are identified and ranked annually in the Kitsap Public Health PIC Priority List. Ranking criteria includes points assigned to each area based on water quality data and also whether the area has been designated as an OSS area of concern. The PIC priority list does prioritize for the need for sewers • Kitsap Public Health will report on the number of OSS failures repaired using funds from the Craft3 septic loan program by December 2013 • Kitsap Public Health will report on the number of failing septic systems identified using PIC methodology, the number repaired and associated improvements in water quality by December 2013 |
| Discharge from Vessels | <ul style="list-style-type: none"> • <i>Develop West Sound strategies to deal with marine vessel sewage and live aboard communities with local plans, policies, and regulations.</i> | <ul style="list-style-type: none"> • By January 2013, Kitsap Public Health will identify potential pump out stations and develop needs assessment to address marine vessel sewage |
| Data Gaps Impeding Effective Fisheries Management | <ul style="list-style-type: none"> • Integrate harvest and hatchery plans into local recovery planning | <ul style="list-style-type: none"> • Expand smolt trapping and spawning surveys to better understand the distribution of salmonids in West Sound • Update salmon escapement estimates on an in-season basis |
| Climate Change and Sea Level Rise | <ul style="list-style-type: none"> • <i>Identify local public infrastructure and private structures at risk due to sea level rise; report findings to affected parties.</i> | <ul style="list-style-type: none"> • Identify local public infrastructure and major private structures at risk due to sea level rise; report findings to affected parties. |
| Loss and Degradation of Freshwater Habitats | <ul style="list-style-type: none"> • Engage regional leaders in funding solutions for high price, high priority capital projects (e.g. SR3 Bridge at Chilco) • Assist with regional and local Steelhead Recovery Planning | <ul style="list-style-type: none"> • By December 2012, the West Sound LIO – in coordination with Washington Department of Transportation – will develop a funding strategy for replacing the SR3 culvert with a bridge on Chilco Creek. Permitting phases of the project will be initiated by December |

| LOCAL PRESSURES TO ADDRESS | STRATEGIES (BOLDED ARE OF HIGHEST PRIORITY) | ACTIONS (BOLDED ARE LOCAL NEAR-TERM ACTIONS) |
|--|---|---|
| | <ul style="list-style-type: none"> • Assist NOAA fisheries in identifying steelhead habitats with necessary features for designation as "critical" under the Endangered Species Act (ESA) • Continue efforts to restore hydrologic function and landscape connectivity within the Clear Creek watershed | <p>2013</p> <ul style="list-style-type: none"> • By April 2013, the West Sound Watersheds Council will develop a local chapter of a Steelhead Recovery Plan. The Council will propose a budget and implementation strategy for its local chapter of the Recovery Plan by December 2013 • By February 2013, the Suquamish Tribe will develop a detailed protection and restoration plan for the upper Chico Creek watershed. By December 2013, the Tribe will seek funding to undertake similar work for the high priority, refugia Curley and Blackjack Creek watersheds |
| Downgrades of Approved Shellfish Growing Areas | <ul style="list-style-type: none"> • Encourage local private shellfish harvest as a means of creating connections between people and shoreline health and of increasing the public's investment in the nearshore. • Prioritize shellfish growing areas that are closed or have the potential to close, and initiate actions that will lead to upgrades • So that commercial shellfish harvest certification can be restored to areas of Ostrich and Oyster Bays, resolve issues identified in Washington Department of Health report: "2009 Shoreline Survey of the Dyes Inlet Shellfish Growing Area - Ostrich and Oyster Bays Addendum." • Address bacterial contamination in freshwater streams with high landscape connectivity with receiving estuaries and bays that create closure zones at their mouths (e.g. Clear, Barker Creeks, Grover's Creek, Miller Bay) | <ul style="list-style-type: none"> • By April 2013, Kitsap Public Health – in partnership with the Puget Sound Restoration Fund – will expand a pilot shoreline owner shellfish gardening program to at least one additional site, as an outreach tool for water quality and shoreline issues. By December 2013, the program will be expanded to include two additional sites. Concurrently, Kitsap Public Health will report on the results and actions from PIC shoreline monitoring affecting shellfish growing areas, e.g. number of fecal sources identified and corrected |
| Legacy Contamination | <ul style="list-style-type: none"> • Support efforts that address source identification, control, and cleanup. • Continue monitoring of toxics in biota to track progress on improving ecological health and to protect human health, such as through supporting WDFW's Toxics in Biota Program (a component of PSAMP), and continuing PSAMP tissue sampling in Sinclair Inlet | <ul style="list-style-type: none"> • Undertake more extensive sampling in Keyport Lagoon to better characterize the sources, nature, and extent of PCB and dioxin contamination |

Near-Term Actions by Strategic Initiative

Protection of Habitat in Support of Salmon Recovery

Five near-term actions held by the West Sound Watersheds Council, West Sound LIO, and Suquamish Tribe will advance the habitat protection initiative:

