

Gig Harbor City Council Meeting

**September 9, 2013
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 9, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jul 22, 2013.
2. Receive and File: a) Gig Harbor Downtown Waterfront Alliance Second Quarter Financial Report; b) Parks Commission / City Council Joint Meeting Minutes July 15, 2013; c) Planning Commission Minutes July 18, 2013; d) Second Quarter Financial Report.
3. Correspondence / Proclamations: a) 2012 Wastewater Treatment Plant Outstanding Performance Award Letter from the Dept. of Ecology; b) Downtown Waterfront Alliance recognition letter for Peter Ivanovich; c) Historic Preservation Grant Funding - Pierce County.
4. Kitsap County Jail Contract Renewal.
5. Pierce County Department of Emergency Management Contract.
6. Resolution No. 935 – Surplus Property.
7. RCO Grant Agreement – Playzone.
8. Visitor Information Center Painting Project – Small Public Works Contract Award.
9. Liquor License Action: a) Harvester Restaurant - Added Privilege;
10. Citywide Travel Demand Model 2013 Update and Annual Transportation Capacity Availability Report Update – Consultant Services Contract / David Evans and Associates.
11. Approval of Payment of Bills Aug. 12, 2013: Checks #73092 through #73251 in the amount of \$1,588,541.35.
12. Approval of Payment of Bills Aug. 26, 2013: Checks #73252 through #73373 in the amount of \$424,310.37.
13. Approval of Payment of Bills Sep. 9, 2013: Checks #73374 through #73454 in the amount of \$1,283,391.25.
14. Approval of Payroll for the month of July, 2013: Checks #7013 through #7024 and direct deposit transactions in the total amount of \$355,688.46.
15. Approval of Payroll for the month of Aug., 2013: Checks #7025 through #7039 and direct deposit transactions in the total amount of \$369,289.49.

SWEARING IN CEREMONY: Officer Kevin Goss

OLD BUSINESS:

1. Third Reading of Ordinance – Downtown Building Size and Height Amendments.

NEW BUSINESS:

1. Street Naming Request – Bellasara Development.
2. First Reading of Ordinance – Budget Amendment Correcting 2013 Salary Schedule.
3. Public Hearing and First Reading of Ordinance – Marijuana Related Uses.
4. Public Hearing and First Reading of Ordinance – North Harborview Drive Right of Way Vacation/Dedication.
5. Public Works Contract Change Order – Rosedale Roadway Improvements.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Advisory Committee: Thu. Sep 12th at 7:30 a.m.
2. Operations Committee: Thu. Sep 19th at 3:00 p.m.

ADJOURN:

CITY COUNCIL MEETING PROCEDURES

MEETING TIMES

Regular public meetings of the city council are held on the second and fourth Mondays of each month beginning at 5:30 p.m. in the Council Chambers at the Civic Center.

AUDIENCE PARTICIPATION

- Audience participation is encouraged. This is your opportunity to address the City Administration and City Council about any matter concerning City operations.
- If you wish to speak, please complete the sign-up sheet in the back of the council chambers. If you would like to comment on an item on the Agenda (not subject to a Public Hearing before the City Council), please specify the Agenda item you wish to address and you may be invited to speak on the item if public comment is requested.
- **You will have three minutes to make your comments.** When there are 30 seconds remaining a yellow light will alert you to summarize your comments. At the end of your comments, the light will turn red and you will hear a beep signifying the end of your comment period.
- The first reading of an ordinance is open to public comment unless the ordinance was subject to a Public Hearing before the City Council which has been closed. For second and third readings public comment is generally not taken unless the comment is in response to changes that have taken place since the prior reading.

PUBLIC HEARINGS

- If you wish to provide testimony at a Public Hearing, please complete the sign-up sheet in the back of the council chambers.
- **You will have five minutes to provide your testimony.** When there are 30 seconds remaining you will see a yellow light to alert you to summarize your

testimony. The light will turn to red and you will hear a beep signifying the end of your comment period. The Mayor may adjust the time available in advance of the Public Hearing to accommodate a large number of people wishing to testify or if otherwise deemed appropriate (such as developer testimony in connection with a proposed development agreement).

PUBLIC HEARING PRESENTATION

Suggested presentation model for precise, well organized proposals:

- **PURPOSE:** What is the idea you wish to present? Begin with an "I statement" outlining your idea, such as, I am here to (support/oppose)..."
- **REASON:** Why are you making this point? This is an important step so the listener does not make assumptions about your motives.
- **EXAMPLE:** Use a brief and relevant example to clarify and make your point concrete.
- **SUMMARY:** What condition will be changed or improved if your point is adopted?
- **ACTION:** (If appropriate, depending on the situation) What needs to be done and who will do it?

EXECUTIVE SESSION

Closed portion of meeting for discussion of confidential legal matters, personnel matters, labor negotiations, and/or property transactions. These are the only issues which may be discussed in closed sessions.

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – July 22, 2013

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: To discuss property acquisition per RCW 42.30.110(1)(b)

MOTION: Move to go into Executive Session at 5:31 p.m. for approximately twenty minutes to discuss property acquisition.
Malich / Kadzik – unanimously approved.

MOTION: Move to go return to regular session at 5:43 p.m.
Malich / Perrow – unanimously approved.

CONSENT AGENDA:

1. Approval of City Council Minutes Jul 8, 2013.
2. Liquor License Action: a) Renewals: JW Restaurant, Devoted Kiss Café, Mizu Japanese Restaurant, Galaxy Uptown, and Safeway Store #2949;
3. Receive and File: a) Coastal Heritage Alliance Yearly Report; b) Tacoma Narrows Airport Advisory Commission Meeting Summary May 9, 2013; c) Lodging Tax Advisory Committee Minutes Jun 27, 2013.
4. Correspondence / Proclamations: a) National Night Out; b) Fitness Day Proclamation;
5. Appointment to Design Review Board.
6. Second Reading of Ordinance No. 1265 - Amendment to Peddlers License.
7. Second Reading of Ordinance No. 1266 - Model Homes.
8. Digital Orthophotography Partner Agreement – Interagency Agreement with Pierce County.
9. Agreement for Attorney Services for Water Rights Assistance – Tom Mortimer.
10. Eddon Boat Marine Railways Environmental Services Contract – Grette & Associates.
11. Eddon Boat Park Expansion – Property Appraisal Contract.
12. Eddon Boat Park Expansion – Phase I Environmental Assessment Contract.
13. Wollochet/Wagner Signal System – Consultant Services Contract / WH Pacific Amendment No. 1.
14. Rosedale Street Improvements – Consultant Services Contract / HW Lochner Amendment No. 1.
15. 38th Avenue Improvements Ph. 1 Grant Application Assistance – Consultant Services Contract - Skillings Connolly.
16. DNR Annexation Survey Contract – David Evans and Associates.
17. Wilkinson Farmhouse Restoration Project - Small Public Works Contract – Floodex Water Damage.
18. Approval of Payment of Bills Jul 22, 2013: Checks #72991 through #73091 in the

amount of \$660,920.85.

Councilmember Guernsey requested that the Digital Orthophotography Partner Agreement – Interagency Agreement with Pierce County be moved to New Business so that she could abstain from voting.

MOTION: Move to adopt the Consent Agenda as amended, moving Item eight to New Business.
Ekberg / Perrow – unanimously approved.

PRESENTATIONS:

1. Bennish Brown, President and CEO - Tacoma Regional Convention and Visitors Bureau. Mr. Brown presented a mid-year update on efforts to work to promote regional tourism. He thanked the city for its support, and praised the relationship with the city's marketing department to bring prospect leads to our hotels. He told Councilmember Guernsey that the new Boaters Guide was scheduled to be printed soon.

Kathy Franklin, Manager Gig Harbor Maritime Inn / TRCVB Board. Ms. Franklin reported on the *Travel Tacoma and Pierce County* magazine developed by the TRCVB, which includes information on hotels and restaurants as well as many local, unique attractions. She passed out copies of the magazine then introduced Matt Allen.

Matt Allen – General Manager, Chambers Bay / TRCVB Board. Mr. Allen said his motivator for joining the board is to make sure that this area capitalizes on the upcoming U.S. Open in 2015. He presented information on the upcoming destination brand launch, the Go West Summit, and the U.S. Open.

2. Proclamation – National Night Out – COPS Volunteer Diane Bertram. Mayor Hunter presented the signed proclamation to Ms. Bertram. Chief Mike Davis described Ms. Bertram's involvement with the COPS Volunteer program and introduced her to talk about the National Night Out program.

Ms. Bertram explained that National Night Out is a nationwide opportunity to send the message that we won't tolerate crime in our neighborhoods. She said this year the theme is Police, Pirates, and Pepsi and invited everyone to this family-oriented event.

3. Fitness Day Proclamation – Joel Davidson, Be Strong Inc. Mr. Davidson explained his efforts to get fitness awareness out there. He announced the Fitness Fest to be held at Uptown on August 11th.

OLD BUSINESS:

1. Second Reading of Ordinance – Downtown Building Size and Height Amendments. Mayor Hunter explained that there would be no public hearing, nor any public comment accepted. Planning Director Jennifer Kester explained she would go

through the four main amendments to allow discussion and amendments to the ordinance that would then be brought back at the first meeting in September for a third reading.

Item A - Additional Interior Gross Floor Area. For existing buildings, additional gross floor area could be added above the maximum allowed by the zoning district provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications are allowed provided they do not exceed the maximum building height allowed in the underlying zone.

Ms. Kester said she hadn't heard many comments or concerns with this amendment. After discussion, Councilmembers agreed to maintain this amendment.

Item B – Remodeling and Rebuilding Nonconforming Buildings: Nonconforming buildings can be remodeled or torn down and rebuilt to the same or smaller configuration. Non-historic registry eligible buildings must meet the Design Manual requirements. All work on historic registry eligible or registered nonconforming buildings must meet specific Design Manual requirements for historic structures. Planning Commission recommends no additional parking be required.

Councilmember Young said that in the spirit of equal protection, he would like to see this removed from the ordinance or amended to say “100% for natural causes” rather than “redevelopment.” He discussed several issues with the building code in the downtown, and suggested we go back and look at breaking out zones in the DB area.

Councilmember Guernsey disagreed that it is an equal protection issue, but said it allows us to redevelop the downtown while keeping the character; this helps revitalize the downtown. She agreed that we need to revisit the development code throughout.

Councilmember Kadzik agreed with the comments made by Councilmember Guernsey, adding that he too thinks we need to look at the building size in detail in the near future.

Councilmember Ekberg also agreed this is beneficial to the downtown, and said he hears what was said by Councilmember Young that review of the downtown zones needs to be moved up.

All agreed that the code is out of character with the downtown and needs to be reviewed.

Ms. Kester said she will keep this section in, then explained that the Planning Commission has said they would like to look at building size in this area as a way to implement the Harbor Vision policies.

Councilmember Malich said he is okay with this amendment but is concerned that if you go outside the existing building envelope you do change the character.

Item C – Two-Story Building Allowance: Increase the maximum building height in the City's downtown area in order to allow flat-roof, two-story buildings in the City's downtown. All buildings would be allowed to be 27 feet high as measured from the building footprint at the uphill and downhill facades.

Ms. Kester said that Council had questions regarding the stepped-down approach, the waterfront commercial area, as well as the area around North of Rosedale. She and Lita Dawn Stanton narrated a slideshow of "walk through the harbor" photos and addressed Council's questions.

Councilmember Kadzik commented that the node north of Rosedale and the Waterfront Commercial zone should be eliminated from this amendment. He said that the feel of the area changes when you cross Rosedale, and due to the impacts on the residents this node needs to be removed from the DB zone. He continued to say that the area from the Green Turtle to the Tides will fall under a development agreement at some point in the future, and so they don't need this allowance. The Tides from the Harbor Inn is already built out, and he wouldn't like to see 27 feet high buildings on that side. The same goes on around the corner to the Skansie Park where there are more pitched roofs.

Councilmember Malich agreed with these comments, adding that the uphill side could handle the 27' high increase, but not the water side.

Councilmember Young said he didn't understand why you would allow a 27 foot peaked roof but not a flat roof; he said you need to justify decision. He said that in the commercial district, flat roofs are the norm.

Ms. Kester clarified that the amendment allows for either a flat roof or a peaked roof. She also said that if you take out the Waterfront Commercial, the ordinance would be silent on the issue; if you carve out the node north of Rosedale you will need clear whereas clauses.

Councilmember Ekberg agreed that the node north of Rosedale should be removed from the amendment to allow the Planning Commission to determine whether it needs to be rezoned. He also said he is not in favor of removing Waterfront Commercial from the amendment.

Councilmember Guernsey agreed with removal of the node north of Rosedale. She continued to explain that regardless of the height of a building, if you are looking at it from the sidewalk, it is going to block your view. She added that in her opinion a peaked roof is more appealing, but the real issue is whether a 27 foot building is going to block the view more than what is currently allowed. She said that she doesn't think it would, and that is why this was proposed by the Planning Commission. She would like to remove that small piece of the DB zone, but would like to leave the Waterfront Commercial zone.

Councilmember Young suggested that if the node north of Rosedale is going to be removed, that we articulate why and then ask the Planning Commission to look at a new zoning designation rather than trying to “pigeon-hole” it into some other existing designation.

Councilmember Kadzik said that he would like to do the same thing with the Waterfront Commercial zone; remove it from this ordinance to allow the Planning Commission to resolve whether it should be broken up into different zones. He said that allowing 27 foot high buildings on both sides of the street just doesn’t seem to fit.

Councilmember Malich asked about setbacks if a 27 foot high building were to be constructed in the vacant parking lot adjacent to the Harbor Inn. Ms. Kester explained that any construction would have to account for a shoreline view corridor and the displaced parking, and so the setbacks would probably be greater than ten feet. She said that she isn’t sure how easily that lot could be developed independent of the neighboring lots.

Councilmember Perrow pointed out that it could already be developed to an 18 feet high structure or 16 feet for a flat roof structure under current development regulations. Either would block the view from the street.

Councilmember Young voiced concern that we are trying to preserve the view corridor at the expense of property owners.

Ms. Kester summarized what she heard: to remove that portion of the DB District north of Rosedale and write the supporting whereas language, and to leave the Waterfront Commercial District until the third reading of the ordinance.

Item D - Proposed Waterfront Residential Amendments: For residential buildings in waterfront zones, the 18-foot uphill height limit measurement point would move from the building setback line to the property line abutting the street right-of-way. In addition the front yard setback would reduce to 6 feet for the porch, 12 feet for the house and 18 feet for the garage.

Councilmember Kadzik commented that he agrees with the goal to eliminate the “house in a hole” concern, but there must be a better way to do that without increasing the height. He explained that in the R-1 Historic District, there is a “basic structure unit allowance” to allow homes to be built with historic proportions. He suggested that the DRB, Planning Commission, and Planning Staff could come up with that same concept for the other side of the street. We could offer incentives to build a more traditional look in the downtown area; perhaps require setbacks closer to the street, a traditional front porch no lower than grade, and that they fill the front yard up to the house rather than building down in a hole. This may help to accomplish the goal.

Councilmember Ekberg said that initially he had a problem with the part of changing the setbacks to be in keeping with the historic look, because he didn’t realize that the

houses are closer to the right of way than he originally thought. He continued to explain that he thought the main impetus of this proposal is to allow more flexibility for what will be lost due to the shoreline changes. He said the height change isn't going to get anything out of the hole because filling in will just make a higher house, and so he isn't in favor of changing the elevations. If there is another way than these two changes, he said he would be open to it.

Councilmember Young agreed, and asked if a sketch of what could be built with the suggestions made by Councilmember Kadzik could be available before the next reading of the ordinance before we make the decision to eliminate this section.

Ms. Kester agreed to Photo Shop something before the next meeting that would show the result of using form-based incentives.

Councilmember Perrow agreed that this proposal doesn't meet the objective of getting the house out of the hole, but the other issue is that it does let people keep a little property that they may lose due to the SMP, which is fine by him.

Councilmember Malich said that he doesn't like any part of it, and would like the whole thing removed. Raising the height would create a view problem for anyone uphill, or even walking by, he added. He said that the properties range from 300 feet deep to 35 feet setback from the high water mark; that allows a lot of room to build a house. In those cases where there are short properties or they can't build a reasonable size house we should go on a case by case basis rather than create a general rule.

Councilmember Guernsey asked for clarification on where we measure the building height in other zones. Ms. Kester responded: DB zone is measured at property line if the building is within 50 feet; C-1 is measured at the property line; and most other zones are measured at the setback line. This proposal is to measure closer to the right of way line. She asked for Council direction on whether to keep retain this amendment.

Councilmember Kadzik said that he doesn't think this should apply in the Waterfront Residential if the goal is to create a traditional street scape, because this area is already built out. He said he would support the form based alternative.

Councilmember Ekberg stressed that the Planning Commission spent a great deal of time on this and before we throw it out, we should consider those ideas offered by Councilmember Kadzik. He asked if there could be something drafted by the next meeting so that they could decide whether to leave this in or not.

Ms. Kester said that staff would come up with a form-design based incentive approach to consider. For now, she will leave this in and changes can be made at the next meeting.

Councilmember Young referenced the comment that the Waterfront Residential is built out, and asked Councilmember Kadzik for clarification on why this shouldn't apply to

Waterfront Residential. Councilmember Kadzik responded that the motivating factor for the Planning Commission was to encourage the more historical construction and to maintain a more residential feel on the waterside rather than having to manipulate the design to get a livable house. He said he agrees with the suggestion by David Boe to measure from the sidewalk.

Councilmember Young said that he thinks the motivation is because there are shallower lots on the water-side, the SMP issue, and the “house in the hole” concern. He said he would take another look at the existing buildings along that side.

Councilmember Guernsey asked if staff would bring back maps that show the property lines and where these proposals would apply.

Councilmember Malich asked about North Harborview Drive toward Vernhardson and how those properties would be impacted by this change.

Ms. Kester responded that the setback allowance would be the most helpful along North Harborview Drive because the properties are smaller and the grade is the steepest. She added that most of the homes there were built at street level. She added that she will provide more information before the next meeting.

The Mayor called a brief recess at 7:40 p.m. The meeting resumed at 7:46 p.m.

2. Interlocal Agreement – Pierce Transit / Gig Harbor Trolley Demonstration Project. City Administrator Denny Richards reported that the trolley program is in place and doing well. He presented the Interlocal agreement, explaining that even though we are still looking for more contributions, we are approximately \$8,000 short of reaching the full \$41,610 fare box recovery goal. He presented a breakdown of what had been collected to date.

Councilmember Guernsey voiced concern that the city would become the guarantor for the full amount, and recommended approaching the existing contributors and asking for additional support as well as seeking out new contributions. Councilmember Ekberg agreed.

Councilmember Perrow said that any fare collection should go towards the amount owed. He stressed that if we sign the Interlocal, we will be liable for the remainder.

Councilmember Young explained that the Interlocal must be adopted tonight, and that the Pierce Transit Board has agreed to bill for the remainder later. He added that he didn't think we would be able to collect any more from the existing contributors. Acknowledging that the city would be guaranteeing the full amount, he said it was smart to wait until we had the checks in hand, and promised to follow-up with the CEO.

Councilmember Perrow said he was uncomfortable with language in the exhibit that says Pierce Transit retains all fare box revenue and Councilmember Ekberg added that

the exhibit should be amended to read that the \$41,161 is the maximum rather than minimum amount that would be contributed.

MOTION: Move to adopt the Interlocal Agreement with Pierce Transit for the Trolley Demonstration Project, changing the word “minimum” to “maximum or not to exceed” with the understanding that we will continue to work with them to include fare box recovery and to see if the other partners are willing to contribute more.

Guernsey / Malich – unanimously approved.

NEW BUSINESS:

1. First Reading and Adoption of Ordinance – Cushman Trail Cottages Annexation. Senior Planner Lindsey Sehmel presented this ordinance that finalizes the annexation by accepting the annexed area into the City. She addressed Council questions regarding the cost of the annexation.

MOTION: Move to adopt Ordinance No. 1267 formally approving the Cushman Trail Cottages Annexation.

Malich / Perrow – unanimously approved.

2. Ancich Netshed Pier Repair Project – Small Public Works Contract Award. Public Works Director Jeff Langhelm presented the information on this contract to repair the deteriorating wood pile caps, floor joists, and decking materials. He explained that this repair work still does not allow public access to the pier.

MOTION: Move to authorize the Mayor to execute a Small Public Works Contract with Samish Bay Construction, Inc., in an amount not to exceed \$13,201.20 for the award of the Ancich Net Shed Pier Repair Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders.

Malich / Guernsey – unanimously approved.

3. Resolution No. 933 - Setting a Public Hearing Date for North Harborview Drive Right of Way Vacation.

Councilmember Perrow recused himself and left the chambers at 8:05 p.m. Public Works Director Langhelm presented the resolution setting a public hearing date of September 9th to consider vacating a portion of North Harborview Drive right of way to clear up a property line issue and to obtain additional property along 8715 No. Harborview Drive.

MOTION: Move to adopt Resolution No. 933 setting a public hearing for the vacation of a portion of North Harborview Drive right of way.

Kadzik / Malich – unanimously approved.

Councilmember Perrow returned to the council chambers.

4. Resolution No. 934 - Utility Extension Capacity Agreement – 6207 Soundview Drive. Public Works Director Jeff Langhelm presented the background for a request for sewer extension to a parcel off Soundview Drive. He addressed questions on the denial of an annexation request to a nearby property by explaining that only properties adjacent to Soundview Drive are identified to connect to the existing sewer line. Properties lying east of that are designated to connect to an undersigned lift station to be construction along Reid Drive.

MOTION: Move to adopt Resolution No. 934.
Ekberg / Kadzik – unanimously approved.

5. Property Acquisition.

MOTION: Move to authorize the Mayor to sign a purchase agreement with Remax Agent Julia Runion, who represents the owner Executive House Inc. aka First Savings Bank Northwest, to purchase the property addressed as 3807 and 3809 Harborview Drive, Gig Harbor, Washington 98332 for the price of \$525,000.
Kadzik / Ekberg – unanimously approved.

6. Digital Orthophotography Partner Agreement – Interagency Agreement with Pierce County.

MOTION: Move to approve the Interagency Agreement with Pierce County for digital orthophotography services.
Ekberg / Perrow – unanimously approved.

STAFF REPORT: None.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. No City Council Meetings in August.
2. Labor Day – Mon. Sep 2nd – Civic Center closed.

ADJOURN:

MOTION: Move to adjourn at 8:14 p.m.
Perrow/ Young – unanimously approved.

CD recorder utilized: Tracks 1002 – 1028

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Gig Harbor Downtown Waterfront Alliance
A Main Street™ Organization



Progress Report
April 1, 2013 - June 30, 2013

COMMITTEE UPDATES

Economic Development Committee

Business Assistance Packet

The Alliance is creating a new business assistance packet of information for individuals/businesses who are starting a new downtown waterfront business. We are working with Jennifer Kester and Diane McBane to incorporate city information, and we are using the following two documents as guidelines:

www.cityofmyrtlebeach.com/businessinfo.html - Starting or Relocating a Business – A guide for business owners

<http://www.mdf.org/documents/Biddefordbusinessretention-3.pdf> - I think we may design ours similar to this one

Other committee projects include: downtown parking review, Cushman Trail Connection, vacancy update and potential merchant survey discussions.

Design Committee

Connie's Clock Project

Permit discussions are ongoing regarding the placement of the memorial clock on the Bogue Viewing Platform in the Finholm district. Committee Chair, David Fisher, is working with the City of Gig Harbor.

Map Reprint

2,500 updated and reformatted Downtown Waterfront Maps have been printed and distributed (see attached). The new format is produced through digital printing, which in turn, allows ongoing, more frequent updating so the map is always up to date. A second printing will be scheduled within the next two weeks.

Organization Committee

Community Branding Process

Continued roll-out of the new brand and name for the Waterfront Alliance. We are working with the consultants to finalize the market analysis.

State Awards

At the May 16 Excellence on Main Awards presented at RevitalizeWA (the annual State Historic Preservation and Main Street Conference), the Waterfront Alliance was the recipient of two Excellence on Main awards:

- 1) Green Community Award - for our summer flower basket program
- 2) Volunteer of the Year Award (honoring Alliance Board President, Gary Glein)

Communications

GHHWA monthly newsletter is distributed monthly via Constant Contact.

Email Blasts are sent as needed to inform the readership of upcoming district activities.

Weekly e-mails re: the Donkey Creek Restoration Project are forwarded to downtown businesses

Downtown waterfront road closure notifications are forwarded to downtown businesses

GHHWA distributes the monthly Art Walk newsletter, promoting the Gig Harbor Gallery Association monthly event (First Saturday Art Walk).

Facebook and Twitter updates are posted on a regular basis.

Finances

The second quarter saw memberships received totaling \$3,892.00. Additionally, we have received individual sponsorships of an additional eleven flower baskets (\$550.00), during the same time-frame.

\$21,500 was received in B&O Tax Credit donations during second quarter 2013. A thank-you reception for our 2012 B&O Tax Credit Donors was held on May 5. We were joined by the State Main Street Director, Sarah Hansen, who updated the attendees on the program, and we reviewed what their investments have allowed us to do.

See attached for further financial information.

Summer Trolley Community Investment Team

The Waterfront Alliance is excited to have been invited to be a partner in the Summer Trolley Project in Gig Harbor. Gary Glein (Alliance Board President) and Mary DesMarais (Executive Director) serve on the Community Investment Team. DesMarais is also a member of the Marketing Sub-Committee and Glein has volunteered to assist on the Service Evaluation sub-committee. This is a great example of a collaborative effort to promote Gig Harbor.

Downtown Waterfront Alliance

	Actual Expenses				Budget - 2013	
	Jan - Jun 13	Jan - Jun 12	\$ Change	% Change	6 Mo's	12 Mo's

INCOME & EXPENSES:

Income

43400 · Business Donations (B&O)	25,000	4,000	21,000	525%	12,500	100,000
44500 · Government Grants	17,500	17,500	0	0%	17,500	35,000
47200 · Membership	4,422	4,704	-282	-6%	6,700	7,500
Total Operating Income	46,922	26,204	20,718	79%	36,700	142,500

Event Income & Expenses

49000 · Special Events Income	1,162	3,360	-2,198	-65%	7,000	12,000
Sponsorships-Events & Projects	5,696	11,500	-5,804	-50%	7,700	14,500

Less Event Costs:

51000 · Event Expenses	929	0	929	100%		
64000 · Event Costs	8,022	26,779	-18,758	-70%	8,800	18,000
Net Event Income (loss)	-2,092	-11,919	9,827	82%	5,900	8,500

Total Net Income	44,830	14,285	30,545	214%	42,600	151,000
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Operating Expense

60900 · Business Expenses	20	19	1	5%	40	100
62100 · Accounting & Legal Expenses	908	1,711	-803	-47%	1,700	2,000
62800 · Facilities and Equipment	5,650	5,068	582	11%	5850	11,700
63000 · Education	180	310	-130	-42%	300	600
65000 · Operations	5,069	4,530	539	12%	8,500	10,600
Advertising	2,376	855	1,521	178%	3,000	6,000
Web Site development Project	1,700		1,700	100%	1,000	2,000
65900 · Insurance, Tax & Memberships	4,895	3,362	1,533	46%	5,300	6,500
B & O Tax on 2012 Wine & Food Festival	3,711					
66000 · Payroll Expenses	31,146	28,304	2,842	10%	30,500	61,000
62100 · Special Projects Coordinator	6,000	5,000	1,000	20%	6,000	12,000
68300 · Travel and Meetings	1,609	4,492	-2,883	-64%	2,100	3,500
Total Operating Expenses	63,264	53,650	9,614	18%	64,290	116,000

Projects & Study Expenses	18,300				16,000	25,000
Net Income	-18,434	-39,366	20,931	53%	-37,690	10,000

BALANCE SHEET ITEMS:

	06/30/13	06/30/12			06/30/13	12/31/13
Cash	96,635	47,508				
Payable- Special Studies	15,000					
Other Liabilities	1,295	4,106				
Net Equity	80,340	43,402			62,676	110,366
Months of Expenses (2013)	6.8	3.7			5.3	9.4

Gig Harbor Historic Waterfront
Profit & Loss Prev Year Comparison
January through June 2013

	Jan - Jun 13	Jan - Jun 12	\$ Change	% Change
Income				
43400 · Business Donations (B&O)	25,000	4,000	21,000	525.0%
44500 · Government Grants	17,500	17,500	0	0.0%
47200 · Membership	4,422	4,704	-282	-6.0%
Total Operating Income	46,922	26,204	20,718	79.06%
Event Income & Expenses				
49000 · Special Events Income	1,162	3,360	-2,198	-65.41%
Sponsorships-Events & Projects	5,696	11,500	-5,804	-50.47%
Less Event Costs:				
51000 · Event Expenses	929	0	929	100.0%
64000 · Event Costs	8,022	26,779	-18,758	-70.05%
Net Event Income (loss)	-13,484	-34,919	21,435	61.38%
Total Net Income	33,438	-8,715	42,153	483.66%
Expense				
60900 · Business Expenses	20	19	1	5.26%
62100 · Accounting & Legal Expenses	908	1,711	-803	-46.93%
62800 · Facilities and Equipment	5,650	5,068	582	11.48%
63000 · Education	180	310	-130	-41.98%
65000 · Operations	5,069	4,530	539	11.91%
Advertising	2,376	855	1,521	177.92%
Web Site development Project	1,700		1,700	100.0%
65900 · Insurance, Tax & Memberships	4,895	3,362	1,533	45.62%
B & O Tax on 2012 Wine & Food Festival	3,711			
66000 · Payroll Expenses	31,146	28,304	2,842	10.04%
62100 · Special Projects Coordinator	6,000	5,000	1,000	20.0%
68300 · Travel and Meetings	1,609	4,492	-2,883	-64.19%
Total Expense	63,264	53,650	9,614	17.92%
Projects & Studies	18,300			
Net Ordinary Income	-29,826	-62,366	32,539	52.18%
Net Income	-29,826	-62,366	32,539	52.18%
Cash	96,635	47,508		
Payable- Special Studies	15,000			
Other Liabilities	1,295	4,106		
Net Equity	80,340	43,402		
	6.8	3.7		

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: July 15, 2013

Time: 5:30 p.m.

Location: Community Rooms A/B

Scribe: Terri Reed

Commission Members and Staff Present: Parks Commissioners Rahna Lovrovich, Nick Tarabochia, Stephanie Payne and Kyle Rohrbaugh; Mayor Chuck Hunter; City Council Members Steve Ekberg, Paul Kadzik, Ken Mallich, Derek Young, Jill Guernsey, Tim Payne and Michael Perrow; Staff Members: City Administrator Denny Richards, Public Works Director Jeff Langheim, Senior Planner Lindsey Sehmel, Planning Director Jenn Kester, Special Projects Coordinator Lita Dawn Stanton, Public Works Superintendent Marco Mallich and Community Development Assistant Terri Reed.

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of June 5, 2013 Meeting Minutes	MOTION: Move to approve June 5, 2013 minutes as presented. Tarabochia / Rohrbaugh - unanimously approved
OLD BUSINESS: Ancich Waterfront Park: Visioning Update	Senior Planner Lindsey Sehmel gave an overview of the visioning process to date. Ms. Sehmel described the stakeholder process, input and visioning exercises. She stated that the Parks Commission's goal is to work on a final recommendation during their August and September meetings. An Open House/Public Hearing could be held in Oct/Nov, with a final recommendation to City Council in Nov/Dec. Councilmember Young asked for clarification on neighborhood impacts. Ms. Sehmel stated that there are concerns about noise and parking impacts. Councilmember Mallich asked about the garage/street level parking not being included. He would like to see additional parking but wouldn't want it to obstruct the view. Mayor Hunter added that additional parking is needed. Commission Chair Lovrovich explained that	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>there are currently 27 spots, up Stinson from Harborview Drive and 41 parking spots on Harborview, between Eddon Boat Park and Austin Estuary Park. She also mentioned there could possibly be an agreement with the Yacht Club for additional parking. Councilmember Guernsey expressed her desire that the priorities be grouped by specific use and not just a numbered list. Councilmember Payne asked about staff budget priorities. Public Works Director Langhelm said that the draft 2014 budget includes engineering studies on the bulkhead and piers. Lita Dawn Stanton outlined that RCO grant opportunities should be submitted in 2014 for possible 2016 funding.</p> <p>Park Commissioners Payne and Lovrovich asked about using the Eddon Boat property currently being acquired for kayaks/sailing. Commissioner Tarabochia thought that the kayak group could use a portable storage trailer.</p>	
<p>Ancich Waterfront Park: Interim Improvements</p>	<p>Councilmember Payne asked about the knotweed eradication plan for the property. Public Works Director Langhelm distributed a chart outlining proposed actions for the site that could be implemented immediately and also a plan to initiate for interim use of the property by the public.</p>	
<p>Crescent Creek Park: Art Proposal</p>	<p>Commissioner Payne described two art pieces that are being proposed in conjunction with the Crescent Creek Park playstructure replacement. The first piece would be a panel cut-out with a life jacket theme. The second art piece would be a wood sculpture created out of the large tree stump near the entrance to the park. It would be carved as a marine wildlife totem. There was positive feedback from the group on the art proposals. Ms. Payne explained that they have asked Lita Dawn Stanton to be a liaison to their group regarding the art. Councilmember Kadzik expressed his interest in having a video show the vision of the art coming to life. City Administrator Richards offered to have the marketing department look into this.</p>	<p>City Administrator Richards will bring this request to the attention of Marketing Director Karen Scott.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Other Items	Councilmember Malich brought up his concerns about the use of Skansie Park by the Farmers Market. He would like the Parks Commission to take a look at the impacts on the park, attendees and examine the event and make a recommendation. Public Works Director Langhelm explained that the event was permitted through the City's Special Event Permit process. Councilmember Guernsey stated that she would like to see the permit/license. Councilmember Ekberg said that commercial use of parks should be looked at.	Parks Commission to review Farmers Market use of the park and make recommendation to City Council. Public Works Director Langhelm will provide a copy of the Special Event Permit and applicable code for commercial use to Councilmembers.
NEXT PARKS MEETING:	Parks Commission Chair Lovrovich asked about parking on Rosedale during concerts and Harborview Drive street closures. She asked if signage and cones would help.	Public Works Superintendent will look into the parking concerns.
ADJOURN:		August 7, 2013 @ 5:30 p.m. MOTION: Move to adjourn at 6:50 p.m. Tarabochia / Payne - unanimously approved

**City of Gig Harbor Planning Commission
Work Study Session
Civic Center
July 18, 2013
5:00 pm**

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

STAFF PRESENT: Staff: Lindsey Sehmel, Lita Dawn Stanton and Jennifer Kester

5:00 p.m. - Call to order, roll call

Approval of minutes

MOTION: Move to approve the minutes of June 20, 2013 as written.
Pasin/Gagliano – motion carried.

WORK-STUDY SESSION

Ms. Kester gave an overview of the public hearing on the 4 amendments before the City Council on the previous Monday. She noted that there was some opposition. She is meeting with various Councilmembers to talk about the effect of these proposed amendments. Ms. Kester then went over what will occur at the second reading of the ordinance at the next council meeting.

Harbor Vision Policies – Review of the draft element responding to recommended changes and edits from the 6/20/13 meeting. Addressing organization and additional comments.

Mr. Atkins stated that he was asking the commission to step back and look at whether the goals they were proposing were in line with the vision. Ms. Sehmel suggested that they take turns voicing their opinions on whether the entire vision had been addressed or should be addressed in another section. They decided to go through each section of the vision and where it was addressed within the Comprehensive Plan goals. Ms. Sehmel read each goal and the commission discussed and decided which of the vision statements the goal supported.

It was decided to discuss what other goals were needed to be included. Mr. Gagliano noted that the walkability portion of the vision has not been addressed. Downtown pedestrian amenities were discussed. Parking was mentioned as something that had not been addressed. Mr. Gagliano also added that mixed use should be added as a goal as well, along with added activity in the evening. It was also suggested to add a goal regarding moorage and a buoy system. Increased residential density was also discussed as a possible goal. Ms. Sehmel mentioned that perhaps a goal should be written that addresses parks in the harbor.

Ms. Sehmel said she would work on this additional language and get a draft out to them early for their review. She also updated the commission on the marijuana policies that will be coming before them soon. Additionally she asked that they get any of their grammatical/wording changes to her prior to the next meeting. Discussion followed on how the public hearing should be structured for August 15th.

MOTION: Move to adjourn at 7:12 p.m. Gagliano/Peterson – Motion carried.



To: Mayor Hunter and City Council
From: David Rodenbach, Finance Director
Subject: Quarterly Finance Report
Date: September 9, 2013

The 2013 second quarter financial reports are attached.

Total resources, including all revenues and beginning fund balances, are at 58 percent of the annual budget. Revenues and expenditures, excluding beginning and ending fund balances, are 41 percent and 29 percent respectively of the annual budget. This compares with 40 percent and 32 percent for the same period in 2012.

General Fund revenues (excluding beginning fund balance) are at 53 percent of budget compared with 51 percent in 2012. Sales taxes are on pace to come in on budget. The 2013 sales tax budget is five percent over 2012. Through June building permit fee revenues are nearly 71 percent of the total years' budget. We are expecting this trend to continue through the end of the year.

General Fund expenditures are at 46 percent compared to 54 percent in 2012. All General Fund departments are tracking on budget through the end of the second quarter.

Street Capital and Street Operating Fund revenues and expenditures have no significant deviations from budget.

Water, Sewer and Storm Sewer revenues are 47, 53 and 45 percent of budget; while expenditures for these three funds are at 70, 51 and 26 percent of budget. Second quarter 2012 amounts for water, sewer and storm were 44, 49 and 53 percent for revenues and 36, 53 and 49 percent for expenditures. All funds are fairly comparable with prior years except for Water expenditures. The large portion of 2013 Water budget expended is due to the Grandview Tank maintenance project, which was completed early in 2013 and accounted for 30 percent of year to date 2013 expenditures.

