

Gig Harbor City Council Meeting

**September 23, 2013
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 23, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

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

RETURN TO REGULAR SESSION:

CONSENT AGENDA:

1. Approval of City Council Minutes Sep 9, 2013.
2. Liquor License Action: Renewals: Gourmet Burger Shop, Moctezuma's, Java & Clay Cafe, and Blue Agave Mexican Grill & Tequila Bar.
3. Receive and File: a) Parks Commission Minutes August 13, 2013; b) Lodging Tax Advisory Committee Minutes September 12, 2013; c) Gig Harbor Arts Commission Request for Funding.
4. Correspondence / Proclamations: a) Dept. of Ecology – No Further Action Approval for Eddon Boat Sediment Remediation Project; b) Note from former Mayor Gretchen Wilbert regarding Senior Center Activities; c) Comcast Foundation Grant Letter.
5. Second Reading of Ordinance No. 1269 – Budget Amendment Correcting 2013 Salary Schedule.
6. Second Reading of Ordinance No. 1270 – North Harborview Drive Right of Way Vacation/Dedication.
7. Resolution No. 936 – Applying Ordinance No. 1244 to the Harbor Hill Development Agreement.
8. Skansie Net Shed Pier Replacement – Public Works Construction Contract Award.
9. Franchise Agreement Renewal – Sewer Franchise with Pierce County.
10. Maritime Pier Pump Out – Public Works Construction Contract Award.
11. RCO Grant Agreement – Eddon Boat Park Expansion Project.
12. Approval of Payment of Bills Sep 23, 2013: Checks #73455 through #73602 in the amount of \$710,002.74.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1271 – Marijuana Related Uses.

NEW BUSINESS:

1. Resolution No. 937 – 2015 GMA Periodic Review and Commerce Grant Acceptance.

STAFF REPORT:

1. Land Use Permit Extensions – Jennifer Kester, Planning Director.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Open House – Downtown Waterfront Building Size and Height Amendments – Monday, October 14th from 3:30 - 5:00 p.m. in Community Rooms A & B.

ADJOURN TO WORKSTUDY SESSION: Downtown Waterfront Alliance Accomplishments – Community Rooms A & B.

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – September 9, 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:

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.

Councilmember Guernsey announced that she would abstain from voting because item number five involved Pierce County.

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

SWEARING IN CEREMONY: Chief Mike Davis presented the background information for Officer Kevin Goss. Mayor Hunter performed the swearing in, and Officer Goss's wife, Theresa, ceremoniously pinned on his badge.

OLD BUSINESS:

1. Third Reading of Ordinance – Downtown Building Size and Height Amendments. Planning Director Jennifer Kester gave a brief introduction and with Lita Dawn Stanton, gave a detailed presentation designed to answer questions from the July 22nd reading of the ordinance. At the conclusion, she explained that Council could: 1) Adopt the ordinance as written; 2) Adopt the ordinance with portions removed; 3) Deny the amendments; or 4) 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 determine. She addressed Council questions.

Ms. Kester responded to Councilmember Malich's question on minimum lot sizes in these zones.

Councilmember Young voiced his concern that grandfathering existing non-conforming buildings to be rebuilt within the existing building envelope is unprecedented in the state. City Attorney Angela Belbeck explained that the properties have the existing legal right to be on that footprint and it is a policy determination for whether or not you want to amortize or allow the non-conformity to remain. If you allow it to continue to exist, you are not increasing any harm.

Councilmember Malich then asked for clarification on whether this would allow three-story buildings behind the Maritime Inn. Ms. Kester explained that it could only occur through the step-back provision and due to the steep slope, they would have to dig into the hill. She also said that they could build with a flat roof under today's regulations.

Councilmember Guernsey thanked Ms. Kester and Ms. Stanton for the presentation, saying she hopes it will help with the misinformation out there. She stressed that these amendments do nothing to change the building sizes, setbacks, view corridor requirements, or design review requirements. She then commented that in order to allow additional opportunity for people to understand this, she would propose an amendment to remove all reference to the waterfront out of the ordinance and direct staff to draft a new ordinance to be presented on October 14th. She also recommended an open house to allow people to review the amendments and to ask questions.

Councilmember Kadzik asked for further clarification on what her motion might be, voicing concern with the proposed amendments to waterfront residential.

Ms. Kester and Councilmember Guernsey discussed options to address the proposed amendments to the ordinance.

MOTION: To remove all waterfront zone amendments (Items A, B, C, and D for Waterfront) (WC, WM, WR Residential and Nonresidential), strike the following from the ordinance:

- **7th Whereas Statement on Page 2 of 3: Remove “and the Waterfront Commercial (WC) district abutting the DB as these are” and replace with “as that is”**

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 as that is the generally accepted “downtown” area and have has the highest concentration of existing multi-story buildings; and

- **2nd through 5th Whereas Statements on page 3 of 13 – Remove all**

~~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~~

- **3rd Whereas Statement on Page 4 of 13: Remove “and abutting WC zones and the amendments reducing the front setbacks and height measurement point for residential uses”**

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

- **Strike Section 2 of the Ordinance on page 5 of 13 in its entirety.** This section allows interior only additions in the WC zone (Item A)
- **In Section 3 of the Ordinance on page 7 of 13, remove the following phrase from 17.68.040(E): “and the WC zoning district abutting the DB zoning district”**

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:

- **Strike Section 4 of the Ordinance on page 8 of 13 in its entirety.** This section changes setbacks in the waterfront zones for residential uses (Item D)
- **In Section 5 of the Ordinance on page 9 of 13, remove the following phrase from 17.99.510(A)(2): “AND PORTION OF THE WC ZONE ABUTTING THE DB ZONE”**

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:

- **Also in Section 5 of the Ordinance on page 10 of 13, remove the following phrase from 17.99.510(A)(3): “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”**

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:

- **Also in Section 5 of the Ordinance on page 11 of 13, remove the following phrase from 17.99.510(B)(1): “and abutting portion of the Waterfront Commercial (WC) district”**

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.

- **Direct Staff to update the title of the ordinance to reflect these changes**

Guernsey / Ekberg -

Councilmembers Ekberg and Kadzik thanked staff for their work on the presentation. Councilmember Kadzik acknowledged the controversy over the proposed amendments and said that he hopes the reintroduction of that portion of the amendments will clear up the misinformation. He addressed two common themes in the multiple e-mails he has received. The first was the claim that there was a lack of communication. He gave an overview of all the prior notices and meetings held by the Planning Commission that preceded these amendments coming before Council for a public hearing that was publically noticed and sent directly to surrounding property owners. There were several people that came to testify, and areas were removed from the ordinance as a result of that. He added that the city does it's best to notify the public of these processes, but the citizens must rely upon keeping themselves informed. The second claim has been that the city is selling out to big money or that they are trying to pull a fast one. He stressed that nothing could be further from the truth; most of the area downtown are legacy property, and to his knowledge there are no large developers planning a project.

Councilmember Kadzik continued to explain that these amendments are being done in the interest of increasing the vitality of the downtown while keeping the character. He said that the downtown is going to wither unless we do something and addressed the parking issue by saying requiring more parking is the kiss of death for a new business, and studies have shown that there is plenty of parking. He commented that he has been involved with the city in one way or another since 1994, and he has never seen a decision based upon monetary gain. He said that they do their best to make this the best city it can be. He then explained that he did not respond to emails because of legal concerns with the open public meetings law and public records disclosure.

Councilmember Young asked if any of the other Councilmembers were interested in eliminating the section on grandfathering. No one responded and so he continued to address the issue with development agreements. He read from the code then explained that a development agreement may allow some deviation from code, but it requires a superior design; it is Council's duty to make sure that it's clearly a better proposal if allowed to deviate from code. He commented that through the Comprehensive Plan process, there is lots of public involvement to help determine what the zoning looks like. He said that the waterfront is defined by the Shoreline Master Program and zoning code. He then addressed the idea that there could be a corridor created by two story buildings along the waterfront; he emphasized that the reality is that we are protecting the areas around the residential areas. He said that the idea of two-story buildings that would allow retail below and residential or office above in the downtown is in line with the vision adopted for this area. He said that he would support the separation of the waterfront from this ordinance to allow further education and encouraged people to continue to submit comments in writing as we move forward.

Councilmember Perrow thanked staff for the lot by lot, building by building analysis, saying the artwork really highlighted the fact that there is very little view in these areas; the corridors are small. He said he looks forward to seeing and hearing more.

Councilmember Ekberg addressed the view issue, and said that we live in a community that owes a big thanks to this Council and previous Councils which had the foresight to preserve view access. He said he would challenge that no other small waterfront town has gone as far as we have in acquiring waterfront property, starting with the Ferry Landing, to the Maritime Pier, to the Skansie Brothers Park, to Jerisich Dock, to the Dorotich Street Platform, to the Ancich Park, to Eddon boat, to Austin Estuary, to Donkey Creek, around to the Bogue Viewing platform. These are a wealth of publicly owned property for the public to enjoy as a result of the foresight of City Council to enjoy for the future.

Mayor Hunter thanked him for these comments.

Councilmember Guernsey thanked the public for coming, and encouraged everyone to ask questions so that when these come back you will really understand them. She asked people to be careful to the sensitivity of negative comments. She called for the motion.

RESTATED MOTION:

MOTION: To remove all waterfront zone amendments (Items A, B, C, and D for Waterfront) (WC, WM, WR Residential and Nonresidential), strike the following from the ordinance:

- **7th Whereas Statement on Page 2 of 3: Remove “and the Waterfront Commercial (WC) district abutting the DB as these are” and replace with “as that is”**

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~~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~~

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- **Direct Staff to update the title of the ordinance to reflect these changes**

Guernsey / Ekberg – unanimously approved.

Ms. Kester said that this will return for an open house on October 14th prior to the Council meeting where an ordinance for the waterfront portions will be presented. She said there is a sign-up sheet in the back for anyone who wants to be notified of any future meetings regarding downtown building height and size.

The Mayor called for a recess at 6:30 p.m. The meeting reconvened at 6:58 p.m.

NEW BUSINESS:

1. Street Naming Request – Bellasara Development. Building / Fire Safety Director Paul Rice introduced this request for approval to name the street within the Bellasara Residential Plat.

MOTION: Move to approve the naming of the street within the Bellesara residential plat as “Serenity Loop.”

Young / Guernsey – unanimously approved.

2. First Reading of Ordinance – Budget Amendment Correcting 2013 Salary Schedule. Finance Director David Rodenbach explained that there was an error in the salary range for the Maintenance Technician approved with the 2013 budget. This ordinance would correct that. Council agreed that this could return on the next meeting's consent agenda for second reading.

3. Public Hearing and First Reading of Ordinance – Marijuana Related Uses.

Senior Planner Lindsey Sehmel presented the background for this ordinance adopting land use and zoning for state allowed marijuana related uses. She addressed Council questions on the 1,000 foot rule.

Mayor Hunter opened the public hearing at 7:16 p.m.

Sam Atkinson – 5500 Olympic Drive, Suite 105. Mr. Atkinson spoke to the collective garden issue. He explained that production and processing is done at the garden, but distribution is through dispensaries. What will happen under these regulations is that patients in Gig Harbor won't have access to medical marijuana without crossing the bridge. He said that Section C Item 5 states that a location utilized solely for the purpose of distributing cannabis shall not be considered a collective garden. He asked that this be changed to treat access to medical marijuana the same as retail; as it is, the only zone that allows collective gardens is the ED zone where there are no existing buildings. Because medical marijuana requires a level of expertise and provides a valuable service, he asked that it be treated the same as recreational marijuana and allowed in the C-1 and B-2 zones.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen asked for clarification if Tacoma Community College had been considered in measuring distance. Ms. Sehmel responded that there is no provision in state law to take community colleges into consideration when measuring distance. Mr. Hoppen emphasized that there is a major population of students under the age of 18 because of the Running Start and Daycare programs which needs to be considered. He also recommended eliminating the B-2 Zone because the established definition is overly permissive and difficult to regulate. He then said that medical cannabis is a slippery slope and so the language in the ordinance is appropriate.

There were no further comments and the public hearing closed at 7:20 p.m.

Ms. Sehmel responded to a request by Councilmember Kadzik to clarify the request by Mr. Atkinson regarding the distinction between medical and recreational use. She said that medical marijuana has no state process for review or licensing and so the state law is not clear on whether dispensaries are allowed at this point.

Councilmember Young further explained that the federal government made a deal with the states to accept regulatory program allowing retail, but it excludes dispensaries because they were never legal to begin with.

Councilmember Perrow commented that seven ED zones are identified on the map, but the ordinance specifically calls out the ED zone along Bujacich Drive. Ms. Sehmel said that was an error.

Councilmember Malich said he agreed with comments made by Mr. Hoppen regarding Tacoma Community College and said he would like to see it change. Councilmember Perrow said that he too would like to see the B-2 zone removed from the ordinance due to problems with Harbor Ridge Middle School.

Ms. Sehmel presented a map with the B-2 zone removed. Ms. Kester noted that the areas could change as affected businesses come and go, and the state is limiting how many can go into an area. There was discussion on the definition of arcade, grandfathered licenses, and security requirements.

City Attorney Angela Belbeck addressed the thousand foot buffer, saying that it would be worthwhile to clarify that it be measured the same as Washington State Liquor Control Board prescribes. Council agreed.

Council further discussed removing the B-2 zone. It was determined that it may be premature to eliminate the entire B-2 zone and perhaps only certain sections should be addressed. This will return for a second reading at the next meeting.

4. Public Hearing and First Reading of Ordinance – North Harborview Drive Right of Way Vacation/Dedication. Councilmember Perrow left the chambers at this time.

Public Works Director Jeff Langhelm presented the background for this ordinance finalizing the vacation of a portion of North Harborview Drive in lieu of transfer and waiving compensation.

Mayor Hunter opened the public hearing at 7:42 p.m. There were no public comments and the hearing closed. Council agreed that this could return on the next meeting's consent agenda for second reading. Councilmember Perrow returned to chambers.