- During the Shoreline Master Program (SMP) update process for all West Sound jurisdictions in 2012-13, the West Sound Watersheds Council will ensure that restoration plans for every SMP include alternatives to traditional shoreline armoring, and incentives for the removal of existing armoring. The goal is for no net gain in shoreline armoring within any West Sound jurisdiction over the next 2 years
- By 2013, The West Sound Watersheds Council – in coordination with the Suquamish Tribe and others – will develop and implement periodic surveys of eelgrass and forage fish spawning habitat under a scientifically rigorous methodology, and update spawning habitat maps
- By December 2012, the West Sound LIO – in coordination with Washington State Department of Transportation (WSDOT) – will develop a funding strategy for replacing the SR3 culvert with a bridge on Chico Creek. Permitting phases of the project will be initiated by December 2013
- By April 2013, the WSWC will develop a local chapter of a Steelhead Recovery Plan. The Council will propose a budget and implementation strategy for its local chapter of the Recovery Plan by December 2013
- By February 2013, the Suquamish Tribe will develop a detailed protection and restoration plan for the upper Chico Creek watershed. By December 2013, the Tribe will seek funding to undertake similar work for the high priority, refugia Curley and Blackjack Creek watersheds

Prevention of Water Pollution from Urban Stormwater Runoff

Two near-term actions held by stormwater utilities, agencies, and jurisdictions will advance the urban stormwater runoff prevention initiative:

- By December 2014, Kitsap County Surface and Stormwater Management Program – with direct assistance from and close coordination with other stormwater utilities and agencies in the County – will provide training for 80% of LID professionals in Kitsap County, including plan review staff, designers, installers, inspection, and maintenance staff
- By December 2015, Kitsap County Surface and Stormwater Management Program – in coordination with jurisdictions and other partners – will design and construct high priority retrofit projects treating 10 acres of pollution generating impervious surfaces

Protection of Water Quality and Nearshore Habitat from Rural and Agricultural Runoff

Five NTAs held by Kitsap Public Health, local jurisdictions, and NGOs will advance the rural water quality protection initiative:

- Kitsap Public Health will report on the number of OSS failures repaired using funds from the Craft3 septic loan program by December 2013
- Kitsap Public Health together with the municipality will conduct sewer infrastructure feasibility study for sewers in areas such as Ostrich and Phinney Bay, by December 2013
- Kitsap Public Health will report on the number of failing septic systems identified using PIC methodology, the number repaired and associated improvements in water quality by December 2013
- By January 2013, Kitsap Public Health will identify potential pump out stations and develop needs assessment to address marine vessel sewage
- By April 2013, Kitsap Public Health – in partnership with the Puget Sound Restoration Fund – will expand a pilot shoreline owner shellfish gardening program to at least one additional site, as an outreach tool for water quality and shoreline issues. By December 2013, the program will be expanded to include two additional sites. Concurrently, Kitsap Public Health will report on the results and actions from PIC shoreline monitoring affecting shellfish growing areas, e.g. number of fecal sources identified and corrected

Relationship to Recovery Targets

Many of the strategies and actions listed above will address and bolster PSP Soundwide Recovery Targets, including OSSs, freshwater quality, shellfish beds, shoreline armoring, swimming beaches, and wild Chinook salmon. West Sound Action Area jurisdictions participated in the development of the Soundwide Targets by attending public meetings on those subjects and providing written comments as they were being developed.

Local Implementation Structure

A planning group assembled in March 2011, including representation from the cities of Bremerton, Poulsbo, Port Orchard and Bainbridge Island; Kitsap and Pierce Counties; the Suquamish and Port Gamble S'Klallam tribes; public utility districts; land trusts; WSU Extension; Kitsap Health District and the Kitsap Regional Coordinating Council. The Port Districts and the City of Gig Harbor were invited but unable to attend. The group met four times in 2011 and envisioned the formation of a caucus based organization represented through four key areas: government and regulatory; restoration and protection; public health, education and outreach; and the private sector and commerce. The LIO is

IMPLEMENTATION COORDINATION IN THE WEST SOUND

Updating the Action Agenda has been administered through engaging the salmon recovery lead entity, the West Sound Watersheds Council (WSWC) (The geographic area of WSWC includes all of the West Sound Action Area and a portion of the South Sound Action Area) in addition to the LIO planning group. WSWC members are tracking the Action Agenda, with critical knowledge necessary to provide an informed update for the West Sound Action Area. Participants regularly include counties, cities, Tribes, NGOs, University staff, citizens and state agency staff. WSWC has a broad email notification list that was notified about this update process.

expected to be established and operating in 2012. In the absence of an LIO, smaller workgroups and the West Sound Watersheds Council have been engaged to help identify local strategies and actions.

References and Additional Resources

West Sound Watersheds Council. <http://www.westsoundwatersheds.org/>

Shoreline Master Plan Updates:

- Kitsap County. <http://www.kitsapshoreline.org/>
- Gig Harbor. <http://www.cityofgigharbor.net/page.php?id=1030>
- Bremerton. <http://www.ci.bremerton.wa.us/display.php?id=936>
- Poulsbo. http://www.cityofpoulsbo.com/planning/planning_shoreline.htm
- Port Orchard. <http://cityofportorchard.us/shoreline>
- Bainbridge Island. http://www.ci.bainbridge-isl.wa.us/2012_smp_update.aspx

<http://www.ci.bainbridge-isl.wa.us/>

<http://www.bainbridgeislandwashington.com/local/cityinfo.html>

<http://www.kpud.org/water/reference/docs/bainbridgeisland>

http://www.wsdot.wa.gov/ferries/traffic_stats/annualpdf/2011.pdf

<http://www.abam.com/portfolio/project/108>

http://www.biparks.org/parksandfacilities/general_info.html

<http://www.seattle.gov/parks/history/military.htm>

<http://www.donhr.navy.mil/>

<http://www.sugumish.nsn.us/>

<http://www.ci.bremerton.wa.us/>

<http://onepugetsound.org/about/voyage91/>