At this time cash balances are adequate in all funds. Most of the City's investments are in the State Treasurer's pool.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF JUNE 30, 2013

FUND NO.	DESCRIPTION	BEGINNING		EXPENDITURES	OTHER CHANGES	ENDING BALANCE
		BALANCE	REVENUES			
001	GENERAL GOVERNMENT	\$ 1,825,382	\$ 5,540,543	\$ 5,148,096	\$ (257,400)	\$ 1,960,429
101	STREET FUND	434,512	543,222	721,242	(201,531)	54,961
102	STREET CAPITAL FUND	270,500	1,515,387	1,220,266	(121,505)	444,116
105	DRUG INVESTIGATION FUND	7,346	187	-	490	8,023
106	DRUG INVESTIGATION FUND	30,404	20	1,758	(2,195)	26,470
107	HOTEL-MOTEL FUND	153,025	100,481	111,058	(61,240)	81,208
108	PUBLIC ART CAPITAL PROJECTS	92,055	67	-	20	92,142
109	PARK DEVELOPMENT FUND	237,985	202,126	174,633	(139,393)	126,085
110	CIVIC CENTER DEBT RESERVE	1,145,783	72,238	-	16,245	1,234,266
111	STRATEGIC RESERVE FUND	1,008,927	80,788	-	290	1,090,005
112	EQUIPMENT RESERVE FUND	100,214	50,109	-	22	150,345
113	CONTRIBUTIONS/DONATIONS	-	2,171	2,169	-	2
208	LTGO BOND REDEMPTION	78,063	600,050	642,794	(4,175)	31,144
209	2000 NOTE REDEMPTION	39,326	29	-	552	39,907
210	LID NO. 99-1 GUARANTY	97,215	69	-	(1,679)	95,605
211	UTGO BOND REDEMPTION	400,676	92,276	47,906	(168,673)	276,374
301	CAPITAL DEVELOPMENT	190,873	108,401	150,000	32,956	182,230
305	GENERAL GOVT CAPITAL IMPR	126,041	99,817	150,000	49,553	125,411
309	IMPACT FEE TRUST	410,718	461,000	-	440,468	1,312,186
310	HOSPITAL BENEFIT ZONE	1,862,340	239,277	-	693,114	2,794,731
401	WATER OPERATING	196,485	603,367	877,734	280,675	202,793
402	SEWER OPERATING	730,721	1,853,412	1,945,026	(125,429)	513,678
403	SHORECREST RESERVE FUND	58,136	21,620	759	(2,390)	76,607
407	UTILITY RESERVE	1,371,125	8,102	219	(10,392)	1,368,616
408	UTILITY BOND REDEMPTION	70,237	1,299,294	1,170,423	(64,829)	134,279
410	SEWER CAPITAL CONSTRUCTION	3,987,457	2,481,313	735,510	745,054	6,478,314
411	STORM SEWER OPERATING FUND	336,390	372,297	270,474	(165,766)	272,447
412	STORM SEWER CAPITAL	52,098	233,041	301,410	161,418	145,147
420	WATER CAPITAL ASSETS	949,118	493,075	492,249	200,177	1,150,121
605	LIGHTHOUSE MAINTENANCE TRUST	1,908	2	-	206	2,115
631	MUNICIPAL COURT	-	62,260	62,260	-	-
		\$ 16,265,060	\$ 17,136,038	\$ 14,225,984	\$ 1,294,643	\$ 20,469,759

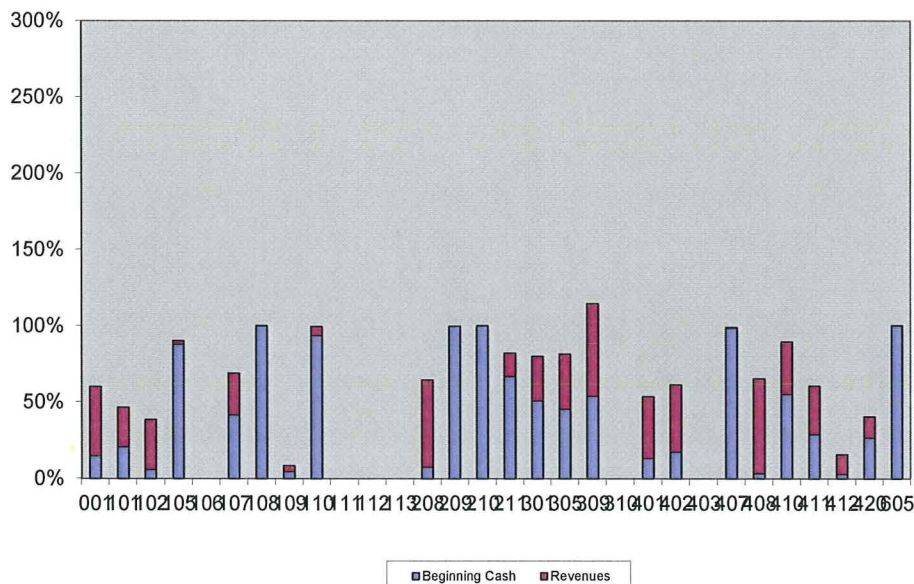
COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 2013

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			1,954,118
Adjustment for Unclaimed Property			(1,201)
INVESTMENTS/US BANK			318,978
INVESTMENTS/CD COLUMBIA BANK	May 2014	0.5000%	1,000,000
WSDOT ESCROW/CD COLUMBIA BANK			2,000
INVESTMENTS/US BANK	July 2017	0.1250%	1,004,048
LOCAL GOVERNMENT INVESTMENT POOL		0.1807%	16,191,516
			\$ 20,469,759

CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF JUNE 30, 2013

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 12,265,924	\$ 7,365,925	\$ 4,899,999	60%
101	STREET FUND	2,111,310	977,734	1,133,576	46%
102	STREET CAPITAL FUND	4,632,800	1,785,887	2,846,913	39%
105	DRUG INVESTIGATION FUND	8,356	7,533	823	90%
106	DRUG INVESTIGATION FUND	30,434	30,424	10	100%
107	HOTEL-MOTEL FUND	367,984	253,506	114,478	69%
108	PUBLIC ART CAPITAL PROJECTS	92,155	92,122	33	100%
109	PARK DEVELOPMENT FUND	5,364,985	440,111	4,924,874	8%
110	CIVIC CENTER DEBT RESERVE	1,226,649	1,218,021	8,628	99%
111	STRATEGIC RESERVE FUND	1,089,377	1,089,715	(338)	100%
112	EQUIPMENT RESERVE FUND	150,339	150,323	16	100%
113	DONATIONS/CONTRIBUTIONS	-	2,170	(2,170)	
208	LTGO BOND REDEMPTION	1,053,113	678,113	375,000	64%
209	2000 NOTE REDEMPTION	39,526	39,355	171	100%
210	LID NO. 99-1 GUARANTY	97,415	97,284	131	100%
211	UTGO BOND REDEMPTION	600,976	492,952	108,024	82%
301	CAPITAL DEVELOPMENT	374,973	299,274	75,699	80%
305	CAPITAL IMPROVEMENT	277,641	225,858	51,783	81%
309	IMPACT FEE TRUST	761,718	871,718	(110,000)	114%
310	HOSPITAL BENEFIT ZONE	3,820,794	2,101,617	1,719,177	55%
401	WATER OPERATING	1,494,004	799,852	694,152	54%
402	SEWER OPERATING	4,215,019	2,584,133	1,630,886	61%
403	SHORECREST RESERVE FUND	74,673	79,756	(5,083)	107%
407	UTILITY RESERVE	1,393,425	1,379,227	14,198	99%
408	UTILITY BOND REDEMPTION	2,100,778	1,369,531	731,247	65%
410	SEWER CAPITAL CONSTRUCTION	7,246,457	6,468,770	777,687	89%
411	STORM SEWER OPERATING FUND	1,171,209	708,687	462,522	61%
412	STORM SEWER CAPITAL	1,817,202	285,139	1,532,063	16%
420	WATER CAPITAL ASSETS	3,567,618	1,442,193	2,125,425	40%
605	LIGHTHOUSE MAINTENANCE TRUST	1,908	1,910	(2)	
631	MUNICIPAL COURT	-	62,260	(62,260)	
		<u>\$ 57,448,762</u>	<u>\$ 33,401,097</u>	<u>\$ 24,047,665</u>	<u>58%</u>

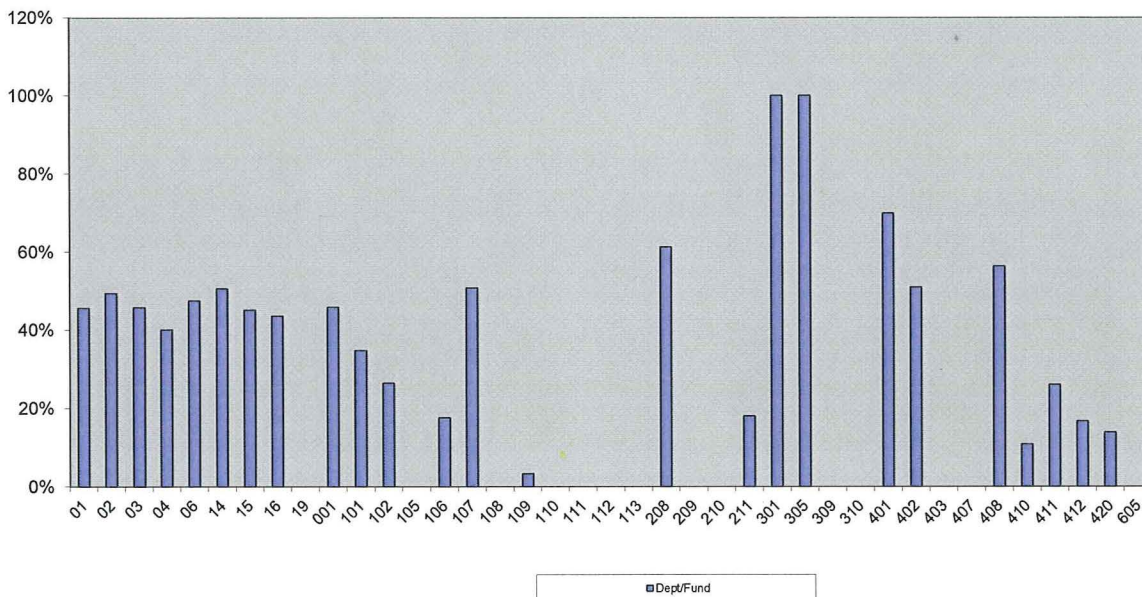
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING JUNE 30, 2013

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,715,782	\$ 1,694,813	\$ 2,020,969	46%
02	LEGISLATIVE	59,432	29,324	30,108	49%
03	MUNICIPAL COURT	376,000	172,249	203,751	46%
04	ADMINISTRATIVE/FINANCIAL	1,619,850	648,743	971,107	40%
06	POLICE	3,130,050	1,487,434	1,642,616	48%
14	COMMUNITY DEVELOPMENT	1,298,925	657,680	641,245	51%
15	PARKS AND RECREATION	745,075	336,287	408,788	45%
16	BUILDING	278,800	121,566	157,234	44%
19	ENDING FUND BALANCE	-	-	-	
001	TOTAL GENERAL FUND	11,223,914	5,148,096	6,075,818	46%
101	STREET FUND	2,073,218	721,242	1,351,976	35%
102	STREET CAPITAL FUND	4,622,100	1,220,266	3,401,834	26%
105	DRUG INVESTIGATION FUND	7,500	-	7,500	
106	DRUG INVESTIGATION FUND	10,000	1,758	8,242	18%
107	HOTEL-MOTEL FUND	218,650	111,058	107,592	51%
108	PUBLIC ART CAPITAL PROJECTS	-	-	-	
109	PARK DEVELOPMENT FUND	5,354,600	174,633	5,179,967	3%
110	CIVIC CENTER DEBT RESERVE	-	-	-	
111	STRATEGIC RESERVE FUND	648,000	-	648,000	
112	EQUIPMENT RESERVE FUND	-	-	-	
113	DONATIONS/CONTRIBUTIONS	-	2,169	(2,169)	
208	LTGO BOND REDEMPTION	1,050,163	642,794	407,369	61%
209	2000 NOTE REDEMPTION	39,000	-	39,000	
210	LID NO. 99-1 GUARANTY	97,000	-	97,000	
211	UTGO BOND REDEMPTION	265,811	47,906	217,905	18%
301	PROPERTY ACQUISITION FUND	150,000	150,000	-	100%
305	GENERAL GOVT CAPITAL IMPR	150,000	150,000	-	100%
309	IMPACT FEE TRUST	350,000	-	350,000	
310	HOSPITAL BENEFIT ZONE	2,625,000	-	-	
401	WATER OPERATING	1,256,317	877,734	378,583	70%
402	SEWER OPERATING	3,817,259	1,945,026	1,872,233	51%
403	SHORECREST RESERVE FUND	2,700	759	1,941	
407	UTILITY RESERVE	200	219	(19)	
408	UTILITY BOND REDEMPTION	2,079,159	1,170,423	908,736	56%
410	SEWER CAPITAL CONSTRUCTION	6,808,000	735,510	6,072,490	11%
411	STORM SEWER OPERATING FUND	1,040,729	270,474	770,255	26%
412	STORM SEWER CAPITAL	1,809,400	301,410	1,507,990	17%
420	WATER CAPITAL ASSETS	3,564,700	492,249	3,072,451	14%
605	LIGHTHOUSE MAINTENANCE TRUST	-	-	-	
631	MUNICIPAL COURT	-	62,260	(62,260)	
		\$ 49,263,420	\$ 14,225,984	\$ 32,412,436	29%

Expenditures as a Percentage of Annual Budget



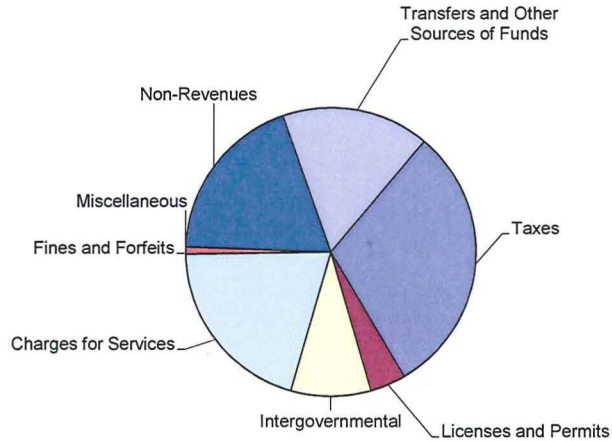
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 2013**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 5,214,301
Licenses and Permits	679,950
Intergovernmental	1,532,065
Charges for Services	3,483,468
Fines and Forfeits	7,098
Miscellaneous	126,299
Non-Revenues	3,264,736
Transfers and Other Sources of Funds	2,828,120
Total Revenues (excludes Court Pass Thru)	<u>17,136,038</u>
Beginning Cash Balance	16,265,060
Total Resources	<u>\$ 33,401,098</u>

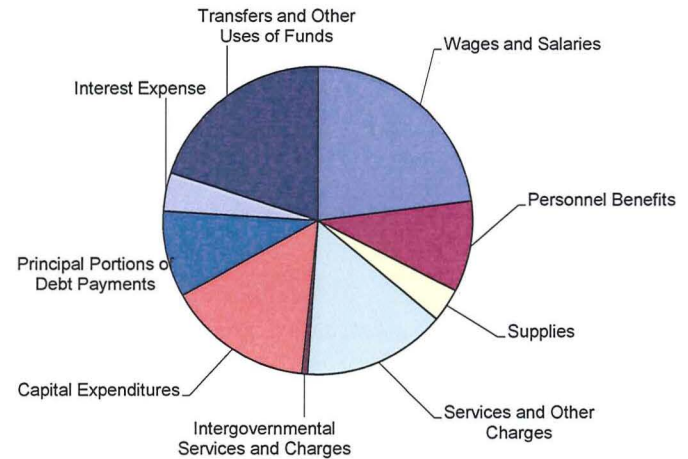
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 2013**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 3,254,023
Personnel Benefits	1,351,535
Supplies	501,761
Services and Other Charges	2,123,147
Intergovernmental Services and Charges	85,350
Capital Expenditures	2,158,665
Principal Portions of Debt Payments	1,285,646
Interest Expense	575,477
Transfers and Other Uses of Funds	2,828,121
Total Expenditures (excludes Court Pass Thru)	<u>14,163,724</u>
Ending Cash Balance	20,469,759
Total Uses	<u>\$ 34,633,483</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013

	SPECIAL REVENUE FUNDS										
	001	101	102	105	106	107	108	109	110	111	112
	GENERAL GOVERNMENT	STREET	STREET CAPITAL	DRUG INVESTIGTN	DRUG INVESTIGTN	HOTEL - MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RESERVE	STRATEGIC RESERVE	EQUIPMENT RESERVE
ASSETS											
CASH	\$ 176,766	\$ 5,916	\$ 47,801	\$ 864	2,849	\$ 8,741	\$ 9,917	\$ 13,571	\$ 25,214	\$ 117,319	\$ 16,182
INVESTMENTS	1,783,668	49,046	396,315	7,160	23,621	72,468	82,224	112,515	1,209,052	972,686	134,163
RECEIVABLES	1,307,563	2,776	51,731	-	-	32,011	-	-	312,400	-	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,267,997	57,737	495,848	8,023	26,470	113,219	92,142	126,085	1,546,666	1,090,005	150,345
LIABILITIES											
CURRENT	(106,150)	3,850	0	-	-	-	-	3,843	-	-	-
LONG TERM	70,038	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	(36,111)	3,850	0	-	-	-	-	3,843	-	-	-
FUND BALANCE:											
BEGINNING OF YEAR	2,911,662	231,907	200,727	7,836	28,209	123,796	92,075	94,749	1,474,428	1,009,217	100,236
Y-T-D REVENUES	5,540,543	543,222	1,515,387	187	20	100,481	67	202,126	72,238	80,788	50,109
Y-T-D EXPENDITURES	(5,148,096)	(721,242)	(1,220,266)	-	(1,758)	(111,058)	-	(174,633)	-	-	-
ENDING FUND BALANCE	3,304,109	53,887	495,848	8,023	26,470	113,219	92,142	122,243	1,546,666	1,090,005	150,345
TOTAL LIAB. & FUND BAL.	\$ 3,267,997	\$ 57,737	\$ 495,848	\$ 8,023	26,470	\$ 113,219	\$ 92,142	\$ 126,085	\$ 1,546,666	\$ 1,090,005	\$ 150,345

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013**

	SPECIAL REVENUE FUNDS							TOTAL SPECIAL REVENUE
	113 CONTRIBUTIONS DONATIONS	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	310 HOSPITAL BENEFIT	605 LIGHTHOUSE MAINT	631 MUNICIPAL COURT	
ASSETS								
CASH	\$ 0	\$ 19,614	\$ 13,498	\$ 141,233	\$ 300,802	\$ 228	\$ -	\$ 723,748
INVESTMENTS	\$ 2	162,616	111,913	1,170,953	2,493,929	1,888	-	7,000,550
RECEIVABLES	-	-	-	-	-	-	-	398,918
FIXED ASSETS	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-
TOTAL ASSETS	2	182,230	125,411	1,312,186	2,794,731	2,115	-	8,123,216
LIABILITIES								
CURRENT	-	-	-	208,710	-	-	-	216,403
LONG TERM	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	-	-	-	208,710	-	-	-	216,403
FUND BALANCE:								
BEGINNING OF YEAR	-	223,829	175,594	642,476	2,555,454	2,114	-	6,962,647
Y-T-D REVENUES	2,171	108,401	99,817	461,000	239,277	2	62,260	3,537,553
Y-T-D EXPENDITURES	(2,169)	(150,000)	(150,000)	-	-	-	(62,260)	(2,593,386)
ENDING FUND BALANCE	2	182,230	125,411	1,103,476	2,794,731	2,115	-	7,906,814
TOTAL LIAB. & FUND BAL.	\$ 2	\$ 182,230	\$ 125,411	\$ 1,312,186	\$ 2,794,731	\$ 2,115	\$ -	\$ 8,123,217

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013**

	208 LTGO BOND REDEMPTION	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
ASSETS					
CASH	\$ 3,352	\$ 4,295	\$ 10,290	\$ 29,747	\$ 47,684
INVESTMENTS	27,792	35,611	85,315	246,627	395,346
RECEIVABLES	-	-	-	9,424	9,424
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	31,144	39,907	95,605	285,798	452,454
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	7,782	7,782
TOTAL LIABILITIES	-	-	-	7,782	7,782
FUND BALANCE:					
BEGINNING OF YEAR	73,888	39,878	95,536	233,645	442,947
Y-T-D REVENUES	600,050	29	69	92,276	692,424
Y-T-D EXPENDITURES	(642,794)	-	-	(47,906)	(690,699)
ENDING FUND BALANCE	31,144	39,907	95,605	278,016	444,672
TOTAL LIAB. & FUND BAL.	\$ 31,144	\$ 39,907	\$ 95,605	\$ 285,798	\$ 452,454

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013**

	PROPRIETARY										TOTAL PROPRIETARY	TOTAL
	401 WATER OPERATING	402 SEWER OPERATING	403 SHORECREST RESERVE	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS			
ASSETS												
CASH	\$ 21,916	\$ 55,377	\$ 8,245	\$ 39,239	\$ 14,453	\$ 697,272	\$ 29,324	\$ 15,622	\$ 123,574		\$ 1,005,023	\$ 1,953,222
INVESTMENTS	180,877	458,300	68,362	1,329,377	119,826	5,781,042	243,123	129,525	1,026,547		9,336,978	18,516,542
RECEIVABLES	184,150	557,527	2,760	5,823	54,343	-	187,694	-	-		992,295	2,708,200
FIXED ASSETS	6,814,182	33,994,134	-	-	-	404,272	665,781	999,216	843,203		43,720,787	43,720,787
OTHER	-	-	-	-	151,566	-	-	-	-		151,566	151,566
TOTAL ASSETS	7,201,124	35,065,338	79,367	1,374,439	340,187	6,882,586	1,125,922	1,144,363	1,993,324		55,206,650	67,050,317
LIABILITIES												
CURRENT	1,013	357	-	-	1,533,364	-	29	-	40,967		1,575,731	1,685,984
LONG TERM	50,841	76,500	-	-	21,339,877	-	46,245	-	-		21,513,463	21,591,283
TOTAL LIABILITIES	51,854	76,857	-	-	22,873,241	-	46,274	-	40,967		23,089,194	23,277,267
FUND BALANCE:												
BEGINNING OF YEAR	7,423,637	35,080,096	58,506	1,366,556	(22,661,925)	5,136,783	977,824	1,212,732	1,951,531		30,545,740	40,862,996
Y-T-D REVENUES	603,367	1,853,412	21,620	8,102	1,299,294	2,481,313	372,297	233,041	493,075		7,365,520	17,136,040
Y-T-D EXPENDITURES	(877,734)	(1,945,026)	(759)	(219)	(1,170,423)	(735,510)	(270,474)	(301,410)	(492,249)		(5,793,803)	(14,225,984)
ENDING FUND BALANCE	7,149,270	34,988,482	79,367	1,374,439	(22,533,054)	6,882,586	1,079,647	1,144,363	1,952,357		32,117,457	43,773,051
TOTAL LIAB. & FUND BAL.	\$ 7,201,124	\$ 35,065,338	\$ 79,367	\$ 1,374,439	\$ 340,187	\$ 6,882,586	\$ 1,125,922	\$ 1,144,363	\$ 1,993,324		\$ 55,206,651	\$ 67,050,319

JUL 22 2013

CITY OF GIG HARBOR



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 19, 2013

The Honorable Chuck Hunter
Mayor of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mayor Hunter:

Congratulations! The Gig Harbor Wastewater Treatment Plant is receiving the 2012 "Wastewater Treatment Plant Outstanding Performance" award. The Washington State Department of Ecology (Ecology) will issue a news release recognizing the 2012 award recipients that will include the Gig Harbor Wastewater Treatment Plant.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the National Pollutant Discharge Elimination System (NPDES) permit. Of approximately 300 wastewater treatment plants statewide, yours is one of 107 that achieved full compliance with its NPDES permit in 2012.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It's not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. Ecology appreciates the extraordinary level of effort your plant operators demonstrated throughout 2012. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington's waters. This is the seventh consecutive year the Gig Harbor Wastewater Treatment Plant has received this award. Your excellent record proves that dedicated operators run the Gig Harbor Wastewater Treatment Plant and their combined efforts lead to outstanding compliance.

Please call Amy Jankowiak at (425) 649-7195 if you have any questions or comments about your award.

Thank you for the excellent service you provide. Congratulations!

Sincerely,

Kelly Susewind, P.E., P.G.

Water Quality Program Manager

cc: Darrell Winans
Steve Misiurak
Norine Landon
Jeff Langhelm





COPY

July 16, 2013

Peter Ivanovich
2920 N Commonwealth Ave Apt 120
Chicago, IL 90657-6280

RECEIVED

JUL 22 2013

CITY OF GIG HARBOR

Dear Peter:

We want to thank you for your recent improvements on your property at Harborview and Novak. Your voluntary effort has created a visual asset for the Downtown Waterfront area.

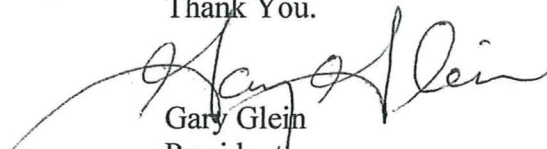


The Downtown Waterfront Alliance is a Main Street™ program with a mission to promote economic stability consistent with maintaining the historic character of Gig Harbor.

We feel citizens, merchants, property owners and the City can work together with organizations like ours to improve the downtown environment.

You have set a fine example for others.

Thank You.


Gary Glein
President
Gig Harbor Downtown Waterfront Alliance

cc: Chuck Hunter, Mayor of Gig Harbor



Pierce County

Department of Planning and Land Services

DENNIS HANBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460

August 19, 2013

RECEIVED

AUG 20 2013

CITY OF GIG HARBOR

City of Gig Harbor
Attn: Denny Richards, City Administrator
3510 Grandview Street
Gig Harbor, WA 98335

RE: 2013 Pierce County Historic Preservation Grant Funding

Dear Mr. Richards:

It is with great pleasure that I pass on the news that the Pierce County Council voted unanimously at their August 6, 2013 regular meeting to approve and fund the City's "Moorage Piling Replacement at Skansie Net Shed" project, in the requested amount of \$4,400.

This award is authorized through the County's one dollar portion of the five dollar per instrument surcharge charged by the Auditor for each document recorded under the provisions of Revised Code of Washington (RCW) 36.22.170. Enclosed please find Resolution R2013-73s approving your 2013 Pierce County Historic Preservation Grant proposal.

Again, congratulations on your selection as a Preservation Grant recipient. The Landmarks and Historic Preservation Commission is looking forward to working with your organization in the coming months as you help preserve Pierce County's rich history.

If you have questions, please contact me at (253) 798-3683, or cwillia@co.pierce.wa.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Williams".

Chad Williams
Long Range Planning

CW:cla
Enclosure



1 Sponsored by: Councilmembers Joyce McDonald and Connie Ladenburg
2 Requested by: Executive/Planning and Land Services
3
4
5

6 **RESOLUTION NO. R2013-73s**
7
8

9 **A Resolution of the Pierce County Council Accepting the**
10 **Recommendations of the Pierce County Landmarks and**
11 **Historic Preservation Commission; and Approving Grant**
12 **Proposals for the 2013 Historic Preservation Grant**
13 **Disbursement.**
14

15 **Whereas**, the County Council created the Pierce County Landmarks and Historic
16 Preservation Commission (PCLHPC) as set forth in Chapter 2.88 of the Pierce County
17 Code, to make recommendations concerning the preservation of the County's historic
18 and cultural resources; and
19

20 **Whereas**, the County Council directed the PCLHPC, adopted through Ordinance
21 No. 2007-103s, to make recommendations on funding and monitoring of projects and
22 programs that receive funding from the County's one dollar portion of the five dollar per
23 instrument surcharge charged by the Auditor for each document recorded under the
24 provisions of Revised Code of Washington 36.22.170; and
25

26 **Whereas**, the PCLHPC appropriated \$80,000 for a grant program for qualified
27 applicants with Historical Document Maintenance (HDOC) funds appropriated by the
28 Pierce County Council in budget year 2013; and
29

30 **Whereas**, the PCLHPC established, posted and distributed the Grant Application
31 Guidelines and Application form on January 31, 2013; and
32

33 **Whereas**, the public was notified of the availability of the \$80,000 grant fund for
34 applications and other information regarding the acceptance of grant applications from
35 January 31, 2013 to April 15, 2013;
36

37 **Whereas**, 23 grant applications were submitted by the deadline; and
38

39 **Whereas**, the PCLHPC provided public notice and held a meeting on May 21,
40 2013, to evaluate the grant applications; and
41



1 **Whereas**, pursuant to Section 2.88.020D. PCC, on May 21, 2013, the PCLHPC,
2 by unanimous vote (6-0), recommended the 14 grant applications listed in Exhibit A be
3 approved for funding; and

4
5 **Whereas**, the County Council has completed its review of the PCLHPC
6 recommendations; **Now Therefore**,

7
8 **BE IT RESOLVED by the Council of Pierce County:**

9
10 Section 1. The Council hereby accepts and approves the grant proposal
11 recommendations of the PCLHP listed in Exhibit A, which is attached hereto and
12 incorporated herein by reference, for the 2013 Historic Preservation Grant
13 disbursement.

14
15 ADOPTED this 6th day of August, 2013.

16
17
18 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

19
20
21
22
23
24 Denise D. Johnson
25 **Denise D. Johnson**
26 Clerk of the Council

Joyce McDonald
Joyce McDonald
Council Chair

Exhibit A to Resolution No. R2013-73s

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The Landmarks and Historic Preservation Commission held a public meeting on May 21, 2013, to evaluate 23 grant applications in detail and recommended by unanimous vote (6-0) that the following 14 grant proposals be funded in the following requested amounts:

<u>Council District</u>	<u>Level 1 Applications</u>	<u>Amounts</u>
1	Foothills Historical Society - Photographic Preservation	\$748.00
4	Tacoma Public Library – Preservation Supplies for Plans & Drawing	\$5,000.00
6	Lakewood Historical Society – Historical Markers	\$3,000.00
6	PLU Mortvedt Library –Digitizing Swedish & Norwegian Newspapers	\$5,000.00
6	Steilacoom Historical Museum Association – Museum Phase 2 Accessioning	\$5,000.00
7	Fort Nisqually Living History Museum – Public Access to Historic Records	\$4,500.00
7	Key Peninsula Historical Society – Presenting the History of Key Peninsula	\$5,000.00
7	Slavonian American Benevolent Society – Celebrating Our Croation Heritage	<u>\$5,000.00</u>
	TOTAL	\$33,248.00
	<u>Level 2 Applications</u>	
1	Town of Wilkeson – Coke Oven Park Stabilization Project	\$10,000.00
2	Ezra Meeker Historical Society – Exterior Restoration Work	\$10,000.00
3	Historic Elbe Lutheran Church – Steeple Roof Replacement	\$3,815.00
4	A Street Associates – 4th Floor Tacoma Federal Building District Courtroom Improvements	\$10,000.00
4	AFX Systems, LLC – Davies Building Roof Leak Repairs	\$7,304.20
7	City of Gig Harbor – Skansie Net Shed Moorage Piling Replacement	<u>\$4,400.00</u>
	TOTAL	\$45,519.20
	TOTAL APPLICATION FUNDING	\$78,767.20



Subject: Agreement with Kitsap County to allow incarceration of our prisoners in the Kitsap County Jail

Proposed Council Action:
Approve the attached agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD #1*

For Agenda of: September 9, 2013

Exhibits: Agreement with Kitsap County Jail

Initial & Date

Concurred by Mayor: *MD 8/13/13*

Approved by City Administrator: *R 8/13/13*

Approved as to form by City Atty: *via email*

Approved by Finance Director: *MD 8/13/13*

Approved by Department Head: *MD 8/13/13*

Expenditure	Amount	Appropriation
Required: see fiscal impacts below	Budgeted: \$100,000	required: none

INFORMATION / BACKGROUND

The agreement with Kitsap County designating the Kitsap County Jail as a confinement option for commitments and misdemeanor arrests is up for renewal. The Kitsap County Jail fee for housing an inmate for a 24-hour period is eighty-three dollars and fifty-three cents (\$83.53), compared to the Pierce County Jail which charges ninety-two dollars (\$92.00). In addition, when our officers transport an arrestee to be booked and released, what is commonly referred to as a Special Identification Process (SIP), the Kitsap County Jail charges fifty dollars (\$50.00). The cost of a SIP at the Pierce County Jail is one-hundred and sixty-eight dollars (\$168.00).

The Pierce County Jail charges a booking fee of two-hundred and twenty-five dollars (\$225.00) in addition to the daily rate of ninety-two dollars (\$92.00). The Kitsap County Jail does not charge a separate booking fee when taking arrestees into the jail.

In addition to the costs savings, the convenience of having a second commitment and detainment option, not hindered by the Narrows Bridge toll costs will be a benefit to the operational efficiency of the Gig Harbor Police Department.

The attached agreement has been reviewed and approved via email by City Attorney Angela Belbeck.

FISCAL IMPACTS

The fiscal impacts associated with the approval of this contact will be approximately \$10,000 taking into consideration what we paid the Kitsap County Jail in 2012 for services. The estimated costs of this agreement will be covered within our current jail budget of \$100,000.

RECOMMENDATION

I recommend that the City Council authorize approval of the attached agreement between the City of Gig Harbor and Kitsap County.



OFFICE OF
Steve Boyer

KITSAP COUNTY SHERIFF

614 DIVISION ST. MS-37 • PORT ORCHARD, WASHINGTON 98366 • (360) 337-7107 • FAX (360) 337-5780

July 1, 2013

City of Gig Harbor
Mike Davis, Chief of Police
3510 Grandview Street
Gig Harbor, WA 98335

RE: Contract with Kitsap County Sheriff's Office Jail

Dear Chief Davis:

Enclosed are three (3) copies of the contract between the Kitsap County Sheriff's Office Jail and the City of Gig Harbor. Please have all three (3) copies signed and return them to me in the enclosed envelope. After the Kitsap County Board of County Commissioners has approved and signed them, one copy will be returned to you with original signatures.

If you have any questions, feel free to call me at 360-307-4207 or e-mail cthurmon@co.kitsap.wa.us.

Sincerely,

Ned Newlin, Chief
Corrections Division

By
Cindy Thurmon
Administrative Specialist

4 Enclosures

KC-140-13

**KITSAP COUNTY/CITY OF GIG HARBOR
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

THIS AGREEMENT is made and entered into by and between KITSAP COUNTY, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and the CITY OF GIG HARBOR (the Contract Agency), having its principal offices at 3510 Grandview Street, Gig Harbor, Washington 98335.

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Kitsap County Sheriff's Office, Corrections Division, 614 Division Street, Port Orchard, Washington, 98366.

2. DETENTION/INCARCERATION

The County shall incarcerate persons received from the Contract Agency until the following occur:

(a) expiration of the term of confinement as indicated in a Warrant or Order of Commitment or as a result of an Order of Release, or is placed on electronic monitoring or similar program as approved by the court; or

(b) upon posting of bail; or

(c) receipt of a directive from a law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or

(d) for those held upon probable cause without judicial process upon the passage of two (2) business days; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided that the Contract Agency shall hold the County harmless as set forth in Section 19 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

3. CONTRACT REPRESENTATIVES:

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Kitsap County Sheriff's Office
Ned Newlin, Chief of Corrections
614 Division Street, MS-33
Port Orchard, WA 98366
Phone: 360-337-7107
Fax: 360-337-5780

Contract Agency: City of Gig Harbor
Mike Davis, Chief of Police
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-851-2236
Fax: 253-851-2399

4. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain prisoners set forth in Sections 9 and 10 herein, the County will accept and keep prisoners at the request of the Contract Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners. However, County agrees to notify the Contract Agency prior to any potential action by the County resulting in a change of intake standards. County further agrees to cooperate to the greatest extent possible with the Contract Agency to ensure Contract Agency's ability to incarcerate its prisoners at the county facility.

Upon acceptance of a prisoner at the request of the Contract Agency, the County shall accept and store the prisoner's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require County approval prior to acceptance and storage.

5. DEFINITIONS:

"Contract Agency Prisoner" as used in this Agreement shall mean a person arrested by Contract Agency officers and held and confined in the Kitsap County Jail, or otherwise held in detention as provided in this agreement pursuant to a violation of a Contract Agency ordinance or a violation of a state law or ordinance which designates the crime for which the person is held to be a misdemeanor, gross misdemeanor, or felony

(see RCW 70.48.400). A prisoner arrested on a warrant issued by another jurisdiction within Kitsap County or for charges initiated by a non-Contract Agency officer, shall be the responsibility of the originating agency. Arrests made by Contract Agency officers on extraditable warrants issued by agencies outside Kitsap County will be considered County prisoners. Non-contracting agencies will not be factored when calculating "shared cost".

"Bed-Day" shall mean a consecutive 24-hour period that a Contract Agency Prisoner is in custody at the county jail, including a prisoner's booking into the county jail.

"Shared Bed-Day" shall refer to the circumstance when a Contract Agency Prisoner is held in custody at Kitsap County Jail pursuant to this agreement at the same time the prisoner is being held by another Contract Agency and/or the County including periods of time less than 24 hours. Non-contract agencies will not be factored when calculating "shared bed-days."

"Fractionalized Cost" shall occur in the event of a shared bed-day. The bed-day shall be apportioned on an equal basis between the respective jurisdictions having custody of the prisoner. For example, if two different Contract Agencies and the County have custody of a prisoner at the same time during any 24-hour period, then each respective jurisdiction would be responsible for a 33 1/3% share of the bed-day. Non-contracting agencies will not be factored when calculating "fractionalized cost".

"Fractionalized Bed-Day" occurs when a Contract Agency Prisoner is not held in custody for a full bed-day. The Contract Agency shall be assessed according to the length of time the prisoner is in custody. Assessments shall be determined in 1/2 day increments. For example, if a Contract Agency Prisoner's stay is from 2000 hrs on January 1 to 0800 hrs on January 2, the total elapsed time would be 12 hours or 1/2 of a bed-day. A fractionalized bed-day may still be considered a shared bed-day if two or more jurisdictions have custody of a prisoner at the County facility at the same time.

6. COMPENSATION FROM CONTRACT AGENCY:

(a) Base Rate for Housing. In return for the County's housing of a Contract Agency Prisoner, the Contract Agency shall pay the County eighty-three dollars and fifty-three cents (\$83.53) for every 24-hour period, or portion thereof, that said prisoner is in the custody of the County, and as outlined under subsection (d) "Split Billing", below. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the Contract Agency resumes custody, or the prisoner is released.

(b) Determination of Case Status. The Kitsap County Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies. The Contract Agency shall not be responsible for the base rate for housing prisoners on any cases charged as a felony by the Prosecutor. If the Prosecutor makes the determination that a case is a misdemeanor/gross misdemeanor, such cases will be referred to the Contract Agency for filing in the appropriate court of limited jurisdiction.