5. Public Works Contract Change Order – Rosedale Roadway Improvements. Public Works Director Jeff Langhelm explained the need for this change order to complete the roadway improvements due to an inaccurate topography survey.

MOTION: Move to 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.

Malich / Ekberg – unanimously approved.

STAFF REPORT: None.

PUBLIC COMMENT:

Vonnie Moore – 2713 – 43rd St. NW. Ms. Moore, representing the Quail Park Homeowners, requested a safe pedestrian link along Point Fosdick from the library to their neighborhood. She explained that they had submitted a petition to council back in

2007 and were told the improvements were tentatively approved. In addition, in 2012 Councilmember Payne sent an e-mail to Sam Goodwill personally promising that this would be taken care of. She cited increased traffic, narrow shoulders, and lack of a sidewalk for the dangerous conditions that cause many near accidents. She submitted a new petition and urged council to take action.

Councilmember Young explained that the collapse of the economy was an unforeseen event, and that last year, the city thought it was successful in obtaining grant funding to complete the improvements, but the legislature robbed the account. He asked the neighbors to stay tuned during the 2014 Budget process, saying the city would have to pay for the improvements.

Sam Goodwill – 2805 41st Street NW. Mr. Goodwill voiced appreciation for the update. He also talked about the growth that has led to an increase in traffic making it so dangerous to walk. He stressed that Point Fosdick traffic is an issue of public safety and concern, emphasizing that it is time for the city to invest in street lights, sidewalks and other pedestrian improvements on the Westside.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Perrow complimented Karen Scott for the great job she did with this year's concert series. He said that she was open to suggestions, very accommodating, and easy to work with.

Councilmember Young reported that the trolley ridership has expectedly declined this week now that school has started. He said that the Pierce Transit Board was pleased with the results of the trolley project and the fact that the merchants want to continue with the service. He talked about fare-box recovery and said he was told that the current projections are at \$3886.00. Now, he stressed, is the time to talk about appropriate fares and fare subsidies.

Councilmember Young then reported on future cuts to the Pierce Transit service now that the sales tax has come back down. His final report was an update on the AWC Legislative Committee meeting two weeks ago.

Councilmember Malich gave a report on the latest Flood Zone District meeting. He then asked about the lack of microphones in the council chambers. Clerk Towslee said that some may have been removed between the time she set up and this evening. She also explained that when the audio system was redone, several microphones were eliminated to prevent feedback.

Councilmember Perrow gave an overview of the Intergovernmental Affairs Committee meeting this afternoon where they prioritized action on the Frontage Road (not a priority), the Harbor Hill Connector, the 302 Corridor Study, and tolls.

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:

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

CD recorder utilized: Tracks 1002 – 1021

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 08/08/2013

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20131130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. GOURMET BURGER SHOP LLC	GOURMET BURGER SHOP 4120 HARBORVIEW DR GIG HARBOR WA 98332 1080	410484	BEER/WINE REST - BEER/WINE OFF PREMISES
2. MOCTEZUMAS GIG HARBOR, INC.	MOCTEZUMA'S 4628 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	076858	SPIRITS/BR/WN REST LOUNGE +
3. JAVA & CLAY CAFE, LLC	JAVA & CLAY CAFE 3210 HARBORVIEW DR GIG HARBOR WA 98335 2101	407583	BEER/WINE REST - BEER/WINE OFF PREMISES
4. ANNAP, INC.	BLUE AGAVE MEXICAN GRILL & TEQUILA BAR 4729 POINT FOSDICK DR NW GIG HARBOR WA 98335 2316	408762	SPIRITS/BR/WN REST LOUNGE +

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: August 7, 2013 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Rahna Lovrovich, Nick Tarabochia, Stephanie Payne and Kyle Rohrbaugh; Staff Members: Public Works Director Jeff Langhelm, Senior Planner Lindsey Sehmel, Public Works Superintendent Marco Malich, Special Projects Coordinator Lita Dawn Stanton and Community Development Assistant Terri Reed.

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	<p>Approval of July 15, 2013 Meeting Minutes</p> <p>Commission Chair Lovrovich asked for two modifications to the minutes:</p> <ol style="list-style-type: none"> 1. Change: name from "Ms. Sehmel" to "Commission Chair Lovrovich" in the sentence that explains that there are currently 27 spots, up Stinson from Harborview Drive. 2. Add: there are 41 parking spots on Harborview, between Eddon Boat Park and Austin Estuary Park. 	<p>MOTION: Move to approve July 15, 2013 minutes as presented.</p> <p>Lovrovich / Tarabochia</p> <p>AMENDED MOTION: Move to approve July 15, 2013 minutes, with edits requested.</p> <p>Tarabochia / Payne – unanimously approved</p>
OLD BUSINESS: Ancich Waterfront Park Visioning	<p>Senior Planner Lindsey Sehmel provided the Parks Commission members with a Use/Priority worksheet for discussion. Each item on the worksheet was reviewed and ranked for community-wide priority of undermet needs and needs proposed for the Ancich site.</p> <p>Next steps: September Parks Commission meeting- conceptual vision and timing will be reviewed.</p> <p>Public Works Director Langhelm gave an update that the repairs to the net shed pier should be complete in a few of weeks and that the interim improvements to the</p>	

Topic / Agenda Item

Main Points Discussed

Recommendation/Action Follow-up (if needed)

	<p>site are currently in the permitting process with the City.</p>	
<p>Private Structures in Public Parks</p>	<p>Public Works Director Jeff Langheim asked the Commission if they would like to have further discussion to refine the draft policy or consider making a recommendation to City Council to not allow private structures in public parks and instead allow structures to be built by the City and then leased with certain terms and conditions back to any group that the City wants to negotiate with.</p> <p>It was discussed that any approved structures on city property would be city-owned.</p> <p>Commission Chair Lovrovich stated that the Commission should look at all parks and come up with a broader policy that directs some of the uses allowed at each specific park.</p>	<p>MOTION: Move to not allow building of private structures on park property and that the Parks Commission review lease agreement proposals on a case by case basis and forward recommendations to City Council.</p> <p>Lovrovich / Tarabochia – passed unanimously.</p>
<p>NEW BUSINESS: Chum Festival</p>	<p>Erin Ewald, with the Pierce Conservation District, a sponsor of the Chum Festival, explained their role in the Festival and being an environmental partner with the City and the Greater Gig Harbor Foundation.</p> <p>Ms. Ewald asked for Parks Commission support and participation in the Chum Festival. The Parks Commission mentioned possibly having a presence at the Festival in a booth.</p>	<p>Staff will check on sharing booth space with the City.</p>
<p>Parks and Open Space</p>	<p>Lita Dawn Stanton presented the Mayor's request that the Parks Commission look at open space on the water, in particular the open water in front of Skansie Brothers Park. She asked the Commission to endorse the Mayor's proposal prior to his presentation to City Council.</p>	<p>MOTION: Move that the open space in front of Skansie Brothers Park be preserved for the future.</p> <p>Tarabochia / Lovrovich – passed unanimously</p>
<p>Eddon Boat Park - Marine Railways</p>	<p>Lita Dawn Stanton gave an update on the art that will soon be placed in Eddon Boat Park.</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	Public Works Director Langhelm gave an update that the majority of the pilings for the marine railways have already been constructed and the City is preparing to put out an RFQ for an engineering firm to help put the rails on piles, drive the rest of the piles and to design a containment structure for any debris.	
PARK UPDATES	Lita Dawn Stanton updated the Commission on the Request for Proposals to install Public Art at the Bogue Viewing Platform. Public Works Director Langhelm gave updates on the following projects: Harbor Hill Park Property Visioning, Cushman Trail and Donkey Creek.	
PUBLIC COMMENT:		
ADJOURN:		MOTION: Move to adjourn at 7:39 p.m. Lovrovich / Rohrbaugh - unanimously approved



LODGING TAX ADVISORY COMMITTEE MINUTES

DATE: September 12, 2013
TIME: 7:30 am
LOCATION: Gig Harbor Civic Center
SCRIBE: Maria Tobin
MEMBERS PRESENT: Tom Drohan, Warren Zimmerman, Mary DesMarais, Sue Braaten, Lindsey Munson, Kathy Franklin, Mona Sarrenson
MEMBERS ABSENT: Councilmember Tim Payne, Jannae Mitton
OTHERS PRESENT: Maria Tobin, Kati Wright, Karen Scott

INTRODUCTION

Karen called the meeting to order at 7:35 am. Karen presented the Lodging Tax Advisory Committee with a folder containing the meeting minutes from June 27, 2013 LTAC Committee meeting; the proposed 2014 Marketing Department Budget, a list of Lodging Tax Advisory Committee members and their individual term dates; June 2013 Lodging Tax Collected Report; Visitor Center 3rd Quarter Tally Sheet and the most recent printed rack cards.

DISCUSSION

Discussion opened with the proposed 2014 budget. Among the budget is an adjustment to the marketing director and marketing assistant salary at 50% General Funds and 50% LT. This reflects feedback and requests made at May work study sessions and reflects the current workload assignments amongst staff. A partnership with Visit Kitsap Peninsula has also been added to the budget of \$5,000, Karen reminded the committee that we had partnered with Kitsap in previous years but it had been 5 years since. The budget will begin its final review amongst the City Administrator and Mayor within the month with approval at the Budget Work Study Session October 21st.

Further budget discussion took place. Warren inquired if the budget was a zero based budgeting. Karen responded we are not and the previous years' balances remains, clarifying that this will allow the 'reserve fund so to speak' to re-establish itself as has been done in previous years. This fund had been built up for Skansie House VIC renovation yet was relied heavily upon during the downturn in the economy in 2009. It has significantly diminished. Karen stated that all expenses not included in 'marketing efforts' are available through our Finance Department and Dave Rodenbach is available for any further questions or clarification. Kathy and Sue commented that the goal of the LT committee is to advise solely on the marketing and tourism promotion dollars and not staffing and personnel expenses.

As the budget discussions covered projected advertising expenses, Tom asked when the new version of ads would be produced and if the committee would have some oversight regarding the style and design

of ads placed. He expressed discord amongst the group regarding to past ad campaigns such as “Got Gig?” Karen agreed to present the committee with new ad designs when they are produced and can be circulated for feedback during design.

Mona asked that there be some advertising campaign focused on meeting in Gig Harbor to maximize on its two meeting facilities at the Wesley Inn and the Inn at Gig Harbor. Karen said she would work to combine the advertising for work and play in Gig Harbor. Tom Drohan suggested coming out with a new tag line. Please email suggestion to Karen for development during last quarter of the year.

Moving on through the budget, Sue suggested that training/trade show allocation be increased from \$500 based on current trade show participation to \$2,000. Kati Wright suggested consideration for a City Membership with MPI. Karen will explore possible membership.

Kathy made a motion for a vote of approval of 2014 budget with an amendment to increase Training / Trade Shows line item to \$2000 from \$500. Sue seconded the motion. The 2014 marketing budget was voted on by entire committee with a unanimous vote of yes.

Patricia Graf-Hoke, Executive Director from Visit Kitsap Peninsula provided a brief presentation on the benefits of Gig Harbor’s partnership with the Kitsap CVB at a cost of \$5000 per annual membership.

Upon conclusion of her presentation the committee voted yes and agreed that the benefits of this partnership were in agreement with the LTAC committee’s goals for increased awareness of Gig Harbor as vacation and meeting destination, positively impacting tourism in Gig Harbor. A professional services contract will be included in the 2014 budget as presented.

Meeting Adjourned at 8:45am.

Respectfully submitted,

Maria Tobin
Marketing Assistant



TO: Mayor Chuck Hunter and the Gig Harbor City Council
FROM: **Gig Harbor Arts Commission**
DATE: September 10, 2013
RE: 2014 City Budget

For many years, the City of Gig Harbor has been home to a varied and well-respected arts community. When the Arts Commission was formed back in 2001, it was charged with management of a small grant program offering matching funds to local organizations that promote the arts in our community. The appropriation for this Program ranged between \$10,000 to \$30,000 each year.

Since 2003, more than 23 organizations received funds from the GHAC Grant Program. Although each award was typically limited to approximately \$2,000, the impact on the financial viability of an event or activity was, in many cases, critical. Since 2010, funding for the Arts Grant Program has been suspended. While the Arts Commission understands why this measure was taken, we believe it is more important than ever that our community have continued affordable access to visual and performing arts activities such as concerts, film festivals, art shows and theatrical productions. These activities help provide a sense of stability, vibrancy and diversity to our community.

In anticipation of your Budget Workshop scheduled in November, the Gig Harbor Arts Commission respectfully requests that the Arts Grant Program be reinstated and that \$20,000 be set aside in the 2014 Budget.

Thank you for your consideration and past support.

Sincerely,

Tracy von Trotha, Gig Harbor Arts Commission Chair
Gig Harbor Arts Commissioners: Charlee Glock-Jackson, Neil Sampson, Dale Strickland, Mardie Rees, Jeni Woock, Martha Reisdorf, Janine Miller



**CITY OF GIG HARBOR
ENGINEERING DIVISION
MEMORANDUM**

DATE: September 12, 2013
TO: Mayor Hunter and City Council
FROM: Stephen Misiurak, City Engineer
SUBJ: Eddon Boat Sediment Remediation Project- No Further Action Approval

Attached you will find written correspondence from the Department of Ecology (DOE) in which the DOE has concluded that the City has satisfied ALL of the requirements of the Agreed Order and that DOE will begin the process of delisting this cleanup site from the State inventory of known environmental cleanup sites. This Approval is a major project milestone and brings to a close over eight years of hard work on behalf of the City staff, its consultants, and attorneys.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

RECEIVED

AUG 13 2013

CITY OF GIG HARBOR

August 6, 2013

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

RECEIVED

AUG 14 2013

CITY OF GIG HARBOR
ENGINEERING

RE: Satisfaction of conditions of Agreed Order No. DE 5597.
Site Name: Eddon Boat Park
Facility Site ID: 1301959
Cleanup Site ID: 3419

Dear Mr. Misiurak:

We received the Eddon Boat Park Long-Term Monitoring Plan Year 5 Memorandum, which is the final required monitoring report for the Eddon Boat Park sediment remediation. Joyce Mercuri reviewed the report and agrees with the conclusions that the capped/enhanced natural recovery areas are stable and exhibiting signs of accumulation of fine grained material. It appears that the cleanup action is successful and is functioning as expected.