(c) Billing. The County will bill the Contract Agency on or about the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

(d) Split Billing. In the event of a shared bed-day, the daily bed rate will be apportioned as defined in Section 5.

(e) Base Rate for Booking and Releasing. In return for the County providing a service to book and release a prisoner of the Contract Agency in order to have the arrest documented on the criminal history of the prisoner, the Contract Agency shall pay the County fifty dollars (\$50). As long as the prisoner is not in the facility over twelve (12) hours, this rate will be used.

(f) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 7.

7. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody of a Contract Agency Prisoner to the County, the County will provide or arrange for such medical, mental health and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the policies and rules of the County jail. The County contracts with Conmed Healthcare, Inc. for in-house medical and mental health care in the jail. The costs of these services are included in determining the above-stated daily per diem rates charged to the Contract Agency.

(b) Cost Responsibility – Outside Medical Costs. Outside Medical costs are any and all expenses incurred for necessary medical care of a Contract Agency Prisoner, excluding the in-house professional medical services provided for under Section 7(a) above. These costs include, but are not limited to, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral. The Contract Agency shall be responsible for its proportion of all outside medical costs for its prisoners as provided herein. For purposes of medical costs and treatment, the Contract Agency Prisoners are defined as all arrestees, pre-sentencing misdemeanants and felon, and post-sentencing misdemeanants. The Contract Agency shall also be responsible for its proportion of all costs associated with the delivery of medical, mental health, and dental services provided to a Contract Agency Prisoner that are not available from the health care program within the County jail, and for all emergency medical services, wherever provided. These costs shall be paid directly to the County, as directed by the County.

Prisoners arrested and confined on warrants issued in Kitsap County shall be the responsibility of the originating agency. Medical costs and treatment for prisoners arrested by Contract Agency officers on extraditable warrants issued by agencies outside Kitsap County will be the responsibility of Kitsap County.

(c) Emergency, Non-emergent and Non-hospital Care outside the Jail - Notification. For emergency care, the County will notify the Contract Agency within four (4) business hours of transport (Monday through Friday, from 8 a.m. to 5 p.m. PST). For non-emergent and non-hospital care outside of the jail, the County will notify the Contract Agency before noon on the next business day. In either case, the Contract Agency will be notified as follows:

During business hours, contact in the following order:

- Gig Harbor Court Administrator, Stacy Colberg at 253-853-7619; if not available then,
- Gig Harbor Municipal Court at 253-851-7808

After business hours, contact:

- Gig Harbor Court Administrator, Stacy Colberg at 253-514-7533 (cell phone)

(d) Pre-Confinement Consents or Refusals. If a Contract Agency Prisoner has received or refused any medical, mental health or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.

(f) Records. The County shall keep records of all medical, mental health or dental services it provides to a prisoner as required by law. The County agrees to share all information, including insurance information, regarding a Contract Agency inmate, as allowed by law.

(g) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this Agreement. Nothing contained within the provisions of this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Washington State Department of Social and Health Services, from the prisoner, or any other responsible third party.

8. TRANSPORTATION OF CONTRACT AGENCY PRISONERS:

(a) The Contract Agency shall provide or arrange for transportation of its prisoners to and from the County jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the County jail.

(b) Transport with Costs. The Contract Agency shall be responsible for transportation of all its prisoners to the County jail for initial booking. When the Contract Agency has its own Court, then the Contract Agency shall be responsible for transportation of all its prisoners from the jail facility for all appearances in the Court. In the event the Contract Agency cannot provide transportation noted herein and the County performs the transportation on behalf of the Contract Agency, the Contract Agency shall reimburse the County for transportation performed by the County at the Standard Mileage Rates as set by the Internal Revenue Service and \$40.00 per hour for the cost of personnel.

(c) Contract Agency Transport. The Contract Agency shall provide reasonable notice to the County prior to transporting a prisoner from the County jail. Except as limited by Section 8(a), the Contract Agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

9. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. Custody of a Contract Agency Prisoner shall be deemed transferred to the County when officers from the Kitsap County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if held by the Contracting Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner except as set forth in Section 4 above. The Contract Agency's officers, when transporting a prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

Upon presentation of an individual for confinement, or as soon thereafter as is practicable, the Contract Agency shall advise the staff of the County jail of the duration or other terms of confinement of a given individual. The Contract Agency shall provide a copy of any Warrant of Arrest or Order of Commitment.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to ensure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 19 for any claim or action resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

When custody of a Contract Agency Prisoner is transferred to the County, the Contract Agency Prisoner shall be subject to all applicable rules, regulation and standards governing operation of the County jail, including any emergency security rules imposed by the jail administrator or Sheriff. Any Contract Agency police officer delivering a prisoner to the County jail shall comply with reasonable rules and regulations of the County jail.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 12 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 7 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contracting Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

10. RIGHT TO REFUSE PRISONER:

The County shall have the right to refuse to accept any Contract Agency Prisoner who appears in need of medical, mental health or dental attention, until the Contract Agency has provided medical, mental health or dental treatment to the prisoner to the satisfaction of the County.

11. RELEASE, HOLDS AND COURT APPEARANCES:

In order to appear before a court of the Contract Agency using video court, there must be an active hold in place that is continuously maintained from the time the charge is initially added to the prisoner's booking. If the court of the Contract Agency has no hold, or releases its hold on a charge for a prisoner who is still incarcerated at the jail, the jail will no longer allow video court appearances to occur between the prisoner and the court for that charge. If a Contract Agency court orders that the prisoner appear without a jail hold, it is the responsibility of the Contract Agency to facilitate movement of the inmate for court appearances outside of the jail. Notwithstanding the above, an appearance before a court of the Contract Agency using video court may be held when there is no active hold in place under the following circumstances:

(a) when morning video arraignments/hearings are continued to an agreed upon date by the parties involved due to time restrictions for the hearings imposed by the jail,

(b) when an inmate will miss a mandatory municipal court hearing due to his or her incarceration on a non-related matter, or

(c) at any other time and for any other reason with the prior approval of the County.

12. REMOVAL FROM JAIL - OTHER GROUNDS:

Contract Agency Prisoners may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request by a supervisory member of the Contract Agency for transfer of custody back to the Contract Agency.

(b) Court Order. By order of a court having jurisdiction over the Contract Agency Prisoner. In such case, transport, if any, will be pursuant to Section 8 above.

(c) Treatment Outside of Jail. For medical, mental health, dental treatment or any other care not available within the County jail.

(d) Catastrophe. In the event of any catastrophic condition occurring that poses eminent danger to the safety of the prisoner(s) or personnel of the County, the decision to remove prisoners will be at the sole discretion of the County. In such cases, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

13. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event this Agreement expires or is terminated by a notice of termination from the County in accordance with Section 23 below, it shall be the County's obligation to transport the Contract Agency's Prisoners to the Contract Agency, at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event this Agreement expires or is terminated by a notice of termination from the Contract Agency in accordance with Section 23 below, it shall be the Contract Agency's obligation to transport the Contract Agency's Prisoners at its own expense, on or before the effective date of such termination.

14. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. Contract Agency Prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to Contract Agency Prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to Contract Agency Prisoner confined pursuant to this Agreement as applied to other prisoners confined to the Jail.

(b) Prisoner Accounts. The County shall establish and maintain an account for each Contract Agency Prisoner and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for personal needs.

(c) Programs. The County shall provide Contract Agency Prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

(d) Serve Time Outside of Facility. Contract Agency Prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

15. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. The Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its prisoners are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

16. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency Prisoner from the County jail, the Contract Agency will be notified as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

(b) Deaths.

- (1) In the event of a death of a Contract Agency Prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Kitsap County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation.
- (2) The County shall, subject to the authority of the Kitsap County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall be responsible for all such expenses. This paragraph defines the obligations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith. Notwithstanding the above, all expenses related to the death of a Contract Agency Prisoner in the County jail resulting from physical injuries incurred while under the care, custody and control of the County shall be the responsibility of the County.

17. POSTING OF BAIL:

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be promptly forwarded to the proper agency.

18. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each Contract Agency Prisoner consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

19. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:

(a) The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

- (1) the Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents;
- (2) wrongful detention of a Contract Agency Prisoner as a result of the Contract Agency's actions;
- (3) failure or refusal to timely release a Contract Agency Prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from:

- (1) the County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;
- (2) wrongful detention of a Contract Agency Prisoner as a result of the County's actions;
- (3) the County's failure or refusal to timely release a Contract Agency Prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

Solely for the purposes of this indemnification provision, the Contract Agency expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually agreed upon by the parties.

(c) Insurance Requirement. The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of **Section 19, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE** shall survive the termination or expiration of this Agreement.

20. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

21. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Kitsap County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

22. DURATION:

The initial term of this Agreement shall be effective from January 1, 2013 through December 31, 2013 unless another date is substituted pursuant to Section 26, or the agreement is terminated earlier pursuant to Section 23. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

23. TERMINATION:

This Agreement may be terminated for the convenience of either party prior to expiration by written notice from such party delivered by regular mail to the designated representative at the address set forth herein. Termination by said notice shall become effective one hundred twenty (120) days after receipt of such notice. For the information of the other party, but not as a condition affecting the effectiveness of the notice, the notice shall set forth the reason the party has decided to terminate the Agreement and the specific plan for accommodating Contracting Agency Prisoners to be affected, if any.

24. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

25. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

26. MODIFICATION: This Agreement may only be modified by written instrument signed by both Parties.

27. GOVERNING LAW/VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Kitsap County Superior Court.

28. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

29. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

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DATED this ____ day of _____, 2013.

CITY OF GIG HARBOR

Chuck Hunter
Mayor

ATTEST:

Molly Towslee
City Clerk

DATED this ____ day of _____, 2013.

KITSAP COUNTY SHERIFF'S OFFICE

Ned Newlin
Chief of Corrections

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

DATED this ____ day of _____, 2013.

JOSH BROWN, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



Subject: Approval of an agreement with Pierce County DEM to provide support in the event of a major emergency or disaster.

Proposed Council Action: Authorize the Mayor to approve and execute the attached agreement.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis 
For Agenda of: September 9th, 2013
Exhibits:

Initial & Date

Concurred by Mayor: CUH 9/3/13
Approved by City Administrator: Z 8/26/13
Approved as to form by City Atty: Via Email
Approved by Finance Director: DR 8/26/13
Approved by Department Head: [Signature] 8/23/13

Expenditure	Amount	Appropriation
Required \$6,180.00	Budgeted \$6,180	Required \$0

INFORMATION / BACKGROUND

The city desires to have access to the extensive emergency management resources available from the Pierce County Department of Emergency Management (PCDEM).

In addition to the extensive knowledge base available from PCDEM, the city will have access to state of the art equipment and training which will help to ensure we are prepared for large emergency situations requiring the use of the Incident Command System (ICS).

PCDEM will also coordinate the federally mandated updates to our Emergency Management and All-Hazards Mitigation Plans.

FISCAL CONSIDERATION:

This is an approved 2013 budget allocation of \$6,180 contained within the Police 2013 Budget objectives.

RECOMMENDATION / MOTION

Move to: Authorize the mayor to approve the attached Agreement for Emergency Management with PCDEM.

Davis, Michael L

From: Maureen Jenner <mjenner@co.pierce.wa.us>
Sent: Wednesday, August 21, 2013 9:57 AM
To: Davis, Michael L
Cc: Lowell Porter; Woodcock, Jody; Hill, Veronica
Subject: Agreement with Pierce County DEM
Attachments: con Gig Harbor 13-13.doc

Dear Chief Davis,

I have made the corrections requested on the Pierce County DEM emergency management agreement. Please print out two (2) original copies and have all appropriate city officials sign and return both (2) originals to: Pierce County Department of Emergency Management, Attn: Maureen Jenner, 2501 S 35th St Suite D Tacoma, WA. 98409. One original set will be returned to you upon completion of all signatures.

Thank you

Maureen Jenner
Accounting Assistant
Pierce County Emergency Mgmt
2501 S 35th Street #D
Tacoma WA 98409
mjenner@co.pierce.wa.us
253-798-4911 Work
253-370-0911 Cell
253-798-3307 Fax

AGREEMENT FOR EMERGENCY MANAGEMENT

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Duration. The duration of this agreement shall be that period commencing on January 1, 2013 through 31st day of December, 2013, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

4. Services. County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachment "A" to this document.

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.85 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment in the amount of \$6,180.00 is due and payable upon full execution of contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County : Pierce County
Department of Emergency Management
Director
2501 S 35th St #D
Tacoma, WA 98409-7405

If to City of Gig Harbor: City of Gig Harbor
Denny Richards, City Administrator
3510 Grandview St
Gig Harbor, WA 98335

7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

8. Hold Harmless and Indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of the indemnifying party's negligence. Each party shall promptly notify the other of any such claim.

9. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and

supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

10. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in chapter 38.52 RCW,

11. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.
Date this _____ day of _____, _____.

PIERCE COUNTY

CITY OF GIG HARBOR

Approved:

By _____ Date _____
Prosecuting Attorney
(as to form only)

By _____ Date _____
Denny Richards
City Administrator, City of Gig Harbor

Attest:

By _____ Date _____
Budget and Finance

By _____ Date _____
City Clerk

Approved:

By _____ Date _____
Lowell Porter
Director

By _____ Date _____
City Attorney (as to form only)

ATTACHMENT "A"

City of Gig Harbor

2013 Annual Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide (3) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.
10. Provide access to the County's Portal, restricted to City's Law Enforcement and Emergency Response staff only.

Note: Optional services that may be requested for additional compensation by the City and provided by the County may include but not be limited to the Natural Hazard Mitigation Plan of Disaster Mitigation Act of 2000 (DMA2K) and the Pierce County Neighborhood Emergency Team (PC NET) Program.



Subject: Resolution – Surplus Equipment

Dept. Origin: Information Services

Proposed Council Action:

Prepared by: Heidi Othman

Adopt Resolution No. 935
Surplusing the city-owned equipment.

For Agenda of: September 9, 2013
Exhibits: Resolution

Initial & Date

Concurred by Mayor:

CSH 9/3/13

Approved by City Administrator:

R 8/29/13

Approved as to form by City Atty:

Approved by Finance Director:

OR 8/29/13

Approved by Department Head:

[Signature] B.26

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

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 935 surplusing this city-owned equipment.

RESOLUTION NO. 935

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Asset #
Dell Optiplex GX520 Dell Optiplex 745 Dell Precision 690 Dell Latitude D630 Laptop Dell Optiplex GX520 Dell Optiplex GX520 Dell Precision 690	1 1 1 1 1 1 1	4hqwr91 5pwlpc1 8jg1jd1 Dywgzf1 Fg04k81 95xdh81 1g21fc1	01339 01459 01468 01631 01442
<u>Miscellaneous Items:</u> UPS-Uninterruptable Power Supply units Miscellaneous cell phone power cords Arch Pager Sprint Cell Phones TDK Audio Cassettes	7 1 54 200		

	Printers Dymo Labelwriter 400	1	-93176-2028874	
	Monitors: Dell 1702fp	1	Mx08g15247605210a vnv	00950

PASSED ON THIS 9th day of September, 2013

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 08/26/13
PASSED BY THE CITY COUNCIL: 09/09/13
RESOLUTION NO. 935



Subject: Grant Agreement with RCO for the PlayZone Integrated Playground at City Park.

Proposed Council Action: Approve and authorize the Mayor to execute a contract (Project Agreement) with RCO for the PlayZone Integrated Playground at City Park.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *LD*
Special Projects

For Agenda of: September 9, 2013

Exhibits: Agreement

	Initial & Date
Concurred by Mayor:	<i>CCH 9/3/13</i>
Approved by City Administrator:	<i>R 8/23/13</i>
Approved as to form by City Atty:	<i>deja phone</i>
Approved by Finance Director:	<i>ST-PBK</i>
Approved by Department Head:	_____

Expenditure Required	\$361,200	Amount Budgeted	\$361,200	Appropriation Required	-0-
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INFORMATION / BACKGROUND

The City applied for and was awarded a \$180,000 grant from the Washington State Recreation and Conservation Office (RCO) to construct the Gig Harbor PlayZone Integrated Playground at City Park. It will provide a new inclusive play environment, accessible paths and play equipment with a maritime-theme representing the fishing heritage of Gig Harbor. (See attached contract.) The Playzone Committee raised \$81,200 and the City committed up to \$100,000 in parks funds to replace the old deteriorating play structure that was removed from City Park.

FISCAL CONSIDERATION

\$361,200 is identified in the 2013 Parks Budget Item #1. This is a reimbursement grant.

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission and Arts Commission reviewed and are in full support of the project. City Council passed Resolution #899 in support of the original request for RCO funds in April of 2012.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a contract (Project Agreement) with RCO for the PlayZone Integrated Playground at City Park.



**WWRP Project Agreement
Outdoor Recreation Account**

Project Sponsor: City of Gig Harbor

Project Number: 12-1509D

Project Title: Gig Harbor PlayZone Integrated Playground

Approval Date: 7/1/2013

A. PARTIES OF THE AGREEMENT

This project grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor (sponsor), 3510 Grandview St, Gig Harbor, WA 98335 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The City of Gig Harbor will use this grant to construct the Gig Harbor PlayZone Integrated Playground. It will provide a new inclusive play environment, accessible paths and play equipment with a maritime-theme representing the fishing heritage of Gig Harbor. The primary recreation opportunity provided by this project is active recreation.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on July 1, 2013 and end on November 30, 2014. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement or specifically provided for by RCFB and/or SRFB policy or WAC.

Requests for time extensions are to be made at least 60 days before the Agreement end date. If the request is made after the Agreement end date, the time extension may be denied.

The sponsor has obligations beyond this period of performance as described in Section E.

E. ON-GOING OBLIGATION

For development/renovation projects the project sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see section 23) that all areas developed with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$180,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
RCFB - WWRP - Local Parks	49.83%	\$180,000.00
Project Sponsor	50.17%	\$181,200.00
Total Project Cost	100.00%	\$361,200.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, as now existing or hereafter amended, including the sponsor's application, eligible scope activities, project milestones, and the Standard Terms and Conditions of the project Agreement, all of which are incorporated herein.

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such amendment/deletions must be signed by both parties except the RCO director may unilaterally make amendments to extend the period of performance. Period of performance extensions need only be signed by RCO's director or designee.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.15 RCW, Chapter 286 WAC, and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. SPECIAL CONDITIONS

None

J. FEDERAL FUND INFORMATION

(none)

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications and notices under this Agreement will be addressed and sent to at least the mail address or the email address listed below if not both:

Project Contact

Name: Lita Dawn Stanton
Title:
Address: 3510 Grandview St
Gig Harbor, WA 98335
Email: StantonL@cityofgigharbor.net

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This Agreement, for project 12-1509D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until executed by both the Sponsor and the RCO. Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D above are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor/s has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Gig Harbor

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington

On behalf of the Recreation and Conservation Funding Board (RCFB)

By: _____

Date: _____

Kaleen Cottingham
Director

Pre-approved as to form:

By: _____ /s/ _____

Date: June 7, 2013

Assistant Attorney General

**Standard Terms and Conditions
of the Project Agreement**

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 12-1509D

Project Title: Gig Harbor PlayZone Integrated Playground

Approval Date: 7/1/2013

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition** - The purchase of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement** - The accord accepted by all parties to the present transaction; this Agreement, any supplemental Agreements, any amendments to this Agreement and any intergovernmental Agreements.
- applicant** - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding Board.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
- asset** - Equipment purchased by the sponsor or acquired or transferred to the sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, including but not limited to vehicles, computers or machinery.
- cognizant or oversight agency** - Federal agency responsible for ensuring compliance with federal audit requirements.
- contractor** - Shall mean one not in the employment of the sponsor who is performing all or part of the eligible activities for this project under a separate Agreement with the sponsor. The term "contractor" and "contractors" means contractor(s) in any tier.
- development** - The construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation, salmon recovery or habitat conservation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- elements, items and worktypes** - Components of the funded project as provided in the project description.
- funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
- grantee** - The organizational entity or individual to which a grant (or cooperative agreement) is awarded and signatory to the Agreement which is responsible and accountable both for the use of the funds provided and for the performance of the grant-supported project or activities.
- landowner agreement** - A landowner agreement is required between a SRFB and/or RTP project sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- lower tier participant** - refers to any sponsor receiving a federal grant through RCO. Lower tier participants also refer to any grantee, subgrantee, or contractor of any grantee or subgrantee from the original sponsor funded by RCO.
- milestone** - An important event with a defined deadline for an activity related to implementation of a funded project.
- period of performance** - The time period specified in the Agreement, under Section D, period of performance.
- project** - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.
- RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.
- reimbursement** - Payment of eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.
- renovation** - The activities intended to improve an existing site or structure in order to increase its service life or functions. This does not include maintenance activities.
- restoration** - Bringing a site back to its original function as part of a natural ecosystem or improving the ecological functionality of a site.
- RTP - Recreational Trails Program** - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.
- secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.
- sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.
- subgrantee** - The government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor, and secondary sponsor where applicable, shall undertake the project as described in this Agreement, post evaluation summary, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 31.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the Recreation and Conservation Office.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the State, its agents, officers, employees, subcontractors or vendors, of any tier, or any other persons for whom the State may be legally liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its agents, officers, employees, subcontractors and or vendors, of any tier, or any other persons for whom the State may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any subcontractor and vendor, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal,

state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION 8. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.
- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 1. The percentage of the total costs of the project that is financed with federal money ;
 2. The dollar amount of federal funds for the project; and
 3. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources .

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

Endangered Species

For habitat restoration projects funded in part or whole with federal funds administered by the SFRB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 CFR 223.203 (b)(8), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Nondiscrimination Laws

The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

Wages and Job Safety

The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the Davis-Bacon Act, and other federal laws, and the rules and regulations of the Washington State Department of Labor and Industries.

Archaeological and Cultural Resources

The RCO reviews all applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must comply with Executive Order 05-05 or the National Historic Preservation Act before initiating ground disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of

Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50

Restrictions on Grant Use

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 10. HAZARDOUS SUBSTANCES

- A. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in Chapter 70.105D.020 (10) RCW, and certify:
 - 1. No hazardous substances were found on the site, or
 - 2. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- B. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- C. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

SECTION 11. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 17(C) below. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to records and data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to chapter 42.56 RCW and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in chapter 42.56 RCW. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 12. TREATMENT OF ASSETS

- A. Assets shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the asset(s) for the purpose for which it was funded, RCO will require the sponsor to deliver the asset(s) to RCO, dispose of the asset according to RCO policies, or return the fair market value of the asset(s) to RCO. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. The sponsor shall be responsible for any loss or damage to assets which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that asset in accordance with sound management practices.

SECTION 13. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 14. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 15. DEBARMENT CERTIFICATION

A. For Federally Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the Office of Inspector General Suspension and Debarment List at <http://www.gsaig.gov/index.cfm?LinkServID=C4C89080-D2BE-D29A-96355D44A13E4356>.

The sponsor (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that the above certification was not correct when submitted or has become erroneous by reason of changed circumstances.

B. For State Funded Projects

By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list at <http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>

SECTION 16. PROJECT FUNDING

- A. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- B. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the period of performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 17. PROJECT REIMBURSEMENTS

- A. This contract is administered on a reimbursement basis. The sponsors may only request reimbursement after eligible and allowable costs have already been paid by the sponsor and remitted to their vendors. RCO will then reimburse the sponsor for those costs based upon RCO's percentage as defined in Section F of the Project Agreement of the amount billed to RCO. RCO does not reimburse for donations which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- C. Compliance and Retainage. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents are complete and submitted to RCO;
 - 5. A final reimbursement request is submitted to RCO;
 - 6. The completed project has been accepted by RCO;
 - 7. Final amendments have been processed; and
 - 8. Fiscal transactions are complete.

9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.

- D. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

SECTION 18. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to grants approved by the SRFB and must comply with SRFB policy. See WAC 420-12-060 (5).

SECTION 19. RECOVERY OF PAYMENTS

In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 20. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 21. PROVISIONS APPLYING TO DEVELOPMENT, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for development, renovation and restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all development, renovation, restoration or construction plans and specifications to RCO for review prior to implementation. Review and approval by RCO will be for compliance with the terms of this Agreement.
- B. Contracts for Development, Renovation, or Restoration. Sponsors must have a procurement process that follows applicable state and/or required federal procurement principles. If no such process exists the sponsor must follow these minimum procedures: (1) publish a notice to the public requesting bids/proposals for the project (2) specify in the notice the date for submittal of bids/proposals (3) specify in the notice the general procedure and criteria for selection; and (4) comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.
- C. Contract Change Order. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- D. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long term lease, easement, or fee simple ownership) for the land proposed for development, renovation or restoration. The documentation must meet current RCO requirements.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:
- "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."*
- F. Use of Best Management Practices. Project sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. The best management practices are described in three documents: "Stream Habitat Restoration Guidelines: Final Draft", 2004; "Design of Road Culverts for Fish Passage", 2003; and "Integrated Streambank Protection Guidelines", 2002. These documents and other information can be found on the AHG website.

SECTION 22. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of interest in real property (including easements) for outdoor recreation, habitat conservation, salmon recovery purposes, or farmland preservation:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. Document securing long-term rights for the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance
1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with section 9 - Archaeological and Cultural Resources before structures are removed or demolished.

SECTION 23. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property or facility acquired, developed, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation, or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 24. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

For acquisition, development, renovation and restoration projects, sponsors must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.

D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

For acquisition, development, renovation and restoration projects, facilities open and accessible to the general public must:

- E. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 25. INCOME AND INCOME USE

A. Income.

- 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
- 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.25.210 RCW).

B. Income use. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:

- 1. The sponsor's matching funds;
- 2. The project's total cost;
- 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
- 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
- 5. Capital expenses for similar acquisition and/or development.

SECTION 26. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 27. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 28. LIABILITY INSURANCE REQUIREMENTS FOR FIREARMS AND ARCHERY RANGE SPONSORS

- A. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. REQUIREMENTS OF THE NATIONAL PARK SERVICE

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. FARMLAND PRESERVATION ACCOUNT

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement.

- Section 8 - Acknowledgement and Signs,
- Section 10 - Hazardous Substances,
- Section 14 - Stewardship and Monitoring
- Section 22 - Provisions Applying to Acquisition Projects, Sub-sections F and G.
- Section 23 - Restriction on Conversion of Real Property and/or Facilities to Other Uses,
- Section 24 - Construction, Operation, Use and Maintenance of Assisted Projects, Sub-sections E, F, G, and
- Section 25 - Income and Income Use

SECTION 31. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including RCO/funding board policies and procedures, applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project agreement including attachments;
- C. Special Conditions;
- D. Standard Terms and Conditions of the Project Agreement.

SECTION 32. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions and minor scope adjustments need only be signed by RCO's director or designee.

SECTION 33. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 34. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 35. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 36. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 37. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board

- A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
- i. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 - ii. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 38. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 39. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 40. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this Agreement is between the funding board and a federally recognized Indian Tribe, the following governing law/venue applies:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal or tribal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F- Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 41. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: City of Gig Harbor
Project Title: Gig Harbor PlayZone Integrated Playground
Program: WWRP - Local Parks

Project Number: 12-1509
Project Type: Development
Approval: 7/1/2013

Project Metrics

Sites Improved

Project acres developed: 0.00
 Project acres renovated: 0.15

Development Metrics

Worksite #1, Gig Harbor PlayZone Integrated Playground

General Site Improvements

Install fencing/barriers

4'5" high

Play Areas

Playground development

Number of play areas:

1 new, 0 renovated

The project is within an existing playground area, but all the play structures and elements will be new.

Number of climbing walls/rocks:

0 new, 0 renovated

Select the play area surface material type:

Other, Recycled rubber, Rubber matting/tiles

Site Preparation

General site preparation

The site is less than an acre. It is 6,572 sf

Cultural Resources

Cultural resources

Existing playground with annual ground disturbance maintained for playground safety.

The existing site has ground disturbance with safety maintenance that is required through the Playground Safety compliance laws. The area is 6,572sf

Permits

Obtain permits

Minor site plan review

Minor Site Plan Review

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 12-1509 D
 Project Name: Gig Harbor PlayZone Integrated Playground
 Sponsor: Gig Harbor City of
 Project Manager: Karl Jacobs

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/01/2013	
X		Design Initiated	07/01/2013	
X	!	Cultural Resources Complete	07/01/2013	This project has been deemed exempt from Governor's Executive Order 05-05 Archaeological and Cultural Resources Consultation as described in Section 9 of this project agreement. No further cultural resource investigation is required. DAHP Log No: 06101
		60% Plans to RCO	01/31/2014	
		Applied for Permits	01/31/2014	
		SEPA/NEPA Completed	02/28/2014	
		All Bid Docs/Plans to RCO	02/28/2014	
		Bid Awarded/Contractor Hired	03/31/2014	
	!	Progress Report Submitted	03/31/2014	
	!	Construction Started	04/30/2014	
		RCO Interim Inspection	06/30/2014	
		50% Construction Complete	06/30/2014	
	!	Annual Project Billing	07/31/2014	
		90% Construction Complete	07/31/2014	
		Funding Acknowl Sign Posted	08/31/2014	
		Construction Complete	08/31/2014	
		RCO Final Inspection	09/15/2014	
		Final Billing to RCO	09/30/2014	
		Final Report in PRISM	10/31/2014	
	!	Agreement End Date	11/30/2014	

X = Milestone Complete

! = Critical Milestone



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

Subject: Visitor Information Center Painting Project – Small Public Works Contract Award

Dept. Origin: Public Works/Operations

Proposed Council Action:

Award and authorize the Mayor to execute a Small Public Works Contract with Alpha & Omega General Contracting LLC in the amount of \$4,817.40 for re-painting of the exterior of the Visitor Information Center and authorize the Public Works Superintendent to approve additional expenditures up to \$500 to cover any cost increases that may result from contract change orders due to the nature of this project.

Prepared by: Marco Malich
Public Works Superintendent

For Agenda of: September 9, 2013

Exhibits: Public Works Contract

	Initial & Date
Concurred by Mayor:	<i>CLH 9/3/13</i>
Approved by City Administrator:	<i>R 9/3/13</i>
Approved as to form by City Atty:	<i>email 8-26-13</i>
Approved by Finance Director:	<i>OP 9/3/13</i>
Approved by Department Head:	<i>APC 9/3/13</i>

Expenditure Required	\$5,317.40	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In 2012, the City budgeted funds for the re-painting of the Visitor Information Center. Due to inclement weather conditions, the project was not awarded. The 2013 City Buildings Operating, Repairs and Maintenance budget provides sufficient funds to cover the cost of this work.

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from all Exterior Painting Contractors on the Facility Construction, Repair & Maintenance Small Works Roster and obtained the following eight (8) quotes to complete the Scope of Work:

Alpha & Omega General Contracting	\$4,817.40
Chuck West Construction	\$6,199.96
Stetz Construction	\$6,894.09
Saxon Painting	\$7,138.43
Floodex Inc.	\$9,868.04
Lower 48 Contracting/Painting	\$10,730.65
Ocean Rooter Services	\$13,237.00
Long Painting Company	\$17,604.13

FISCAL CONSIDERATION

The 2013 Buildings Operating Repairs and Maintenance budget provides sufficient funds to complete this work.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Small Public Works Contract with Alpha & Omega General Contracting LLC in the amount of \$4,817.40 for re-painting of the exterior of the Visitor Information Center and authorize the Public Works Superintendent to approve additional expenditures up to \$500 to cover any cost increases that may result from contract change orders due to the nature of this project.

CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Alpha & Omega General Contracting LLC, a Limited Liability Company (the "Contractor").

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City. All work shall be completed no later than 30 days from the date of commencement stated in the Notice to Proceed.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Four Thousand Four Hundred and Forty Dollars and Zero Cents (\$4,440.00), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Four Thousand Eight Hundred and Seventeen Dollars and Forty Cents (\$4,817.40).

4. Retainage. [This section intentionally left blank.]

5. Performance and Payment Bond. [This section intentionally left blank.]

6. Warranty/Maintenance Bond. [This section intentionally left blank.]

7. Indemnity.

A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or in connection with the performance of

this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of

Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

11. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to

the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

15. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement. This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

MAYOR CHARLES L. HUNTER
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A
CITY FACILITIES
VISITOR INFORMATION CENTER PAINTING
SCOPE OF WORK
July 23, 2013

PROJECT REQUIREMENTS:

Quote Due Date - Bid proposals will be received by Terri Reed at the City of Gig Harbor only by means of email (ReedT@cityofgigharbor.net) or delivered to the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington, 98335, **no later than 4:00 p.m., Friday, August 2, 2013**. Bid proposals received after the time fixed for opening will not be considered and email "sent" times and postmarks will not be accepted.

Before submitting a price quotation proposal, prospective respondents shall be responsible to examine the site of the work and determine for themselves all of the physical conditions in relation to this project.

Exterior Lead Paint Sampling - Technical Memorandum dated October 17, 2012 provided as a reference of presence of lead paint on the exterior of the building. Contractors working on the exterior of the building shall possess a certificate of Lead in Construction or lead awareness-level training along with current refresher certification, if applicable. Training shall be in accordance with 29 CFR 1926.62 and WAC 296-155-176. The Contractor must also possess a Lead Renovation, Repair, and Painting (RRP) certification and registration with the State of Washington to ensure workers have been trained to adequately handle and cleanup deteriorated lead-based paint.

Contractor shall provide a copy of EPA or State lead training certificate to the City, inform the City what lead-safe methods will be used to perform the job and keep records to demonstrate that workers have been trained in lead-safe work practices and follow lead-safe work practices on the job.

City Contract – Sample City contract provided for reference as to contract requirements, including insurance and prevailing wage requirements.

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

PROJECT DESCRIPTION:

This project provides for the re-painting of the City-owned Visitor Information Center, located at 3125 Judson Street, Gig Harbor, WA. The building footprint is approximately 1,800 square feet. The building is occupied by a tenant, the Gig Harbor Chamber of Commerce. Scheduling of work to be coordinated with City Public Works Department and Chamber of Commerce Executive Director.

Description of Work: The work to be performed includes furnishing all labor, materials, tools and equipment for the surface preparation, application of primer as necessary, and (2) coats of paint to the exterior of the facility, including exterior wood siding, fascia, soffits and trim.

EXHIBIT A
CITY FACILITIES
VISITOR INFORMATION CENTER PAINTING
SCOPE OF WORK
July 23, 2013

Prior to Painting: All wood surfaces will be cleaned, wire brushed and scraped as required to remove all loose, unsound paint, and shall be thoroughly dry and free from oil and dirt. Wooden surfaces that are bare of paint or have been cleaned down to bare shall be primed with one coat of oil primer for wood. Any crack or opening longer than 1-inch, and/or wider than 1/16 inch shall be caulked prior to application of paint with an exterior grade caulk rated at a minimum 15-year service life. The proposed caulk material shall be submitted for the City's review prior to use on this project.

Painting: Paint shall be applied evenly and worked thoroughly into all seasoning cracks, corners and recesses. No later coat shall be applied until the full thickness of the previous coat has dried. Paint shall not be applied when the air temperature is less than 40 degrees F, the air or surface conditions are damp, conditions are inconsistent with the paint manufacturer's recommendation or the Public Works Superintendent believes conditions are unsuitable.

Contractor shall be responsible for cleaning of any overspray or paint on windows, roofing or gutters.

Control of Materials: The Contractor shall submit product information and color chips for the City's review prior to ordering materials and performing the work.

Paint Colors: All exterior wood surfaces of the facility shall receive two finish coats of paint conforming to the requirements of these specifications. Paint colors, including trim color, shall be specified by the City.

Waste Sites: The Contractor shall be responsible for locating, access, permit status and compliance for any waste sites. Copies of permits for waste sites shall be furnished by the Contractor upon request by the City.

Clean Job Site: The Contractor shall be responsible for completely cleaning up job site.

EXHIBIT A
CITY FACILITIES
VISITOR INFORMATION CENTER PAINTING
QUOTE FORM

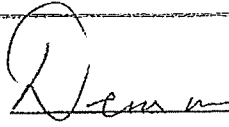
For consideration for this project, price quotations must be received on this form by 4:00 p.m.,
Friday, August 2, 2013 at:

Mail/Hand-Deliver to: City of Gig Harbor
Public Works/Operations
Attn: Terri Reed
3510 Grandview Street
Gig Harbor, WA 98335

Or email to: reedt@cityofgigharbor.net

Questions: Contact Terri Reed at (253) 851-6170 or reedt@cityofgigharbor.net

<u>BID ITEM</u>	<u>DESCRIPTION:</u>	<u>AMOUNT</u>
	The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the following:	
	CITY FACILITIES - VISITOR INFORMATION CENTER PAINTING	
Base Price	Scope of Work, dated July 23, 2013:	\$ 4,440.00
	Applicable WA State Sales Tax (8.5%)	\$ 377.40
	Total Base Price	\$ 4,817.40

Signature:  Date: 07/26/2013
Printed Name: Dennis Peterson Title: General Contractor
Company Name: Alpha & Omega General Contracting LLC
Address: PO Box 5015 Bremerton Wa. 98312

Phone: 360-731-8728
Email address: info@aogcontracting.com
UBI Number: 603-257-705
WA Contractor License No.: ALPHAOG884R6

RECEIVED
JUL 26 2013

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK

DATE: 8/29/13

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 601-678-914-001-0001
License: 366707 - 1U County: 27
Tradename: HARVESTER RESTAURANT
Loc Addr: 5601 SOUNDVIEW DR
GIG HARBOR WA 98335
Mail Addr: 5601 SOUNDVIEW DR
GIG HARBOR WA 98335-2039
Phone No.: 253-851-8500

APPLICANTS:
HARVESTER GIG HARBOR, INC.
BENOIT, DONALD ALEX
1961-04-25
TWETEN, KIRBY LEWIS
1952-05-08

Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE +
KEGS TO GO

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



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

Subject: 2013 Citywide Travel Demand Model Update - Consultant Services Contract / David Evans and Associates, Inc. **and** 2013-2015 On-call Concurrency Review and Concurrency Evaluation Report – Consultant Services Contract / David Evans and Associates, Inc.

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, P.E. *EA 9.4.13*
Senior Engineer

For Agenda of: September 9, 2013

Exhibits: Consultant Services Contracts

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the 2013 Citywide Travel Demand Model Update for a not-to-exceed amount of \$49,900.00.

Initial & Date

Concurred by Mayor: *CUH 9/5/13*
Approved by City Administrator: *R 9/4/13*
Approved as to form by City Atty: *By email 8/30/13*
Approved by Finance Director: *2 9/13/13 9/4/13*
Approved by Department Head: *9/4/13*
Approved by PW Director: _____

Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the 2013-2015 On-call Concurrency Review and Concurrency Evaluation Report for a not-to-exceed amount of \$25,000.00.

Expenditure Required	\$49,900.00	Amount Budgeted	\$50,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The City is required to maintain its travel demand models and perform regular updates. The last update was in 2011, when the City updated both the existing conditions travel demand model and the concurrency travel demand model so they could be used to perform transportation concurrency testing for private development within the City and the Urban Growth Area.

The first contract with David Evans and Associates, Inc. provides an updated base model reflecting current existing conditions, an updated concurrency model reflecting short range growth conditions, and an annual transportation capacity availability report. In addition, the contract includes a task to build a long range travel demand model and perform scenario testing in preparation for the anticipated 2015 Comprehensive Plan update.

The second contract is for David Evans and Associates, Inc. to actually perform on-call concurrency testing for proposed private development and document each concurrency test result with a Concurrency Evaluation Report. This contract will be funded entirely by developer fees.

FISCAL CONSIDERATION

The adopted 2013 budget allocated \$50,000 to update the travel demand models and develop the long range model in anticipation of the Comprehensive Plan update.

The concurrency testing will be funded entirely by developer fees.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Motion One: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the 2013 Citywide Travel Demand Model Update for a not-to-exceed amount of \$49,900.00.

Motion Two: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the 2013-2015 On-call Concurrency Review and Concurrency Evaluation Report for a not-to-exceed amount of \$25,000.00.

**PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the 2013 Update of the Citywide Travel Demand Model and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-nine Thousand Nine Hundred Dollars and Zero Cents (\$49,900.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of

receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2014; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated

by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. **City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided

without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
David Evans and Associates, Inc.
ATTN:
Victor Salemann
415 118th Ave SE
Bellevue, WA 98005


City of Gig Harbor
ATTN: Stephen Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

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

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

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

CONSULTANT

By: 
Its: Sr. Associate
Victor Salemann

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR

**EXHIBIT A
SCOPE OF SERVICES**

FOR CITYWIDE TRAVEL DEMAND MODEL 2013 UPDATE

The City of Gig Harbor (City) has a calibrated 2011 citywide travel demand model and a citywide concurrency travel demand model, currently utilizing VISUM version 12.5, to perform transportation concurrency testing for private development and to determine impacted intersections within the City and Urban Growth Area. The City desires an update of the model, which includes recalibrating the base model utilizing 2013 traffic counts, updating the pipeline to include built projects in the calibrated base model, and adding any updates to the transportation network. An annual Capacity Availability Report shall be updated after completion of the model update.

The City contracted David Evans and Associates, Inc. (DEA) to provide an updated base model reflecting current conditions, an updated concurrency model reflecting future conditions, an annual capacity availability report, and other services as necessary. This scope of services will include the following tasks:

Task 1 – Project Management

This task provides for management and coordination activities that are necessary to complete the work program, in addition to technical tasks necessary for deliverable products. The activities shall include project administration, preparation of monthly invoices and progress reports, city-consultant coordination and meetings, and quality control and quality assurance.

Task 2 – Collect and Review Traffic Counts

This task will develop traffic count and other monitoring information to establish the new citywide base traffic condition. The new count data will be used to calibrate the 2011 model to 2013 base condition. DEA will:

- Review with City staff to identify the count locations for intersection turning movement counts in the PM peak hour and for arterial daily traffic counts on a 7-day period.
- Identify up to 20 intersections and 4 arterial locations for count data collection.
- Subcontract with a traffic count company to collect traffic counts in mid-September 2013 after the school summer break.
- Review the 2011 traffic count data and provide the City with specific recommendations for base model update if the 2013 counts are similar to (or lower than) the 2011 counts.

Task 3 – PM Peak Hour Base Model Network and Land Use Update

DEA will work with City staff to identify transportation network and land use changes that have occurred since the last model update. DEA will:

- Add new count data into the model

- Add all new roadways completed and opened to traffic since the last model update to the network.
- Remove or close all roads or intersections due to closures or restriction.
- Review all the completed and opened roadway improvements and determine if link capacities should be increased to reflect improved roadway capacity created by turn lanes, sidewalks, or safety improvements or should be reduced by traffic calming projects that have been implemented or should be eliminated due to any roadway closures.
- Review all completed and opened intersection improvements to determine if any node control type, node capacity, turn penalty, turn restriction, or delay functions require updates.
- Work with City staff to identify the previously approved developments that were built and generated traffic in 2013.
- Identify traffic analysis zone (TAZ) updates including boundary and land use changes since last model update in Gig Harbor or other jurisdictions or annexation areas.

Task 4 – PM Peak Hour Base Model Re-calibration

The model re-calibration will be conducted based on the 2011 travel demanding methodology, including the methodology for trip generation, trip distribution, and assignment steps. DEA will:

- Run the updated model and compare the assignment results to actual counts.
- Review significant differences between assignment results and actual counts and investigate the likely causes.
- Iteratively revise and refine the model coding or revise trip generation rate until the differences between model volumes and actual counts meet the calibration standard previously used in the last model update. Validation will match limits imposed by graphs on allowable screenline calibration errors and allowable link calibration errors in NCHRP 255 (pp 41, 49).
- Update model correction volumes.
- Confirm the methodology used for intersection volume post processing for intersection LOS calculations and make recommendations for improvements if necessary.

Task 5 – PM Peak Hour Concurrency Model Update

The PM peak hour concurrency model will be updated based on the PM peak hour re-calibrated base model plus any planned network improvements and approved pipeline developments. DEA will:

- Work with City staff to identify any approved pipeline developments, built, expired, modified or withdrawn concurrency project list, and planned network improvements or planned network improvements removed since last model update. Prepare a list of clean pipeline developments and planned network improvements reflecting the changes made to the pipeline developments and planned network improvements.
- Carry base model re-calibration changes, including link, intersection, turn, zone, zone connector changes, and land use changes to the concurrency model.
- Carry base model correction volumes to concurrency model

- Update the concurrency model with a list of clean pipeline developments and planned network improvements.
- Run the concurrency model to obtain the updated link and intersection volumes.

Task 6 – Annual Transportation Capacity Availability Report Update

DEA will prepare the 2013 Annual Transportation Capacity Availability Report consistent with Gig Harbor Municipal Code after completion the updates of base model and concurrency model. DEA will:

- Evaluate and document 2013 LOS and Capacity.
- Evaluate and document LOS and capacity under the approved concurrency conditions.
- Identify areas of concern including LOS deficiencies, near LOS deficiencies or LOS inconsistencies.
- Prepare an updated annual transportation capacity availability report summarizing the modeling assumptions, methodology, findings, and LOS and capacity.

Task 7 – Other Optional Services

DEA is prepared to provide additional on-call support services described as follows:

- Build a citywide 2035 demand model for next comprehensive plan update.
- Perform up to four 2035 land use and transportation improvement scenario tests.

Task 8 – Management Reserve

This task provides for consultant services that may be requested by the City, to address various traffic and land development questions that arise from time to time. No charges to this task are initially authorized. When the City desires services to be performed by DEA, the City's project manager will discuss the issue at hand with DEA, and request a scope and budget proposal. DEA shall respond with a written description of the work to be performed, the time of completion, products to be delivered, and cost to complete the task. City's project manager will notify DEA when the proposal is accepted, and work may commence. After receipt of this notice, DEA may commence work and charge to the task up to the approved budget limit.

Deliverables:

- Annual Transportation Capacity Availability Report
- Monthly invoice and progress report
- Complete set of all traffic counts
- 2035 demand model
- Test results for four transportation improvement scenarios in 2035

Fee Basis

The total cost is estimated at \$49,900, of which the cost for **Tasks 1-6** shall not exceed \$25,944 and the cost for **Tasks 7- 8** is estimated at \$23,956. The specific hours and budget will be shown in Exhibit B: Labor Estimate and Budget.

CITY OF GIG HARBOR
CITYWIDE TRAFFIC MODEL UPDATE
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

	Project QA/QC	Project Manager	Traffic/Graphic Designer	Traffic Engineer	Accounting Admin	Task Hours	Task Costs
DAVID EVANS AND ASSOCIATES, INC							
415 118th Ave SE							
bellevue, WA 98005	AMTE	VLS	AOW/BEAM	MXLU/MXRA	MJRE/AL/EJXT/ VX/DIC/NE/PAT		
Task 1 - Project Management	4	15			11	30	\$ 5,197
Prepare and submit invoices and progress report		4			6		
Provide project management, administration, and coordination		8					
Provide supervision and QA/QC	4	3			5		
Task 2- Collect and Review Traffic Counts	1	2	6	4		13	\$ 1,834
Identify traffic count locations	0.5	1	2	2			
Review traffic count data	0.5	1	4	2			
Task 3 - PM Peak Hour Base Model Network and Land Use Update				16		16	\$ 2,160
Add new count data into the model				4			
Update roadway network				3			
Update intersections and turns				4			
Update zones and connectors				3			
Update land use changes				2			
Task 4 - PM Peak Hour Base Model Re-calibration		4		22		26	\$ 3,862
Check assignment results against actual counts		1		2			
Investigate the differences between model volumes and counts		1		4			
Iteratively revise and refine model coding to achieve acceptable calibration results		1		12			
Model volumes post processing		1		4			
Task 5 - PM Peak Hour Concurrency Model Update		4		16		20	\$ 3,052
Carry base model re-calibration changes to concurrency model		1		7			
Carry base model correction volumes to concurrency model		1		3			
Update concurrency pipeline developments		1		3			
Update planned improvements		1		3			
Task 6 - Annual Transportation Capacity Availability Report Update	2	3	4	21	4	34	\$ 4,720
Evaluate and Document 2013 LOS and Capacity				4			
Evaluate and document LOS and capacity under the approved concurrency conditions				4			
Identify LOS deficiencies and concerns	1			1			
Prepare an updated annual transportation capacity availability report	1	3	4	12	4		
Task 7 - Other Optional Services		12		128		140	\$ 19,956
Build a citywide 2035 demand model for next comprehensive plan update		6		80			
Perform up to four 2035 land use and transportation improvement scenario tests		6		48			
Task 8 - Management Reserve							\$4,000.00
Total Hours	7	40	10	207	15	279	
Rate	\$ 188	\$ 223	\$ 110	\$ 135	\$ 100		
Direct Labor	\$ 1,316	\$ 8,920	\$ 1,100	\$ 27,945	\$ 1,500		
SUBCONSULTANT SERVICES							
Traffic Counts for Task 2							\$ 4,800
EXPENSES							
Reproduction, Postage, Express Delivery							\$ 119
Mileage at \$.565 per mile in 2013							\$ 200
TOTAL PROJECT COST FOR TASKS 1-6							\$ 25,944
TOTAL PROJECT COST FOR TASKS 7-8							\$ 23,956
TOTAL PROJECT COST							\$ 49,900
P:\COGH0000040\0000CON\Citywide Traffic Model Update Budget 2013-0715.xls)Sheet1							

**PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in providing On-call Concurrency Review and Concurrency Evaluation Reports for private development projects and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-five Thousand Dollars and Zero Cents (\$25,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the

Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

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

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

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

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

14. **Resolution of Disputes and Governing Law.**

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

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

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

CONSULTANT:
David Evans and Associates, Inc.

City of Gig Harbor
ATTN: Stephen Misiurak

ATTN:
Victor Salemann
415 118th Ave SE
Bellevue, WA 98005

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

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

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

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

CONSULTANT

By: *MS*
Its: *Sr. Associate*
Victor Salemann

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR

**EXHIBIT A
SCOPE OF SERVICES**

2013-2015 CONCURRENCY REVIEW SCOPE AND BUDGET

The City of Gig Harbor (City) will have a calibrated 2013 citywide travel demand model and a citywide concurrency travel demand model utilizing VISUM version 12.5, to perform transportation concurrency testing for private development and to determine impacted intersections within the City and Urban Growth Area. The City desires to contract David Evans and Associates, Inc. (DEA) to perform concurrency testing for proposed developments and other services as necessary. This scope of services is described as follows:

DEA will maintain the citywide base model and concurrency model and perform concurrency evaluation tests for new development at City's request. City's project manager will notify DEA when a new concurrency test is needed, and DEA may commence work after receipt of this notice. DEA will document each test results with a Concurrency Evaluation Report. DEA will also defend the concurrency test results before developers, Hearing Examiners, City Councils, and Courts of law if requested.

Deliverables:

- On-call Concurrency Evaluation Report

Fee Basis

The total cost for concurrency test for the next two years is estimated at \$25,000, which are equivalent to 10 on-call concurrency tests with PM peak hour trips ranging from 10 to 150 trips (10 tests in the next two years) requested by the City. No charges to this task are initially authorized. The fee for each concurrency test will be determined by the City based on the actual development size. DEA may charge to each concurrency test up to the approved budget on a fixed price basis after receipt of notice to proceed for each concurrency test.



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

Subject: Third Reading - Downtown Building Size and Height Amendments

Proposed Council Action: Deliberate on the proposed amendments. The Council may take any of the following actions or some combination thereof:

- Adopt ordinance as written
- Adopt ordinance with portions removed
- Deny amendments
- Direct staff to bring back all or a portion of the ordinance for another public hearing and new first reading on a date to be determined.

Dept. Origin: Planning

Prepared by: Jennifer Kester, Planning Director *JK*

For Agenda of: September 9, 2013

Exhibit: Draft Ordinance, Planning Commission Recommendation Packet, Written Public Hearing Comments

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

JK 9/5/13
R 9/5/13
email 9/4/13
N/A
JK 9/5/13

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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This is the third reading of an ordinance on amendments to the zoning code for the downtown area as described below. As this is a third reading, if the Council does not take action on the ordinance, a new first reading and public hearing is required to continue review of the proposed amendments.

At the second reading on July 22nd, the Council directed staff to remove the portion of the DB zoning district that lies north of Rosedale Street from the area where building height would be increased to 27-feet. This was due to the adjacency of historic residential neighborhoods and the potential impacts taller buildings would have on those residential areas. Furthermore, the Council asked the Planning Commission to review the zoning of those DB properties north of Rosedale Street as part of the implementation of the Harbor Element as the DB zone may be out of character to the neighboring residential areas. The ordinance has been updated to reflect that direction.

Also at the 2nd reading, the Council had several questions regarding the impacts the proposed changes might have along the waterfront, in particular questions on required setbacks/view corridors, building size restrictions and building height allowance under existing regulations. At the September 9th meeting, staff will present images that show the current conditions, redevelopment under the existing code (setbacks, building size, building height, view corridors, etc.) and redevelopment under the proposed code at select waterfront locations.

Proposed Downtown Building Size and Height Amendments:

The following amendments would apply to the Downtown Business (DB) zoning district and the Waterfront Commercial (WC) zoning district that abuts the DB district

- A. Additional Interior Gross Floor Area: For existing buildings, additional gross floor area could be added above the maximum allowed by the zoning district provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications are allowed provided they do not exceed the maximum building height allowed in the underlying zone.
- B. Remodeling and Rebuilding Nonconforming Buildings: Nonconforming buildings can be remodeled or torn down and rebuilt to the same or smaller configuration. Non-historic registry eligible buildings must meet the Design Manual requirements. All work on historic registry eligible or registered nonconforming buildings must meet specific Design Manual requirements for historic structures.

The following amendments would apply to the portion of the Downtown Business (DB) zoning district south of Rosedale Street and the Waterfront Commercial (WC) zoning district that abuts the DB district

- C. Two-Story Building Allowance: Increase the maximum building height in the City's downtown area in order to allow flat-roof, two-story buildings in the City's downtown. All buildings would be allowed to be 27 feet high as measured from the building footprint at the uphill and downhill facades.

Proposed Waterfront Residential Amendments:

- D. For residential buildings in waterfront zones, the 18-foot uphill height limit measurement point would move from the building setback line to the property line abutting the street ROW. In addition the front yard setback would reduce to 6 feet for the porch, 12 feet for the house and 18 feet for the garage.

BACKGROUND

In early 2012, the City Council directed the Planning Commission to *Review and Identify Codes that inhibit the preservation of character-defining historic buildings in the downtown*. This effort was the first step in the downtown preservation planning effort instituted by the Mayor and Council.

The following potential amendments specific to this task were identified:

1. 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.)
2. Allow increased floor area within an existing building's envelope (mezzanines, etc).
3. Provide building size allowances to eligible or listed historic buildings in the View Basin if the front façade is preserved.
4. Consider height increase allowances for buildings in the View Basin (up to 2 stories).
5. Consider incentives for first floor retail/restaurant.

The Planning Commission began review of these amendments in June of 2012. Over the course of the last year, the PC participated the Harbor Vision town hall meetings; conducted a walking tour of downtown; and, held 16 work-study sessions, an open house and three public hearings.

The Planning Commission felt these code amendments fit within the existing character of downtown, the existing comprehensive plan policies and existing regulatory framework.

Furthermore, the proposed amendments provide additional flexibility to allow for the revitalization of downtown while maintaining its character.

At the joint City Council and Planning Commission meeting held on June 3rd to discuss these recommendations, the Council asked the Planning Commission to consider when building permits for remodeling/rebuilding should be submitted in order to utilize the specific provisions of Item A above. At their June 6th meeting, the Planning Commission decided that to be consistent with “acts of nature” based rebuilds, building permits must be submitted within 12 months of damage.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

Please see enclosed Planning Commission Recommendation Packet for formal recommendation notices. Minutes from the Planning Commission meetings can be found on the City’s webpage; see enclosed list and web address.

RECOMMENDATION/MOTION

Deliberate on the proposed amendments. The Council may take any of the following actions or some combination thereof:

1. Adopt ordinance as written
2. Adopt ordinance with portions removed
3. Deny amendments
4. Direct staff to bring back the ordinance for another public hearing at a new first reading on a date to be determined

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; ALLOWING INTERIOR ONLY GROSS FLOOR AREA ADDITIONS TO EXISTING BUILDINGS ABOVE GROSS FLOOR AREA MAXIMUMS AND ALLOWING NONCONFORMING BUILDINGS TO BE REMODELED OR REBUILT TO THE SAME OR SMALLER ENVELOPE IN THE DOWNTOWN BUSINESS DISTRICT (DB) AND THE WATERFRONT COMMERCIAL (WC) DISTRICT ABUTTING DB; REDUCING THE FRONT YARD SETBACKS AND MOVING THE HEIGHT MEASUREMENT POINT TO THE RIGHT-OF-WAY FOR RESIDENTIAL BUILDINGS IN THE WATERFRONT ZONES; ALLOWING BUILDINGS IN A PORTION OF THE DB AND ABUTTING WC DISTRICTS TO BE 27- FEET HIGH AS MEASURED FROM NATURAL AND FINISHED GRADE AT THE BUILDING FOOTPRINT WITH STEPPED-DOWN ROOFS ON SLOPED LOTS; AMENDING SECTIONS 17.31.075, 17.50.040, 17.68.040, 17.99.320 AND 17.99.510 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in March 2012, the City Council directed the Planning Commission to review and identify Codes that inhibit the preservation of character-defining historic buildings in the downtown as part of the downtown preservation and revitalization planning effort; and

WHEREAS, beginning in 2012, the Planning Commission began reviewing potential amendments, conducted a walk tour of downtown Gig Harbor and participated in two town hall meetings focused on the vision for downtown; and

WHEREAS, on December 10th, 2012, the City Council adopted Resolution No. 920, The Harbor Vision Statement for the downtown area; and,

WHEREAS, over the course of eleven months, the Planning Commission held 16 work-study sessions and one open house on a series of potential amendments for the downtown; and,

WHEREAS, on December 6, 2012, the Planning Commission held a public hearing on two potential amendments related to downtown building size; and

WHEREAS, after considering public comment on the proposed downtown building size amendments, the Planning Commission made a formal recommendation on January 17, 2013 to amend downtown building size regulations to allow interior gross floor area additions and allow buildings to be torn down and rebuilt to the existing building envelopes; and

WHEREAS, on March 21, 2013, the Planning Commission held a public hearing on a proposal to increase the building height in the downtown area. After considering public testimony, the commission recommended on May 2, 2013 to increase in maximum building height; and

WHEREAS, on April 11, 2013, the Planning Commission held a public hearing on a proposal to decrease the front setbacks and change the height measurement point for residential uses in the waterfront zones. After considering public testimony, the commission approval of such amendments on May 2, 2013; and

WHEREAS, On June 3, 2013, the City Council held a joint meeting with the Planning Commission to review the recommended amendments; and

WHEREAS, at the direction of Council at joint meeting, the Planning Commission recommended additional language be added to require that building permits for remodels or rebuilds of any nonconforming building be submitted within 12 month of removal/damage in order to be consistent with existing requirements for "acts of nature" based rebuilds; and

WHEREAS, the Council finds that the amendments would aid in preserving the downtown character and scale; and

WHEREAS, the amendments are consistent with the Harbor Vision and the majority of the comments heard at the open house and public hearing for these amendments; and

WHEREAS, the Council finds the building size and building height amendments should be limited to the Downtown Business (DB) district south of Rosedale Street and the Waterfront Commercial (WC) district abutting the DB as those are the generally accepted "downtown" area and have the highest concentration of existing multi-story buildings; and

WHEREAS, the Council finds that no additional parking should be required for interior additions and remodels/rebuilds allowed by these amendments as requiring additional parking may not be possible given the land constraints downtown and would therefore limit the usefulness of the amendments; and

WHEREAS, the existing regulations for building height allow between 16 and 27 foot high buildings depending on topography and roof type which does not allow the construction of a flat two-story building that meets modern construction techniques and the requirements for ADA access and HVAC systems; and

WHEREAS, there are a considerable number of existing buildings in the downtown core which are two or more stories and exceed the existing height limits; and

WHEREAS, two-story buildings that meet the new height limits and the requirements of the Design Manual will provide an appropriate human-scaled

architecture for pedestrians on the sidewalk and provide the opportunity for mixed use buildings; and

WHEREAS, after discussions with architects on the Design Review Board and the City's Building Official/Fire Marshal, it was determined that 27 feet was the appropriate height limitation in order to allow two-story flat-roofed buildings using modern construction techniques, providing ADA access and screening HVAC systems on a roof; and

WHEREAS, the current height measurement location for residential buildings on the waterside of Harborview and North Harborview Drive has led to new homes being significantly lower than historic homes as viewed from the street. The current front yard setback provisions do not allow for the retention of the historic residential character of that streetscape; and

WHEREAS, nonresidential buildings along the Harborview and North Harborview frontages must be located within 10 feet of Harborview and North Harborview Drive and the maximum height can be measured at the property line along the right-of-way; and

WHEREAS, the new Shoreline Master Program is expected to require a setback from the ordinary high water mark, the smallest of which is 35 feet, thereby reducing the buildable area of a lot along the water. The proposed decrease in front yard setbacks will help mitigate that impact to the buildable area of the lot; and

WHEREAS, decreasing the front yard setbacks and height measurement point for residential uses in waterfront zones will make the residential requirements more consistent with the nonresidential buildings in the same zones; and

WHEREAS, the proposed text amendments are consistent with the following goals and policies in the Comprehensive Plan:

GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT; and

3.6.1. Maintain a small town scale for structures.

New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures; and

3.6.2. Identify an appropriate form for structures.

New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape; and

GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE. *The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level; and*

3.7.2. Encourage mixed-use structures.

Mixing uses within a structure enhances the ability to give interesting form and character to a building. For example, allowing residential units above retail shops encourages designs more common to a village or small town setting while providing another housing opportunity for local merchants or retirees with limited transportation; and

GOAL 3.15 IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE; and

GOAL 3.18 TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT; and

3.18.2. Develop guidelines which promote compatible development within designated areas.

Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas; and

3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives: (a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures; and

6.2.2. Property revitalization Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on November 20, 2012 and April 26, 2013, pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the amendments allowing interior floor area additions and remodels/rebuilds on January 19, 2012; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the amendments allowing 27-foot high buildings in the DB and abutting WC zones and the amendments reducing the front setbacks and height measurement point for residential uses on May 29, 2013; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on July 8, 2013; and

WHEREAS, on July 22, 2013, the City Council held a second reading during a regular City Council meeting; and

WHEREAS, at the second reading, the City Council directed staff to remove the portion of the DB zoning district that lies north of Rosedale Street from the area where building height will be increased to 27-feet due to the adjacency of historic residential

neighborhoods and the potential impacts taller buildings would have on those residential areas. Furthermore, the Council asked the Planning Commission to review the zoning of those DB zoned properties north of Rosedale Street as part of the implementation of the Harbor Element as the DB zone may be out of character to the neighboring residential areas; and

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

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

Section 1. Section 17.31.075 in the Downtown Business District (DB) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.31.075 Maximum gross floor area.

A. Except as provided for in subsection B, in the DB district, the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a nonpenetrated fire wall as defined in the International Fire Code except that a single six-foot opening in the fire wall separating structures is permissible; provided, that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site).

B. For structures existing as of the effective date this ordinance, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed in subsection A provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

Section 2. Subection 17.50.040(I) in the Waterfront Commercial (WC) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum			

front yard ²			
D. Minimum			
side yard ²			
E. Minimum			
rear yard ²			
F. Minimum	0'	0'	0'
yard abutting			
tidelands			
G. Maximum	50%	55%	70%
site impervious			
coverage			
H. Density		4 dwelling units per acre	
I. Maximum	3,000 square feet	3,000 square feet	3,000 square feet max.
footprint/ gross	max. gross floor	max. footprint/ 6,000	footprint/ 6,000 square
floor area ^{4,5}	area per structure	square feet gross	feet gross floor area per
		floor area per	structure
		structure	
J. Separation	20'	20'	20'
between			
structures ³			

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

³Separation between structures is not required upon lots or parcels within the Finholm Market portion of the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

⁴Historic net sheds as defined in GHMC 17.04.615 shall be excluded from the maximum gross floor area requirements.

⁵For structures existing as of the effective date this ordinance and located in the portion of the WC district which abuts the DB district, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

* * *

Section 3. Section 17.68.040 in the Nonconformities chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.68.040 Nonconforming structures.

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued as a nonconforming structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered or remodeled in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered or remodeled to decrease its nonconformity;

B. A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than 12 consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. "Discontinued" is defined in GHMC 17.68.038;

C. Except as provided for in subsection E of this section, aAny such nonconforming structure or nonconforming portion of a structure that is intentionally damaged or intentionally altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or altered, provided the alterations and/or damage is valued at less than 50 percent of the replacement value of the structure as determined by the square foot construction cost table in the city's fee schedule. Building permits for the R reconstruction shall occur be submitted within one year of the time of intentional damage or alteration and shall remain active or not-at-all reconstruction will not be allowed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. Interior-only remodels which do not increase a structure's nonconformity shall not count towards the replacement cost as it relates to this section; and

D. Except as provided for in subsection E of this section, wWhen a structure has a nonconforming structure status, the intentional removal, intentional damage, or intentional alteration of the structure shall eliminate the nonconforming status. Upon the elimination of the nonconforming status, the structure shall be brought into conformity with the existing code or shall be removed. "Intentional removal, intentional damage, or intentional alteration" for the purposes of this subsection is defined as damage and/or alterations valued at more than 50 percent of the replacement value of the structure at the time of damage and/or alterations, over the lifetime of the structure, as determined by the square foot construction cost table in the city's fee schedule.

E. Downtown Nonconforming Structures. Intentional removal or alteration of structures with a nonconforming structure status in the DB zoning district and the WC zoning district abutting the DB zoning district shall be subject to the following provisions:

1. Any such nonconforming structure or nonconforming portion of a structure that is intentionally removed or altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was removed or altered. Building permits for the reconstruction shall be

submitted within one year of the time of intentional removal or alteration and shall remain active or reconstruction will not be allowed. The reconstruction shall comply with all applicable building codes in force at the time of replacement; and

2. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible; and

3. The reconstruction of structures with a nonconforming structure status which are on a local, state or national historic registry or are eligible for such registries shall meet the requirements of GHMC 17.99.580 regardless of when the structure was built.

Section 4. Subsection 17.99.320(A) in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

A. Conform to residential setback requirements.

1. FRONT SETBACK MINIMUM House – 20 feet; in Waterfront Zones – 12 feet
Garage – 26 feet; in Waterfront Zones – 18
feet
Porches – 12 feet; in Waterfront Zones – 6 feet

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM**

a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or

ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide

shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM** – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

** See additional setback provisions in subsection C of this section.

* * *

Section 5. Subsections 17.99.510(A) and (B), Building massing and height – Historic District, in the Design Manual chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

A. Incorporate characteristic roof lines and massing into residential structures.

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

1. MINIMUM ROOF PITCH.

Roof pitches shall be minimum 6/12 and maximum 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portion on a saltbox-style structure, and (d) steeples, bell towers, and similar accentuated structures.

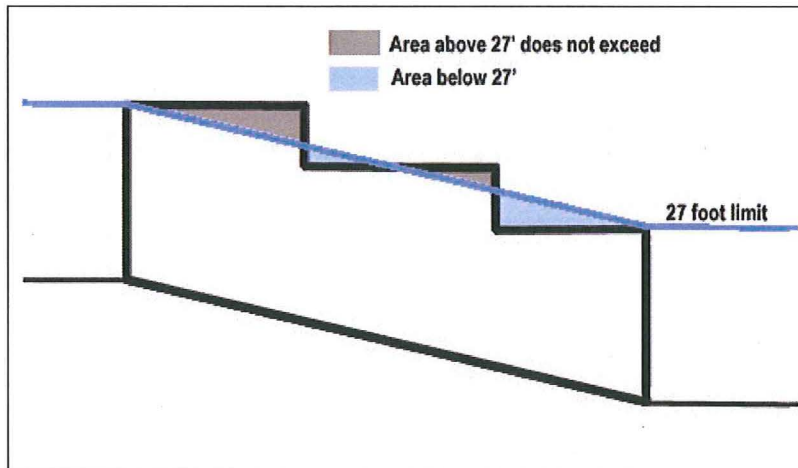
2. MAXIMUM HEIGHT – DB ZONE SOUTH OF ROSEDALE STREET and PORTION OF THE WC ZONE ABUTTING THE DB ZONE.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in Figure A

below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

FIGURE A



2. 3. MAXIMUM HEIGHT – ALL OTHER ZONES.

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. In applicable waterfront zones (WR, WM and WC), the point at which the 18-foot maximum is measured may be at the highest point within the lot along the street right-of-way. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.

e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.

f. All other setback and height requirements are complied with.

[Note: Retain graphic at this location]

3.4. INTERSECTING GABLES OR DORMERS.

a. To avoid expansive roof planes, fascia boards may not exceed 35 feet in length without an intersecting gable, dormer or similar architectural element incorporated into the roof plane above the fascia board on pitched roofs.

b. The total width of all dormers, gables, and similar architectural elements shall not exceed 50 percent of the width of the roof plane on which those elements are located.

c. This requirement does not apply to BASIC STRUCTURES defined under subsection (A)(2) of this section.

B. Conform to height standards for nonresidential structures.

Historic commercial structures were typically flat-roofed buildings with projecting cornices, sometimes with an extended parapet on the front. Pitched roof commercial buildings were also common. To allow similarly designed buildings, all nonresidential structures within the historic district shall conform to the following height and roof pitch standards:

1. DOWNTOWN BUILDING HEIGHTS

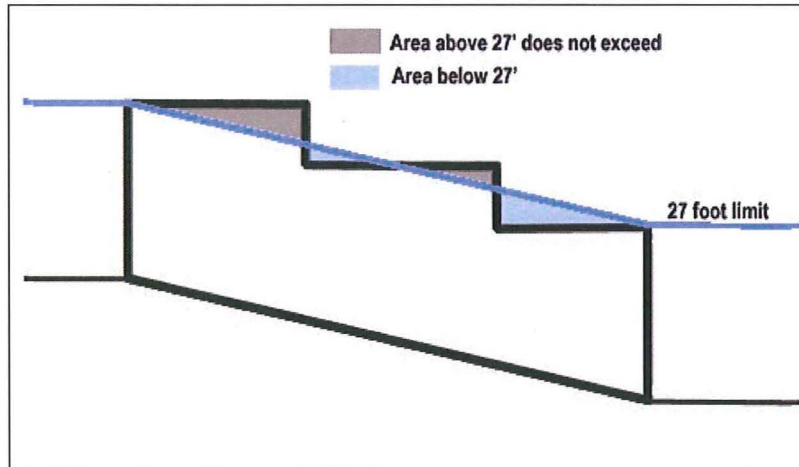
In the portion of the Downtown Business (DB) district south of Rosedale Street and abutting portion of the Waterfront Commercial (WC) district, the building height limitations of this subsection 1 apply as do the requirements of subsection 5 below. In all other zones, the requirements of subsection 2 through 5 apply.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in Figure B below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the

elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

FIGURE B



1. 2. MAXIMUM UPHILL HEIGHT

No portion of a building shall exceed 16 feet for a flat roofed building, or 18 feet for a pitched roof building, as measured from the highest point within the buildable area and within 50 feet of the building footprint.

2. 3. MAXIMUM DOWNHILL HEIGHT

No building shall exceed a height of 24 feet as measured from finished grade at the lowest point of the building footprint, except that additional height is allowed for roof planes, gables and dormer windows, not to exceed the uphill height limits.

3. 4. MAXIMUM HEIGHT ABOVE GRADE

Buildings may not exceed a height of 27 feet above natural and finished grade at any given point within the building footprint.

4. 5. PITCHED ROOFS

Pitched roofs shall have a minimum roof pitch of 6/12 and a maximum pitch of 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portions on a saltbox-style structure, which may all have lesser pitched roofs, and steeples and bell towers, which may have greater pitched roofs. The ridge of a pitched roof shall run perpendicular to (pointing toward) the view of the bay as seen from the street nearest the front setback line of the subject site, unless the ridge is within the flat roof height limits.

* * *

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction,

such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

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



DEVELOPMENT SERVICES

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission *HKA 5/1/13*
RE: Summary of Proposed Changes to Downtown Regulations

In early 2012, the City Council directed the Planning Commission to *Review and Identify Codes that inhibit the preservation of character-defining historic buildings in the downtown.* This effort was the first step in the downtown preservation planning effort instituted by the Mayor and Council.

The following potential amendments specific to this task were identified:

1. 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.)
2. Allow increased floor area within an existing building's envelope (mezzanines, etc).
3. Provide building size allowances to eligible or listed historic buildings in the View Basin if the front façade is preserved.
4. Consider height increase allowances for buildings in the View Basin (up to 2 stories).
5. Consider incentives for first floor retail/restaurant.

The Planning Commission began review of these amendments in June of 2012. Over the course of the last year, the PC has attended the Harbor Vision town hall meetings; conducted a walking tour of downtown; and, held 16 work-study sessions, an open house and three public hearings. The result of that review is four code amendments encompassed in three recommendations. The proposals are grouped into two subjects: Building Size and Building Height

The recommended code amendments on building size, dated January 17, 2013, would address numbers 1 and 2 above. The recommended code amendments on building height, two documents dated May 2, 2013, would address number 4 above and the issue of "houses in a hole" along the water. The Planning Commission determined that items numbered 3 and 5 were not appropriate for review at this time due to their complexity.

In the course of the Commission's review, it became apparent that one of the next steps in this process should be a review of the current building size limitations and private parking requirements around the harbor. It is envisioned that this would be done as regulations are developed to implement the Harbor Vision. It should also be noted that during the course of the Commission's discussions, there were other factors and limitations identified unrelated to zoning, such as improvements in public parking opportunities, that may need to be addressed to fully realize the Harbor Vision.



DEVELOPMENT SERVICES

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-12-0009

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-ZONE-12-0009 – Downtown Building Size Amendments

Application:

This application was initiated by the City of Gig Harbor as part of the City's focus on downtown visioning. The City Council specifically directed the Planning Commission to review and identify codes that inhibit the preservation of character-defining historic buildings in the downtown. The Planning Commission identified two amendments related to building size which would aid in preserving historic buildings downtown.

Planning Commission Review:

The Planning Commission held eight work study sessions between June and November 2012, attended two town hall meetings on downtown visioning (June 27th and October 18th, 2012) and conducted one walking tour of downtown in August 2012.

A public hearing was held on December 6th, 2012 after which the Planning Commission held a work study session and recommended **APPROVAL** of the amendments contained at the end of this notice.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

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

GOAL 3.15 IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE

GOAL 3.18 TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT

3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives: (a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures.

6.2.2. Property revitalization Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

2. The Planning Commission finds that the proposed amendments would aid in preserving the downtown character.
3. The Planning Commission finds that the proposed amendments are consistent with the comments received at the two town hall meetings on downtown visioning and public hearing.
4. The Planning Commission finds these amendments should be limited to the Downtown Business (DB) district and the Waterfront Commercial (WC) district abutting the DB as those are the generally accepted "downtown" area. Later in 2013 after implementing policies have been developed for The Harbor vision statement, the City should consider if these allowances should expand to other zones.
5. The Commission finds that no additional parking should be for additions and remodels allowed by these amendments as requiring additional parking may not be possible given the land constraints downtown and would therefore limit the usefulness of the amendments.

Harris Atkins, Chair
Planning Commission



Date 1/17/2013

Additional Interior Gross Floor Area Code Amendments:

Downtown Business (DB):

17.31.075 Maximum gross floor area.

A. Except as provided for in subsection B, in the DB district, the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a nonpenetrated fire wall as defined in the International Fire Code except that a single six-foot opening in the fire wall separating structures is permissible; provided, that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site).

B. For structures existing as of the effective date this ordinance, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed in subsection A provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

Waterfront Commercial (WC):

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density		4 dwelling units per acre	
I. Maximum footprint/ gross floor area ^{4,5}	3,000 square feet max. gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure
J. Separation between structures ³	20'	20'	20'

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

³Separation between structures is not required upon lots or parcels within the Finholm Market portion of the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

⁴Historic net sheds as defined in GHMC 17.04.615 shall be excluded from the maximum gross floor area requirements.

⁵For structures existing as of the effective date this ordinance and located in the WC district which abuts the DB district, additional gross floor area may be added to a structure and the total gross floor area may exceed the maximum allowed provided that the additional gross floor area to be added is interior to the building and does not enlarge or expand the existing building footprint. Roof modifications to accommodate the increase in interior gross floor area are allowed provided the roof modifications do not exceed the building height allowed in GHMC 17.99.510. No additional parking spaces are required to accommodate the increase in gross floor area.