With the conclusion of the fifth and final year of monitoring required under the Water Quality Monitoring, Sediment, and Soils Sampling Plan, Ecology finds that the city of Gig Harbor has completed all of the requirements of Agreed Order No. DE 5597 (Agreed Order). Therefore, as provided for in Section IX of the Agreed Order, I am providing this written notice that the city of Gig Harbor has completed the remedial activity and all other provisions required under the Agreed Order, and considers the provisions of the Agreed Order to be satisfied.

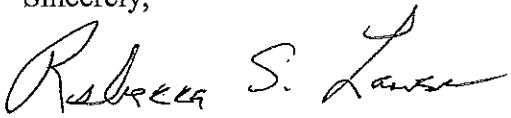
Restrictive covenants are in place at this site to prevent potential releases of contaminants that have been capped in sediment and uplands areas. Because of the restrictive covenants, the site will be subject to periodic review as provided for in Section VIII (S) of the Agreed Order. That section of the Agreed Order states that the period review shall occur at least every five years after the initiation of the cleanup action at the site. However, because Ecology has already been reviewing site cleanup status each year for the past five years under the long term monitoring program, we have determined that the first periodic review may be delayed until the end of 2015.



We will begin the process for delisting the site as soon as possible, given workload and priorities within Ecology. We will provide an opportunity for you to review the fact sheet and mailing list that will be developed for the delisting.

If you have any questions or would like to discuss the site, please contact site manager Joyce Mercuri at (360) 407-6260.

Sincerely,



Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office

RSL/JM/ksc:Satisfaction of Order Letter 07 2013

By certified mail: (7012 1010 0003 0195 4970)

cc (email): Lita Dawn Stanton, City of Gig Harbor
Joy Dunay, AnchorQEA
Joyce Mercuri, Ecology Site Manager
Scott Rose, Ecology
Panjini Balaraju, Ecology

Active Retirement & Senior Club of Gig Harbor

September, 2013						
Monday	Tuesday	Wednesday	Thursday	Friday	Sa/Su	
2	3	4	5	6	7/8	
LABOR DAY HOLIDAY Club Closed Monday & Tuesday		10:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	10am-12:00pm Coffee Hour 10- Move to Music <i>Club Closes @ Noon</i>		
9	10	11	12	13	14/15	
~No Tai Chi~ 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving	~No Tai Chi~ 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball 1:00 Advisory Mtg	10am-12:00pm Coffee Hour 10- Move to Music <i>Club Closes @ Noon</i>		
16	17	18	19	20	21/22	
10:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving	~No Tai Chi~ 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	19 Foot Care <i>Appt. Req'd.</i> 10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	20 Foot Care 10am-12:00pm Coffee Hour 10- Move to Music <i>Club Closes @ Noon</i>		
23	24	25	26	27	28/29	
10:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving 12:00 Lunch & Learn @ Harbor Place	10:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	10am-12:00pm Coffee Hour 10-Move to Music <i>Club Closes @ Noon</i>		
30		Senior Club Hours <i>Monday - Thursday</i> 9:00am - 3:00pm <i>Friday</i> 9:00am - 12 Noon		<i>Sr. Club Contact</i> Joyce Schultz 253-502-4670		

~BINGO SPONSORED BY HARBORPLACE @ COTTESMORE EVERY 2ND & 4TH MONDAY~

October, 2013						
Monday	Tuesday	Wednesday	Thursday	Friday	S/S	
	1	2	3	4	5/6	
	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 11:00 Beanbag BB & Lunch @ Peninsula 12:00 Woodcarving	11:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	10am-12:00pm Coffee Hour 10-Move to Music <i>Club Closes @ Noon</i>		
7	8	9	10	11	12/13	
10:00 Tai Chi - Beg. 11:00 Tai Chi-Cont. 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving	11:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	10am-12:00pm Coffee Hour 10-Move to Music <i>Club Closes @ Noon</i>		
14	15	16	17	18	19/20	
10:00 Tai Chi - Beg. 11:00 Tai Chi-Cont. 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving POTLUCK at 11:30	10:00 Tai Chi - Beg. 11:00 Tai Chi - Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	17 Foot Care <i>Appt. Req'd.</i> 10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	18 Foot Care <i>Appt. Req'd.</i> 10am-12:00pm Coffee Hour 10:00 Move to Music <i>Club Closes @ Noon</i>		
21	22	23	24	25	26/27	
10:00 Tai Chi - Beg. 11:00 Tai Chi-Cont. 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving 12:00 Lunch & Learn @ Harbor Place	10:00 Tai Chi - Beg. 11:00 Tai Chi-Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	10:00 Jazz Dance 11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball	10am-12:00pm Coffee Hour 10-Move to Music <i>Club Closes @ Noon</i>		
28	29	30	HAPPY HALLOWEEN!			
10:00 Tai Chi - Beg. 11:00 Tai Chi-Cont. 10:30 Pool w/Ed 12:00 CCS Lunch 12:45 Bingo	10:00 Coffee Hour 10:00 Move to Music 11:00 Sr. Fitness 12:00 Woodcarving	10:00 Tai Chi - Beg. 11:00 Tai Chi-Cont. 11:00 Cards 12:00 CCS Lunch 1:00 Int. Computers	11:00 Sunbreak Singers 12:00 CCS Lunch 1:00 BeanBag Baseball			

To Mayor Hunter and Council Members

An Update on the Success of the Gig Harbor Senior Club

Several of you Council Members probably remember the pros and cons of dedicating funds in partnership with others in our community to create a Senior Center/Boys and Girls Club.

Approximately 100 Senior Members now participate during the year. I just wanted you to see the success of our investment in the Senior Club.

Thanks again,

Gretchen Wilbert

Did you know ... September is National Fall Prevention Month?

During the month of September,, the Peninsula Fall Prevention Coalition, has the following informative learning sessions available to further educate you, regardless of age, on the ways to reduce and/or eliminate falls. All free of cost!

Monday, 23rd – Key Peninsula Senior Center—Meet at Volunteer Park for Play Day from 10am to 12pm. Bring a brown bag lunch . Refreshments provided.

Tuesday 24th – Harbor Place @ Cottesmore—Fall Prevention Expo, Improving Health, focusing on strength and balance from 11:30am to 2pm. Lunch provided.

Tuesday, Thursday and Saturday, September 24, 26 & 28 at Merrill GardensSAIL Class at 2:45pm; SAIL is an acronym for "Stay Active and Independent for Life." Strength and core workout. Come try it out!

Thursday 26th – YMCA—Area vendors present supporting healthy balance and fall prevention from 11am to 1pm

Friday 27th – Peninsula Retirement— Comfort Keepers speaker then lunch from 11:00am to 2:00pm.

Active Retirement & Senior Club of Gig Harbor

September & October 2013 Senior Club Calendar & Newsletter

**Jim & Carolyn Milgard Family HOPE Center
Cheney Family Boys & Girls Club
8502 Skansie Avenue
Gig Harbor, WA 98335
253.502.4670**

Senior Club Hours
*Monday through Thursday
9:00am –3:00pm*
Friday 9:00-12:00 Noon

Senior Club memberships info:
\$99 per person or
\$175 per couple for 12 months

September & October Newsletter

Sr. Club Advisory Committee

If you would like to be part of this Committee the next two meetings are scheduled for **Thursday, September 12 and October 10 at 1pm in room 232.** We look forward to see you there!

PHYSICAL MOVEMENT CLASSES

***NEW* Senior Fitness-Chairside Meets on Tuesday @ 11:00am.** It's energetic, it's fun and energizing. Start moving to improve your health and well-being. Cost is free to membership and \$2/week for non-members.

~Tai Chi-Beginning meets on Monday & Wednesday @ 10am. Sun style taught by Royann. Fee based.

~On-Going Tai Chi. meets at 11:00am on Monday & Wednesday, Sun style. Experience recommended. Taught by Royann. Fee based.

~Gentle Jazz Dancing for Seniors on Thursday morning at 10:00pm It's fun, energetic and age appropriate. No dancing experience required! Taught by Bryan DaSilva. Fee based.

~Move to the Music, meets on Tuesday and Friday mornings from 10:00-11:00am. Includes warm-up, appropriate movements for seniors, and cool down. Cost is free to members and \$3/week for non-members. Facilitated by a Jane Fonda DVD.



- **Sunbreak Singers** meet every Thursday at 11:00am in the Senior Club. Everyone is welcome to join in song. No singing experience required. It's just plain fun!
- **Personal Computer Assistance available.** If you need help with specific computer software challenges, call Myron Anderson at 853-6267; a Senior Club member.
- **Woodcarving** is starting again. Tuesday afternoon from 12-noon to 2:30pm. \$10/ session, paid monthly.
- **Pool with Ed!** Come on Monday's to play pool with Ed. He'll even teach you to play if you don't know how.

SENIOR CLUB NOTES

SENIOR LUNCHESES are served every Monday, Wednesday and Thursday promptly @ noon for a \$3 donation. Just to let you know, we are always looking for lunch volunteers to set tables and help serve meals.

FOOT CARE CLINIC the third week of each month. Check calendar for specific dates. Call Joyce @ 502-4670 as appointments req'd.

....Always remember there are **informal, last minute activities and things going on** that have not been scheduled on the calendar. We wouldn't want you to miss out, so check in with us periodically.



September 17, 2013

Mr. Jeff Langhelm
Public Works Director
City of Gig Harbor - Public Works
3510 Grandview Street
Gig Harbor, WA 98335



Dear Mr. Langhelm:

We are pleased to enclose a Comcast Foundation grant for \$420.00 in gratitude for helping to make our 12th annual Comcast Cares Day a huge success.

Comcast Cares Day is our company's annual day of service and the nation's largest single-day corporate volunteer effort. Working with organizations like yours, and our friends and families, Comcast and NBCUniversal employees paint and clean schools, landscape public gardens, stock food banks and provide other services to make a positive impact in communities around the world.

I am proud to say that since the first Comcast Cares Day in 2001, more than half a million volunteers have now contributed three million-plus hours of service at 5,000 project sites worldwide.



The Comcast Foundation is always working to strengthen our community partnerships and publicize the good works of the organizations we fund. We encourage our partners to share stories of what they achieved with the help of the Comcast Foundation and Comcast Cares Day volunteers.

Attached is a Federal Lobbying Disclosure Act document form. If applicable to your organization, please complete the form and return it **no later than 10/26/2013.**

If it is not applicable, please disregard it. Thank you again for your time, hard work and community support. If you have any questions, please contact Christine Miller at 215-286-8464 or Christine_Miller@comcast.com.

Sincerely,

Charisse R. Lillie

Charisse R. Lillie
Vice President, Community Investment - Comcast Corporation
President - Comcast Foundation

RECEIVED

SEP 18 2013

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

cc: David L. Cohen Steve White Kate Oravez Tiffany Payne



The Comcast Foundation
 One Comcast Center
 1701 JFK Boulevard
 Philadelphia, PA 19103-2838

No. 9273

Date : 16-AUG-13

Vendor Name : CITY OF GIG HARBOR

Vendor No. : 393948

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
59712	17-JUN-13		0.00	420.00
			RECEIVED	
			SEP 18 2013	
			CITY OF GIG HARBOR	
TOTAL			0.00	420.00

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



The Comcast Foundation
 One Comcast Center
 1701 JFK Boulevard
 Philadelphia, PA 19103-2838

WELLS FARGO BANK
 WILMINGTON, DE
 62-22/311

No. 9273

Date 16-AUG-13

Void After 180 Days

Pay Four Hundred Twenty Dollars And 00 Cents*****

\$ *****420.00

To
 The
 Order
 Of
 CITY OF GIG HARBOR

W. E. Dardelino
 AUTHORIZED SIGNATURE

TWO SIGNATURES REQUIRED IF OVER \$24,999.99 DOLLARS

⑈ 9 2 7 3 ⑈ ⑆ 0 3 1 1 0 0 2 2 5 ⑆ 2 0 7 9 9 5 1 0 6 0 8 1 4 ⑈

Details on back. Security features included.



IMPACT STORIES

As discussed in your Award Letter, the Comcast Foundation is always working to strengthen our partnerships in the community and to publicize the good works of the organizations we fund. Our focus areas are digital literacy, volunteerism and youth leadership development, with an emphasis on programs serving diverse communities. If you have any stories or examples about the kind of impact you were able to achieve with the help of the Comcast Foundation grant, please let us know. A few sentences on the outcomes your organization was able to achieve will enable us to promote your successes. Here are some examples:

With the help of the grant from the Comcast Foundation, our family literacy program was able to provide reading readiness programs to 400 pre-school children in the greater (insert city name) area.

or

With funding from the Comcast Foundation, we were able to expand our volunteer efforts and recruited an additional 200 mentors to work with students from four additional schools (grades 6 – 9). Mentors met with students twice a month to provide help with schoolwork, social activities and coaching in life skills.

or

Our after-school programs served 600 children, providing homework help, recreational games, and youth leadership development skills to residents of the growing immigrant community of _____ county.

Please email form back to Comcast_Giving@comcast.com or fax to 215-286-8343 no later than 11/2013. Be sure to include your organization name and Grant ID 59712.

Thank You,
Comcast Foundation



**Subject: Second 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 23, 2013

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CLH 9/16/13

Approved by City Administrator:

R 9/16/13

Approved as to form by City Atty:

Per Email

Approved by Finance Director:

DR 9/13/13

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

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.

ORDINANCE NO. 1269

**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 23rd 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: 9/23/13
Date published: 09/25/13
Date effective: 09/30/13
Ordinance No. 1269



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

Subject: Second Reading of Ordinance No. 1270- N. Harborview Drive Right of Way Vacation/Dedication

Proposed Council Action: Adopt Ordinance at this second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *JL*

For Agenda of: September 23, 2013

Exhibits: Ordinance, Vicinity Map, Exhibits A, B, C, and D, and Vacation Checklist

	Initial & Date
Concurred by Mayor:	<u>CUH 9/18/13</u>
Approved by City Administrator:	<u>R 9/18/13</u>
Approved as to form by City Atty:	<u>by e-mail 9-4</u>
Approved by Finance Director:	<u>NA</u>
Approved by Department Head:	_____

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

Adopt Ordinance No. 1270 at this second reading.