Remodeling and Rebuilding Nonconforming Buildings Code Amendments:

17.68.040 Nonconforming structures.

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued as a nonconforming structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered or remodeled in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered or remodeled to decrease its nonconformity;

B. A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than 12 consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. "Discontinued" is defined in GHMC 17.68.038;

C. ~~Except as provided for in subsection E of this section, a~~Any such nonconforming structure or nonconforming portion of a structure that is intentionally damaged or intentionally altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or altered, provided the alterations and/or damage is valued at less than 50 percent of the replacement value of the structure as determined by the square foot construction cost table in the city's fee schedule. Reconstruction shall occur within one year of the time of intentional damage or alteration or not at all. The reconstruction shall comply with all applicable building codes in force at the time of replacement. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible. Interior-only remodels which do not increase a structure's nonconformity shall not count towards the replacement cost as it relates to this section; and

D. ~~Except as provided for in subsection E of this section, w~~When a structure has a nonconforming structure status, the intentional removal, intentional damage, or intentional alteration of the structure shall eliminate the nonconforming status. Upon the elimination of the nonconforming status, the structure shall be brought into conformity with the existing code or shall be removed. "Intentional removal, intentional damage, or intentional alteration" for the purposes of this subsection is defined as damage and/or alterations valued at more than 50 percent of the replacement value of the structure at the time of damage and/or alterations, over the lifetime of the structure, as determined by the square foot construction cost table in the city's fee schedule.

~~E. Downtown Nonconforming Structures. Intentional removal or alteration of structures with a nonconforming structure status in the DB zoning district and the WC zoning district abutting the DB zoning district shall be subject to the following provisions:~~

~~1. Any such nonconforming structure or nonconforming portion of a structure that is intentionally removed or altered may be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was removed or altered, and~~

~~2. As determined during the nonconforming use and structure review process (see GHMC 17.68.025), the reconstruction shall comply with all other applicable codes to the maximum extent possible, and~~

3. The reconstruction of structures with a nonconforming structure status which are on a local, state or national historic registry or are eligible for such registries shall meet the requirements of GHMC 17.99.580 regardless of when the structure was built.



DEVELOPMENT SERVICES

**NOTICE OF RECOMMENDATION
CITY OF GIG HARBOR PLANNING COMMISSION**

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: Downtown Building Height Amendments

Application:

This application was initiated by the City of Gig Harbor as part of the City's focus on downtown visioning and revitalization. The City Council specifically directed the Planning Commission to review and identify codes that inhibit the preservation and redevelopment of character-defining historic buildings in the downtown. The City identified the need to allow new two-story buildings within the downtown core.

Planning Commission Review:

The Planning Commission held seven work study sessions between November 2012 and April 2013, attended two town hall meetings on downtown visioning (June 27th and October 18th, 2012) and conducted one walking tour of downtown in August 2012.

Upon review of existing codes and built conditions, the Planning Commission proposed allowing all buildings to be 27 feet above natural and finished grade as measured at the building footprint. In order to accommodate sloped lots, the Planning Commission proposed allowing roofs to be stepped down where some portions of the roof can exceed 27 feet with certain limitations as described in the amendments and shown on Figure A.

An open house and public hearing on the proposed amendments were held on March 21, 2013. Upon consideration of the comments received, the Planning Commission held a work study session on May 2, 2013 and recommended **APPROVAL** of the amendments contained at the end of this notice.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

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

GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.

3.6.1. Maintain a small town scale for structures.

New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.

3.6.2. Identify an appropriate form for structures.

New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape.

GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.

The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.

3.7.2. Encourage mixed-use structures.

Mixing uses within a structure enhances the ability to give interesting form and character to a building. For example, allowing residential units above retail shops encourages designs more common to a village or small town setting while providing another housing opportunity for local merchants or retirees with limited transportation.

GOAL 3.15: IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE

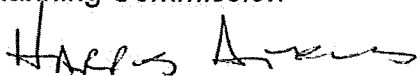
3.18.2. Develop guidelines which promote compatible development within designated areas.

Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas.

2. The existing regulations allow between 16 and 27 foot buildings depending on topography and roof type which does not allow the construction of a flat two-story building that meets modern construction techniques and the requirements for ADA access and HVAC systems.
3. The Planning Commission finds that there are a considerable number of existing buildings in the downtown core which are two or more stories and exceed the existing height limits.
4. The Planning Commission finds these amendments should be limited to the Downtown Business (DB) district and the Waterfront Commercial (WC) district abutting the DB since those contain the highest concentration of existing multi-story buildings. After implementing policies have been developed for The Harbor Vision statement, the City may consider if these allowances should expand to other zones.

5. The Planning Commission finds that given the number of character-defining buildings that are multiple stories in height the proposed amendments would aid in preserving the downtown character and scale.
6. Two-story buildings that meet height limits and the requirements of the Design Manual will provide an appropriate human-scaled architecture for pedestrians on the sidewalk and provide the opportunity for mixed use buildings.
7. After discussions with architects on the Design Review Board and the City's Building Official/Fire Marshal, it was determined that 27 feet was the appropriate height limitations in order to allow two-story flat-roofed buildings using modern construction techniques, providing ADA access and screening HVAC systems on a roof.
8. The Planning Commission finds that the proposed amendments are consistent with the Harbor Vision and the majority of the comments heard at the open house and public hearing for these amendments.

Harris Atkins, Chair
Planning Commission



Date 5/2/2013

Downtown Building Height Amendments:

From GHMC 17.99.510 Building massing and height – Historic district

* * *

A. Incorporate characteristic roof lines and massing into residential structures.

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

1. MINIMUM ROOF PITCH.

Roof pitches shall be minimum 6/12 and maximum 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portion on a saltbox-style structure, and (d) steeples, bell towers, and similar accentuated structures.

2. MAXIMUM HEIGHT – DB and ABUTTING WC ZONES.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows:

On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in figure A below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the

design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

2. 3. MAXIMUM HEIGHT – ALL OTHER ZONES.

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.
- e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.
- f. All other setback and height requirements are complied with.

* * *

B. Conform to height standards for nonresidential structures.

Historic commercial structures were typically flat-roofed buildings with projecting cornices, sometimes with an extended parapet on the front. Pitched roof commercial buildings were also common. To allow similarly designed buildings, all nonresidential structures within the historic district shall conform to the following height and roof pitch standards:

1. DOWNTOWN BUILDING HEIGHTS

In the Downtown Business (DB) district and abutting Waterfront Commercial (WC) district, the building height limitations of this subsection 1 apply as do the requirements of 5 below. In all other zones, the requirements of 1 through 5 apply.

A building shall not exceed 27 feet above natural and finished grade as measured from the building footprint except as allowed for stepped-down buildings as follows: On sloped sites, the elevations of buildings may be stepped-down and those stepped down sections may exceed the 27-foot maximum provided that the uphill and downhill

facades do not exceed 27 feet above natural and finished grade as measured from the building footprint and that the amount of elevation above 27 feet does not exceed the amount of elevation below 27 feet as shown in figure A below. Safety rails surrounding roof top patios or gardens that are stepped back from the most forward front face of perimeter cornice are not included in the elevation provided the safety rail meets the design requirements of balustrades in GHMC 17.99.540(B) and provide a minimum of 60% transparency.

4. 2. MAXIMUM UPHILL HEIGHT

No portion of a building shall exceed 16 feet for a flat roofed building, or 18 feet for a pitched roof building, as measured from the highest point within the buildable area and within 50 feet of the building footprint.

~~2.~~ 3. MAXIMUM DOWNHILL HEIGHT

No building shall exceed a height of 24 feet as measured from finished grade at the lowest point of the building footprint, except that additional height is allowed for roof planes, gables and dormer windows, not to exceed the uphill height limits.

~~3.~~ 4. MAXIMUM HEIGHT ABOVE GRADE

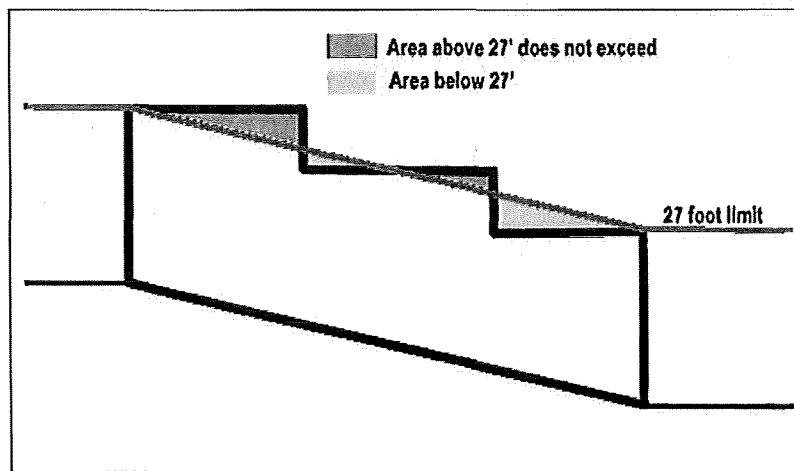
Buildings may not exceed a height of 27 feet above natural and finished grade at any given point within the building footprint.

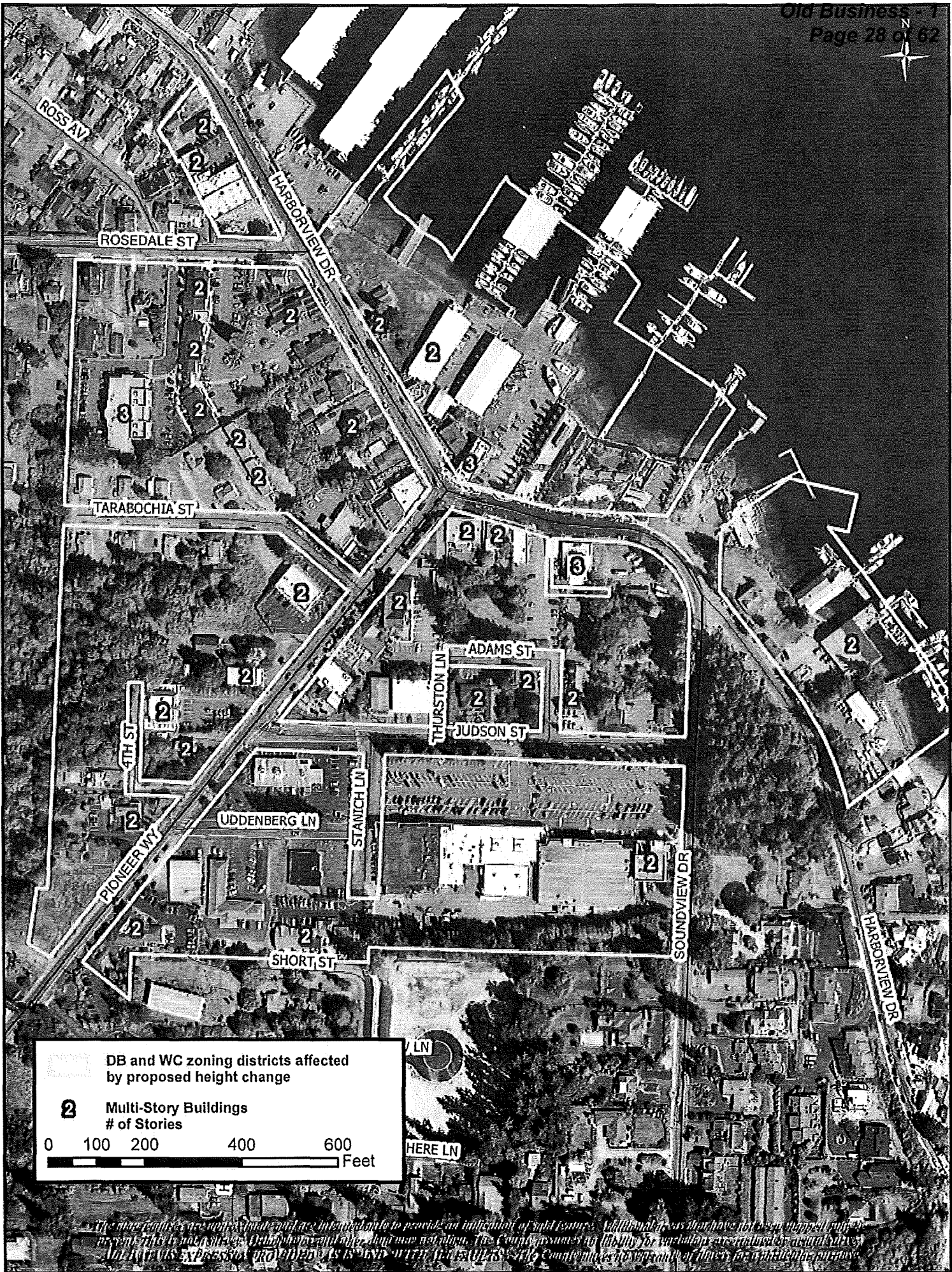
4. 5. PITCHED ROOFS



Pitched roofs shall have a minimum roof pitch of 6/12 and a maximum pitch of 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portions on a saltbox-style structure, which may all have lesser pitched roofs, and steeples and bell towers, which may have greater pitched roofs. The ridge of a pitched roof shall run perpendicular to (pointing toward) the view of the bay as seen from the street nearest the front setback line of the subject site, unless the ridge is within the flat roof height limits.

* * *

FIGURE A

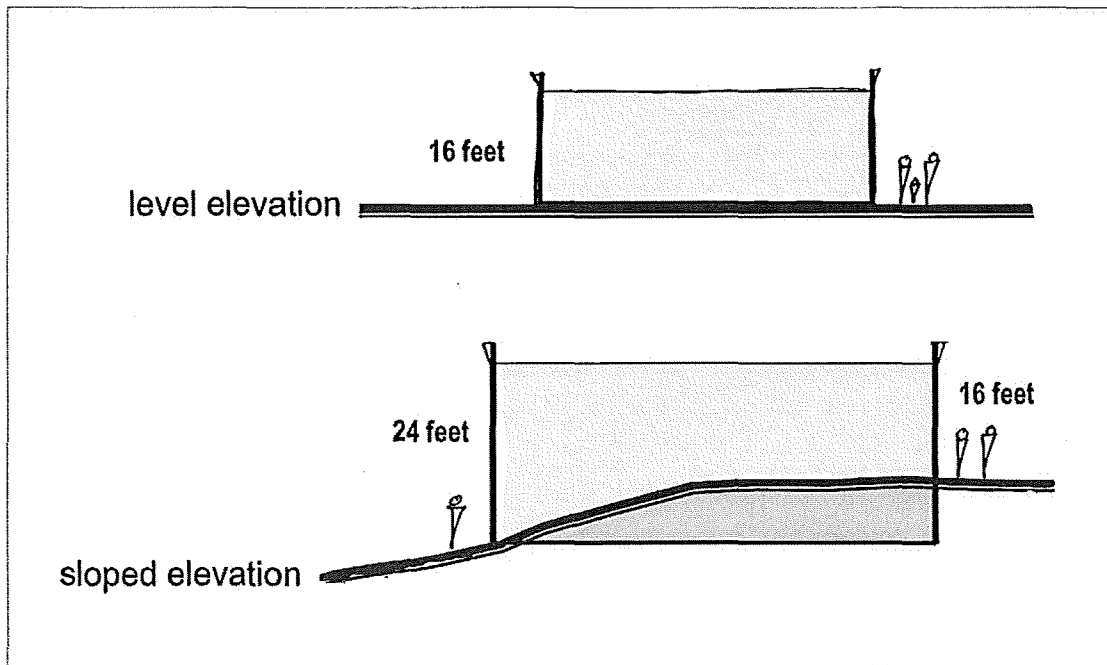




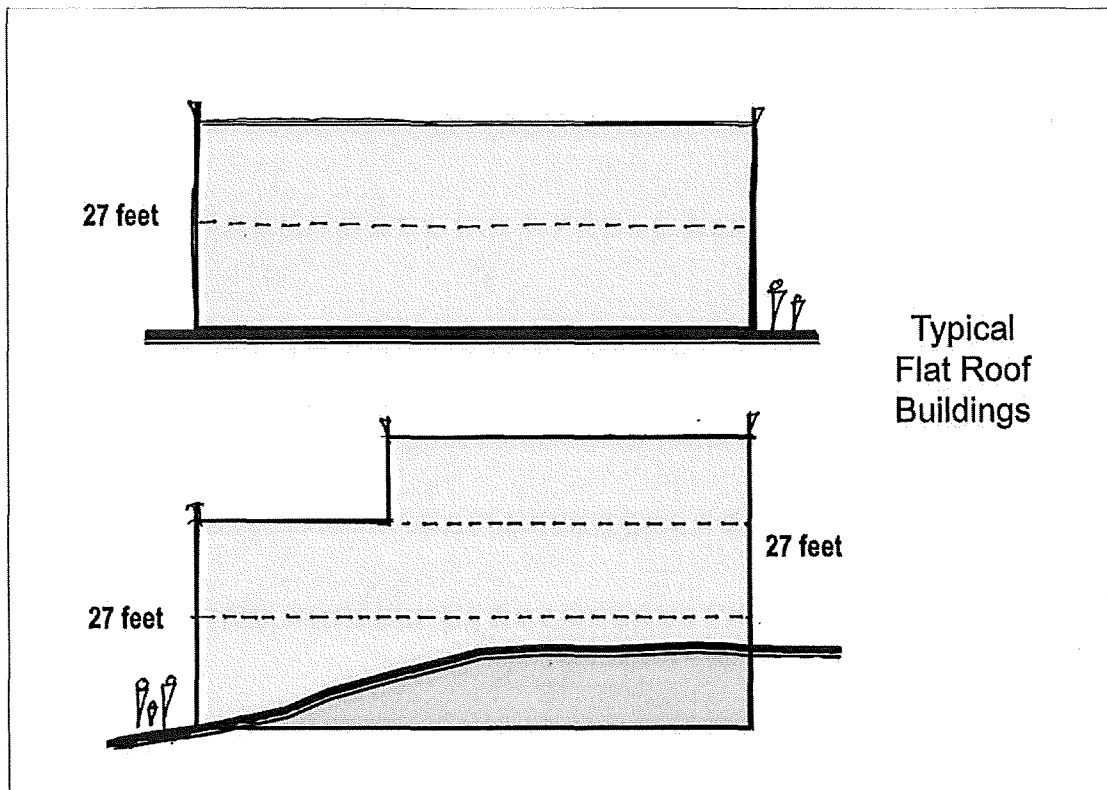
 DB and WC zoning districts affected by proposed height change
 Multi-Story Buildings
 # of Stories
 0 100 200 400 600 Feet

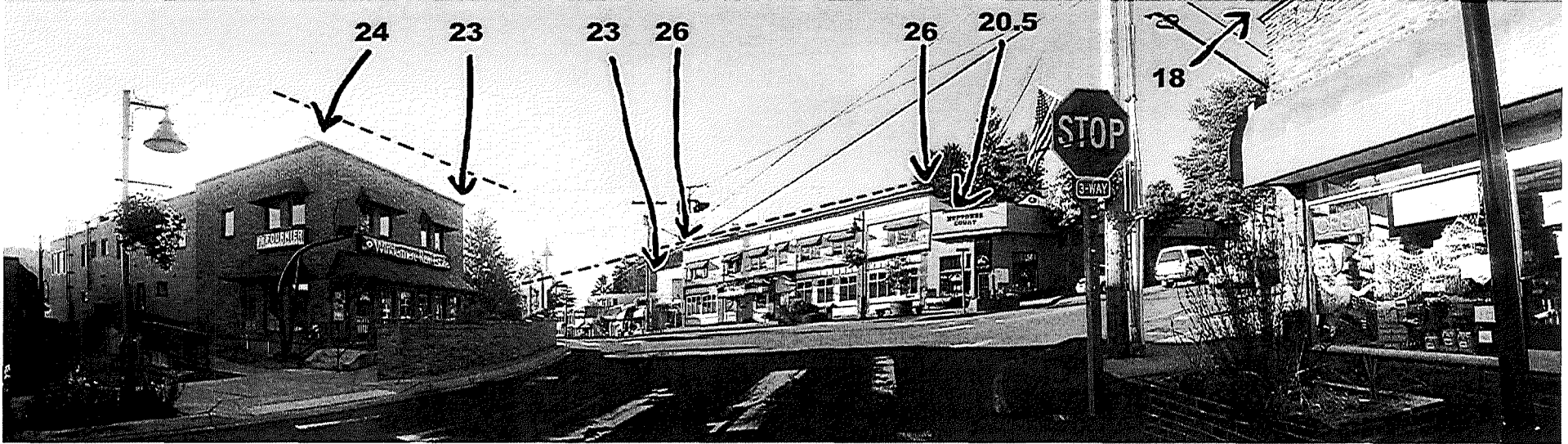
The data features are non-warranty and are intended only to provide an indication of field features. All boundaries shown have not been stopped with a present title to the property. Deliberate and/or accidental errors may occur. The County assumes no liability for variations or inaccuracies in the data. ALL RIGHTS EXPRESSED OR IMPLIED ARE RESERVED. THE COUNTY MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.

CURRENT HEIGHT LIMITS

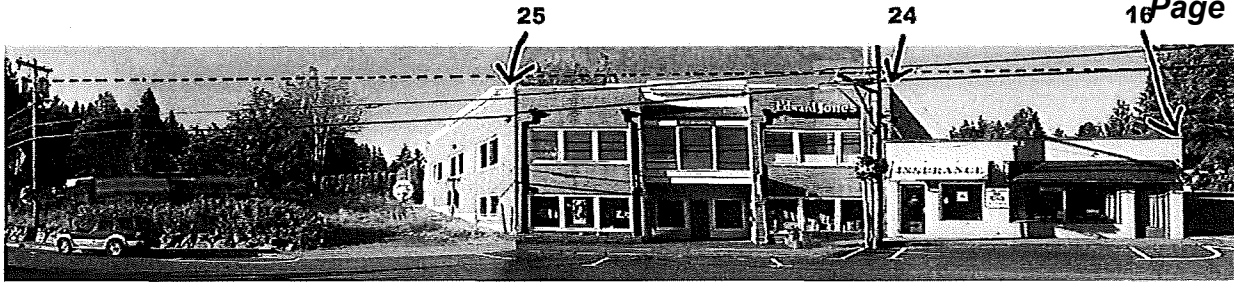


PROPOSED HEIGHT LIMITS



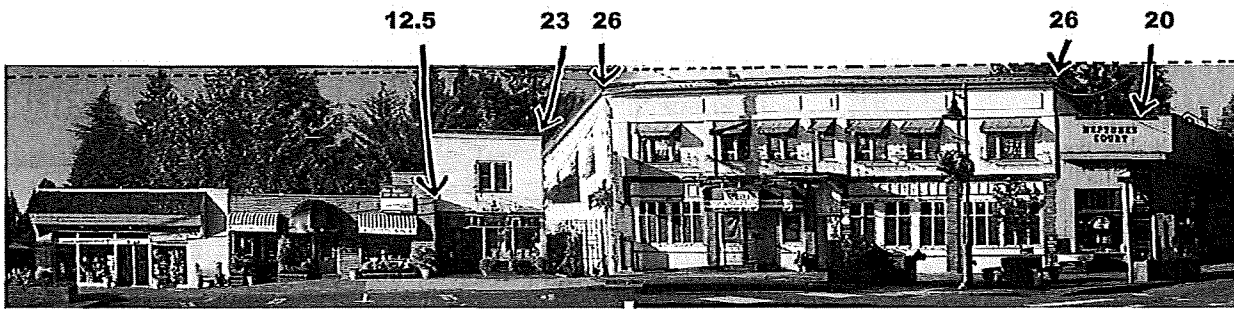


**Existing Heights (approx)
and the proposed
27-ft Height Limit for
Downtown Business (DB)
and adjacent
Waterfront Commercial (WC)**

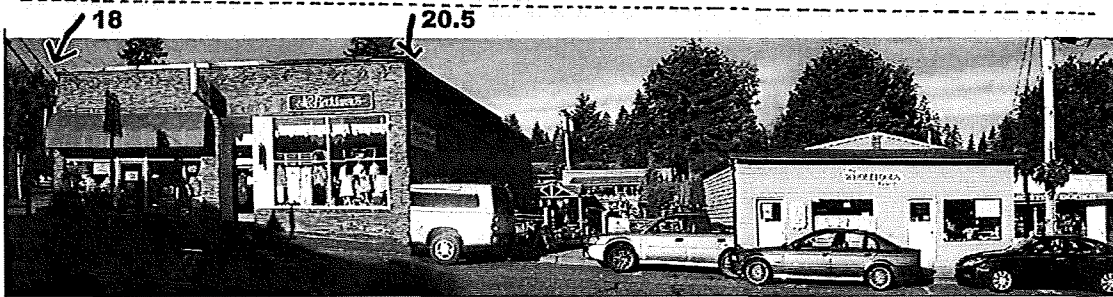


Stutz Site - Willis Bldg - Insurance Bldg on Harborview Dr

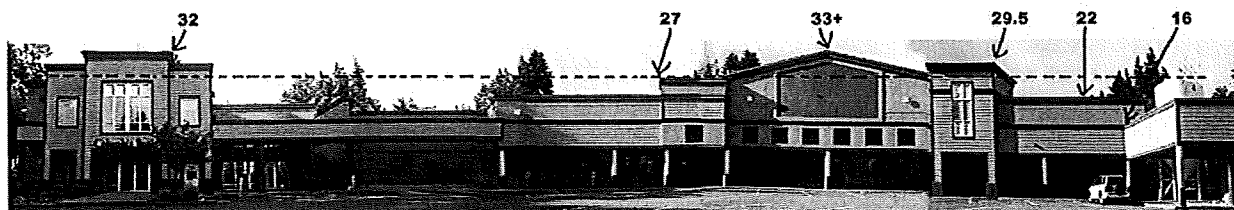
**BLACK LINE REPRESENTS PROPOSED
27-FT HEIGHT LIMIT**



Peninsula Hotel Steetscape on Harborview Dr



McBecklands - WildBirds - Whole Foods - Mostly Books on Harborview Dr



QFC Shopping Center on Judson Str



DEVELOPMENT SERVICES

**NOTICE OF RECOMMENDATION
CITY OF GIG HARBOR PLANNING COMMISSION**

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: Residential Building Height and Front Setbacks Requirements in Waterfront Zones

Application:

This application was initiated by the City of Gig Harbor after the City's Historic Preservation Office and the Planning Department identified an issue with where height is being measured for residential buildings along the waterside of Harborview and North Harborview Drive in the Historic District. New homes built under current regulations are significantly lower than historic homes as viewed from the street and the front yard setbacks are not consistent with the historic streetscape.

Planning Commission Review:

The Planning Commission held two work study sessions on February 21, 2013 and March 7, 2013.

Upon review of existing codes and built conditions, the Planning Commission proposed two amendments for residential buildings in the waterfront zones:

1. Height Measurement Location: Change where the 18-foot uphill height limit is measured from the building setback line to the property line abutting the street ROW.
2. Front Setback: Change the front setback to more closely reflect existing street setbacks of historic homes as follows:

House – 12 feet
Garage – 18 feet
Porches – 6 feet

A public hearing was held on April 11, 2013. Upon consideration of the comments received, the Planning Commission held a work study session on May 2, 2013 and recommended **APPROVAL** of the amendments contained at the end of this notice.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

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

GOAL 3.15: IDENTIFY, PRESERVE AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE

GOAL 3.18: TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT.

3.18.2. Develop guidelines which promote compatible development within designated areas.

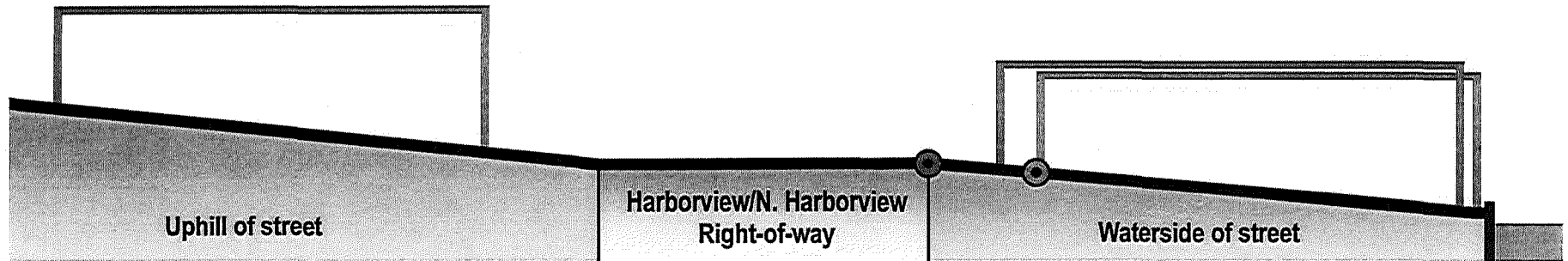
Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas.

2. The current height measurement location for residential buildings on the waterside of Harborview and North Harborview Drive has led to new homes being significantly lower than historic homes as viewed from the street.
3. The current front yard setback provisions do not allow for the retention of the historic residential character of that streetscape.
4. Nonresidential buildings along the same street frontage must be located within 10 feet of Harborview and North Harborview Drive and the maximum height can be measured at the property line along the right-of-way.
5. Proposed amendments will allow new homes to be closer to the sidewalk and bring entries to the street level to better match the historic streetscape.
6. Existing view corridor and side setback requirements will not change under the proposal.
7. The proposed amendments will make the residential requirements more consistent with the nonresidential buildings along the same streetscape.
8. The new Shoreline Master Program is expected to require a setback from the ordinary high water mark, the smallest of which is 35 feet, thereby reducing the buildable area of a lot along the water. The proposed decrease in front yard setbacks will help mitigate that impact to the buildable area of the lot.
9. The Planning Commission finds that the proposed amendments are consistent with the Harbor Vision statement and with the comments heard at the public hearing for these amendments.

Harris Atkins, Chair
Planning Commission



Date 5/2/2013



Site Section

scale: 1" = 30'



Existing Allowed Residential Building Envelope



Proposed Residential Building Envelope in Waterfront Zones (WR, WM and WC)



Existing height measurement location (18-foot maximum height)



Proposed height measurement location (18-foot maximum height)

Front Yard Setbacks

Existing:

Porch - 12 feet

House - 20 feet

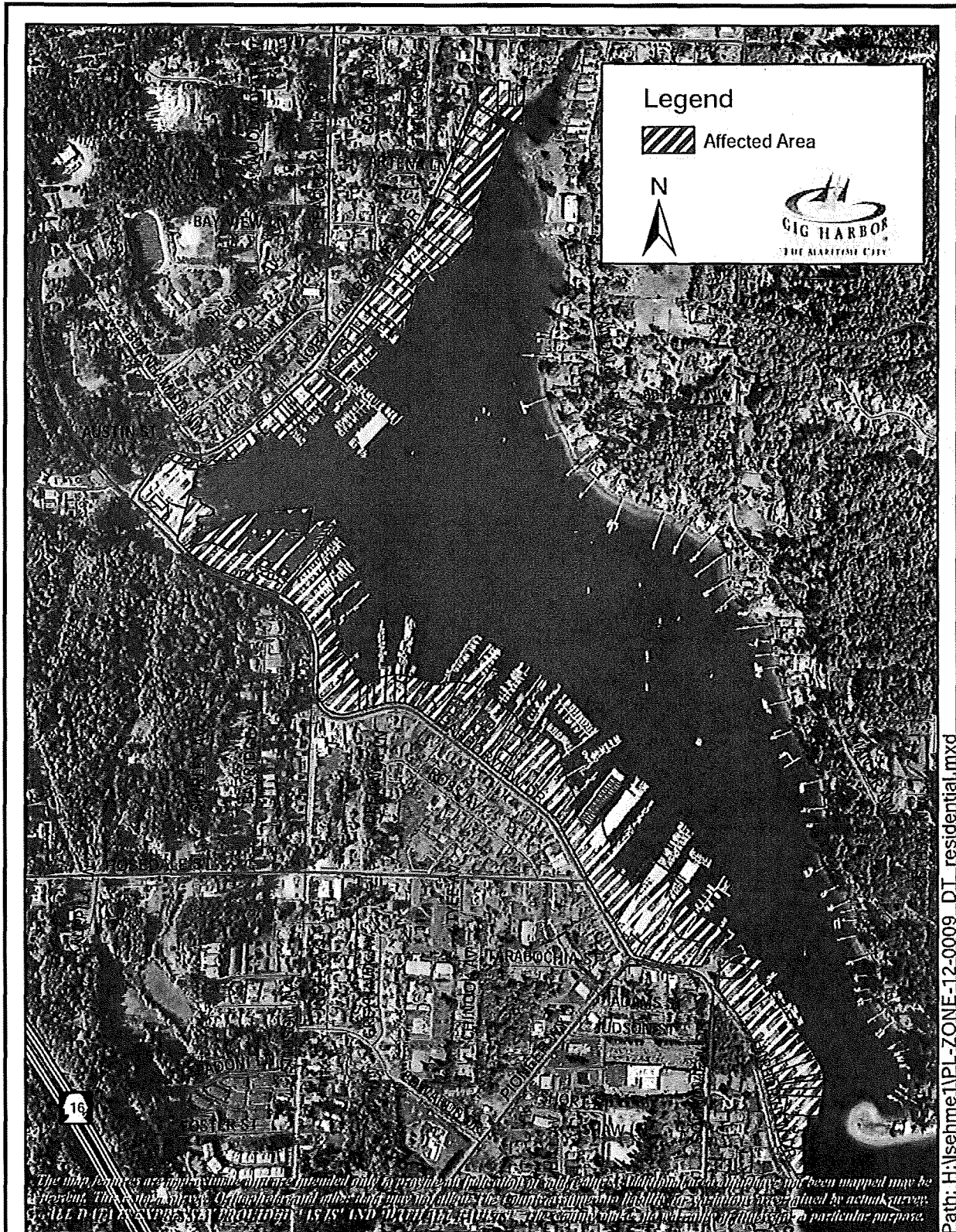
Garage - 26 feet

Proposed:

Porch - 6 feet

House - 12 feet

Garage - 18 feet



The map features are approximate in nature. Intended only to provide an indication of subject matter. Additional features which have not been mapped may be present. This is not a survey of title and does not constitute a warranty or guarantee of accuracy. All data is provided "AS IS" AND "WITH ALL FAULTS". The reader makes the use of this map for a particular purpose.

Path: H:\sehme\1PL-ZONE-12-0009_DT_residential.mxd

Residential Buildings in Waterfront Zones Proposed Height & Setback Amendments

Kester, Jennifer

From: Hunter, Chuck
Sent: Tuesday, July 09, 2013 3:52 PM
To: Towslee, Molly; Kester, Jennifer
Subject: FW: Public Hearing 7/8/13

Follow Up Flag: Follow up
Flag Status: Flagged

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

From: NANCY JERKOVICH [<mailto:mysensaria@mac.com>]
Sent: Monday, July 08, 2013 4:36 PM
To: Hunter, Chuck
Subject: Public Hearing 7/8/13

Dear Mayor and Council,

We oppose the proposed measures to change the Gig Harbor downtown zoning code. The change in setback measurement will create buildings taller and closer to the road. This will do nothing to enhance the character of our waterfront zones. Our current regulations have been long fought for and respected by previous councils. If the property will not sustain the buyers plans, they should look elsewhere. We need to encourage and respect our view corridors. Thank you. Nick and Nancy Jerkovich. 3710 Harborview Drive

Sent from my iPad

Kester, Jennifer

From: Towslee, Molly
Sent: Monday, July 08, 2013 8:34 AM
To: Kester, Jennifer
Subject: FW: Gig Harbor height restriction change

Follow Up Flag: Follow up
Flag Status: Flagged

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

From: Sara McDaniel [<mailto:tbmcdaniel@juno.com>]
Sent: Monday, July 08, 2013 8:18 AM
To: Towslee, Molly
Subject: Gig Harbor height restriction change

Good morning,

Im writing about the height restriction change in Gig Harbor because I walk the harbor several times a week. I do this with probably hundreds of other people. I believe they come from all over to experience the beauty the harbor provides. Allowing buildings to be taller will impact the view and as a result impact all of us who enjoy our time walking there. And that could impact a lot of other things like the coffee shops where we all get our drinks, etc. Keeping the buildings shorter is a good thing...don't change it!

Sara McDaniel

Sent from my iPad

Kester, Jennifer

From: Stanton, Lita
Sent: Monday, July 08, 2013 9:49 AM
To: Kester, Jennifer
Subject: FW: Downtown Building Size and Height Amendments Public Hearing Notice
Attachments: Gig Harbor Height Analysis 7-5-2013.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Jennifer:

Since the waterside edge of the sidewalk is unlikely to ever change -- measuring from it is reasonable. Since my comments (as Historic Preservation Coordinator) during PC meetings are not noted anywhere, please include this in the record.

As previously stated (but unrecorded), I agree that the measurement should be **from the sidewalk** but for different reasons.

NOT because this change is closer to the historic setbacks per Boe's comment (highlighted in yellow below) or because of "New Urbanism" porch protocols.

Setback measurements along Harborview and North Harborview for historic buildings are inconsistent.

Partly because (back then) there were no setback regulations and because over the years, road widths and sidewalks (including elevations and grades) changed.

Two considerations that help preserve the historic character:

1. Since **heights of historic homes along the waterfront are more often taller than 18 feet**, a change in the setback allows for additional height and (where grades are dramatic) helps pull them a little further out of the "hole".
2. This change gives property owners more buildable land in response to what the SMP buffer setback takes away.

Thanks,

Lita Dawn Stanton
Historic Preservation Coordinator

From: David Boe [mailto:dboe@boearc.com]
Sent: Friday, July 05, 2013 5:36 PM
To: Hunter, Chuck; Guernsey, Jill; paulkadzik@comcast.net; Malich, Ken; Payne, Tim; Ekberg, Steve; Perrow, Michael; Young, Derek
Cc: Kester, Jennifer; Stanton, Lita; jarcher@boearc.com
Subject: RE: Downtown Building Size and Height Amendments Public Hearing Notice

Mayor and City Council Members, I again send you an e-mail regarding the Proposed Height Amendments for which you are having a Public Hearing on Monday (I hope to be able to attend to present as well). And again, I greatly appreciate the City of Gig Harbor revisiting the existing code relative to the Visioning process that you completed.

Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Friday, July 05, 2013 5:36 PM
To: Hunter, Chuck; Guernsey, Jill; paulkadzik@comcast.net; Malich, Ken; Payne, Tim; Ekberg, Steve; Perrow, Michael; Young, Derek
Cc: Kester, Jennifer; Stanton, Lita; jarcher@boearc.com
Subject: RE: Downtown Building Size and Height Amendments Public Hearing Notice
Attachments: Gig Harbor Height Analysis 7-5-2013.pdf

Mayor and City Council Members, I again send you an e-mail regarding the Proposed Height Amendments for which you are having a Public Hearing on Monday (I hope to be able to attend to present as well). And again, I greatly appreciate the City of Gig Harbor revisiting the existing code relative to the Visioning process that you completed.

But again, I strongly urge you to consider measuring the uphill height to the back of the existing sidewalk instead of the along the front property line as currently proposed.

Why? Because if it stays as currently proposed, you will still get new residential buildings that will be built into a 'hole' relative to the sidewalk along the waterside of Harborview Drive (a condition that is not attractive nor represents the historical character of the Harbor.

Attached is a Drawing that highlights this – using a real site, with real site elevations, with a real project that is going to be submitted upon approval of the revised code (and will thus will be designed to the new revised code in whatever form it ultimately takes).

The true reality of this site, is that when measuring the building height as proposed currently by the City, the actual height relative to the existing sidewalk is not 18-feet but 16-feet 4 + 11/16ths-inches because the existing ground at the front property line is significantly below the existing sidewalk). Thus, the new residence design will end up having a main porch level also significantly BELOW the elevation of the existing sidewalk. All New Urbanism design manuals recommend that the front porch should be at least 18" ABOVE the corresponding pedestrian sidewalk level – and here we will end-up with a porch that is closer to 18" BELOW the existing sidewalk. This is the residence elevation that is shown on the left side of the drawing (note 6-foot tall figure relative to the house!). With no change to the proposed code, this will be very close to what this project will look like.

Now IF the building height is measured to the back of the existing sidewalk, then at least the main porch level can be at or slightly above the existing sidewalk height. This allows the new residence to be designed much closer to the historic character and patterns of the Gig Harbor Waterfront. Also, because the sidewalk exists, any pedestrian walking along the sidewalk will know how high a new building can be – it is 18-feet from where they are standing. This is the residence elevation shown on the right side of the drawing that our client would much rather have us design and for them to occupy.

I propose that a simple amendment can be made to at least allow for new construction to be closer to the historical patterns and character of The Harbor. This would be to add the following:

"For new residences that have their main roofline parallel to the view towards the water, the maximum height is measured from the highest point located at the back of the existing public sidewalk within the property frontage."

I hope I am able to attend the Public Hearing on Monday to share these points with you personally. Thank you for taking the time to consider this amendment and I hope proposed an amendment which will allow for a new residence to be built along the waterfront in a manner much closer to the unique character of Gig Harbor. David

David Boe – Principal
dboe@boearc.com

From: Andrews, Cindy [<mailto:andrewsc@cityofgigharbor.net>]

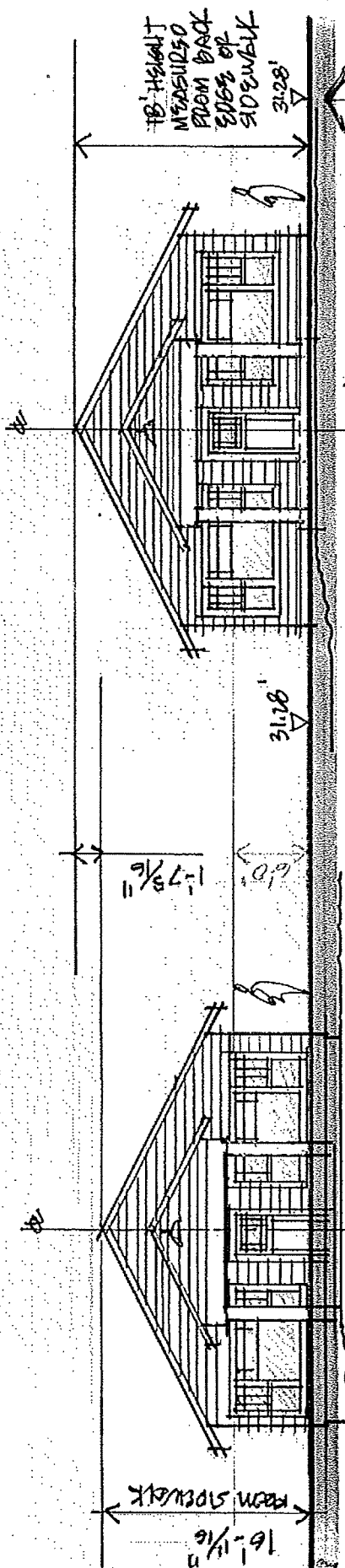
Sent: Wednesday, June 26, 2013 9:14 AM

To: 'Ali Afrassiabi'; 'Anderson, Jani'; 'Anderson, Myron'; 'Archer, Jessica'; 'Bacchus, Ladd'; 'Berntsen, Edward'; 'Bevin, Avery'; 'Boe, David'; 'Bomkamp, Brent'; 'Bourscheidt, Barbara'; 'Bucy, Russ and Lynne'; 'Carlson, Chuck'; 'Cassell, Constance'; 'Champaco, Brent'; 'Chuck & Charli Meacham'; 'Chuck & June Meacham'; 'Clark, Dennis'; 'Clark, Marjie and Dennis'; 'Coutts, Valerie'; 'Crites, Michael'; 'Czuleger, Tami'; 'Davis, Brett'; 'Declements, Annie'; 'DesMarais, Mary'; 'Dishman, Bruce and Linda'; 'Dompier, Norma'; 'Draggoo, Bob'; 'Draggoo, Bob'; 'Drohan, Tom'; 'Evans, Bill and Karen'; 'Ford, Richard'; 'Frisbee, Bob'; 'Gagliano, Jeanne'; 'Gagliano, Joseph'; 'Gaigher, Shannon'; 'Gair, Bruce'; 'Gary, Tom'; 'Gerald, Bill'; 'Glein, Gary'; 'Glock-Johnson, Charlee'; 'Graffe, Jo'; 'Grinberg, Roy'; 'Harder, Barbara'; 'Herneux, Curtis'; 'Hill, Leonard'; 'Hill, Leonard'; 'Hoppen, Guy'; 'Hoppen, Mark'; 'Hunter, Dianne'; 'Jason Faulkner'; 'Johnson, Martha'; 'Johnson, Noah'; 'Junge, Scott'; 'Kabbhalim, Paris'; 'Kent-Smith, Tomi'; 'Kreitzer, Karl and Lois'; 'Lantz, Pat and John'; 'Lee, Janet'; 'Leroy, Margot'; 'Lolland, Sue'; 'Lovell, Abby'; 'McClements, Patty'; 'Meyer, Gary'; 'Miller, Wayne'; 'Mitton, Joanie'; 'Moist, John'; 'Morris, Dave'; 'Morrison, Julian'; 'Mott Janine'; 'Mueller, Randy'; 'Murray, Joyce'; 'nedderman, Ted and Nancy'; 'Norman, Peter'; 'Norton, Larry'; 'Oka Akiko'; 'Page, Trena'; 'Perrow, Wade'; 'Peterson, Joyce'; 'Peterson, Pam'; 'Pollitt, George'; 'Pugh, Nick'; 'Quincy, Jake'; 'Ragan, Greg and Karen'; 'Reed, Cindy'; 'Richardson, Lousie'; 'Rose, Andrew'; 'Ross, Debra'; 'Rushforth, Dennis'; 'Scanlan, Conor'; 'Seaquist, Larry'; 'Shaffer, Keirsten'; 'Shaffer, Lilly'; 'Simon Barbara'; 'Smith, lee'; 'Steifel, Justin'; 'Stenlyein, Alice'; 'Stevenson, Lynn'; 'Stouz, Nancy'; 'Thurston, Kathy'; 'Turley, Bryce'; 'Vance, Jan'; 'Vance, John'; 'Vergera, Haleigh'; 'Willenbrock, Jacob'; 'Willenbrock, Kelsea'; 'Wills Christine'; 'Winfrey, Patti'; 'Acker, Colene'; 'Acker, Jeff'; 'Ancich - Quigg, Kathleen'; 'Anderson, Claudia'; 'Bauder, John Vice President'; 'Beyerly, Bruce'; 'Bickford, Kaye'; 'Brent Tayet'; 'Brett Marlo-Desantis'; 'Bucher, Charles'; 'Clark, Dennis'; 'Curry, Laury'; 'Devereux, Betty'; 'Driggers, Barbara'; 'Frazier, Suzanne'; 'Gerlof, Charlotte'; 'Grimmer, Kurt'; 'Hartley, Steve'; 'Hopkins, D.'; 'Janes, Marc'; 'Jeane Gazabat'; 'Knapp, Robert'; 'Lepape, Marilyn'; 'Lucas, Bett'; 'Martinez, Fil'; 'Michaelson, Tony'; 'Millichap, Marcus'; 'Money, Bruce'; 'Norman, Peter'; 'Ortgiesen, Jon'; 'Perrow, Michael'; 'Pine, David'; 'Rodney Tayet'; 'Rogers, Bruce'; 'Schlicher, Nathan'; 'Smith, Lee'; 'Sorensen, Doug'; 'Stanley, Peter'; 'Sutich, Tom'; 'Taghavi, Jafar'; 'Woock, Jenia'; 'Wood, Rob'

Subject: Downtown Building Size and Height Amendments Public Hearing Notice

Please find attached the Notice of Public Hearing for the Downtown Building Size and Height Amendment proposed for City Council public hearing on Monday July 8th, 2013 at 5:30 pm. Please contact Jennifer Kester, Planning Director at 253-853-7631 or kesterj@cityofgigharbor.net if you have any questions. Thank you Cindy Andrews

Cindy Andrews
 Community Development Assistant
 City of Gig Harbor Planning Department
 (253) 851-6170
andrewsc@cityofgigharbor.net



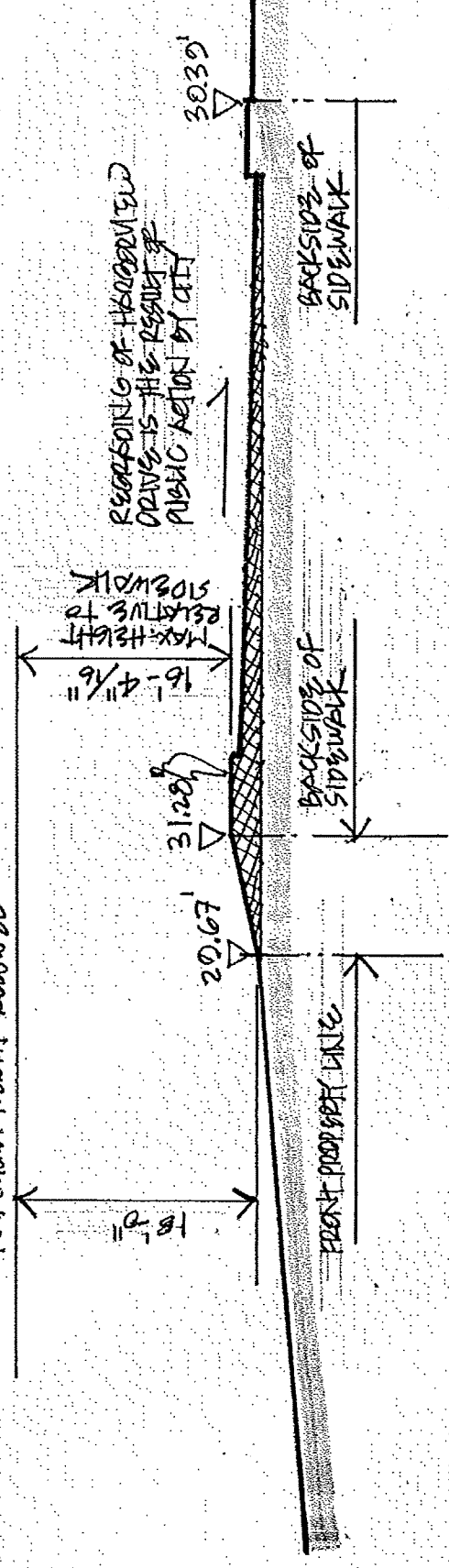
CURRENT PROPOSED MARKS
REGULATIONS WILL BE BUILT
INTO A HOLE - MAIN LEVEL
BELOW THE EXISTING SIDEWALK

MIN 3.015 TO 2.992 FROM WORK 0.5015 TO 0.5115 Ht. 31'

MIN 3.015 TO 2.992 FROM WORK 0.5015 TO 0.5115 Ht. 31'

MIN 3.015 TO 2.992 FROM WORK 0.5015 TO 0.5115 Ht. 31'

MINIMUM HEIGHT ALLOWED



RELOCATION OF UNRECORDED
ORAINS THE RESULT OF
PUBLIC ACTION BY CITY

MIN 3.015
BACKSIDE OF
SIDEWALK

MIN 3.015
BACKSIDE OF
SIDEWALK

FRONT PORCH DEPTH 18'0"

MAX HEIGHT
RELATIVE TO
SIDEWALK
16'-4 1/16"

Kester, Jennifer

From: Debra Ross [debraross80@yahoo.com]
Sent: Monday, July 08, 2013 7:33 AM
To: Kester, Jennifer
Subject: Public Hearing

Follow Up Flag: Follow up
Flag Status: Flagged

Jennifer

I am not able to attend the Downtown Building Size & Height Amendments Public Hearing that is being held tonight, July 8th, 5:30 PM.

I have expressed my opinion before but would like to again state that I feel that the six (6) to eight (8) existing commercial buildings in the Millville Waterfront District which abuts the Downtown Business (DB) and the Waterfront Commercial (WC) would benefit from the Amendments that are being placed in front of the City Council at this hearing. These existing commercial buildings within the Millville Waterfront area are a vital part of downtown Gig Harbor commercial business and should be given the same advantages as the buildings right next door to them.

Thank you for your time and consideration.

Debra Ross

Debra L. Ross
253-851-4751 home, office, fax
253-970-3966 cell

Kester, Jennifer

From: Tomi Kent-smith [tomikent@msn.com]
Sent: Thursday, June 27, 2013 4:40 PM
To: Kester, Jennifer
Cc: Hunter, Chuck; Young, Derek; paynet@cityofgigharbor.net; Malich, Ken; Ekberg, Steve; Perrow, Michael; Guernsey, Jill; Kadzik, Paul
Subject: Proposed Waterfront Residential Amendments

Follow Up Flag: Follow up
Flag Status: Flagged

In both WM and WC zones, the ground slopes down to the water edge on almost the entire water side (east) of Harborview Drive. Remember it's a hill and the downward slope is towards the water! (It also slopes down to the water's edge on North Harborview on the majority of properties.)

It has always been my understanding that we as a City would do whatever possible to maintain the water view for all. Not just for those fortunate enough to own waterfront property.

However, by moving the uphill height limit measurement to the property line abutting the street ROW, the City will be eliminating the view of the water for anyone residing on directly on Harborview Drive on the west or non-water side of the street. This seems unfair as all these residents will be looking across the street at the facade of the homes built in accordance with the proposed change. Any water view the residents on the west side of Harborview Drive have will be forfeited to the proposed waterfront amendment if it is adopted.

The Millville district is almost exclusively residential with the homes along Harborview Drive dating back to the early 1900s. It also has more resident homes on the street level (Harborview Drive) than any other area surrounding the harbor until one reaches North Harborview east of Peacock Hill.

This amendment seems to take undue advantage of the Millville district, and seems to eliminate access to a water view however limited it might be.

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

Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Monday, June 03, 2013 3:22 PM
To: Hunter, Chuck; Guernsey, Jill; Ekberg, Steve; paulkadzik@comcast.net; Perrow, Michael; Young, Derek; Payne, Tim; Malich, Ken
Cc: Kester, Jennifer; Stanton, Lita
Subject: Gig Harbor Waterfront Building Heights

Dear Mayor and Council Members, just a quick note regarding your Study Session today where you will be reviewing building heights along Harborview Drive (I apologize for not attending but it seems I have some council duties this afternoon on this side of the Narrows).

I commend you, the Planning Commission and staff at looking at these issues in order to provide incentive for new development that can be designed to reflect the historical patterns and character that make Gig Harbor such a unique waterfront.

I do have one concern, and that is 'where' the height is measured from. Because Harborview Drive was filled on the downhill side of the roadway in order to make it function for traffic, drainage, and pedestrians – it has artificially put the waterside of Harborview Drive into a hole relative to the existing sidewalk (typically 2 – 4 feet below the walking surface). While the proposed changes are welcome, they do not reflect this actual condition along the Harbor – thus even new development under the proposed rules will continue to be constructed with a main floor level that is below the sidewalk (a condition that is not typical of the historic character of the waterfront).

I strongly recommend that downhill properties allow for the zoning height to be measured from the back of the existing sidewalk. This will allow for new development that can be designed for pedestrian friendly interface between the sidewalk and the built environment (and will allow for more consistency between the uphill and the downhill sides of Harborview Drive).

Again, thanks for your review of the zoning code – and if you have any questions, please do not hesitate to give me a jingle. David

David Boe - Principal
dboe@boearc.com

BOE architects, pllc
705 Pacific Avenue
Tacoma, WA 98402
(253) 383-7762
www.boearc.com

Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Thursday, April 11, 2013 4:38 PM
To: Kester, Jennifer
Cc: Stanton, Lita; jarcher@boearc.com; Guernsey, Jill
Subject: RE: Downtown Residential Building Height and Front Setback Amendments
Attachments: Section at Harborview.pdf

Jennifer, in preparation for tonight's Planning Commission Public Hearing on Residential Heights along Harborview, I sketched a quick section using survey points from the site survey at the Quigg's property. This demonstratively shows that the back of sidewalk along the property is actually more than 18" above the highest point along their Property Front Setback Line. This is due to the filling of Harborview Drive when it was upgraded to make it level – and at this location on Harborview, the waterfront side of the street is actually 11.4 inches above the upland side due to the roadway being banked/sloped because of the curve of the roadway alignment.

So, the height of a structure relevant to the back of sidewalk (where the general public is walking) for a site like this will not be 18 feet – but actually be 16'-4". If a new structure was designed with a main level at the same elevation as the back of sidewalk, and using a 6:12 pitch for the roof, and keeping with the same width as the existing structure on the site (30 feet), the interior ceiling height of the main level would be less than 8'-0" tall. The resultant structure would also have less than a 2.5 width to 1 height ration which is a minimum proportional requirement of the Design Manual. To meet the minimum proportion requirement of the Design Manual, the building height would need to be 19.5 feet from the back of sidewalk (and if the main floor was 2 to 3 steps up from the back of sidewalk, this height would need to be closer to 21 feet).

Given this situation, the only option in order to get a reasonable ceiling height on the main level of the residence is to 'sink' the structure considerably below the back of the sidewalk. This will unfortunately result in a final design that does not compliment the historic character of the neighborhood as it will look as if it has been sunk into a hole (and all New Urbanism Design Guidelines recommend a main living level two or three steps above the adjacent sidewalk).

At a minimum, I recommend that the overall building height should be measured to the back of the existing Harborview Drive sidewalk as this give the opportunity of a final design that is much more in keeping with the historic character of the Gig Harbor Waterfront.

If you have time, can you please print out copies of the drawing for the commissioners. I hope to be able to make the meeting tonight – but just in case...

Thanks again for the opportunity to comment. David

David Boe – Principal
dboe@boearc.com

From: David Boe [mailto:dboe@boearc.com]
Sent: Thursday, April 04, 2013 10:40 AM
To: 'KesterJ@cityofgigharbor.net' (KesterJ@cityofgigharbor.net)
Cc: Stanton, Lita; jarcher@boearc.com; guernseyj@cityofgigharbor.net
Subject: RE: Downtown Residential Building Height and Front Setback Amendments

Jennifer, attached is correspondence with my client regarding the proposed height increase for new residential projects along the waterfront side of Harborview Drive. The Quiggs asked for a drawing of what they would like to construct in comparison to the existing structure as they plan on going to all of their neighbors to show them what they are proposing – with the hopes of getting them to testify at next week's Planning Commission Public Hearing in support of raising the height to 18-feet measured from the highest point at the back edge of the sidewalk.

As I have noted many times before, measuring the building height from the highest point along backside of the sidewalk is going to result in a far superior result (a result that is more in keeping with character of historic Gig Harbor) and will be much easier and predictable for neighbors to understand the impact of any new proposal for a site.

Thanks for your attention. David

David Boe -- Principal
dboe@boearc.com

From: David Boe [<mailto:dboe@boearc.com>]
Sent: Friday, March 29, 2013 12:57 PM
To: 'KesterJ@cityofgigharbor.net' (KesterJ@cityofgigharbor.net)
Cc: 'Stanton, Lita'; jarcher@boearc.com; guernseyj@cityofgigharbor.net
Subject: RE: Downtown Residential Building Height and Front Setback Amendments

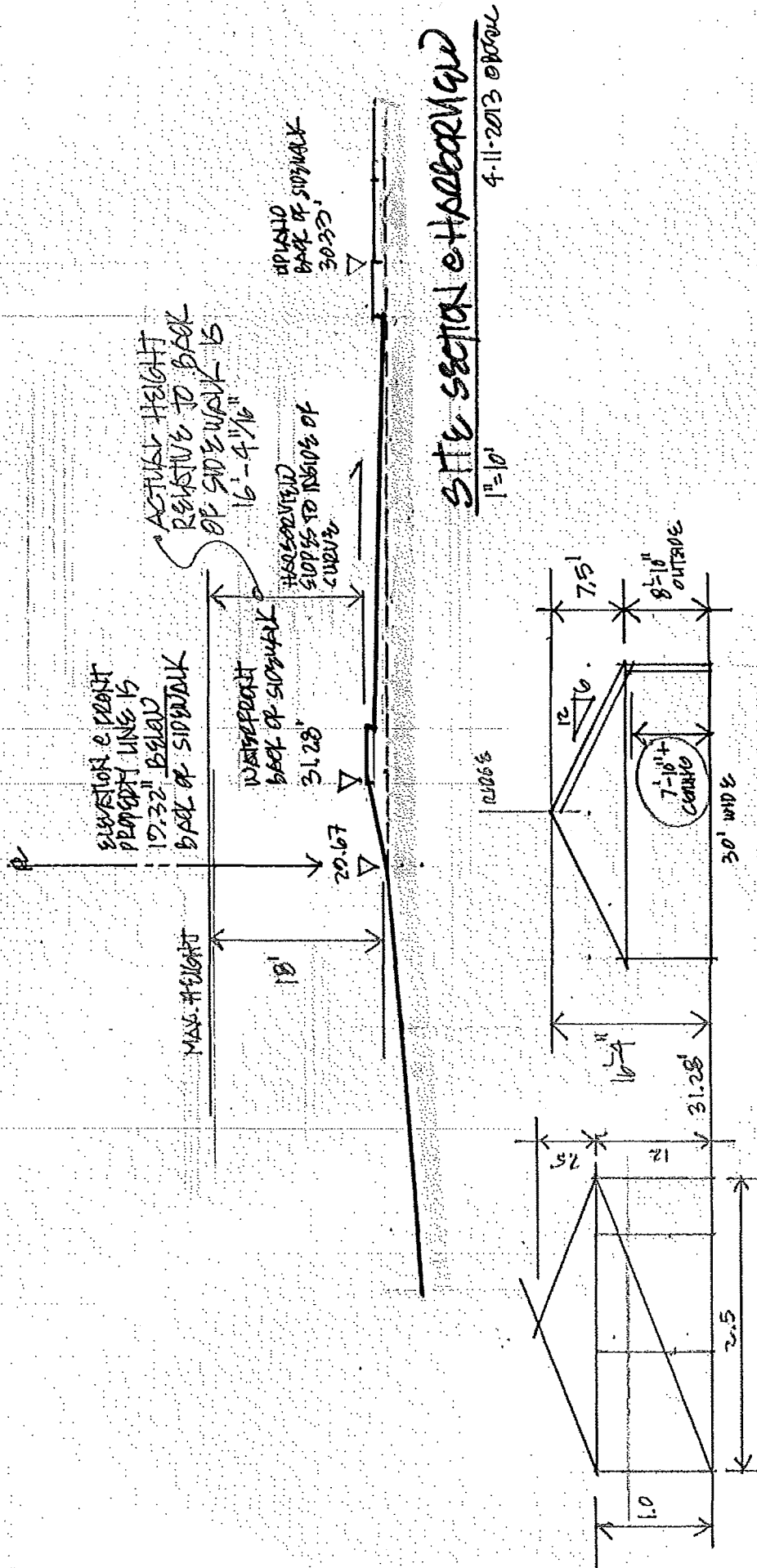
Jennifer, thanks for the notice of the proposed change to the building height along the waterfront – this general direction is to be applauded for realizing that the current code is not getting the type of projects that positively impact the historic street frontage along Harborview Drive.

Unfortunately, when applied to a real site with real dimensions and elevations, the result is a negligible increase in height when the goal of the change is to achieve a design that is more in keeping with the historic structures along Harborview.

I have attached a portion of a survey for a property within the area under consideration for this increase. By the current code, the highest elevation point on the front building setback is 29.5 feet. Measuring to the highest point along the property line as proposed by the change increases this by 6" to 30.0 feet; however, the back edge of the Harborview Drive sidewalk is still a further 1'-3" higher than this new measuring point (it is at elevation 31.25'). This is due to the engineering and construction of Harborview Drive by the City – not by any action of the property owner - and on this site the waterside of Harborview is actually higher than the upland side because of the need to 'bank' the road to the inside of the curve. When walking along the sidewalk, pedestrians view the facades relative to the existing sidewalk they are walking on and do not perceive the historic elevation of the property lines. Through action by the City, the perceived elevations of these sites have changed, thus it seems appropriate to adjust the allowable heights to this new created elevation (as the original properties were design to the old sloped roadway at the time).

Again, as I have noted with the increase in height to the recent DB/WC/etc... zones, I strongly recommend that the back of sidewalk be used at the measuring point for these waterside properties – since that is the 'real' elevation relative to the actual elevation of the street. Thanks for your continued attention to the issue.

David



Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Thursday, April 04, 2013 10:40 AM
To: Kester, Jennifer
Cc: Stanton, Lita; jarcher@boearc.com; Guernsey, Jill
Subject: RE: Downtown Residential Building Height and Front Setback Amendments
Attachments: Proposed Quigg Residence Comparison to Existing Structure

Follow Up Flag: Follow up
Flag Status: Flagged

Jennifer, attached is correspondence with my client regarding the proposed height increase for new residential projects along the waterfront side of Harborview Drive. The Quiggs asked for a drawing of what they would like to construct in comparison to the existing structure as they plan on going to all of their neighbors to show them what they are proposing – with the hopes of getting them to testify at next week's Planning Commission Public Hearing in support of raising the height to 18-feet measured from the highest point at the back edge of the sidewalk.

As I have noted many times before, measuring the building height from the highest point along backside of the sidewalk is going to result in a far superior result (a result that is more in keeping with character of historic Gig Harbor) and will be much easier and predictable for neighbors to understand the impact of any new proposal for a site.

Thanks for your attention. David

David Boe – Principal
dboe@boearc.com

From: David Boe [mailto:dboe@boearc.com]
Sent: Friday, March 29, 2013 12:57 PM
To: 'KesterJ@cityofgigharbor.net' (KesterJ@cityofgigharbor.net)
Cc: 'Stanton, Lita'; jarcher@boearc.com; guernseyj@cityofgigharbor.net
Subject: RE: Downtown Residential Building Height and Front Setback Amendments

Jennifer, thanks for the notice of the proposed change to the building height along the waterfront – this general direction is to be applauded for realizing that the current code is not getting the type of projects that positively impact the historic street frontage along Harborview Drive.

Unfortunately, when applied to a real site with real dimensions and elevations, the result is a negligible increase in height when the goal of the change is to achieve a design that is more in keeping with the historic structures along Harborview.

I have attached a portion of a survey for a property within the area under consideration for this increase. By the current code, the highest elevation point on the front building setback is 29.5 feet. Measuring to the highest point along the property line as proposed by the change increases this by 6" to 30.0 feet; however, the back edge of the Harborview Drive sidewalk is still a further 1'-3" higher than this new measuring point (it is at elevation 31.25'). This is due to the engineering and construction of Harborview Drive by the City – not by any action of the property owner - and on this site the waterside of Harborview is actually higher than the upland side because of the need to 'bank' the road to the inside of the curve. When walking along the sidewalk, pedestrians view the

facades relative to the existing sidewalk they are walking on and do not perceive the historic elevation of the property lines. Through action by the City, the perceived elevations of these sites have changed, thus it seems appropriate to adjust the allowable heights to this new created elevation (as the original properties were designed to the old sloped roadway at the time).

Again, as I have noted with the increase in height to the recent DB/WC/etc... zones, I strongly recommend that the back of sidewalk be used at the measuring point for these waterside properties – since that is the 'real' elevation relative to the actual elevation of the street. Thanks for your continued attention to the issue.

David

David Boe -- Principal
dboe@boearc.com

From: Andrews, Cindy [<mailto:andrewsc@cityofgigharbor.net>]

Sent: Thursday, March 28, 2013 3:24 PM

To: All Afrassiabi; Anderson, Myron; Archer, Jessica; Bacchus, Ladd; Berntsen, Edward; Bevin, Avery; Boe, David; Bomkamp, Brent; Bourscheidt, Barbara; Bucy, Russ and Lynne; Carlson, Chuck; Cassell, Constance; Champaco, Brent; Clark, Dennis; Clark, Marjie and Dennis; Coutts, Valerie; Crites, Michael; Czuleger, Tami; Davis, Brett; Declements, Annie; DesMarais, Mary; Dishman, Bruce and Linda; Dompier, Norma; Dragoo, Bob; Drohan, Tom; Evans, Bill and Karen; Ford, Richard; Frisbee, Bob; Gagliano, Jeanne; Gagliano, Joseph; Gaigher, Shannon; Gair, Bruce; Gary, Tom; Gerald, Bill; Glein, Gary; Glock-Johnson, Charlee; Graffe, Jo; Grinberg, Roy; Harder, Barbara; Herneux, Curtis; Hill, Leonard; Hill, Leonard; Hoppen, Guy; Hoppen, Mark; Hunter, Dianne; Johnson, Martha; Johnson, Noah; Kabbhalim, Paris; Kent-Smith, Tomi; Kreitzer, Karl and Lois; Lantz, Pat and John; Lee, Janet; Leroy, Margot; Lolland, Sue; Lovell, Abby; McClements, Patty; Brett Marlo-Desantis; Dave Morris; David Boe; Dennis Clark; Jeff Acker; Jenia Woock; Lee Smith; Peter Norman; Peter Stanley; Meyer, Gary; Miller, Wayne; Mitton, Joanie; Moist, John; Morrison, Julian; Mueller, Randy; Murray, Joyce; Nedderman, Ted and Nancy; Norman, Peter; Norton, Larry; Oka Akiko; Page, Trena; Perrow, Wade; Peterson, Joyce; Peterson, Pam; Pollitt, George; Pugh, Nick; Quincy, Jake; Ragan, Greg and Karen; Reed, Cindy; Richardson, Lousie; Rose, Andrew; Ross, Debra; Rushforth, Dennis; Scanlan, Conor; Seaquist, Larry; Shaffer, Keirsten; Shaffer, Lilly; Simon Barbara; Smith, Lee; Steifel, Justin; Stenlyein, Alice; Stevenson, Lynn; Stouz, Nancy; Thurston, Kathy; Turley, Bryce; Vance, Jan; Vance, John; Vergera, Haleigh; Willenbrock, Jacob; Willenbrock, Kelsea; Wills Christine; Winfrey, Patti

Cc: Sehmel, Lindsey

Subject: Downtown Residential Building Height and Front Setback Amendments

Please find attached the Notice of Public hearing for the Downtown Residential Building Height and Front Setback Amendments for the City of Gig Harbor Planning Commission Public Hearing scheduled for April 11th, 2013 at 6:00 pm. Please contact Lindsey Sehmel, Senior Planner at sehmell@cityofgigharbor.net or 253-853-7615. Thank you Cindy Andrews

Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Thursday, April 04, 2013 10:31 AM
To: 'Patrick Quigg'
Cc: jarcher@boearc.com
Subject: Proposed Quigg Residence Comparison to Existing Structure
Attachments: Quigg Residence Height Comparison.pdf

Kathy and Patrick, attached is a sketch overlay showing the approximate location of the proposed residence relative to the existing structure. What is important to convey to your neighbors is that the entire new structure 'shifts' to the East so that the side yard between the new residence and the existing residence to the East will be the same on each side of the property line. This shift will open up more of a view corridor to the Bay along the West side of the new residence for neighbors living on the upland side of Harborview Drive.

Also, the ridge of the house will turn 90 degrees so that it is parallel with the view towards the Bay (the existing structure's ridge is perpendicular to the Bay and thus more roof blocks view). With a larger Front Porch proposed, this will shift the main structure of the new residence further to the North so that the increase in height will be off-set by the visual foreshortening of perspective.

Now what I am showing assumes that the 18-feet of total building height is measured from the back side of the highest point of the existing sidewalk. What is being proposed by the City is to make the measuring point the highest point on the front property line – which really does not help your project in a meaningful way as that means only a 6" increase in height allowance to your property. The City's measuring point is actually 18" BELOW the back of the sidewalk along the West Property Line – thus why I am looking for support to have the back of sidewalk used as the measuring point (and this would very easy for the general public to understand as they could just go the high side of the site on the sidewalk, run a tape 18-feet into the air and see what that reality is – versus guessing where the front property line may or may not be).

Historically Harborview Drive used to slope with the land toward the Bay. When the City came in and improved Harborview Drive, they filled along the waterside of the street so that the street and sidewalk was approximately level with the upland side of the right-of-way; thus the current condition where the existing waterside structures appear 'below' the sidewalk. In fact, from the survey, this portion of Harborview Drive is actually ABOVE the upland side of the street because of the slight banking of the roadway due to your property being on the outside edge of a curve.

Hope this helps explain the proposed residence heights. Please do not hesitate to give me a jingle if you have any questions. David

David Boe - Principal
dboe@boearc.com

BOE architects, pllc
705 Pacific Avenue
Tacoma, WA 98402
(253) 383-7762
www.boearc.com

Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Friday, March 29, 2013 12:57 PM
To: Kester, Jennifer
Cc: Stanton, Lita; jarcher@boearc.com; Guernsey, Jill
Subject: RE: Downtown Residential Building Height and Front Setback Amendments
Attachments: Harborview Survey Excerpt.pdf

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David Boe – Principal
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From: Andrews, Cindy [<mailto:andrewsc@cityofgigharbor.net>]

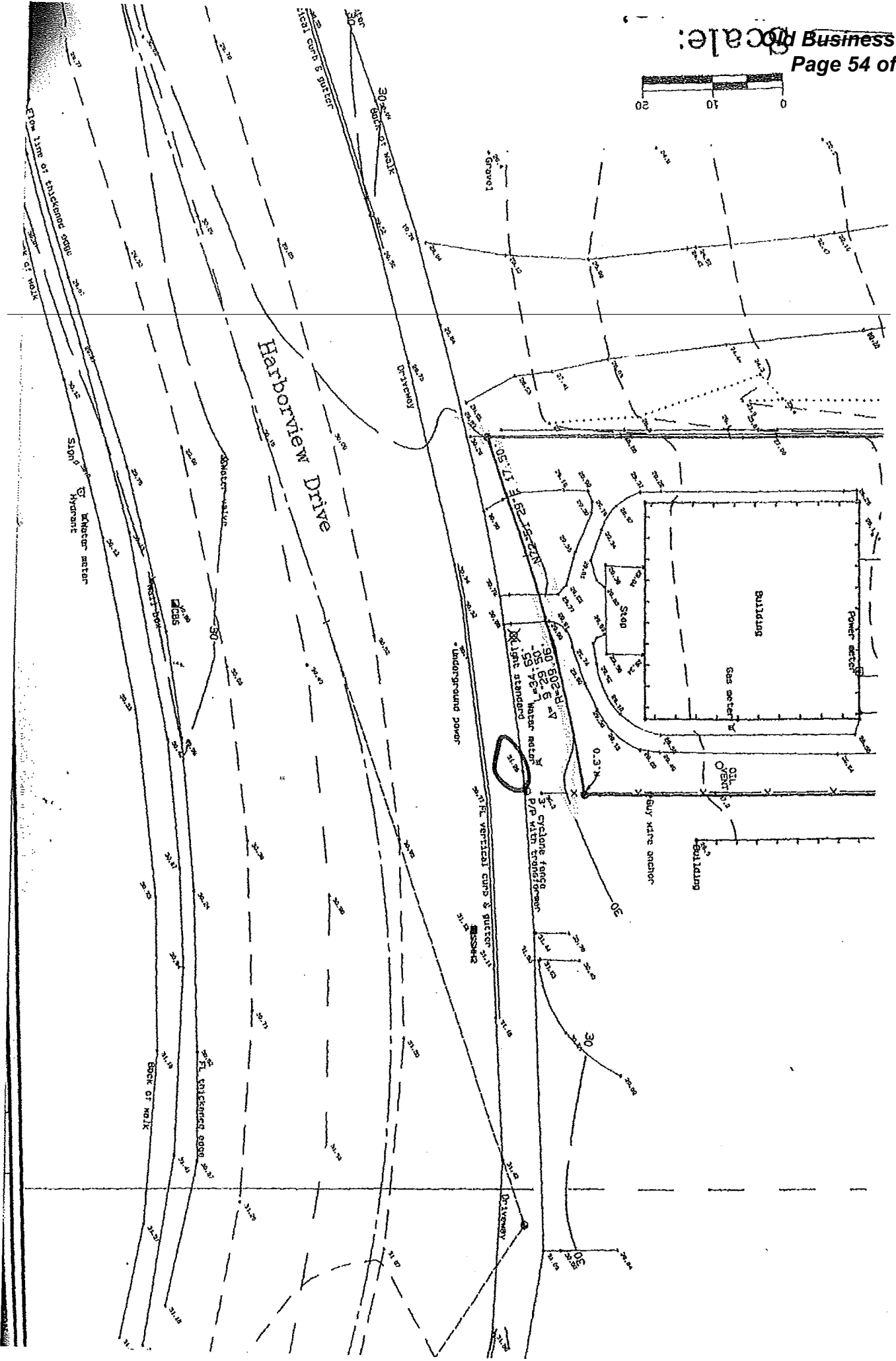
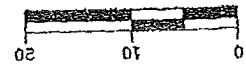
Sent: Thursday, March 28, 2013 3:24 PM

To: Ali Afrasslabi; Anderson, Myron; Archer, Jessica; Bacchus, Ladd; Berntsen, Edward; Bevin, Avery; Boe, David; Bomkamp, Brent; Bourscheidt, Barbara; Bucy, Russ and Lynne; Carlson, Chuck; Cassell, Constance; Champaco, Brent; Clark, Dennis; Clark, Marjie and Dennis; Coultts, Valerie; Crites, Michael; Czuleger, Tami; Davis, Brett; Declements, Annie; DesMarais, Mary; Dishman, Bruce and Linda; Domplier, Norma; Dragoo, Bob; Drohan, Tom; Evans, Bill and Karen; Ford, Richard; Frisbee, Bob; Gagliano, Jeanne; Gagliano, Joseph; Gaigher, Shannon; Gair, Bruce; Gary, Tom; Gerald, Bill; Glein, Gary; Glock-Johnson, Charlee; Graffe, Jo; Grinberg, Roy; Harder, Barbara; Herneux, Curtis; Hill, Leonard; Hill, Leonard; Hoppen, Guy; Hoppen, Mark; Hunter, Dianne; Johnson, Martha; Johnson, Noah; Kabbhalim, Paris; Kent-Smith, Tomi; Kreitzer, Karl and Lois; Lantz, Pat and John; Lee, Janet; Leroy, Margot; Lolland, Sue; Lovell, Abby; McClements, Patty; Brett Marlo-Desantis; Dave Morris; David Boe; Dennis Clark; Jeff Acker; Jenia Woock; Lee Smith; Peter Norman; Peter

Stanley; Meyer, Gary; Miller, Wayne; Mitton, Joanie; Moist, John; Morrison, Julian; Mueller, Randy; Murray, Joyce, nedderman, Ted and Nancy; Norman, Peter; Norton, Larry; Oka Akiko; Page, Trena; Perrow, Wade; Peterson, Joyce; Peterson, Pam; Pollitt, George; Pugh, Nick; Quincy, Jake; Ragan, Greg and Karen; Reed, Cindy; Richardson, Lousie; Rose, Andrew; Ross, Debra; Rushforth, Dennis; Scanlan, Conor; Seaquist, Larry; Shaffer, Keirsten; Shaffer, Lilly; Simon Barbara; Smith, lee; Steifel, Justin; Stenlyein, Alice; Stevenson, Lynn; Stouz, Nancy; Thurston, Kathy; Turley, Bryce; Vance, Jan; Vance, John; Vergera, Haleigh; Willenbrock, Jacob; Willenbrock, Kelsea; Willis Christine; Winfrey, Patti
Cc: Sehmel, Lindsey

Subject: Downtown Residential Building Height and Front Setback Amendments

Please find attached the Notice of Public hearing for the Downtown Residential Building Height and Front Setback Amendments for the City of Gig Harbor Planning Commission Public Hearing scheduled for April 11th, 2013 at 6:00 pm. Please contact Lindsey Sehmel, Senior Planner at sehmell@cityofgigharbor.net or 253-853-7615. Thank you Cindy Andrews



Kester, Jennifer

From: jeniawoock@gmail.com
Sent: Thursday, March 21, 2013 4:38 PM
To: Kester, Jennifer
Subject: Proposed amendment

Follow Up Flag: Follow up
Flag Status: Completed

To our Gig Harbor Planning Commission...