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**

ORDINANCE NO. 1270

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 23rd day of September, 2013.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

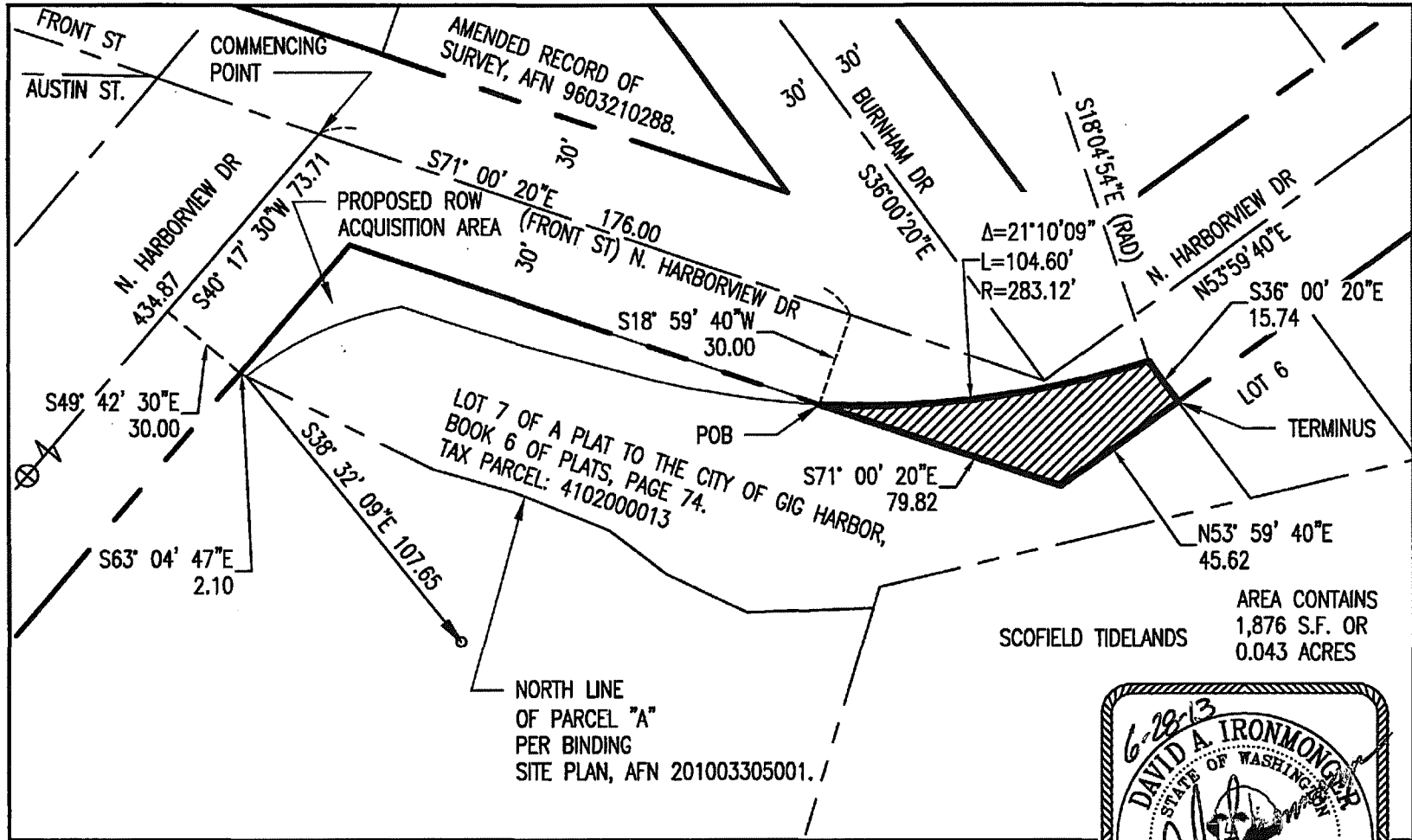
FILED WITH THE CITY CLERK: 09/04/13
PASSED BY THE CITY COUNCIL: 09/23/13
PUBLISHED: 09/25/13
EFFECTIVE DATE: 09/30/13
ORDINANCE NO. 1270

EXHIBIT A
RIGHT-OF-WAY VACATION
TAX PARCEL 4102000013

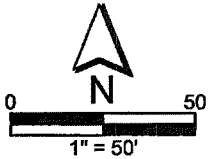
THAT PORTION OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON AND BEING A PORTION OF LOT 7 IN BLOCK 1 OF EXTENSION OF THE CITY OF GIG HARBOR, ACCORDING TO A PLAT RECORDED IN BOOK 6 OF PLATS AT PAGE 74, RECORDS OF SAID COUNTY, BEING 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°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°00'20" EAST, 176.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 18°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°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°59'40" EAST, 45.62 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 36°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°04'54" WEST); THENCE WESTERLY 104.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°10'09" TO THE **TRUE POINT OF BEGINNING** CONTAINING 1,876 SQUARE FEET OR 0.043 ACRES, MORE OR LESS.





Parametrix DATE: June 28, 2013 FILE: PU2750024_ROWACQUISITIONREMY



**EXHIBIT B
RIGHT-OF-WAY VACATION MAP
TAX PARCEL #410200013**



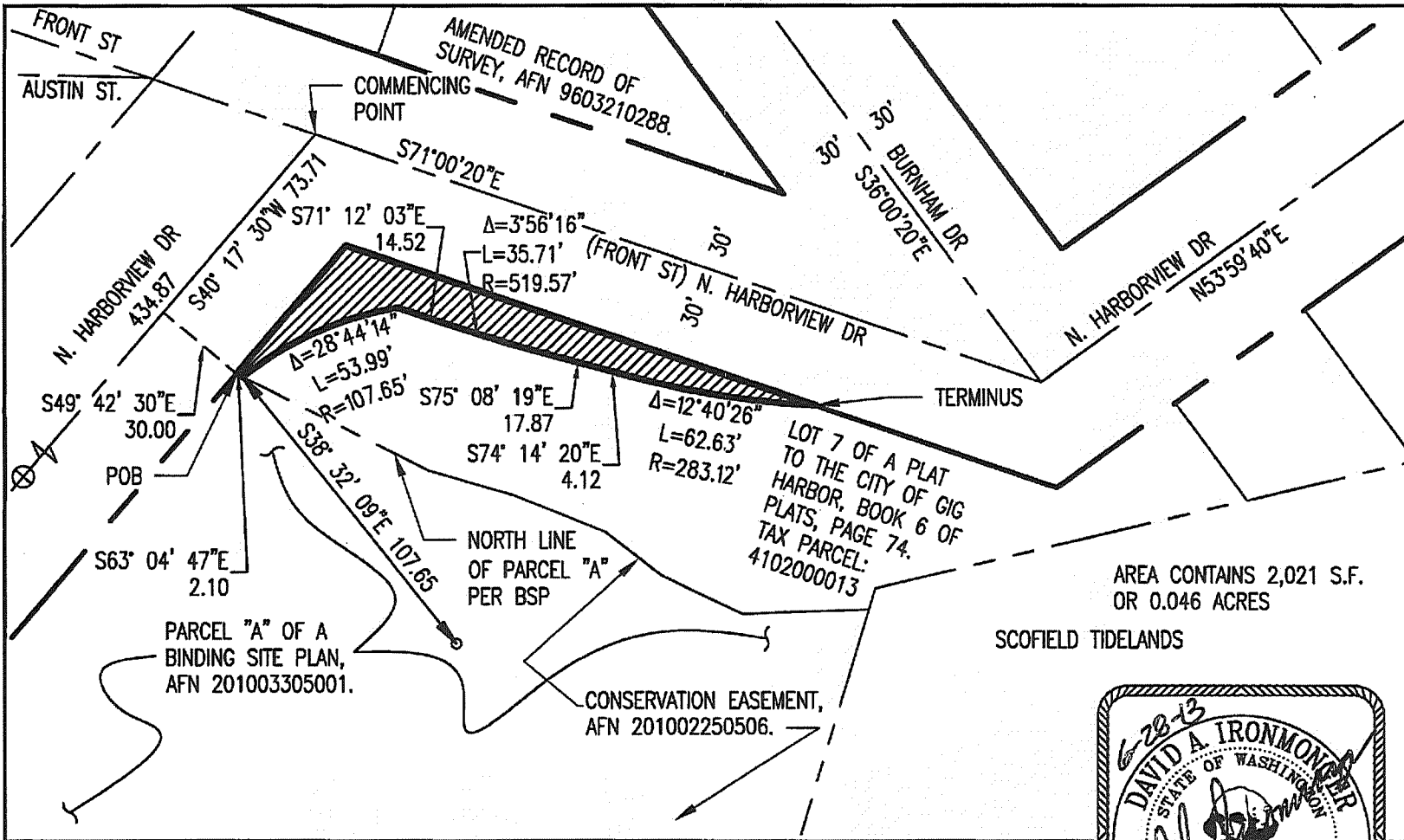
AREA CONTAINS
1,876 S.F. OR
0.043 ACRES

EXHIBIT C
RIGHT-OF-WAY ACQUISITION
TAX PARCEL 4102000013

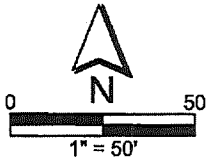
THAT PORTION OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, STATE OF WASHINGTON AND BEING A PORTION OF LOT 7 IN BLOCK 1 OF EXTENSION OF THE CITY OF GIG HARBOR, ACCORDING TO A PLAT RECORDED IN BOOK 6 OF PLATS AT PAGE 74, RECORDS OF SAID COUNTY, 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: PUZ750024_ROWACQUISITIONREMY



**EXHIBIT D
RIGHT-OF-WAY ACQUISITION MAP
TAX PARCEL #4102000013**



AREA CONTAINS 2,021 S.F.
OR 0.046 ACRES
SCOFIELD TIDELANDS



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

<p>Subject: Resolution - Applying ORD No. 1244 to the Harbor Hill Development Agreement.</p> <p>Proposed Council Action: Pass Resolution No. 936</p>	<p>Dept. Origin: Planning</p> <p>Prepared by: Jennifer Kester, Planning Director <i>JK</i></p> <p>For Agenda of: September 23, 2013</p> <p>Exhibit: Ordinance 1244</p> <p style="text-align: right;">Initial & Date</p> <p>Concurred by Mayor: <i>CKA 9/18/13</i></p> <p>Approved by City Administrator: <i>i2 9/18/13</i></p> <p>Approved as to form by City Atty: <i>email 9/17/13</i></p> <p>Approved by Finance Director: <i>N/A</i></p> <p>Approved by Department Head: <i>JK 9/18/13</i></p>
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Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$ 0
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This resolution relates to allowing primary and secondary schools in the PCD-BP zoning district that is included within the Harbor Hill Development Agreement. Specifically, passing this resolution gives Harbor Hill LLC and OPG Properties LLC (the developers) an opportunity to provide express consent to application of Ordinance No. 1244 allowing primary and secondary schools in the Planned Community Development Business Park zoning district (PCD-BP) as authorized under section 7 of the Harbor Hill Development Agreement.

The City Council passed Ordinance 1244 allowing primary and secondary schools in the PCD-BP zoning district in 2012 after the Harbor Hill Development Agreement was executed in 2010. While the Council recognized the need to include schools in the PCD-BP zoning district that was also part of the development agreement when the ordinance was passed in 2012, this housekeeping resolution was not included in the packet.

FISCAL CONSIDERATION
None

BOARD OR COMMITTEE RECOMMENDATION
None

RECOMMENDATION/MOTION
Pass resolution

RESOLUTION NO. 936

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING HARBOR HILL LLC AND OPG PROPERTIES LLC AN OPPORTUNITY TO PROVIDE EXPRESS CONSENT TO APPLICATION OF ORDINANCE NO. 1244 ALLOWING PRIMARY AND SECONDARY SCHOOLS IN THE PLANNED COMMUNITY DEVELOPMENT BUSINESS PARK ZONING DISTRICT (PCD-BP) AS AUTHORIZED UNDER SECTION 7 OF THE HARBOR HILL DEVELOPMENT AGREEMENT.

WHEREAS, the City of Gig Harbor and Harbor Hill LLC entered into that certain Development Agreement for the Harbor Hill Development dated November 9, 2010 for certain property in the Gig Harbor North area (the "Property"), and recorded at Pierce County Auditor's file No. 201011160780, as rerecorded at Auditor's file No. 201011241249; as supplemented by that certain Joinder Agreement dated November 22, 2010 and recorded at Pierce County Auditor's file No. 201012020196, joining Olympic Properties Group LLC as a party to the Development Agreement; and as amended by that certain Amendment No. 1 to the Development Agreement dated November 26, 2012 and recorded at Pierce County Auditor's file No. 201212040216; and

WHEREAS, section 8 of the Development Agreement provides, in part, that the permitted uses for development of the subject property include the "Existing Land Use Regulations;" and

WHEREAS, section 3 of the Development Agreement defines "Existing Land Use Regulations," in part, as "ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of the land,...."; and

WHEREAS, section 7 of the Development Agreement provides, in part, that Developer is vested to the rights as set forth in the Development Agreement, and that with limited exceptions not applicable here, such rights may not be modified by the City except as expressly consented thereto by the Developer; and

WHEREAS, Peninsula School District notified the City that a new elementary school should be built in the Gig Harbor North area, and the PCD-BP zoning district is most suitable for school district needs; and

WHEREAS, by way of Ordinance No. 1244 the City of Gig Harbor amended its land use matrix to allow secondary and primary schools outright in the PCD-BP zoning district, in which a portion of the Property lies; and

WHEREAS, the City desires to offer the Developer the opportunity to consent to the application of the new zoning regulations set forth in Ordinance No. 1244 to its

Property in the PCD-BP zoning district, and the Developer has indicated its intent to provide such consent by written notice after passage of this Resolution;

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

The City Council of the City of Gig Harbor hereby offers Harbor Hill LLC and OPG Properties LLC the opportunity to consent to application of Ordinance No. 1244 allowing primary and secondary school uses in the PCD-BP zoning district to its Property subject to the above Development Agreement and in the PCD-BP zoning district, as authorized under section 7 of the Development Agreement. Such application shall be effective upon receipt of written consent by Harbor Hill LLC and OPG Properties LLC, executed before a notary public.