"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."

Sounds familiar doesn't it? This wonderful vision was published on the City's website 12/3/12.

Obviously 2 story buildings in the proposed downtown area do nothing to perpetuate the character and traditions of a working waterfront and preserve historic neighborhoods. We started losing that character with the modern Russell Bldg. If this amendment passes that modern building can grow to 27 feet tall.

If this amendment passes as more buildings are 27 feet where is there room for picturesque views and the natural environment. We were assured that when the Russell Building came into town our views would remain intact and picturesque. Seems neither happened.

Just an example how past actions can foretell of a proposed future.

Wouldn't it be grand if there was a guarantee that 2nd floors would be living spaces and 1st floors were retail...perhaps we should try?

The rumored about hotel/retail space to be proposed on the hill corner of Soundview and Harborview...how would this impact traffic on Harborview towards the old ferry landing?

Perhaps before we open the door to more traffic downtown a traffic impact study should happen on the affected areas including streets bordering on this area.

We all want to see a lively, productive, retail healthy downtown. Perhaps a traffic impact study is the first step to begin before we give the OK to 2 story buildings.

Thank you for your time Jeni and Del Woock

"What would you attempt if you knew you could not fail? r. schuller

feelgoodfreartproject.blogspot.com

Kester, Jennifer

From: Sheila Bujacich [jbujacich@centurytel.net]
Sent: Thursday, March 21, 2013 4:04 PM
To: Kester, Jennifer
Subject: Re: 2 Story Buildings in downtown GH

I am casting a NO vote to 2 story bldgs.

Sheila Bujacich, 3323 Ross Ave, GH

Kester, Jennifer

From: Gloria Hazelrigg [jewelkit@centurytel.net]
Sent: Thursday, March 21, 2013 2:51 PM
To: Kester, Jennifer
Subject: CITY PLANNERS

What is the single thing which sets Gig Harbor apart from every small city in Western Washington? The harbor, of course! If it weren't for the harbor itself, we could be anywhere---Lakewood, Lynwood, Puyallup, or any other town or city across the country! Why enable someone to hide more of the view of this unique, lovely spot? I suggest it is nothing more than greed and lack of interest in the long term life of Gig Harbor that is driving this avaricious, self-serving suggestion! In the twelve years I have been here I have seen more and more views of our harbor become invisible to residents and tourists alike. Please do not allow this to happen!

Gloria Hazelrigg
6100 Soundview Drive
Gig Harbor
253-858-7467

Kester, Jennifer

From: Tom Curran [tfcurrenjr@yahoo.com]
Sent: Thursday, March 21, 2013 1:17 PM
To: Kester, Jennifer
Subject: Increasing Maximum Building Heights

When I moved to Bellevue in 1972, it had small-town charm, wonderful character, and a 3-story downtown building height limit. The city administration also had a firm commitment to responsible and sustainable growth, orderly development, and a high quality of life. I won't comment on how I think Bellevue has turned out. But I would rather hope we can control our ambitions for Gig Harbor better than they did on the East Side.

Tom Curran
4220 71st Ave Ct NW
Gig Harbor WA 98335
253-549-6541
[Tfcurrenjr@yahoo.com](mailto:tfcurrenjr@yahoo.com)
Sent from my iPhone

Kester, Jennifer

From: Barbara527@aol.com
Sent: Wednesday, March 20, 2013 4:55 PM
To: Kester, Jennifer
Subject: Let's hope you are not going to ruin the view of the harbor...

...with higher buildings. Whatever are you planning? Especially along your main downtown street?

It is a shame the city does not care enough to try to update and keep a village environment and do more to attract businesses so that all of us in the Harbor area, whether within or without the city limits might be more tempted to do our shopping downtown.

Many years ago many of us just wanted a building code that would make all the buildings resemble more of what Kennibunkport Maine looks like. There, the townspeople truly shop downtown in locally owned businesses and restaurants, not the catalog stores that have been welcomed at UpTown. Seems the town fathers have never gone out of their way to support the delicacy and delight of a town that borders such a special and unique harbor.

Too, more and more boating friends tell us there isn't much reason to stop at Gig Harbor downtown any more; too few shops and too few things to do, no where to buy groceries, no special events and the town is getting uglier instead of quainter and/or lovelier. Even those who love to walk the town feel there is less and less of the harbor environment to enjoy, plus all the car exhaust with the traffic going by destroys the fresh air of a lovely walk near the water.

Boo hoo Gig Harbor! So sad.

Barbara Simon

Kester, Jennifer

From: David Boe [dboe@boearc.com]
Sent: Thursday, December 06, 2012 4:16 PM
To: Kester, Jennifer
Cc: jarcher@boearc.com
Subject: City of Gig Harbor Text Amendments - No. 1 Sketch
Attachments: Gig Text Amendment 1 Sketch.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Jennifer, I hope to be able to get to the Public Hearing tonight – but in case I don't, just want to say that I am in support of the proposed amendments with one tweak. The first item referencing additional interior gross area allows for roof modifications providing that the height of the new roof elements do not exceed the underlying zoning height. The problem with this requirement is that it mixes an item relative to the look and use of building with a requirement that is completely dependent on the site topography. What you want, I believe, is any additions and/or modifications to the existing building to look consistent with the building itself and not look odd on the building – which is the danger if you tie it to the underlying height restrictions of the site.

The attached sketch shows this situation. If you have minimal slope to the site and a large building, well, you won't be able to add roof dormers as these new dormers would be above the underlying height – so the second floor cannot be developed – so the building is not redeveloped – so you might lose the building or it will continue to sit underdeveloped.

If the code language was changed so that you are restricted to the height of the existing building, then it allows for a solution that is appropriate to the building itself and not imposed from a site condition (and you are not blocking anymore of the view given the limitation of the existing height).

If you felt that is giving away too much, then you could use the roof modulation requirement of stepping the additions down from the ridge a minimum of 5 feet – but it seems the existing ridge as the maximum height allows for a much better solution that can be developed to maintain and augment the existing character of the building(s).

Other than that – looks great and I can think of a couple more slight tweaks that could help make development pencil and more importantly, end with a result that is closer to the visioning process of The Harbor. Hope to see you tonight. David

David Boe - Principal
dboe@boearc.com

BOE architects, pllc
705 Pacific Avenue
Tacoma, WA 98402
(253) 383-7762
www.boearc.com

HEIGHT CONCERN ANALYSIS
CHECKS FOR A SUFFICIENT
HEAD ROOM FOR THE
EXISTING BUILDING HEIGHT?

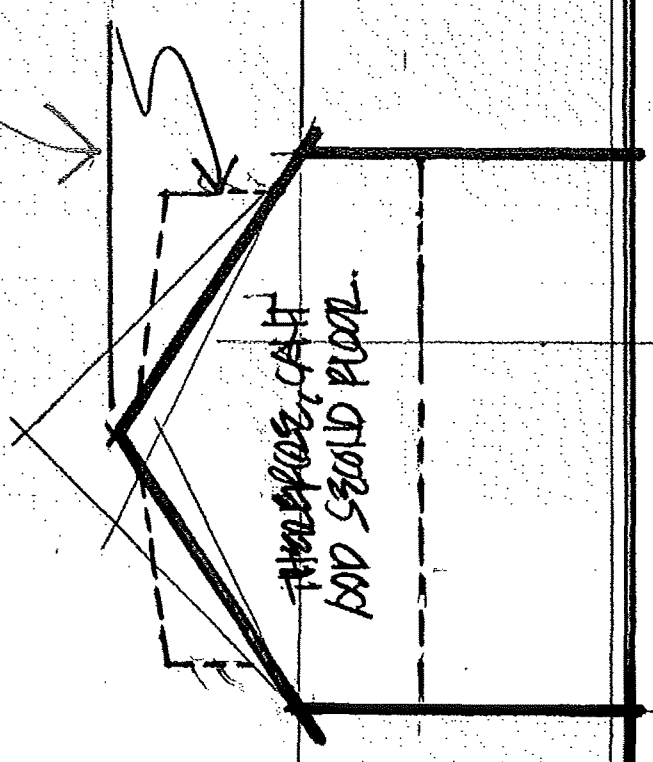
CAN'T ADD DOWNERS
SYMPHETIC TO BUILDING
AS ABOVE CLEAR HEIGHT

THROUGHOUT
ADD SECOND FLOOR

EXISTING BUILDING
NO ASSY'G CLEAR IN
HEIGHT 75' 6"

1.600' HIGHER GROSS AREA

CITY OF GIBSON PRATHING COMMISSION. PUBLIC HEARING



Kester, Jennifer

From: Debra Ross [debraross80@yahoo.com]
Sent: Tuesday, December 04, 2012 2:33 PM
To: Kester, Jennifer
Subject: Planning Commission Public Hearing

Follow Up Flag: Follow up
Flag Status: Completed

Jennifer

I am in receipt of the notice for the Gig Harbor Planning Commission Downtown Building Size Public Hearing to be held Thursday, December 6, 2012. I will not be able to attend the Hearing.

I would like to address the proposed downtown building size amendments that would apply to the Downtown Business (DB) zoning and the Waterfront Commercial (WC) zoning district that abut the DB district. I would request that the Planning Commission include Waterfront Millville zone in these Amendments. As the owner of an existing commercial building in the Waterfront Millville zone the Amendments would be of as much value for my commercial building on Harborview Drive as existing commercial buildings in the DB & WC zones.

If the Planning Commission is not able to include the Millville zone in this public hearing I would hope that this amendment would be considered at a future date for Millville zoned commercial properties.

Thank you.

Debra L. Ross
253-851-4751 home, office, fax
253-970-3966 cell



Subject: Street Name – Serenity Loop

Proposed Council Action: Approve the naming of the street within the Bellesara residential plat as “Serenity Loop”.

Dept. Origin: Building/Fire Safety

Prepared by: P. Rice

For Agenda of: September 9, 2013

Exhibits: Map and request letter

Initial & Date

Concurred by Mayor:

CRH 9/3/13

Approved by City Administrator:

2 8/29/30

Approved as to form by City Atty:

Approved by Finance Director:

DF 8/30

Approved by Department Head:

RL 8/28/13

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The residential plat of Bellesara is located on the Northwest corner of Hunt St NW and Skansie Ave. The developer has requested to name the public street serving the development Serenity Loop. The development is not within the “historic name area”.

GHMC 12.12.030 (G) states that “Loops shall be small loop-type streets to carry the name of the street from which they originate”. The use of Serenity Loop is not consistent with this requirement as the plat is accessed off of Hunt St NW.

GHMC 12.12.030 (K) states that “All proposed names for new or existing ways-of-travel and private roads must be reviewed and approved by the Gig Harbor City Council”.

Staff has reviewed the applicable codes and finds the naming of the road is appropriate in order to avoid confusion with other looped roads currently accessed off of Hunt St such as Hunt Highlands Loop.

FISCAL CONSIDERATION

There is no fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

No boards or committees have been consulted.

RECOMMENDATION / MOTION

**Move to: Approve the naming of the street within the Bellesara residential plat
"Serenity Loop".**

August 28, 2013

City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: The Bellesara Preliminary Plat road name request

To the Members of the City Council,

Rush Residential, Inc. is in the process of building out the Bellesara Preliminary Plat at the corner of Hunt and Skansie. It encompasses thirty one parcels off of one loop road entering from Hunt Street. Please see the attached site plan. To facilitate the building permit process for each parcel, we need to have an address for each lot which then necessitates naming the loop road. We want to make it easier for emergency services and the postal service, as well as, visitors to the homeowners by choosing one name for the entire length.

During the latter part of 2006, the former developer of this plat had started the process of requesting a name for the road within the Bellesara development. However, it has recently come to our attention that the process was never completed even though the chosen name, "Serenity Loop", appears on the approved Preliminary Plat documents and is currently in our new marketing materials. We wish to complete the process. Therefore, we respectfully request that the name, Serenity Loop, be approved as the access and loop portions of the road accessing the Bellesara development and homes. A street sign will appear on Hunt Street indicating its location.

Thank you for your consideration of our request. We appreciate your time spent on this issue.

Sincerely,

Laura Simón
Permit Coordinator
Rush Design, Inc.
Rush Companies, Inc.

Cc: Todd Obermire, RRI
Thair Jorgenson, RDI
Scott Walker, RRI
Barbara Moilien, RRI

Attachment



Business of the City Council
City of Gig Harbor, WA

**Subject: First reading: Amendment To
2013 Personnel Salary Schedule**

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

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: September 9, 2013

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

DR 9/3/13

Approved by City Administrator:

DR 9/3/13

Approved as to form by City Atty:

Per Email

Approved by Finance Director:

DR 9-3

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

The salary range approved in the 2013 budget for the Maintenance Technician position included a typographical error. The approved range was \$3,375 - \$4,218. The range should have been \$3,375 - \$5,252.

FISCAL CONSIDERATION

The impact of this range increase is already included in the adopted 2013 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

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

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO THE 2013 CITY PERSONNEL SALARY SCHEDULE;
AMENDING THE 2013 CITY PERSONNEL SALARY SCHEDULE TO
CORRECT AN ERROR.**

WHEREAS, on November 26, 2012, the City Council adopted Ordinance No. 1252 setting the annual budget and salary schedule for city employees; and

WHEREAS, after approval of the 2013 salary schedule staff found an error in the salary range for the Maintenance Technician position and a correction is needed; and

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

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

Section 1. Amendment. The 2013 personnel salary schedule approved on November 26, 2012 is hereby amended to correct an error, changing the monthly salary range for the Maintenance Technician position from \$3,375 - \$4,218 to \$3,375 - \$5,252.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of September, 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

Angela S. Belbeck

Filed with city clerk: 09/03/13
Passed by the city council:
Date published:
Date effective:
Ordinance No.



Business of the City Council
City of Gig Harbor, WA

Subject: Marijuana Related Uses – GHMC 17.63

Proposed Council Action: Hold a public hearing and consider testimony on the proposed GHMC 17.63 "Marijuana Related Uses".

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, Senior Planner

For Agenda of: September 9, 2013

- Exhibit:**
- Ordinance
 - Planning Commission Findings
 - PC Draft Minutes 8/12/13 & 8/15/13

Initial & Date

Concurred by Mayor: CLH 9/4/13
Approved by City Administrator: R 9/4/13
Approved as to form by City Atty: via email 9/4
Approved by Finance Director: N/A
Approved by Department Head: JK

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

Initiative I-502 was approved by the voters of Washington State in November of 2012, approving recreational marijuana use for adults. The State Liquor Control Board (LCB) has been diligently working to outline the process and procedures for implementation of the new law, establishing rules for the growing, processing, and retail of recreational marijuana. We anticipate their final rules to be adopted on October 16, 2013.

Washington State has recognized Medical Marijuana use since 1999; however there currently is no legally established process or oversight by any government board or department in relation to Medical Marijuana (MMJ). Jurisdictions have seen MMJ collective gardens establish themselves legally through loop holes currently in place. The City of Gig Harbor has adopted and extended an interim ordinance relating to the establishment of "Collective Gardens" within the City of Gig Harbor for the time being, which is due to expire in early October 2013.

The LCB anticipates on November 18th, 2013, they will begin accepting applications for recreational marijuana production and retail. This application window will be open for an initial 30 days, though the LCB may extend that application window beyond the initial 30

days dependent upon workload. Issuance of licenses will likely occur in early 2014.

With the current state of affairs between both legally regulated recreational marijuana use and legally unregulated medical marijuana use, it appears that the best way for the City to address the two separate types of use is through one chapter in the GHMC addressing the same regulations at City level for both.

It should be noted that if Council does not adopt final regulations by the October 11th expiration date of the interim regulations, another adoption to extend the interim ordinance relating to Collective Gardens is recommended.

STAFF ANALYSIS

Staff recommends adoption of the proposed GHMC Chapter 17.63 prior to the expiration of the interim ordinance.

Upon consultation with the City Attorney, modifications have been made to align our proposed language with updated definitions and the revised 1,000 foot measurements per draft rules issued by the Liquor Control Board on September 4, 2013.

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission recommended approval of proposed language substantially similar to what is been provided to you. Planning Commission findings are attached (8/21/13).

RECOMMENDATION/MOTION

Hold a public hearing and consider testimony on the proposed GHMC 17.63 "Marijuana Related Uses".

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING REGULATIONS AND OFFICIAL CONTROLS PURSUANT TO RCW 36.70A.390 RELATING TO LAND USE AND ZONING FOR STATE ALLOWED MARIJUANA RELATED USES; ADDING A NEW CHAPTER 17.63 GHMC MARIJUANA RELATED USES TO INCLUDE PERMITTING THE PRODUCTION, PROCESSING AND/OR RETAILING OF MARIJUANA AS REGULATED PURSUANT TO WASHINGTON STATE INITIATIVE NO. 502 IN DESIGNATED ZONING DISTRICTS, AND ONLY AT FACILITIES THAT HAVE OBTAINED A VALID LICENSE ISSUED BY THE WASHINGTON STATE LIQUOR CONTROL BOARD; PERMITTING MEDICAL CANNIBAS COLLECTIVE GARDENS IN DESIGNATED ZONING DISTRICTS OF THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998 and now codified as chapter 69.51A RCW, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana (cannabis); and

WHEREAS, in 2011 the Washington State Legislature considered a bill (E2SSB 5073) that would have authorized the licensing of medical cannabis dispensaries, production facilities, and processing facilities; and

WHEREAS, on April 29, 2011, Governor Gregoire vetoed the portions of E2SSB 5073 that would have provided the basis under state law for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal; and

WHEREAS, in order to provide qualifying patients with access to an adequate, safe, consistent and secure source of medical quality cannabis, E2SSB 5073 also contained a provision, now codified as RCW 69.51A.085, authorizing “collective gardens” which would authorize qualifying patients the ability to produce, grow, process, transport and deliver cannabis for medical use, and that provision was approved by Governor Gregoire, effective on July 22, 2011; and

WHEREAS, E2SSB 5073, as approved and now codified at RCW 69.51A.140 authorized cities to adopt and enforce zoning requirements regarding production and processing of medical cannabis; and

WHEREAS, as authorized under RCW 35A.63.220 and RCW 36.70A.390, the Gig Harbor City Council approved Ordinance No. 1218 on July 11, 2011 adopting interim regulations for Medical Cannabis Collective Gardens that were effective and in full force immediately for a period of nine months, as amended by Ordinance No. 1222 approved after a public hearing on July 25, 2011; and

WHEREAS, the federal Controlled Substances Act and state laws regarding marijuana and cannabis are contradictory and those contradictions are unresolved so there are uncertainties in the area of local regulation of medical cannabis operations; and

WHEREAS, federal law enforcement actions against medical cannabis operations in the State of Washington and a 2011 decision from the California Court of Appeal (*Pack v. City of Long Beach*, 199 Cal.App.4th 1070 (October 4, 2011), petition for state supreme court review granted, 268 P.3d 1063, but dismissed in August of 2012 because the appeal was withdrawn) that a city's ordinance establishing a permit system for medical marijuana is preempted by the federal Controlled Substances Act further illustrate the uncertainty local governments must deal with; and

WHEREAS, as authorized under RCW 35A.63.220 and RCW 36.70A.390, after a public hearing, the Gig Harbor City Council approved Ordinance 1236 on March 26, 2012 extending the interim regulations for a period of six months and adopting findings justifying the same; and

WHEREAS, the Planning Commission considered the interim regulations in April and May of 2012 and held a public hearing on May 3rd, 2012; and

WHEREAS, the Planning Commission recommended that the interim regulations be extended until after the November 2012 general election when Washington voters will consider Initiative 502. The initiative would decriminalize the licensed production, processing and possession of marijuana by Washington adults; and

WHEREAS, Initiative 502 was passed by the voters of the State of Washington in November 2012, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington; and

WHEREAS, City Council further extended interim regulations relating to collective gardens on March 25, 2013; and

WHEREAS, under Initiative 502, the Washington State Liquor Control Board is tasked with the responsibility to adopt the rules governing the licensing and operations of marijuana producers, processors, and retailers, and the Board is currently working on the regulations and is projecting that the rules will be adopted on October 16, 2013; and

WHEREAS, after adoption of the draft rules implementing Initiative 502, the Liquor Control Board anticipates beginning to accept applications for all license types on November 18, 2013 and anticipates issuance of licenses in March/April 2014; and

WHEREAS, Washington State law regarding the regulation of collective gardens is wholly separate from state regulations under Initiative 502; and

WHEREAS, the City has drafted the permanent regulations to regulate medical marijuana under similar requirements outlined in Initiative 502 for recreational marijuana use in order to reduce the potential of creating dueling markets; and

WHEREAS, the Planning Commission considered the permanent regulations in August of 2013, held a public hearing on August 15th, 2013 and recommended passage; and

WHEREAS, the City Council deems it to be in the public interest to codify permanent regulations to protect the health, safety and welfare of citizens of the City; and

WHEREAS, the Gig Harbor City Council held a public hearing on September 9th 2013, to take public testimony relating to this ordinance; and

WHEREAS, nothing in this Ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

Section 1. Purpose. Chapter 17.63 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

Chapter 17.63
MARIJUANA RELATED USES

- 17.63.010 Purpose and Intent
- 17.63.020 Definitions
- 17.63.030 Marijuana Related Uses

17.63.010 Purpose and Intent.

The purpose and intent of requiring standards for Marijuana related uses and facilities is to mitigate the adverse secondary effects caused by such facilities and to maintain compatibility with other land uses and services permitted within the City. In addition, these provisions are intended to acknowledge the authority for collective gardens set forth in RCW 69.51A.085 and enactment by Washington voters of Initiative 502 and state licensing procedure to permit, but only to the extent required by state law, collective gardens, marijuana producers,

marijuana processors, and marijuana retailers to operate in designated zones of the city.

17.63.020 Definitions.

All definitions used in this chapter apply to this chapter only and, except as otherwise revised below, shall have the meanings established pursuant to RCW 69.50.101 and WAC 314-55-010, as the same exist now or as they may later be amended. Select definitions have been included below for ease of reference.

“Child care center” means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington state department of early learning under chapter 170-295 WAC. WAC 314-55-010 (4)

“Collective Garden” means any place, area, or garden where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as set forth in chapter 69.51A RCW and subject to the limitations therein.

“Elementary school” means a school for early education that provides the first four to eight years of basic education and recognized by the Washington state superintendent of public instruction. WAC 314-55-010 (5)

“Game arcade” means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted. WAC 314-55-010 (7). In addition a “game arcade” includes a secondary use within entertainment venues open to persons under the age of 21.

“Library” means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation. WAC 314-55-010 (8)

“Marijuana” means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than zero point three percent (.3%) on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plants, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant which is incapable of germination.

“Marijuana infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana infused products” does not include usable marijuana.

“Marijuana related use” means any use where a marijuana producer, marijuana processor, marijuana retailer, and collective garden are established or proposed.

“Marijuana processor” means a person licensed by the State Liquor Control Board to process marijuana into usable marijuana and marijuana infused products, package and label usable marijuana and marijuana infused products for sale in retail outlets, and sell usable marijuana and marijuana infused products at wholesale to marijuana retailers.

“Marijuana producer” means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana retailer” means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana infused products in a retail outlet.

“Perimeter” means a property line that encloses an area. WAC 314-55-010 (14)

“Playground” means a public outdoor recreation area for children, usually equipped with swings, slides, and other playground equipment, owned and/or managed by a city, county, state, or federal government. WAC 314-55-010 (16).

“Public park” means an area of land for the enjoyment of the public, having facilities for rest and recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district. Public park does not include trails. WAC 314-55-010 (17).

“Public transit center” means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers. WAC 314-55-010 (18)

“Recreational center or facility” means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government. WAC 314-55-010 (19)

“Secondary school” means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington state superintendent of public instruction. WAC 314-55-010 (21)

“Useable marijuana” means dried marijuana flowers. The term “usable marijuana” does not include marijuana infused products.

17.63.030 Marijuana Related Uses.

A. The production, processing and retailing of marijuana is and remains illegal under federal law. Nothing herein or as provided elsewhere in the ordinances of the City of Gig Harbor is an authorization to circumvent federal law or to provide permission to any person or entity to violate federal law. In addition to collective gardens, only Washington State licensed marijuana producers, marijuana processors, and marijuana retailers may locate in the City of Gig Harbor and then only pursuant to a license issued by the State of Washington.

B. Permits Required

1. Major site plan review as described in Chapter 17.96 GHMC.
2. Development regulations and performance standards shall conform to the requirements of the applicable land use zone.

3. Parking standards, as defined in GHMC 17.72.030 apply as followed:

a) Collective gardens, marijuana producers and marijuana processors shall calculate parking per the standards under Industrial Level 2.

b) Marijuana retailers shall calculate parking per the standards under Sales Level 1.

C. Collective gardens may locate only in the Employment District (ED) zoning district and are subject to the following conditions:

1. A collective garden must be in a permanent structure designed to comply with the City Building Code and constructed under a building permit from the City regardless of the size or configuration of the structure.

2. Outdoor collective gardens are prohibited.

3. No production, processing, or delivery of cannabis may be visible to the public.

4. A collective garden must meet all requirements under RCW 69.51A.085, including but not limited to limitations on the number of members, number of plants, amount of useable cannabis on site, maintenance of each member's valid documentation of qualifying patient status.

5. A location utilized solely for the purpose of distributing cannabis shall not be considered a collective garden.

6. A collective garden must meet the separation provisions set forth in GHMC 17.63.030G.

D. Marijuana producers may be located only in the Employment District (ED) zone of the city. Such facilities and uses may be located only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC.

E. Marijuana processors may locate only in the Employment District (ED) zone of the city, but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC.

F. Marijuana retailers may locate only in the following zones but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC:

1. Commercial District (C-1);

2. General Business District (B-2) and;

3. Employment District (ED) only if subordinate to the principal tenant use of Marijuana producer or marijuana processor, and occupy no more than 25 percent of the gross floor area of the principal tenant use.

G. No marijuana processor, marijuana producer, marijuana retailer or collective garden shall locate within 1000 feet, measured from the exterior perimeter, from any of the existing uses as defined in GHMC 17.63.020:

1. Elementary or secondary school;

2. Playground;

3. Recreation center or facility;

4. Childcare center;

5. Public park;

6. Public transit center;

7. Library; or

8. Game arcade.

H. In addition to any other applicable remedy and/or penalty, any violation of this section is declared to be a public nuisance per se, and may be abated by the city attorney under the applicable provisions of this code or state law, including but not limited to the provisions of Chapter 1.16 GHMC, Chapter 8.10 GHMC, Chapter 17.07 GHMC, and Chapter 19.16.

Section 2. Findings in Support of Establishing New “Marijuana Related Uses” Regulations. The City Council adopts the recitals set forth above in support of establishing a new chapter in Title 17 of the GHMC. In addition, the Gig Harbor City Council makes the following findings:

A. City Council has considered the studies and data on file in the City Clerk’s office relating to the land use and other secondary impacts associated with marijuana related uses and further takes notice of and specifically relies upon the data and studies.

B. City Council finds that the definition proposed by the State Liquor Control Board regarding “Game Arcade” requires clarification consistent with the intent of Initiative 502.

C. City Council finds that the Employment District along Bujacich Drive is the appropriate permanent location for medical cannabis collective gardens, marijuana production and marijuana processing uses within the city given the intent of the zone, additionally marijuana retail is proposed as an ancillary use.

D. City Council finds that the Commercial District (C-1) and General Business (B-2) zoning districts of the city are appropriate zones for state licensed marijuana retailers given the intent of the zones.

E. City Council finds that adopting permanent regulations is the best course of action in that the City will regulate all marijuana related uses; however the council recognizes that changes to the code may be required due to the State Liquor Control Boards potential changes to the state licensing process in the future.

Section 3. Transmittal to Department. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

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

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

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

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



DEVELOPMENT SERVICES

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION
PL-ZONE-13-0005

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-ZONE-13-0005 Marijuana Related Uses

Application:

Initiative 502 was approved by the Washington State voters in November 2012, approving recreational marijuana use for adults. The State Liquor Control Board has been diligently working to outline the process and procedures for implementation of the new law, establishing rules for growing, processing, and retail of recreational marijuana. Additionally, Washington State has legally permitted medical marijuana use since 1999; however there currently is no legally established process or oversight by any government board or department in relation to Medical Marijuana. The City of Gig Harbor previously adopted and extended interim regulations relating to the establishment of Collective Gardens, these interim regulations will expire on October 11, 2013.

The Liquor Control Board is required by Initiative 502 to begin issuance of licenses relating to the growing, processing, and retail of recreational marijuana by December 1, 2013.

Planning Commission Review:

The Planning Commission held work-study sessions on August 12th, 2013. A public hearing was held on August 15th, 2013. Public notice was provided in the Gateway, and on the City's webpage. No persons testified at the hearing. After much deliberation, at the August 15th, public hearing session, the Planning Commission recommended that the proposed regulations be forwarded to City Council for final consideration.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation to extend the interim regulations:

1. In November 2012, Washington voters passed Initiative 502. The initiative decriminalizes the licensed production, processing and possession of marijuana by Washington adults. The State Liquor Control Board was authorized to administer the licensing program and develop rules and regulations.

2. As advised from the City Attorney, the Planning Commission believes it is prudent to set permanent zoning regulations for marijuana related uses prior to the State Liquor Control Board issuing licenses.
3. The Planning Commission finds that the intent of Initiative 502 is not being met in the definitions proposed by the State Liquor Control Board regarding "Public Park", "Game Arcade", and "Playground" and by recommendation, has expanded the definitions to meet common sense intent in the proposed zoning amendment.
4. The Planning Commission finds that the Employment District along Bujacich Drive is the appropriate permanent location for medical cannabis collective gardens, marijuana production and marijuana processing uses within the city given the intent of the zone, additionally marijuana retail is proposed as an ancillary use.
5. The Planning Commission finds that the Commercial District (C-1) and General Business (B-2) zoning districts of the city are appropriate zones for state licensed marijuana retailers given the intent of the zones.
6. The Planning Commission believes that adopting permanent regulations is the best course of action in that the City will regulate all marijuana related uses; however the commission recognizes that changes to the code may be required due to the State Liquor Control Boards potential changes to the state licensing process in the future.

Harris Atkins, Chair
Planning Commission

Harris Atkins

Date 8/21/2013

City of Gig Harbor Planning Commission
Work Study Session
Civic Center
August 12, 2013
5:00 pm

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

STAFF PRESENT: Staff: Lindsey Sehmel and Jennifer Kester

5:00 p.m. - Call to order, roll call

Approval of minutes

MOTION: Move to approve the minutes of July 18, 2013 as written.
Pasin/Gagliano – motion carried.

WORK-STUDY SESSION

Marijuana Related Uses – Review draft code language and prepare for Public Hearing scheduled for 8/15.

Senior Planner, Lindsey Sehmel went over the draft code for marijuana related uses in response to I-502. She stated that it was the city's desire to have a code in place when rules are adopted by the liquor control board and licenses are issued in December. She also noted that the interim regulations for collective gardens expire on October 11, 2013.

Ms. Sehmel explained the difference between collective gardens and dispensaries. Mr. Pasin noted that there were not many places where they could locate. Ms. Kester said that what was being proposed were the same buffers as I-502. Mr. Baldwin asked if we were required by state law to adopt something and Ms. Sehmel said no, the city could stay silent on the issue.

Ms. Sehmel distributed a map of the proposed buffer for discussion purposes. She then went over definitions that were also being changed as part of this ordinance. Discussion on the definitions was held. Ms. Sehmel further went over the zones where the different uses were allowed.

The commission then discussed the process that applicants would have to go through. The issue of whether the retail use should be allowed in the ED zone was discussed. Ms. Kester went over the options for adopting these regulations. Mr. Atkins asked about Item H that requires a 500' separation between marijuana related uses and that multiple marijuana related uses are prohibited on the same property. Ms. Sehmel noted that the wording was not part of state law. It was decided to strike that section. Ms.

Sehmel asked if they wanted to add the Employment District zone to the allowed zones under Item F and everyone agreed to add ED. Ms. Kester asked if they also wanted to allow retail within the ED since other retail is not allowed in that zone. Discussion followed and it was decided to propose that subordinate sales not exceeding 25% of the gross floor area could be allowed. The residential buffers were discussed next. It was decided that the residential buffers were not needed. Ms. Sehmel went over the schedule for the public hearing.

Harbor Vision Policies – Review of the draft element responding to recommended changes and edits from the 7/18/13 meeting. Address organization and additional comments.

Mr. Atkins asked about protocol for talking to the press. Ms. Kester stated that they do not have to speak to the press if they don't want to and reminded the commissioners that they are speaking for themselves; not the city or the Planning Commission as a whole.

Ms. Sehmel went over the changes she had made to the policies since their last meeting.

Mr. Atkins said that he felt they really didn't have a goal about protecting views of the bay.

Ms. Sehmel asked they look the document over and come to the next meeting with their specific comments. She then reviewed the schedule for the upcoming meetings.

Ms. Kester went over the changes the City Council had made to the building height ordinances.

MOTION: Move to adjourn at 7:07 p.m. Ekberg/Coughlin – Motion carried.

City of Gig Harbor Planning Commission
Work Study Session and Public Hearing
Civic Center
August 15, 2013
5:00 pm

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

STAFF PRESENT: Staff: Lindsey Sehmel, Jennifer Kester and Diane McBane

5:00 p.m. - Call to order, roll call

Approval of minutes

MOTION: Move to approve the minutes of July 18, 2013 as written.
Pasin/Gagliano – Motion carried.

WORK-STUDY SESSION

1. **Harbor Vision Policies** – Review the Draft Element responding to changes and edits from the 7/18 meeting. Prepare for upcoming open house.

Ms. Sehmel went over the goal for the work study session. She stated that this was still a high level review of the policies, not focusing on spelling, etc.

Mr. Atkins said let's begin with Goal A, he stated that he felt that the wording was too specific and should just say "other areas of Gig Harbor". Mr. Coughlin agreed

Support walkability: Mr. Coughlin felt it was similar to A and could possibly be combined. Ms. Sehmel said that at the last meeting it had been noted that a separate goal needed to be added for walkability since it was mentioned the most in the public meetings. Mr. Gagliano felt that number 2 of the policies was too regulatory. Mr. Atkins said that he felt that the reference to the Harborview master plan within number 4 should be removed or referenced differently since there really was not such a document. Ms. Sehmel said she would work with the Public Works Director to see whether they are including some of the elements of the Harborview Drive and Judson Street Improvement Master Plan in their improvement plans.

Goal C: Reid and Rick both said that it could be entirely removed with the exception of policy number 2. In general the commission felt that it was duplicative and too specific to public works standards. Number 2 needs to be rewritten to clarify that we are okay with the level of service being less than what is accepted in other areas of the city. Mr. Atkins emphasized that the commission is writing a vision, not public works standards.

Goal D, Balance the natural beauty of vegetation: Mr. Atkins said he liked the wording that emphasizing the protection of the view rather than balancing vegetation. Mr. Gagliano said he like the word "balance". Mr. Atkins said that he felt that views were very important to the community. It was agreed to leave the word protect and then mention balance with vegetation within the policy. It was decided to remove the words "more general" within policy #4.

Goal E: Mr. Coughlin mentioned that No. 5 should have more of a positive tone to emphasize the importance of trees within the view. Policy No. 6 was removed since it appears elsewhere in the Comprehensive Plan. Mr. Gagliano felt that if we removed 6 then we should remove 5 as well. Discussion followed and everyone agreed that only 6 should be removed.