RESOLVED this _____ day of September, 2013.

APPROVED:

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



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

Subject: Skansie Net Shed Piling Replacement Project – Construction Contract Authorization plus Change Order Authority for City Engineer;

Proposed Council Action: Approve and authorize the Mayor to execute a Public Works Construction Contract with Quigg Brothers, Inc., in an amount not to exceed \$114,152.85 for the award of the Skansie Net Shed Piling Replacement project plus Authorize Change Order Authority to the City Engineer in the not to exceed amount of \$11,000.00.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: September 23, 2013

Exhibits: Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

CMH 9/18/13

D 9/18/13

BID APPROVED VIA E-MAIL 9/17/13

9/19/13

9/18/13

Expenditure Required	\$125,152.85	Amount Budgeted	\$ 175,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On August 7, 2013 the City formally advertised this project for solicitation of formal bid. These bids were publically opened on September 11, 2013. The City received a total of four (4) bids of which the lowest responsive bidder is Quigg Brothers, Inc. This construction contract provides for the restoration of the end of the existing pier for the historic Skansie Net Shed.

BID RESULTS

The Skansie Net Shed Piling Replacement Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was range \$ 125,000.00 to 140,000.00. A total of four bid proposals were received by the City on September 11, 2013. Bid results from each bidder are summarized below showing the total bid amount.

BIDDER	TOTAL BID AMOUNT
1. Quigg Brothers, Inc.	\$ 114,152.85
2. Nordland Construction NW	\$ 152,735.00
3. Manson Construction Co.	\$ 215,372.50
4. American Construction	\$ 228,392.50

The bid package submitted by the lowest bidder, Quigg Brothers, Inc., had two irregularities that

were determined by the City to be waivable because they did not prejudice the bidders. Nordland Construction NW, however, submitted a bid protest. As a result, timely notice of the City's intent to execute a contract for the project with Quigg Brothers will be provided to Norland Construction as required under RCW 39.04.105.

FISCAL CONSIDERATION

The 2013 City of Gig Harbor Budget includes funding for the proposed work from the Park Development fund (Objective 11). The budget summary for this item is provided in the table below:

2013 Budget for Park Development, Objective No. 11	\$ 175,000.00
Requested 2013 Expenses:	
Engineering/Construction support services - Sitts & Hill Engineers)	(\$ 10,098.00)
Construction Contract – Quigg Brothers, Inc.	(\$ 114,152.85)
Change Order Authority for Public Works Contract	(\$ 11,000.00)
Remaining 2013 Budget =	\$ 39,749.15

BOARD OR COMMITTEE RECOMMENDATION

Improvements to the Skansie Net Shed was reviewed and discussed by the Parks Commission on several different occasions.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Public Works Construction Contract with Quigg Brothers, Inc., in an amount not to exceed \$114,152.85 for the award of the Skansie Net Shed Piling Replacement project plus Authorize Change Order Authority to the City Engineer in the not to exceed amount of \$11,000.00.



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

Subject: Franchise Agreement Renewal – Sewer Franchise with Pierce County

Proposed Council Action: Authorize the Mayor to sign a Franchise Application for the renewal of the sewer franchise agreement between Pierce County and the City.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *JL*

For Agenda of: September 23, 2013

Exhibits: Franchise Application with Exhibit "A"

Initial &
Date

Concurred by Mayor: *CLH 9/19/13*
Approved by City Administrator: *E 9/19/13*
Approved as to form by City Atty: *VIA EMAIL 9/13/13*
Approved by Finance Director:
Approved by Department Head: *JL 9/18/13*

Expenditure Required	\$500	Amount Budgeted	\$0	Appropriation Required
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INFORMATION/BACKGROUND

The City of Gig Harbor is generally limited to providing sewer service only to its citizens. However, circumstances exist where the City provides sewer service to citizens living outside the city limits but within the urban growth area (UGA). There is also the situation where the City owns and manages the community septic system for the Shorecrest area of Rosedale.

For these locations where the City owns and manages the wastewater infrastructure outside the city limits, Pierce County requires the City obtain a franchise agreement for construction, operation, and maintenance of the wastewater infrastructure. The previous agreement was granted in 1998 and expired in 2013. The anticipated duration of this agreement is also 15 years.

FISCAL CONSIDERATION

This application requires a \$500 application fee and subsequent publishing charges. The Wastewater Operating fund (402) has sufficient funds to pay these expenses.

BOARD OR COMMITTEE RECOMMENDATION

This topic has not been presented to a board or committee for recommendation

RECOMMENDATION/MOTION

Authorize the Mayor to sign a Franchise Application for the renewal of the sewer franchise agreement between Pierce County and the City.

FRANCHISE APPLICATION

TO THE PIERCE COUNTY COUNCIL
PIERCE COUNTY, WASHINGTON

Council Members:

City of Gig Harbor

(franchise name)

hereby applies to the Council of Pierce County, Washington, for a franchise to construct, maintain, and operate sewer collection system _____ in, under,

(franchise type)

along and over the public roads and highways in Pierce County, Washington, as set forth in EXHIBIT "A" hereto attached.

None of the roads over which authority is hereby requested for the construction, maintenance, and operation of said system are within the limits of an incorporated city or town, and the said applicant hereby respectfully requests the County Council to fix a time and place for the hearing of this application and such steps taken as may be required by law or the practice of your Honorable Council to authorize the granting of this franchise.

Dated _____, 20____

Respectfully submitted,

(sign and print)
Charles L. Hunter

Title Mayor

ADDRESS:

3510 Grandview Street

City/State/Zip: Gig Harbor, WA 98335

Phone: (253) 851-6170

NOTE: THIS FRANCHISE APPLICATION MUST BE ACCOMPANIED BY AN EXHIBIT "A", WHICH IS THE DESCRIPTION AND MAP OF THE AREAS TO BE COVERED BY THE FRANCHISE, AND BY A CHECK IN THE AMOUNT OF \$500.00. THE BALANCE OF THE COST FOR PUBLICATION CHARGES WILL BE BILLED AFTER THE FRANCHISE HAS BEEN GRANTED.

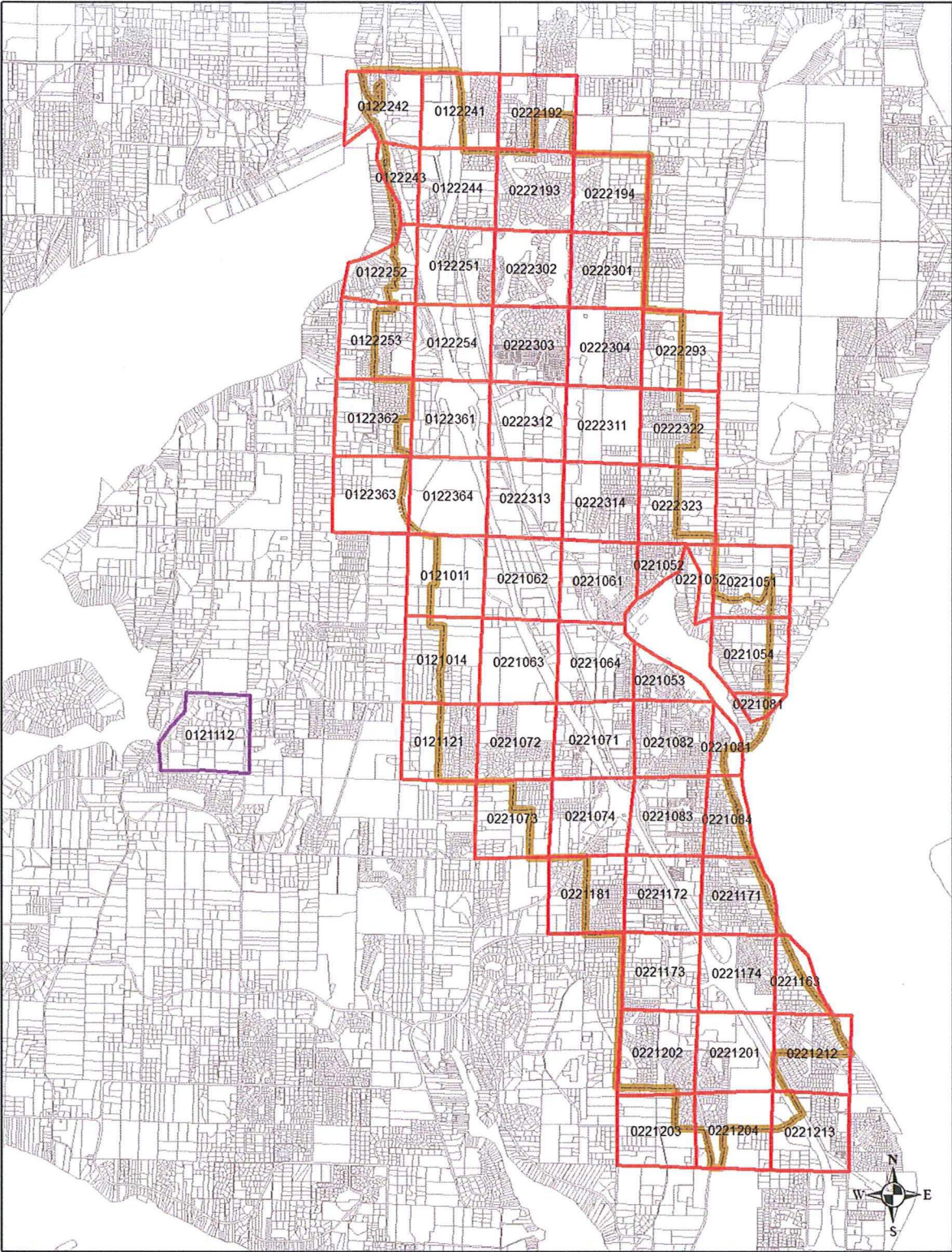
Exhibit "A"

GIG HARBOR SEWER SERVICE AREA
QUARTER SECTIONS

RANGE	TOWNSHIP	SECTION	QUARTER SECTION
01	22	24	2
01	22	24	1
02	22	19	2
01	22	24	3
01	22	24	4
02	22	19	3
02	22	19	4
01	22	25	2
01	22	25	1
02	22	30	2
02	22	30	1
01	22	25	3
01	22	25	4
02	22	30	3
02	22	30	4
02	22	29	3
01	22	36	2
01	22	36	1
02	22	31	2
02	22	31	1
02	22	32	2
01	22	36	3
01	22	36	4
02	22	31	3
02	22	31	4
02	22	32	3
01	21	01	1
02	21	06	2
02	21	06	1
02	21	05	2
02	21	05	1
01	21	01	4
02	21	06	3
02	21	06	4
02	21	05	3
02	21	05	4
01	21	12	1

02	21	07	2
02	21	07	1
02	21	08	2
02	21	08	1
02	21	07	3
02	21	07	4
02	21	08	3
02	21	08	4
02	21	18	1
02	21	17	2
02	21	17	1
02	21	17	3
02	21	17	4
02	21	16	3
02	21	20	2
02	21	20	1
02	21	21	2
02	21	20	3
02	21	20	4
02	21	21	3
01	21	11	2

GIG HARBOR SEWER SERVICE AREA QUARTER SECTION MAP





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

Subject: Maritime Pier Pump Out Project – Construction Contract Authorization; --Change Order Authority for City Engineer;

- Proposed Council Action:** Approve and authorize the Mayor to execute the Public Works Construction Contract with AMO Construction, LLC, in an amount not to exceed \$48,119.75 for the award of vessel pump system installation plus authorize Change Order Authority to the City Engineer in the not to exceed amount of \$8,000.00.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: September 23, 2013

Exhibits: Public Works Contract

Initial &
Date

Concurred by Mayor:

CLH 9/19/13

Approved by City Administrator:

R 9/19/13

Approved as to form by City Atty:

Via Email 9-13-13

Approved by Finance Director:

Approved by Public Works Director:

JAD 9/19/13

Approved by City Engineer:

9/13/13

Expenditure Required	\$56,119.75	Amount Budgeted	\$ 122,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On July 31, 2013, the City formally advertised this project for solicitation of formal bid. The City received a total of three (3) responsive bids. These bids were publically opened on August 28, 2013. The lowest responsive bidder is AMO Construction, LLC. This construction contract provides for the installation of the City procured vessel pump-out system.

BID RESULTS

The Maritime Pier Pump Out Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was \$ 57,559.25. A total of three bid proposals were received by the City on August 28, 2013. The City received a fourth bid delivered by FedEx three hours after the bid opening time that was not opened or considered.

In determining "lowest responsible bidder", in addition to price, the following elements were given consideration by the City:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services.

AMO Construction, low bidder, satisfied all criteria listed above.

**City of Gig Harbor
Maritime Pier Pump-Out Project
CPP-1302**

THIS AGREEMENT, made and entered into, this _____ day of _____, 2013, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and AMO Construction, LLC, a Washington Limited Liability Company, hereinafter called "Contractor".

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of Maritime Pier Pump-Out Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Maritime Pier Pump-Out Project, CPP-1302," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum forty-eight thousand one hundred nineteen dollars and seventy-five cents (\$48,119.75), including state sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed no later than October 31, 2013.
3. The Contractor agrees to pay the City the sum of \$200.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools, and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents,

including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.

- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF GIG HARBOR:

CONTRACTOR:

Chuck Hunter, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

END CONTRACT FORM



Business of the City Council
City of Gig Harbor, WA

Subject: Grant Agreement with RCO
for the acquisition of two parcels to expand
Eddon Boat Park.

Proposed Council Action: Approve and
authorize the Mayor to execute a contract
(Project Agreement) with RCO for the
acquisition of two parcels to expand Eddon
Boat Park.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: September 23, 2013

Exhibits: Agreement

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

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: -0-, \$400,000, -0-.

INFORMATION / BACKGROUND

The City applied for and was awarded a \$302,328 grant from the Washington State Recreation and Conservation Office (RCO) for the acquisition of two undeveloped waterfront parcels located at 3807 and 3809 Harborview Drive next to Eddon Boat Park. The parcels will expand Eddon Boat Park and include paths for new shoreline access.

FISCAL CONSIDERATION

\$400,000 is identified in the 2013 Parks Budget Item #18. This is a reimbursement grant. The grant acquisition budget has been adjusted to include some development and will be reflected in the 2014 Budget.

BOARD OR COMMITTEE RECOMMENDATION

City Council passed Resolution #900 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 acquisition of two parcels to expand Eddon Boat Park.



WWRP Project Agreement Outdoor Recreation Account

Project Sponsor: City of Gig Harbor

Project Number: 12-1507A

Project Title: Eddon Boat Waterfront Park - Expansion

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 purchase two undeveloped waterfront parcels that will expand the historic Eddon Boat Waterfront Park by approximately one-half acre and 167 feet of low-bank waterfront for public access. The City will also provide signage and fencing, and remove a creosote bulkhead. The primary recreation opportunity provided by this project is water access.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on July 1, 2013 and end on June 30, 2015. 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 acquisition 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 lands acquired 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 \$302,328.00. 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 - Water Access	45.65%	\$302,328.00
Project Sponsor	54.35%	\$359,927.00
Total Project Cost	100.00%	\$662,255.00

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 12-1507A, 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: 12-1507A

Project Title: Eddon Boat Waterfront Park - Expansion

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 SRFB 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.

Legal Description

Project Sponsor: City of Gig Harbor
Project Title: Eddon Boat Waterfront Park - Expansion

Project Number: 12-1507 A
RCO Approval: 07/01/2013

Worksite Name

Property Name

Legal Description

Worksite #1 Eddon Boat Waterfront Park-Expansion

Eddon Boat Park -3807

The legal description of the property purchased with funding assistance provided through this Project Agreement (and protected by a recorded Deed-of-Right) shall be amended into the Project Agreement prior to reimbursement of the final payment.

Eddon Boat Park -3809

The legal description of the property purchased with funding assistance provided through this Project Agreement (and protected by a recorded Deed-of-Right) shall be amended into the Project Agreement prior to reimbursement of the final payment.

Eligible Scope Activities

Project Sponsor: City of Gig Harbor	Project Number: 12-1507
Project Title: Eddon Boat Waterfront Park - Expansion	Project Type: Acquisition
Program: WWRP - Water Access	Approval: 7/1/2013

Acquisition Metrics

Property: Eddon Boat Park -3807 (Worksite #1, Eddon Boat Waterfront Park-Expansion)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):	
Lake	0.00
Riparian	0.00
Tidelands	0.00
Wetlands	0.00
Uplands	0.28
Existing structures on site:	No structures on site
Clean up of hazardous substances required (yes/no):	No

Incidentals

Standard Incidentals

Cultural resources(Acq)

Demolition

Buildings / structures to be demolished:	Creosote bulkhead.
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Fencing (Acq)

Number of miles of fencing to be built :	0.10
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Noxious weed control

Acres treated for noxious weeds by method:	
Mechanical	0.30

Signs(Acq)

Number of permanent signs that identify site and funding partners:	1
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Survey(Acq)

Acres to be surveyed:	0.28
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Administrative Costs (Acq)

Administrative costs (Acq)

Property: Eddon Boat Park -3809 (Worksite #1, Eddon Boat Waterfront Park-Expansion)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):	
Lake	0.00
Riparian	0.00
Tidelands	0.00
Wetlands	0.00
Uplands	0.35
Existing structures on site:	No structures on site
Clean up of hazardous substances required (yes/no):	No

Eligible Scope Activities

Incidentals

Standard Incidentals

Cultural resources(Acq)

Demolition

Buildings / structures to be demolished:

Creosote Bulkhead.

Fencing (Acq)

Number of miles of fencing to be built :

0.10

Noxious weed control

Acres treated for noxious weeds by method:

Mechanical

0.35

Signs(Acq)

Number of permanent signs that identify site and funding partners:

1

Survey(Acq)

Acres to be surveyed:

0.35

Administrative Costs (Acq)

Administrative costs (Acq)

Milestone Report By Project

Project Number: 12-1507 A
Project Name: Eddon Boat Waterfront Park - Expansion
Sponsor: Gig Harbor City of
Project Manager: Karl Jacobs

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/01/2013	
X	!	Cultural Resources Complete	07/01/2013	RCO has completed cultural resources consultation with Native American tribes and the Department of Archaeology and Historic Preservation. No further cultural resource investigation is required. DAHP Log No: 061013-03-RCFB.
	!	Progress Report Submitted	04/30/2014	
		Order Appraisal(s)	05/31/2014	
	!	Annual Project Billing	07/31/2014	
	!	Order Appraisal Review(s)	08/01/2014	
	!	Purchase Agreement Signed	08/31/2014	
		Survey Complete	08/31/2014	
	!	Progress Report Submitted	09/30/2014	
	!	Acquisition Closing	10/31/2014	
		Recorded Acq Documents to RCO	11/30/2014	
		Demolition Complete	02/28/2015	
		Noxious Weed Control Complete	02/28/2015	
		Fencing Complete	02/28/2015	
		Funding Acknowl Sign Posted	03/31/2015	
		Final Billing to RCO	04/30/2015	
		Final Report in PRISM	05/31/2015	
	!	Agreement End Date	06/30/2015	

X = Milestone Complete

! = Critical Milestone



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

Subject: Marijuana Related Uses – GHMC 17.63

Proposed Council Action: Move to adopt Ordinance No 1271 formally designating applicable zones appropriate for Marijuana Related Uses.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, Senior Planner

For Agenda of: September 23, 2013

Exhibit:

- Ordinance
- Planning Commission Findings

Initial &
Date

Concurred by Mayor: CLH 9/18/13

Approved by City Administrator: R 9/17/13

Approved as to form by City Atty: email 9/17/13

Approved by Finance Director: N/A

Approved by Department Head: JK 9/17/13

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.

Since 9/9/13 Public Hearing: 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 public notice issued by the Liquor Control Board on September 13th, 2013.

Staff has amended the map to reflect the change in measurement required by the state. The amended map will be made available at the Council meeting.

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

Move to adopt Ordinance No 127L formally designating applicable zones appropriate for Marijuana Related Uses.

ORDINANCE NO. 1271

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 in the manner set forth in WAC 314-55-050(10), 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 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 23rd 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

FILED WITH THE CITY CLERK: 09/04/13
PASSED BY THE CITY COUNCIL: 09/23/13
PUBLISHED: 09/25/13
EFFECTIVE DATE: 09/30/13
ORDINANCE NO: 1271



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.

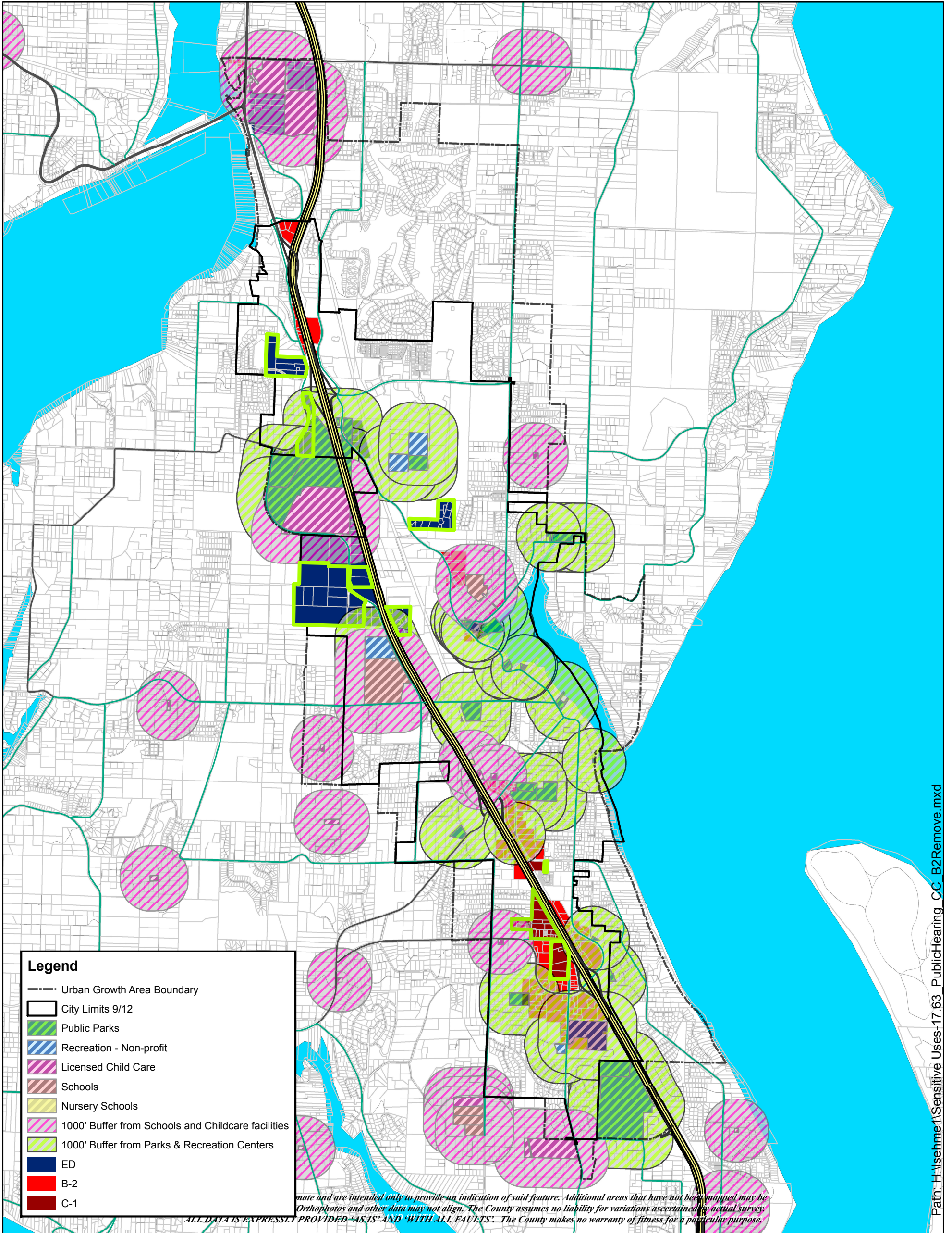
2. As advised from the City Attorney, the Planning Commission believes it is prudent to set permanent zoning regulations for marijuana related uses prior to the State Liquor Control Board issuing licenses.
3. The Planning Commission finds that the intent of Initiative 502 is not being met in the definitions 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

Marijuana Related Uses Proposed Zones and Sensitive Uses



Printed on September 17, 2013

MARIJUANA RELATED USES

SENSITIVE USES AND PROXIMITY TO PROPOSED ZONES

Disclaimer: This map may change due to changes in land use. At no point does this map represent accurate survey quality for legal purposes. For discussion purposes only.



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

<p>Subject: Resolution No. 937 - 2015 GMA Periodic Review & Commerce Grant Acceptance</p> <p>Proposed Council Action: Move to adopt Resolution No 937 authorizing the Mayor to execute grant contract with Commerce relating to the state mandated 2015 review and update.</p>	<p>Dept. Origin: Planning Department</p> <p>Prepared by: Lindsey Sehmel, Senior Planner</p> <p>For Agenda of: September 23, 2013</p> <p>Exhibit:</p> <ul style="list-style-type: none"> • Resolution • Grant Application <p style="text-align: right;">Initial & Date</p> <p>Concurred by Mayor: <u>CA 9/18/13</u></p> <p>Approved by City Administrator: <u>R 9/18/13</u></p> <p>Approved as to form by City Atty: <u>email 9/18/13</u></p> <p>Approved by Finance Director: _____</p> <p>Approved by Department Head: <u>JK 9/18/13</u></p>
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Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION/BACKGROUND

The City of Gig Harbor was notified on July 25th of an award of \$18,000 over the next two state fiscal years (\$9000 each year) from the Washington State Department of Commerce for the state mandated 2015 Comprehensive Plan periodic review. This resolution authorizes the Mayor to execute the grant with Commerce and outlines the general scope and timeline for the update.

In addition, the resolution incorporates any privately initiated 2014 annual amendments with the 2015 required periodic review.

STAFF ANALYSIS

Staff recommends passage of the resolution, allowing execution of the grant by the Mayor.

BOARD OR COMMITTEE RECOMMENDATION

Staff will provide the Planning and Building Committee of the Council and Planning Commission a review of the public participation plan and outline of the process for the 2015 review and update at their next meetings. It is anticipated that, after execution of the grant acceptance, Planning Commission will be intensively working on the review and

update of the comprehensive plan throughout 2014.

RECOMMENDATION/MOTION

Move to adopt Resolution No 937 authorizing the Mayor to execute grant contract with Commerce relating to the state mandated 2015 review and update.