Goal G: Mr. Atkins suggested that we remove the word necessitate. Policy 2.c. Mr. Coughlin felt that it was too specific and suggested that it just say environmentally friendly pavers. Mr. Ekberg suggested that they add a policy regarding shared use parking. Everyone agreed. Mr. Coughlin felt that policy #4 didn't belong here. He stated that #5 was too regulatory and perhaps only the last sentence could remain. It was decided to move #4 to a different area on boating. Everyone felt that policy 8 could be removed.

Goal I: Mr. Coughlin asked about what it meant to say duplicative services and active recreational uses should be avoided within the park system. It was decided to make the sentence more positive by saying "balance active recreational uses and services within the park system". It was decided to remove #4. Discussion of excess use of the park. Ms. Kester asked if they wanted a policy that addressed the overuse of a park by private entities. Ms. Kester explained the difference between special events and individuals using the park. Mr. Ekberg suggested that the policy state parks are intended to be for the greatest public benefits of all the citizens and visitors. It was decided that #3 was mostly unnecessary and reworded to state, "Coordinate with outside park districts to acquire and preserve additional shoreline access."

Goal B:

Mr. Gagliano said that both policies 1 and 3 were good but the a, b, c under each was too regulatory. Ms. Kester suggested that they just beef up 1 and 3 with additional language that generally covers a, b and c.

Goal C:

It was decided to remove the word "activate". Mr. Coughlin noted that 2 a should be changed to say "improve". Mr. Atkins wondered if a and b should removed and everyone agreed.

Goal J: Remove It is the goal of the City to” under all the goals. Mr. Coughlin stated that he felt there should be more than 4 policies to retain traditional characteristics. Mr. Ekberg noted that he also noted that “scale” needs to be addressed.

Goal L: Floor area ratios were discussed. Discussion was held on whether J and L should be combined. Mr. Gagliano felt that it was too much to be combined. He felt that it should be broken up in a goal about land and a goal about buildings.

A 5 minute recess was called to move into the council chambers for the public hearing at 5:55.

6:00 p.m. - Public Hearing

2. **CITY OF GIG HARBOR, 3510 Grandview St, Gig Harbor, WA 98335** - Application for a Gig Harbor Municipal Code text amendment (PL-ZONE-13-0005) to consider recommendation on code amendments regarding Marijuana Related Uses in the Employment District (ED), Commercial District (C-1), and General Business District (B-2) zones of the City.

Ms. Sehmel went over the proposed standards for Marijuana related uses. She also noted that regulations for collective gardens will be incorporated into this Chapter. She went over the site plan review requirements for marijuana related uses and the zones being proposed for these uses. Ms. Sehmel also went over the 1000 foot buffer which is in line with the state law. She then went over the definitions that will be expanded as a part of this ordinance. Ms. Sehmel went over the areas within the city where marijuana related uses may be allowed. Ms. Kester noted that the map was for discussion purposes only and could change over time and that as each application comes in a site by site review will be done. Mr. Gagliano asked about the parking standards. Ms. Sehmel went over the parking requirements and noted that marijuana uses had been added to current parking requirements for other uses. Mr. Pasin asked whether it was possible for the city to prohibit all three types of operations. He stated that he had thought that perhaps they could not. Ms. Sehmel stated that the city has been advised by their counsel to take the safe approach to avoid lawsuits, by allowing these marijuana uses. Mr. Coughlin asked about other locations within the city where these uses might be allowed. Mr. Pasin noted that in reading the initiative he stated that he discovered that the stores can also sell the paraphernalia along with the product. Ms. Kester went over what would be required for Major Site Plan review.

Mr. Atkins opened the public hearing. At 6:10 p.m. There being no public comment. The public hearing was closed at 6:12 p.m.

Ms. Kester asked if there were further discussion.

MOTION: Move that the interim ordinance be extended and the proposed ordinance not be put forward. Pasin/Baldwin. Discussion followed. Mr. Pasin said he felt that the interim ordinance was serving its purpose and it was clear that there were

very few areas where this was even possible. He also stated that the liquor control board was still trying to figure out what the regulations would be and that they were considering allotting each county a certain number of facilities. Mr. Ekberg pointed out that the interim ordinance only dealt with collective gardens. Ms. Sehmel noted that without this ordinance it could be argued that retail outlets may be allowed in any retail zones. Ms. Kester cautioned the Planning Commission on their heavy work program following and they may not have a chance to weigh in on the adopted rules. She also went over the schedule for the liquor control board adoption of regulations. Ms. Kester stated that these regulations wouldn't go into effect until this time.

Motion failed with 4 nays Baldwin abstaining and Pasin in favor

MOTION: Move to recommend adoption of the proposal and move to council for their consideration. Ekberg/Gagliano. Friendly amendment to allow Mr. Atkins to sign the recommendation. Ekberg/Gagliano.

Mr. Ekberg stated that it was important to have this in place prior to people coming forward with applications. Mr. Gagliano said that he didn't feel their workload should dictate; however, there has been a vote on I-502 and he felt that it was appropriate to move it forward to the City Council. Mr. Atkins noted that there may be changes that will need to be made to the regulations in the future but that it was a good framework. Ms. Sehmel said it would go before the City Council on Sept 23rd. Ms. Kester noted that if more changes come from the liquor control board they will consult with legal counsel and may have to delay bringing it before the city council.

Mr. Baldwin noted that he was in support of the action of the Planning Commission, but did not support I-502

Motion carried with Ekberg, Peterson, Gagliano and Coughlin voting yes and Baldwin and Pasin voting no. The Chairman voiced his support of the motion.

6:26. Moved back into work study to further discuss harbor policies.

The commission picked up their discussion on Goal J and the districts within the harbor. It was decided to add some language to the goal to emphasize that there are differences between the districts within the harbor.

Goal L was discussed next, along with ways to communicate the policies more accurately. It was decided to move the goal to create a consistent and compatible streetscape, into A.

The commission made several small changes to the wording in Goal P and its policies. Mr. Coughlin pointed out that policy 7 might be duplicative.

Mr. Ekberg stated that he felt that Goal D was confusing and Mr. Coughlin said he had marked for rewording as well. Ms. Sehmel suggested some changes to the wording.

Housing types and where different types were most appropriate, was discussed next. Ms. Kester asked if they wanted to make a policy or let it just be market driven. It was decided to remove Policy 2.

It was decided to combine Goals M and J. In addition it was decided to put Goal O within L.

Ms. Kester stated that she felt that Goal Q was really broad and could possibly be moved to the introduction. Mr. Coughlin said that he felt that it should stand alone. It was decided to reorder the policies to move from a broader prospective down to specifics.

Ms. Sehmel asked if within Goal R policies 2a and b should be combined and everyone agreed. Discussion was held on home occupations and how to encourage them.

It was decided to make the goal "Increase nighttime activities in the commercial districts by allowing uses to utilize hours later than currently established", a policy within Goal R.

The commission reworded the policy regarding the opportunity to construct a fuel dock to make it more supportive.

Discussion followed on the goal regarding transient moorage. It was decided that it could be moved into Goal T as a policy. Ms. Sehmel said she would rewrite it to make sure that it was clear that it was about facilities for moorage not moorage itself.

Schedule was discussed next.

Ms. Kester went over some other issues that may be coming before the Planning Commission in the coming months.

ADJOURN

Move to adjourn at 7:30 p.m. Ekberg/Peterson – Motion carried.



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

**Subject: Marijuana Related Uses –
GHMC 17.63**

Proposed Council Action: Hold a public hearing and consider testimony on the proposed GHMC 17.63 “Marijuana Related Uses”.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, Senior Planner

For Agenda of: September 9, 2013

- Exhibit:**
- Ordinance
 - Planning Commission Findings
 - PC Draft Minutes 8/12/13 & 8/15/13

Initial &
Date

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

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

Initiative I-502 was approved by the voters of Washington State in November of 2012, approving recreational marijuana use for adults. The State Liquor Control Board (LCB) has been diligently working to outline the process and procedures for implementation of the new law, establishing rules for the growing, processing, and retail of recreational marijuana. We anticipate their final rules to be adopted on October 16, 2013.

Washington State has recognized Medical Marijuana use since 1999; however there currently is no legally established process or oversight by any government board or department in relation to Medical Marijuana (MMJ). Jurisdictions have seen MMJ collective gardens establish themselves legally through loop holes currently in place. The City of Gig Harbor has adopted and extended an interim ordinance relating to the establishment of “Collective Gardens” within the City of Gig Harbor for the time being, which is due to expire in early October 2013.

The LCB anticipates on November 18th, 2013, they will begin accepting applications for recreational marijuana production and retail. This application window will be open for an initial 30 days, though the LCB may extend that application window beyond the initial 30

days dependent upon workload. Issuance of licenses will likely occur in early 2014.

With the current state of affairs between both legally regulated recreational marijuana use and legally unregulated medical marijuana use, it appears that the best way for the City to address the two separate types of use is through one chapter in the GHMC addressing the same regulations at City level for both.

It should be noted that if Council does not adopt final regulations by the October 11th expiration date of the interim regulations, another adoption to extend the interim ordinance relating to Collective Gardens is recommended.

STAFF ANALYSIS

Staff recommends adoption of the proposed GHMC Chapter 17.63 prior to the expiration of the interim ordinance.

Upon consultation with the City Attorney, modifications have been made to align our proposed language with updated definitions and the revised 1,000 foot measurements per draft rules issued by the Liquor Control Board on September 4, 2013.

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission recommended approval of proposed language substantially similar to what is been provided to you. Planning Commission findings are attached (8/21/13).

RECOMMENDATION/MOTION

Hold a public hearing and consider testimony on the proposed GHMC 17.63 "Marijuana Related Uses".

Sehmel, Lindsey

From: Kester, Jennifer
Sent: Monday, September 09, 2013 10:27 AM
To: Sehmel, Lindsey
Subject: FW: Marijuana Ordinance

Public comment on MMJ

Jennifer Kester, Planning Director
Planning Department
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253.853.7631
Fax: 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 [<mailto:hoppenm@gmail.com>]
Sent: Monday, September 09, 2013 9:29 AM
To: Kester, Jennifer
Subject: Marijuana Ordinance

Jennifer,

Why are B-2 and C-1 included with ED in the marijuana proposed ordinance?

Do you have a map of the 1000 foot circles around exclusion areas?

I read the other day that 1000 feet will be measured by the LCB as the ROUTE a kid walks from a school to a convenience store, not 1000 linear feet as the crow flies.

I would have thought you would have limited establishments to the ED zone, and was surprised at the inclusion of B-2 and C-1...

Mark Hoppen



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

Subject: Public Hearing and First Reading of Ordinance - N. Harborview Drive Right of Way Vacation/Dedication

Proposed Council Action: Bring Ordinance back for consideration at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *HL*

For Agenda of: September 9, 2013

Exhibits: Ordinance, Vicinity Map, Exhibits A, B, C, and D, and Vacation Checklist

Initial &
Date

Concurred by Mayor: *CLH 9/5/2013*
Approved by City Administrator: *R 9/5/13*
Approved as to form by City Atty: *VIA EMAIL 9/4/13*
Approved by Finance Director: *9/5/13*
Approved by Department Head: *702 9/4/13*

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

In 2012, as a part of the Donkey Creek Project construction easement acquisition process, the City reviewed a property line issue with the previous owner of Parcel No. 4102000013 (a.k.a. Remy property). At the center of the matter was the location of the existing sidewalk for N. Harborview Drive, which appears to be located beyond the City's right of way on private property. The City obtained the necessary temporary construction easements for the Project but has not resolved the property line issue.

In March 2013 the City was formally presented with a proposal by Wade Perrow, a representative Burnham Construction, LLC and the current property owner, to resolve the right of way issues in a way that would benefit both the City and Burnham Construction, LLC. This proposal was also presented to the City Council by Mr. Perrow at the May 13, 2013 Council Meeting and in a follow up email on May 14. Staff presented a subsequent report on the topic at the May 28 Council Meeting.

As a result of the May 28 staff report the City Council indicated interest to clear title issues and also obtain additional right-of-way along the property located at 8715 N. Harborview Drive in a manner that best serves the public interest. Section 12.14.002(D) of the Gig Harbor Municipal Code provides that in lieu of a petition for a street vacation the City Council may initiate a street vacation by resolution.

Resolution No. 933 was consequently passed on July 22, 2013 initiating a review of the proposed street vacation and setting a public hearing date of September 9, 2013 for the proposed vacation. Notices of the public hearing have been posted as required.

The proposed area of street vacation is outlined in Exhibits A and B of the proposed ordinance. The proposed area for the corresponding dedication of right of way is outlined in Exhibits C and D. For reference purposes, the proposed adjusted ROW line is set approximately 28 ft. south of the existing striped roadway centerline.

Burnham Construction, LLC, has indicated support for such street vacation and in-lieu transfer.

FISCAL CONSIDERATION

The right of way vacation and corresponding right of way dedication is proposed as an in-lieu transfer and would not involve the exchange of funds by either party as authorized under GHMC 12.14.018(B).

BOARD OR COMMITTEE RECOMMENDATION

No board or committee has provided a separate recommendation related to this topic.

RECOMMENDATION/MOTION

Bring Ordinance back for consideration at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING APPROXIMATELY 1,874 SQUARE FEET OF N. HARBORVIEW DRIVE RIGHT-OF-WAY OF N. HARBORVIEW DRIVE NEAR THE INTERSECTION WITH BURNHAM DRIVE IN LIEU OF TRANSFER; WAIVING COMPENSATION AS AUTHORIZED UNDER GHMC 12.14.018(B); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has discovered a discrepancy in the right-of-way of record for a portion of N. Harborview Drive just south of its intersection with Burnham Drive and adjacent to 8715 N. Harborview Drive, owned by Burnham Construction, LLC; and

WHEREAS, the City Council desires to clear title issues and also obtain additional right-of-way along the property located at 8715 N. Harborview Drive in a manner that best serves the public interest; and

WHEREAS, section 12.14.002(D) of the Gig Harbor Municipal Code provides that in lieu of a petition for a street vacation the City Council may initiate a street vacation by resolution; and

WHEREAS, Resolution No. 933 was passed on July 22, 2013 initiating a review of the proposed street vacation and setting a public hearing date of September 9, 2013 for the proposed vacation of public right of way; and

WHEREAS, a notice of the public hearing was posted on the City's website (www.cityofgigharbor.net), advertised in the Peninsula Gateway on August 21, posted on the Public Notice board at the Civic Center, on the street to be vacated, and notices were mailed to abutting property owners pursuant to RCW 35.79.020 and GHMC 12.14.008; and

WHEREAS, the City Council desires to vacate approximately 1,874 square feet of the southernmost portion of N. Harborview Drive, adjacent to 8715 N. Harborview Drive, in-lieu of a transfer to right of way by dedication of approximately 2,021 square feet of property desired along 8715 N. Harborview Drive, as authorized by GHMC 12.14.018(B); and

WHEREAS, after considering public testimony and the information presented by City staff the Gig Harbor City Council decided to vacate the right-of-way subject to conditions hereinafter provided, now, therefore,

THE CITY OF GIG HARBOR, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings. The Gig Harbor City Council finds that:

- A. That portion of the right-of-way for which vacation is sought is surplus to the City's needs and there is no reasonable likelihood that the property will be used for City road purposes; and
- B. The vacation of the right-of-way would not impair access to any property or otherwise impinge upon the property rights of the City or any private landowner along that portion of N. Harborview Drive proposed to be vacated; and
- C. Because of the location of the portion of the right-of-way sought to be vacated, the portion sought to be vacated has little value or utility, except to the owner of the adjacent property; and
- D. The adjacent property owner is willing to provide a dedication of property to the City as right of way in lieu of the right of way vacated to the property owner by the City.

Section 2. Vacation. Approximately 1,874 square feet of the southernmost portion of N. Harborview Drive right of way near the intersection with Burnham Drive, as described and depicted on Exhibits A and B attached hereto and incorporated herein by reference as if set forth in full, is hereby vacated to the adjacent property owner, SUBJECT TO the recording with the Pierce County Auditor of a dedication of right of way of approximately 2,021 square feet of property along 8715 N. Harborview Drive by Burnham Construction, LLC as described and depicted on Exhibits C and D attached hereto and incorporated herein by reference as if set forth in full.

Section 3. Compensation. No compensation shall be required from the adjacent property owner in exchange for the vacation as authorized under GHMC 12.14.018(B).

Section 4. Duties of City Clerk. The City Clerk is hereby authorized and directed to file a copy of this ordinance of record in the office of the Pierce County Auditor only when the condition listed in Section 2 has been satisfied.

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 _____, 2013.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

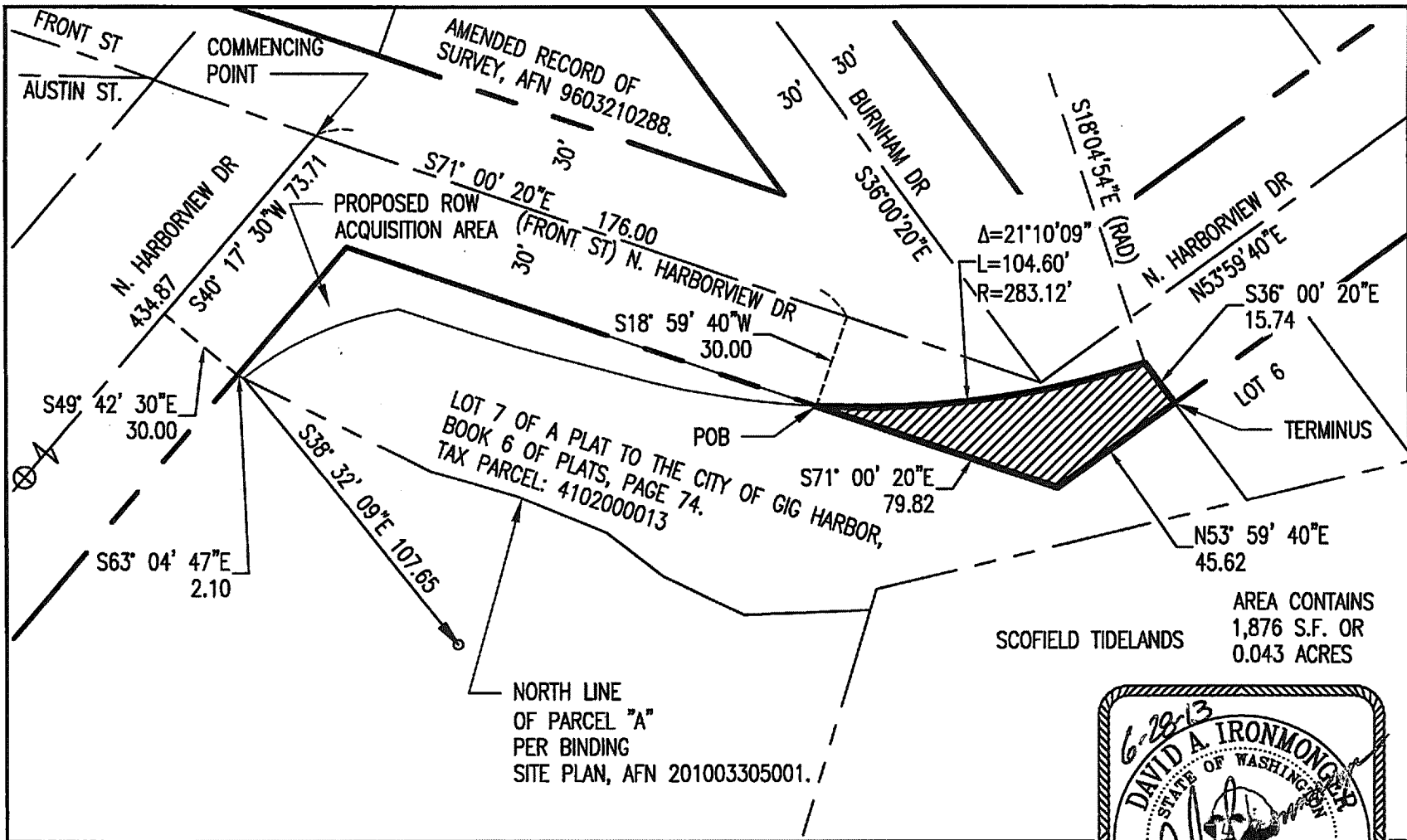
FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

EXHIBIT A
RIGHT-OF-WAY VACATION
TAX PARCEL 4102000013

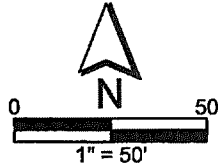
THAT PORTION OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON AND BEING A PORTION OF LOT 7 IN BLOCK 1 OF EXTENSION OF THE CITY OF GIG HARBOR, ACCORDING TO A PLAT RECORDED IN BOOK 6 OF PLATS AT PAGE 74, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF FRONT STREET AND N. HARBORVIEW DRIVE AS SHOWN ON RECORD OF SURVEY RECORDED IN SAID COUNTY UNDER AUDITOR'S FILE NUMBER 200901205003, SAID INTERSECTION BEARS NORTH $40^{\circ}17'30''$ EAST, ALONG THE MONUMENTED CENTERLINE OF N. HARBORVIEW DRIVE, A DISTANCE OF 434.87 FEET FROM A 3-INCH SURFACE BRASS DISK AT THE INTERSECTION OF N. HARBORVIEW DRIVE AND NORTH HARBORVIEW AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE CENTERLINE OF SAID FRONT STREET SOUTH $71^{\circ}00'20''$ EAST, 176.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH $18^{\circ}59'40''$ WEST, 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH $71^{\circ}00'20''$ EAST, 79.82 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH HARBORVIEW DRIVE; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NORTH HARBORVIEW DRIVE NORTH $53^{\circ}59'40''$ EAST, 45.62 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH $36^{\circ}00'20''$ WEST, 15.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 283.12 FEET, (FROM WHICH THE RADIUS POINT BEARS NORTH $18^{\circ}04'54''$ WEST); THENCE WESTERLY 104.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ}10'09''$ TO THE **TRUE POINT OF BEGINNING** CONTAINING 1,876 SQUARE FEET OR 0.043 ACRES, MORE OR LESS.





Parametrix DATE: June 26, 2013 FILE: PU2750024_ROWACQUISITIONREMY



**EXHIBIT B
RIGHT-OF-WAY VACATION MAP
TAX PARCEL #4102000013**

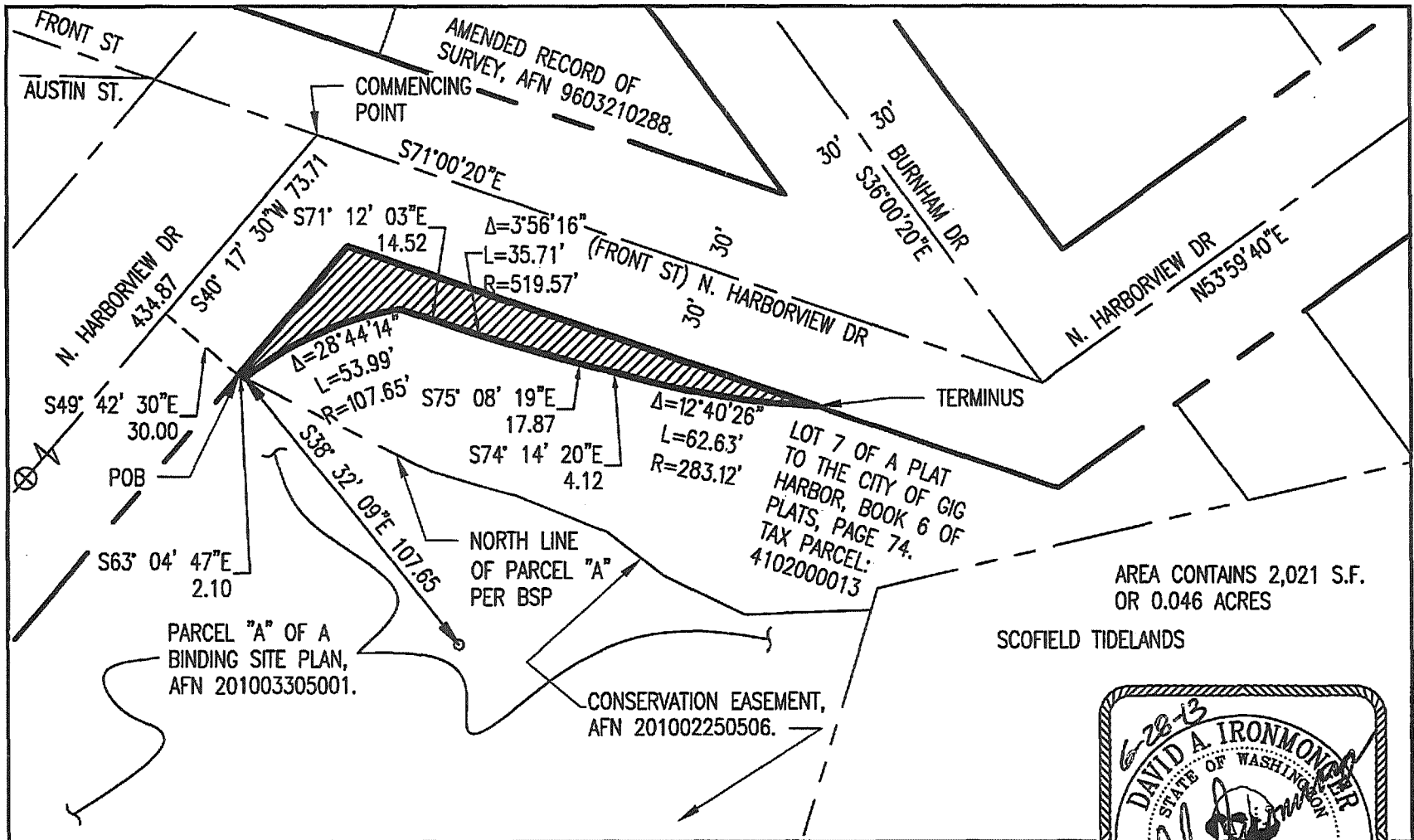


EXHIBIT C
RIGHT-OF-WAY ACQUISITION
TAX PARCEL 4102000013

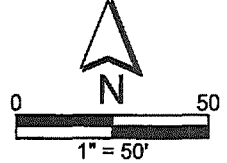
THAT PORTION OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, STATE OF WASHINGTON AND BEING A PORTION OF LOT 7 IN BLOCK 1 OF EXTENSION OF THE CITY OF GIG HARBOR, ACCORDING TO A PLAT RECORDED IN BOOK 6 OF PLATS AT PAGE 74, RECORDS OF SAID COUNTY, LYING NORTH AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF FRONT STREET AND HARBORVIEW AVENUE N. AS SHOWN ON A RECORD OF SURVEY RECORDED IN SAID COUNTY UNDER AUDITOR'S FILE NUMBER 200901205003, SAID INTERSECTION BEARS NORTH 40°17'30" EAST, ALONG THE MONUMENTED CENTERLINE, A DISTANCE OF 434.87 FEET FROM A 3-INCH SURFACE BRASS DISK AT THE INTERSECTION OF HARBORVIEW DRIVE AND NORTH HARBORVIEW AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID CENTERLINE SOUTH 40°17'30" WEST, 73.71 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 49°42'30" EAST, 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTH HARBORVIEW DRIVE AND THE **TRUE POINT OF BEGINNING** OF SAID DESCRIBED LINE; THENCE ALONG THE NORTH LINE OF PARCEL A AS SHOWN ON A BINDING SITE PLAN RECORDED IN SAID COUNTY UNDER AUDITOR'S FILE NUMBER 201003305001 SOUTH 63°04'47" EAST, 2.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 107.65 FEET (FROM WHICH THE RADIUS POINT BEARS SOUTH 38°32'09" EAST); THENCE LEAVING SAID NORTH LINE NORTHERLY 53.99 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°44'14"; THENCE SOUTH 71°12'03" EAST, 14.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 519.57 FEET; THENCE EASTERLY 35.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'16"; THENCE SOUTH 75°08'19" EAST, 17.87 FEET; THENCE SOUTH 74°14'20" EAST, 4.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 283.12 FEET; THENCE EASTERLY 62.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'26" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE **TERMINUS** OF SAID DESCRIBED LINE.
CONTAINING 2,021 SQUARE FEET OR 0.046 ACRES, MORE OR LESS.





Parametrix DATE: June 28, 2013 FILE: PU2750024_ROWACQUISITIONREMY



**EXHIBIT D
RIGHT-OF-WAY ACQUISITION MAP
TAX PARCEL #4102000013**



AREA CONTAINS 2,021 S.F.
OR 0.046 ACRES
SCOFIELD TIDELANDS



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: Burnham Construction, LLC

Date: September 9, 2013

Site address: 8715 North Harborview Dr

Phone Number: _____

Parcel Number: 4102000013

OWNER REQUIREMENTS

- ✓ The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)]. **Received**
- ✓ Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)]. **N/A**
- ✓ Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)]. **Received**
- ✓ Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers. **Received**
- ✓ Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information. **Received**
- ✓ At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**
- ✓ Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **Property transfer in lieu of compensation.**

CITY REVIEW

- ✓ Determine Non-user Statute application. **N/A**
- ✓ Verify all information provided in the petition, legal description, location map, and site map. **OK**
- ✓ Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. **Paved roadway with street trees.**
- ✓ Verify existing utilities or call One Call Locate to determine what utilities are on the property. **None**
- ✓ Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). **OK**
- ✓ Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. **No current public use**
- ✓ Determine possible retention for future public uses: Roadway, water, sewer, storm drainage,

VACATION OF STREETS AND ALLEYS
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14
PAGE 2

- parking facilities, parks, view areas, and access to waterfront. **None required.**
- ✓ Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **Extension of Gig Harbor Plat recorded July 20, 1891**
- ✓ Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **Property transfer in lieu of compensation.**
- ✓ Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. **N/A**
- ✓ Prepare aerial vicinity map. **Completed**
- ✓ Prepare Council Resolution. **Completed**
- ✓ Post notices of Public Hearing. **Completed**
- ✓ Determine hearing date. **September 9, 2013**
- ✓ Legal Review **Approved via email**



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

Subject: Public Works Contract Change Order
- Rosedale Roadway Improvements

Proposed Council Action: Authorize the Mayor to execute a Contract Change Order with MidMountain Contractors, Inc. in an amount not to exceed \$99,440.00, for a revised total contract amount of \$792,299.02.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw, *mm*
Project Engineer

For Agenda of: September 9, 2013

Exhibits: Contract Change Order No. 2

Initial &
Date

Concurred by Mayor: *ccw 9/9/13*
 Approved by City Administrator: *2 9/9/13*
 Approved as to form by City Atty: *ASB 9/9/13*
 Approved by Finance Director: *9/9/13*
 Approved by Public Works Director: *9/9/13*
 Approved by City Engineer: *9/9/13*

Expenditure Required	\$99,440.00	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$0
-----------------------------	-------------	------------------------	--------------------------	-------------------------------	-----

INFORMATION/BACKGROUND

This change order is made necessary to construct the roadway improvements as designed between the approximate limits of the Cushman Trail crossing and Shirley Avenue along the southern side of Rosedale Street. The original consultant design identified the existing gravel shoulder for use as roadway subgrade. However, during construction staking, Public Works Staff found the consultant's original topographic survey to be inaccurate as the shoulder width is actually much narrower than show in the design. Consequently this change order will provide compensation for construction of the additional roadside features consisting of additional retaining fill walls, storm drainage, guard rail and other ancillary and integral roadside features necessary for completion of the southern roadway features.

Without this change order the City will be forced to eliminate the construction of the bike lane from the project scope.

FISCAL CONSIDERATION


The originally allocated budget for this project is \$830,000.00 of which \$784,419.98 is committed in the current construction contract and other supporting contracts. Up to \$27,000.00 of the additional monies to fund project overages will come from TIB with the remainder from the allocated Hospital Benefit Zone Monies (HBZ). This Change Order will not impact the City's ending general fund balance.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Contract Change Order with MidMountain Contractors, Inc. in an amount not to exceed \$99,440.00, for a revised total contract amount of \$792,299.02.

Date: 9/9/2013	 City of Gig Harbor Public Works Department Change Order Form	CO # 2 Page 1 of 3																																		
<input checked="" type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input type="checkbox"/> Change Proposed by Contractor		Project No.: CSP-1103 Project Name: <u>Rosedale Roadway Imp. Skansie to Shirley</u> Contractor Name: <u>Mid-Mountain Contractors, Inc.</u> Contractor Address: <u>PO Box 2909</u> <u>Kirkland, WA 98083</u>																																		
When this Change Order has been approved by the City Engineer, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.																																				
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This Change Order revises the time for substantial completion by:

7 working day increase. working day decrease. no change in working days.

By accepting this Change Order, or by failing to follow the procedures of this Section 1-04.5 and Section 1-09.11 of Standard Specifications, the Contractor attests that the Contract adjustment for time and money as provided herein is adequate, and constitutes compensation in full for all costs, claims, mark-up, and expenses, direct or indirect, attributable to this or any other prior Change Order(s). Contractor further attests that the equitable adjustment provided herein constitutes compensation in full for any and all delays, acceleration, or loss of efficiency encountered by Contractor in the performance of the Work through the date of this Change Order, and for the performance of any prior Change Order by or before the date of substantial completion. All other items, conditions and obligations of the contract shall remain in full force and effect except as expressly modified herein, in writing, by this Change Order.

ACCEPTED:

Contractor Signature

Date

Surety Signature, when required

Date

APPROVED:

Charles L. Hunter, Mayor

Date



CITY OF GIG HARBOR

REQUEST FOR CLARIFICATION

Project: Rosedale Roadway Improvement Skansie to Shirley Ave Log No. 007

Contractor: MidMountain Contractors, Inc. Project No. CSP-1103

(FOR CONTRACTOR'S USE)

DATE: _____

SUBJECT: REQUEST FOR CLARIFICATION OF

DESCRIPTION:

CONTRACTOR'S AUTHORIZED SIGNATURE: _____

DATE _____

(FOR ENGINEER'S USE)

DATE: 9/6/2013

SUBJECT: REQUEST FOR CLARIFICATION OF

Price quotation for additional work on south side of Rosedale Street

DESCRIPTION:

The City is requesting that Mid-Mountain provide a unit bid price quotation for additional work on the south side of Rosedale Street based of the attached revised construction drawings and quantity spread sheet. This additional work will be paid for by Change Order and calculated per unit bid price. The City requests that Mid-Mountain provide costs by no later than 11:00 a.m. 9/9/13 in order to negotiate final prices and prepare Change Order for City Council approval at the 9/9/13 council meeting. Please include proposed additional time that you feel will be required to complete this work.

CITY'S AUTHORIZED SIGNATURE: 

DATE 9/6/13

Distribution: 1. Contractor 2. City of Gig Harbor

Page 1 of 1



Office Address
825 Fifth Avenue
Kirkland, WA
98033

Mailing Address
P.O. Box 2909
Kirkland, WA
98083-2909

Telephone
(425) 202-3600

Fax
(425) 202-3610

September 9, 2013

Serial Letter #01R3

Marcos McGraw, Project Engineer
City of Gig Harbor
3610 Grandview Street
Gig Harbor, WA 98335

Reference: Rosedale Roadway Improvements – Skansie Avenue to Shirley Avenue
CSP-1103 MMCI #132209

Subject: RFCO #001 - RFC # 7 Additional Work on South Side of Rosedale Street

Mr. McGraw,

MidMountain Contractors, Inc. (MMCI) presents this Request for Change Order (RFCO) in accordance with DIVISION 1 of the Contract General Requirements, Section 1-04.4 CHANGES.

Per RFC #07 a Unit Bid Price Quotation is attached for the additional work on the South side of Rosedale Street based off of the revised Construction Drawings Issued with RFC #07. This additional work increased the Construction Critical Path Schedule by seven (7) days. MMCI requires a Contract Time Extension of seven (7) Days.

MMCI requests a Change Order for the additional work in the amount of: **\$99,440.00** dollars.

Should you have any questions or require any additional information to process this RFCO, please contact me at 425-766-3974.

Respectfully,

Bill James
Project Manager
MidMountain Contractors Inc.

GIG HARBOR - ROSEDALE QUANTITIES PROPOSAL SOUTH SIDE OF ROADWAY							
		ITEM USE	ITEM DESCRIPTION	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT
SITE PREPARATION AND EROSION CONTROL							
		SP	CLEARING AND GRUBBING	1	L.S.	3,415.00	3,415.00
		GP	GRAVEL BORROW INCL. HAUL	500	TON	33.00	16,500.00
		SP	HYDROSEEDING	150	SY	5.50	825.00
		GP	TOPSOIL TYPE A	10	CY	105.00	1,050.00
		GP	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	2,500.00	2,500.00
ROADWAY							
		GP	BEAM GUARDRAIL TYPE 31	50	LF	65.00	3,250.00
		GP	BEAM GUARDRAIL NO-FLARED TERMINAL	2	EA	4,000.00	8,000.00
		SP	GRAVITY BLOCK WALL	900	S.F.	42.00	37,800.00
		SP	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	7,600.00	7,600.00
DRAINAGE							
		SP	PROFILE WALL PVC STORM SEWER PIPE 12 IN. DIAM	100	L.F.	125.00	12,500.00
		GP	QUARRY SPALL	10	TON	150.00	1,500.00
		SP	BANK RUN GRAVEL FOR TRENCH BACKFILL	90	C.Y.	50.00	4,500.00
							99,440.00

My name is Vonnie Moore and I'm here representing the Quail Park homeowners. *Quail PARK is a residential community LOCATED AT 41st ST & PT. Fosdick.*

We are requesting a safe pedestrian link along Pt. Fosdick to connect the existing sidewalk at the library to the existing sidewalk at Quail Run.

In 2007 a signed petition was presented to the City Council and, at that time, we were told the sidewalk was tentatively approved for the 2008 budget and nothing happened.

In February of 2012, Tim Payne (a city councilman), sent the following email to Sam Goodwill, a Quail Park homeowner, and I quote....."We will take care of the pedestrian safety. Another year will not go by without money for this project. If it does, hold me personally responsible and Yes, this is part of the public record." End of quote.

Increasing traffic, narrow shoulders and NO sidewalk make it difficult and very dangerous to walk from residential areas like Quail Park, Quail Run and Fairway Estates. Many young people, families with strollers and others walk along this narrow side of the road to the Library, health care facilities, restaurants, theaters, grocery stores and general shopping.

I have witnessed many near accidents with cars swerving to give pedestrians room. We need the sidewalk done now before a serious accident or fatality occurs.

I have a new petition to present to the Council at this time signed by the homeowners.

We have been very patient but with the overwhelming increase in traffic along Pt. Fosdick, we urge the council to take action and built this sidewalk now.