RESOLUTION NO. 937

A RESOLUTION ESTABLISHING A WORK PROGRAM FOR THE PROCESSING OF INDIVIDUAL COMPREHENSIVE PLAN AMENDMENTS IN 2014 AND AUTHORIZING THE MAYOR TO EXECUTE AN \$18,000 TWO YEAR CYCLE GRANT FROM WASHINGTON STATE DEPARTMENT OF COMMERCE

WHEREAS, the City of Gig Harbor is required to take action to review, and if needed, revise the comprehensive plans and development regulations to ensure the plan and regulations comply with the requirements of the Growth Management Act (GMA) on or before June 30, 2015 (RCW 36.70A.130(5)(a)); and

WHEREAS, the City anticipated this requirements and is including an objective in the 2014 Annual Budget for the update of the Comprehensive Plan; and

WHEREAS, the proposed citizen/staff initiated amendments submitted for the 2014 annual review will be docketed and considered during the 2015 periodic review process; and

WHEREAS, on July 25, 2013 the City was informed that due to population size, the Washington State Department of Commerce (Commerce) has awarded a total of eighteen thousand dollars (\$18,000) over the next two state fiscal year cycles; and

WHEREAS, in order to ensure acceptance of the grant, the review and update of the Comprehensive Plan shall be completed in a timely fashion consistent with State law; and

WHEREAS, it is necessary to establish a timeline and work program through the application process with Commerce which is required to be submitted by September 30, 2013; and

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

Section 1. Planning Commission Work Program. The City Planning Commission is directed to review and update the Comprehensive Plan and development regulations consistent with State law, as outlined in the attached Commerce Grant Application (Exhibit A).

Section 2. Docketing of 2014 Amendment Applications: The City Planning Department is directed to docket all comprehensive plan amendment applications received by the October 31, 2013 deadline for the 2014 cycle with the 2015 periodic review update. Both the 2014 cycle applications and 2015 GMA periodic review will be processed together by the June 30, 2015 deadline.

Section 3. Authorize the Mayor to execute the grant contract with Commerce. The Mayor is authorized to sign and execute the grant as outlined by Commerce.

PASSED by the City Council this ____ day of _____, 2013.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk:
Passed by City Council:
Resolution No. ____



Department of Commerce

Innovation is in our nature.

Growth Management Act Update Grants 2013-2015

Application Form Overview and Instructions



Application Deadline
September 30, 2013

Local Government & Infrastructure Division
Growth Management Services

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Growth Management Services GMA Update Grants 2013-2015

Grant Application Overview and Instructions

Part I: OVERVIEW OF THE UPDATE GRANT

This information is for local governments applying for a Growth Management Services grant to assist with meeting the requirements of [RCW 36.70A.130\(5\)](#), with the deadline to review and revise comprehensive plans and development regulations by June 30, 2015 and June 30, 2016. The legislature has directed the Department of Commerce (Commerce) to administer GMA grant funds so that smaller cities and counties receive proportionally more assistance. Therefore, due to limited grant funds appropriated for the 2013-15 Biennium, update grants are available for cities with populations under 10,000 and counties with populations under 100,000. (OFM 2010 Census data)

Jurisdictions with an update deadline of June 30, 2015:

Eligible small population jurisdictions with statutory update deadlines of June 30, 2015 will receive all their reserved funds in this biennium to assist in completing their update work. Grant funds will be contracted immediately, and the grant will cover state FY14 and FY15, ending on June 30, 2015. A two-year grant contract will be prepared.

Jurisdictions with an update deadline of June 30, 2016:

Eligible small population jurisdictions with statutory update deadline of June 30, 2016 will receive grant funds for one year, beginning in FY15 (July 1, 2014) and running through the end of FY15 (June 30, 2015). A one-year contract in FY15 will be executed. This represents the first half of their planned grant funding, available in the 2013-15 Biennium, with the remainder to be made available in the next biennium (after July 1, 2015) if adequate funding is provided in the 2015-2017 state budget. Commerce will contact these jurisdictions beginning approximately July 1, 2014, with further information.

Grant materials may also be downloaded from Growth Management Service's web site at <http://www.commerce.wa.gov/Services/localgovernment/GrowthManagement/Pages/Grants.aspx>

If you have any general questions regarding this grant program, please contact Ike Nwankwo at (360) 725-3056 or ike.nwankwo@commerce.wa.gov.

- When are grant applications due to Commerce?** Applications for 2015 jurisdictions are due to Commerce as soon as possible, and we would like to receive all applications by September 30, 2013. Applications will be processed as soon as they are received in our office. You will be able to begin work eligible for reimbursement as soon as the agreement has been executed (signed by both parties.)
- What activities may be funded by this grant?** This grant can be used to cover most activities related to the review and update of the comprehensive plan and development regulations per the requirements of RCW 36.70A.130. Examples of eligible expenditures include, but are not limited to, staff time, consultant contracts, costs of providing public notice, printing, and copying. Eligible costs must be incurred during the grant period.
- Any work performed prior to execution of this agreement will not be paid for with Commerce update funds. This grant may not be used to make capital purchases or to repay debt.
- Who is eligible for this grant?** In the 2013-15 operating budget, the legislature required that smaller cities and counties receive proportionally more GMA grant assistance than larger cities and counties. See list of eligible jurisdictions, including cities and towns under 10,000 population and counties under 100,000, at the following link: [Commerce webpage](#).
- If any of these local governments have completed their updates and have taken legislative action to comply with RCW 36.70A.130 prior to July 1, 2013, they may apply for these funds and use them for implementation of approved projects outlined in their newly updated comprehensive plans.
- What is the grant amount?** Your jurisdiction's grant amount is reserved and listed in the letter sent to your jurisdiction in July 2013. The amount was determined for cities and counties based on the population size of the jurisdiction, for cities under 10,000 population and counties under 100,000 population; Jurisdictions with a June 30, 2015 update deadline will receive half of their grant in FY14 and the other half in FY15.
- Jurisdictions with a June 30, 2016 update deadline will receive the first half of grant funds in FY15 and the balance in the next biennium (after July 1, 2014) if adequate funding is provided in the 2015-2017 state budget.

How will grant funds be disbursed?	Grantees will be reimbursed based on performance under the grant contract and completion of the actions and deliverables outlined in the scope of work. Invoices will be provided by Commerce for the grantee to sign and submit for reimbursement. Periodic status reports and deliverables will be established, and these will be the bases for Commerce to review and monitor progress, and approve grant payment or partial payment. Due to state law, all state funds that are disbursed under this grant need to be spent on eligible activities by the end of the state fiscal year in which they were issued.
What is the time frame for completion of this grant?	The time frame for update grants should reflect statutory deadlines established in RCW 36.70A.130(5). Grant work on comprehensive plan and development regulations must be completed by June 30, 2015 or June 30, 2016, depending on the assigned deadline.
What is needed to apply?	Two items are needed to apply: (1) A completed grant application; and (2) A letter of support from the mayor (for cities and towns); or the county executive or the chair of the board of county commissioners (for counties), supporting the work to be done as funded by this grant.
Is an electronic version of the grant application available?	Grant materials, including this application are available to be downloaded at http://www.commerce.wa.gov/Services/localgovernment/GrowthManagement/Pages/Grants.aspx
How should grant applications be submitted to Commerce?	Applications may be delivered to Commerce via email or U.S. mail. Please only send one copy. Electronic versions may be sent to gmsgrants@commerce.wa.gov . Hardcopy versions may be mailed to: Washington State Department of Commerce Growth Management Services Attn: Grants Team Post Office Box 42525 Olympia, WA 98504-2525

**When will
Commerce
send the grant
contract?**

Commerce will award these grants as soon as possible after receiving a completed application. We will communicate with the jurisdictions and send a final draft contract to the jurisdiction by Email for signature. It is our intent to send contracts to all applicants as soon as possible.

Commerce reserves the right to request modifications to the proposals prior to awarding the grant. If Commerce and the local government cannot come to agreement on the grant contract, the reserved amount may be rescinded.

Part III: APPLICATION

This form is used to apply for a GMA Update Grant from Commerce. Be sure to answer each question clearly and with sufficient detail.

Information on how to address the questions can be found above in Part II (Application Instructions) of this *Update Grant Application Manual*. For additional information or questions, please contact the GMA Update Grant Coordinator at (360) 725-3048.

You may choose to return the entire application or just this Part III portion when completed. However, be certain that you fully complete and submit Part III Application (pgs. 11-14).

Two items required to be submitted with your application are:

- (1) A completed grant application (Part III Application);
- and (2) A letter of support from the mayor (for cities and towns); or the county executive or the chair of the board of county commissioners (for counties), supporting the work to be done as funded by this grant.

Section 1: Proposal Request

Please give a brief description of your grant proposal. (50 words or less)

Review and update data relating to current land use, housing, environmental and infrastructure needs. This grant will provide funding for extensive public outreach efforts and a student intern with a focus on community planning to help update text, tables, charts, and level of service standards found within the Comprehensive Plan.

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Section 2: Jurisdiction Information

Applying Jurisdiction	City of Gig Harbor
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Joint Applicants	
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Project Manager			
Name	Lindsey Sehmel		
Title	Senior Planner		
Department	Planning		
Mailing Address	3510 Grandview Street		
City	Gig Harbor		
State	WA	Zip Code	98335
Telephone Number	253/853-7615		
Fax Number	253/853-6408		
Email	SEHMELL@cityofgigharbor.net		
Do you wish to receive information and materials via email?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Financial Contact <i>(If different than Project Manager)</i>			
Name	Janis Gibbard		
Title	Finance Technician		
Department	Finance		
Mailing Address	3510 Grandview Street		
City	Gig Harbor		
State	WA	Zip Code	98335
Telephone Number	253/853-7696		
Fax Number			
Email	GIBBARDJ@cityofgigharbor.net		

Federal Tax Identification Number	91-6001435
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Statewide Vendor (SWV) Number	SWV0000349-00
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Section 3: Eligibility Requirements

3.1 Does your jurisdiction(s) have an adopted comprehensive plan, critical areas ordinance and/or, where applicable, a natural resources lands ordinance?

YES NO

3.2 Has your jurisdiction(s) adopted other necessary development regulations under the GMA, including ordinances for subdivision of land, controls on the location and intensity of development (i.e., zoning code) and critical areas?

YES NO

Section 4: Statement of Work

This section provides information about the project, its proposed schedule and the final product it will generate. The applicant must prepare the following “Statement of Work”, which will be examined in detail during the grant review process. It will become part of a contract if the grant is awarded.

Applicants are not limited to the number of lines represented on the grant application form. Additional lines will most likely be necessary.

Goals/ Actions/ Deliverables	Description	Start Date	End Date
Goal 1.0	Review relevant plans and regulations to determine if there are any sections that need revision.		
Action 1.1	Review the comprehensive plan using the Commerce periodic update checklist	10/15/13	3/31/14
Action 1.2	Review the development regulations, including the critical areas regulations using the Commerce periodic update checklist.	10/15/13	3/31/14
Action 1.3	Review the comprehensive plan for consistency with PSRC Vision 2040	10/15/13	3/31/14
Action 1.4	Review the comprehensive plan for consistency with Countywide planning policies (CPP’s)	10/15/13	3/31/14

Deliverable 1.1	Completed Commerce periodic update checklists for comprehensive plan and development regulations.	12/15/13	3/31/14
Deliverable 1.2	Outline updates required to the comprehensive plan for consistency with PSRC Vision 2040	3/15/14	3/31/14
Deliverable 1.3	Outline updates required to the comprehensive plan for consistency with Countywide planning policies (CPP's)	10/15/13	3/31/14
Deliverable 1.4	Distribute information and process of update to the public via open house & website updates and public information sessions.	10/15/13	6/30/14
Performance Measure 1.0	Grantee has completed the actions required to complete the review of relevant plans and regulations.		6/30/14
Goal 2.0	<i>Housing & Land Use Elements-</i>		
Action 2.1	Gather relevant data and review existing element for compliance with GMA	10/15/13	06/30/14
Action 2.2	Analyze collected data and review of land use element to generate amendments to the comprehensive plan	12/15/13	06/30/14
Action 2.3	Present recommended amendments to planning commission	02/15/14	09/30/14
Action 2.4	Prepare notices, distribute information and conduct public hearings	05/15/14	10/30/14
Action 2.5	Make changes to amendment package per planning commission recommendations	10/15/14	12/30/14
Deliverable 2.1	Final draft comprehensive plan amendments for Land Use & Housing Elements		03/30/15
Performance Measure 2.0	Grantee has completed actions to update the comprehensive plan Land Use & Housing element		06/30/15
Goal 3.0	<i>Transportation Element</i>		
Action 3.1	Complete a transportation capacity availability report and traffic model	01/1/14	12/30/14
Action 3.2	Update LOS standards	01/1/14	12/30/14
Action 3.3	Present recommended amendments to planning commission	02/15/14	09/30/14

Action 3.4	Prepare notices, distribute information and conduct public hearings	05/15/14	10/30/14
Action 3.5	Make changes to amendment package per planning commission recommendations	10/15/14	12/30/14
Deliverable 3.1	Final draft comprehensive plan amendments for Transportation Element		03/30/15
Performance Measure 3.0	Grantee has completed actions to update the comprehensive plan Transportation element		06/30/15
Goal 4.0	<i>Environment -</i>		
Action 4.1	Gather relevant data and review existing element for compliance with GMA	10/15/13	06/30/14
Action 4.2	Analyze collected data and review of element to generate amendments to the comprehensive plan	12/15/13	06/30/14
Action 4.3	Present recommended amendments to planning commission	02/15/14	09/30/14
Action 4.4	Prepare notices, distribute information and conduct public hearings	05/15/14	10/30/14
Action 4.5	Make changes to amendment package per planning commission recommendations	10/15/14	12/30/14
Deliverable 4.1	Final draft comprehensive plan amendments for element.		03/30/15
Performance Measure 4.0	Grantee has completed actions to update the comprehensive plan Environment element		06/30/15
Goal 5.0	<i>Capital Facilities Element</i>		
Action 5.1	Gather relevant data and review existing element for compliance with GMA	10/15/13	06/30/14
Action 5.2	Analyze collected data and review of land use element to generate amendments to the comprehensive plan	12/15/13	06/30/14
Action 5.3	Present recommended amendments to planning commission	02/15/14	09/30/14
Action 5.4	Prepare notices, distribute information and conduct public hearings	05/15/14	10/30/14
Action 5.5	Make changes to amendment package per planning commission recommendations	10/15/14	12/30/14
Deliverable 5.1	Final draft comprehensive plan amendments		03/30/15

Performance Measure 2.0	Grantee has completed actions to update the comprehensive plan Capital Facilities Element		06/30/15
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Section 5: Financial Information/Proposed Budget

This section provides information about the project's cost, other funding sources, and the resources that would be committed by your jurisdiction.

Table 1	SFY2014* (7/1/2013 to 6/30/2014)	SFY2015 (7/1/2014 to 6/30/2015)
Expenses		
-- Salaries and Benefits	\$12,000 ¹	\$5,000
-- Goods and Supplies		
Public Outreach – Mailings, printings, webpage development, noticing	\$4,000	\$4,000
-- Professional Services		
Transportation Capacity Report & Traffic Model	\$75,000 ²	
Demographic forecast allocation model for wastewater/water/storm (DFAM)	\$45,000 ²	
General Facilities and Rates Analysis	\$45,000 ²	
-- Other Goods and Services		
Hiring of Intern		
Total Expenses**	\$181,000	\$9,000

1 = Partial Amount of \$5,000 is assumed as grant. Remainder of \$7,000 is proposed in the 2014 GH Budget, which will run from 1/1/14 to 12/31/14

2 = Full amount proposed in 2014 GH Budget, which is applicable from 1/1/14 to 12/31/14.

Table 2	SFY2014 (7/1/2013 to 6/30/2014)	SFY2015 (7/1/2014 to 6/30/2015)
Revenues		
-- Department of Commerce Grant Funds	\$9000	\$9000

-- City Funds Budgeted (1/1/14-12/31/14)	\$172,000	Total shown in SFY2014 column.
Total Revenues**	\$181,000	\$9,000

* The State Fiscal Year (SFY) is July 1 to June 30, and this may differ from the jurisdiction's fiscal year.

** Estimated Expenses must match the Total Revenue, or estimated sources of funds, for each fiscal year. For example, under the SFY2014 column, the "Total Expenses" field in Table 1 must equal the "Total Revenues" field in Table 2.



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

Subject: Staff Report – Land Use Permit Extensions

Proposed Council Action: Consider request and, if desired, direct staff to prepare an ordinance for a one or two year extension of permits previously granted extensions.

Dept. Origin: Planning

Prepared by: Jennifer Kester, Planning Director *JK*

For Agenda of: September 23, 2013

Exhibit: Ordinance 1225, Letters of request

	Initial & Date
Concurred by Mayor:	<i>CLH 9/18/13</i>
Approved by City Administrator:	<i>D 9/18/13</i>
Approved as to form by City Atty:	<i>email 9/17/13</i>
Approved by Finance Director:	<i>N/A</i>
Approved by Department Head:	<i>JK 9/10/13</i>

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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On August 10, 2009, the City Council passed Ordinance 1167 which allowed for the extension of land use permit expirations for two years. Land use permits that would have ordinarily expired in 2009 and 2010 were extended until November 2011. On October 24, 2011, the City Council passed Ordinance 1225 which allowed for the extension of land use permit expirations for two years to November 30, 2013. Six land use permits that were approved between 2006 and 2009, have been granted extensions of their permit expiration to this date.

Earlier this month, the planning staff and Council members on the Planning and Building Committee were approached by a property owner who received extensions under both ordinances for a permit that would have expired in 2010. The owner requested the City Council consider another extension for up to two years. (See enclosed letters)

The Council should consider the request and determine if another permit extension is desired. Due to an improved economy in Gig Harbor and an increase in permit activity, staff recommends that only those permits that previously were granted extensions under Ord 1225 be provided the ability to extend. The Council should consider whether a one or two-year extension is warranted. All of the subject projects are vested to the previous stormwater manual and most are vested to previous critical area standards.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Consider request and, if desired, direct staff to prepare an ordinance for a one or two year extension of permits previously granted extensions.

ORDINANCE NO. 1225

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT PERMIT EXTENSIONS; AUTHORIZING THE PLANNING DIRECTOR TO GRANT A TEMPORARY EXTENSION OF THE EXPIRATION OF CERTAIN DEVELOPMENT RELATED APPROVALS AND PERMITS IN RESPONSE TO THE LOCAL, REGIONAL AND NATIONAL ECONOMIC RECESSION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the severe downturn in the local, regional, and national housing and commercial markets, reduced demand for new housing, tightening credit market, and difficulty obtaining the financing for development projects have resulted in a situation where developers are unable to finalize development projects in a timely manner; and

WHEREAS, in order to prevent the expiration of development approvals during the economic downturn, extensions of the expiration dates of certain development related approvals are needed; and

WHEREAS, the expiration of a development approval can have significant financial impacts to a developer and also adversely affects the financial institutions and other investors which have provided financing in support of a development proposal; and

WHEREAS, construction related activity is a significant tax generator and provides much needed revenue to local governments to finance public safety and other needed public services; and

WHEREAS, the Gig Harbor Municipal code allows for the extension of the expiration date of development related approvals and permits, but such existing extensions will likely be insufficient to accommodate the length and scope of the economic recession; and

WHEREAS, maintaining the viability of development approvals will also help to ensure that the development industry is in a position to respond more quickly once favorable economic conditions return; and

WHEREAS, the Gig Harbor City Council finds that it is in the best interest of citizens of Gig Harbor and the local economy to temporarily grant extensions of the expiration dates for certain development related approvals and permits; and

WHEREAS, the in 2009 the City passed Ordinance 1167 which granted extensions of the expiration dates for certain development related approvals and permits until November 30, 2011 and due to the continued economic downturn the Gig Harbor City Council finds that an additional two years is warranted for the reasons set forth in this ordinance; and

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

WHEREAS, pursuant to RCW 36.70A.106, the City forwarded a copy of this Ordinance to the Washington State Department of Commerce on September 28, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on October 10, 2011; and

WHEREAS, on October 24, 2011, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Findings. The Gig Harbor City Council makes the following findings:

A. That the severe housing and commercial market downturn coupled with the tightening of credit markets has significantly impacted the construction industry and poses a threat to the local economy and the general public health, safety and welfare due to reductions in construction-related taxes and revenues and loss of construction related jobs; and

B. That these conditions require actions to be taken to allow for the extension of certain existing development related approvals that would likely expire due to the economic downturn; and

C. That such action will benefit the local economy by helping to protect the construction industry from the significant financial losses associated with expired development approvals and permits, including the loss of real estate entitlements, and will better enable the local construction industry to recover as the economy improves.

Section 2. Temporary Extensions.

A. Authority. Based on the above findings, the City Council hereby authorizes the Planning Director to extend the expiration date of the below-identified development related approvals and permits to November 30, 2013.

1. Binding site plans approved under chapter 16.11 GHMC.
2. Conditional use permits approved under chapter 17.64 GHMC.
3. Variances approved under chapter 17.66 GHMC.
4. Performance-based height exceptions approved under chapter 17.67 GHMC.
5. Nonconforming use and structure review approved under chapter 17.68 GHMC.
6. Planned unit developments approved under chapter 17.90 GHMC.
7. Site plans approved under chapter 17.96 GHMC.
8. Design review approved under chapter 17.98 GHMC.
9. Reasonable use exceptions approved under chapter 18.08 GHMC.
10. Alternative landscape plan approved under Chapter 17.78 GHMC.

B. Request for Extension of Development Related Approvals and Permits. A holder of the above-identified development related permits or approvals may submit a written request to the Gig Harbor Planning Director for an extension of the holder's approval or permit no later than five business days prior to expiration of the subject development related approval or permit. Holders of the above-identified development related permit approvals which received an extension under Ordinance 1167 may request a second extension using the procedures contained in this ordinance. The time period during which a holder of a development related approval or permit may apply for a temporary extension shall sunset on December 31, 2011; provided, however, that any temporary extension granted pursuant to this Ordinance prior to the sunset date shall remain in effect for the duration of the extension.

C. Final Decision. Decisions of the Planning Director made pursuant to the provisions of this Ordinance shall be final and not subject to appeal to the Hearing Examiner.


Section 3. No Codification. The provisions of this Ordinance are temporary in nature and shall not be codified.

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. To the extent the provisions of this Ordinance are found to be inconsistent with other provisions of the Gig Harbor Municipal Code, this Ordinance is deemed to control.

Section 5. 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

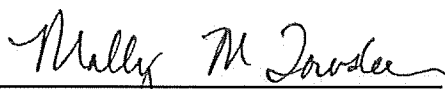
PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 24th day of October, 2011.

CITY OF GIG HARBOR



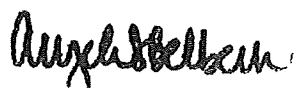
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela S. Belbeck

FILED WITH THE CITY CLERK: 10/05/11
PASSED BY THE CITY COUNCIL: 10/24/11
PUBLISHED: 11/02/11
EFFECTIVE DATE: 11/07/11
ORDINANCE NO: 1225

September 3, 2013

City of Gig Harbor City Council

Ms. Jill Guernsey; Mr. Mike Perrow; Mr. Paul Kadzik

Copy to: Ms. Jennifer Kester

RE: Harbor Reach Storage LLC , a storage facility proposed for 9202 Bujacich Road NW
PL-SPR-06-0009/PL-CUP-06-0007/PL-DRB-06-0022/PL-VAR-06-0001

Dear Councilwoman and Councilmen;

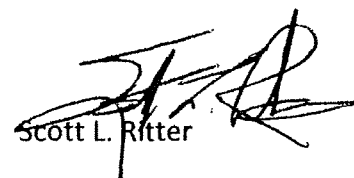
In 2006, when we began this development, much discovery and a lot of work went in to the original application, design and eventual approval. However, market conditions have just not yet gotten to the place to be able to make this project a reality. We believe this parcel continues to be a great site and we are still hopeful to make this a viable project but we have had to accommodate slow market conditions, which we are all aware of.

In December, 2011 the City Council approved a two year extension of various land use permits, including ours, because the market had taken such a toll on many projects in the works. That extension was granted until November, 2013. (Attached is a copy of that extension.)

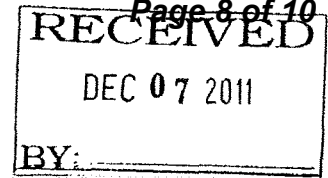
We want to thank you as we appreciate the extension we received for the above-named project.

There is still interest in the project, but while we wait for the market to recover, we respectfully request an additional two year extension for the development of the Harbor Reach Storage property, through November 30, 2015.

Thank you again for your consideration and we look forward to hearing from you.


Scott L. Ritter

Manager, Harbor Reach Storage, LLC



COMMUNITY DEVELOPMENT DEPARTMENT

December 5, 2011

Mr. Scott L. Ritter
Harbor Reach Storage LLC
2840 Crites St SW Ste 104
Tumwater WA 98512-6117

RE: Permit Extension Request – Harbor Reach Storage - PL-SPR-06-0009/
PL-CUP-06-0007/PL-DRB-06-0022/PL-VAR-06-0001

Mr. Ritter:

The purpose of this letter is to approve your request for a 2-year extension of the above referenced permits. The approval is appropriate given that Ordinance 1225 which was passed by the Gig Harbor City Council on October 24, 2011 specifically allows for a 2 year extension. Your permit will now expire on November 30, 2013. If you have any questions, please contact me at 253-853-7615.

A handwritten signature in black ink that reads "Tom Dolan". The signature is written in a cursive, flowing style.

Tom Dolan
Planning Director

September 12, 2013

Ms. Jill Guernsey

City of Gig Harbor

RE: Harbor Reach Storage LLC , a storage facility proposed for 9202 Bujacich Road NW PL-SPR-06-0009/PL-CUP-06-0007/PL-DRB-06-0022/PL-VAR-06-0001

Dear Ms. Guernsey,

This letter is in response to your e mail of September 12, 2013 requesting additional information beyond the letter of September 3, 2013, as to why we need an extension for the above referenced project. In a nutshell, it has everything to do with the demise of the market over the past several years, and waiting for the market to rebound, which it is now starting to do.

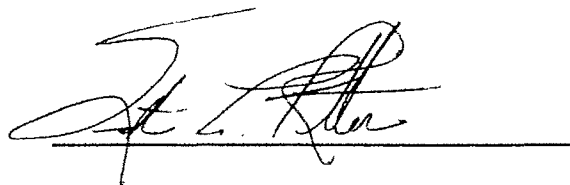
We purchased the above property in 2005 and spent nearly 3 years researching and working on the various possibilities for this storage facility. We worked with Carl Halsan, Halsan Frey Planners; Brandon Smith, PacWest Engineering; the architectural firm of BT Designs and Engineering for the building designs; Main Street Design Landscape Architect; plus many meetings with the City. We were finally able to get the project before the Hearing Examiner in 2008. Carl Halsan provided testimony and exhibits (design review, landscaping, engineering, etc) at the meeting with Cliff Johnson, Associate Planner who represented your Community Development Department. Our application was for site plan and design review, a conditional use permit and a parking variance. After all information was presented and considered, the City of Gig Harbor Hearing Examiner gave us a Decision in November of 2008 which allowed for the use requested and the ability to move forward with our project. We have devoted a tremendous amount of our time, energy and well over One Million dollars acquiring the property and working through the approval process. We have paid for the application, the engineers, the wetland studies, the drafting of the plans

and specifications; we attended the required meetings and continued to move forward after the decision was rendered. In 2009 we had a solid buyer, but the real estate market imploded on all of us and the purchaser could not obtain the funding to build; no one could find a financial institution to loan for construction of any kind. Then we made the decision to proceed to build the project ourselves, went to many lending institutions to obtain financing; still, no lender would provide construction funds.

We have worked steadily on this project and as the time drew near for the permit to expire, we discussed the situation with Carl, and also Tom Dolan. They indicated the city had decided to extend all approvals for our type of projects as so many developments were in the same predicament. So we requested and we were granted a two year extension, with the expectation that the extension would give the economy time to "turn around"; that has not happened. All we are asking for is an additional two year extension as the economy continues to rebound. We do not feel there is a downside granting an extension as the decision was already made and the project approved. But we cannot control the ebbs and flows of the economy, and especially over these past four years; it has been unprecedented. The extension allows us time needed to develop the property.

We respectfully request that the City of Gig Harbor grant us an additional two year extension to bring this project to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read "S. L. Ritter", is written over a solid horizontal line.

Scott L Ritter

Harbor Reach Storage

Manager