

Gig Harbor City Council Meeting

June 9, 2014

5:30 p.m.



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, June 9, 2014 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 27, 2014.
2. Receive and File: a) LTAC Minutes Apr. 3, 2014; b) Council Worksession Minutes May, 27, 2014;
3. Second Reading of Ordinance No. 1294 - City Participation in State LOCAL Borrowing Program.
4. Lift Station No. 8 Paving – Small Public Works Contract.
5. Wilkinson Farm Barn Design – Consultant Services Contract.
6. Skansie House Lease Agreement – Harbor Wildwatch.
7. Biosolids Contract.
8. Approval of Payment of Bills Jun 9, 2014: Checks #75581 through #75668 in the amount of \$849,879.76.
9. Approval of Payroll for the month of April: Checks #7269 through #7310 and direct deposits in the amount of \$575,853.16.

OLD BUSINESS:

1. Public Hearing on Ordinance No. 1290 - Moratorium on Marijuana Related Uses – GHMC 17.63.

NEW BUSINESS:

1. Public Hearing and Resolution No. 965 - Support of Peninsula School District Special Election Proposition No. 1 – General Obligation Bond.
2. Public Hearing and Resolution No. 966 – Support of Peninsula School District Special Election Proposition No. 2 – Capital Projects & Technology Levy.
3. Public Hearing and First Reading of Ordinance – Interim Food Trucks.
4. First Reading of Ordinance – Repealing Chapter 9.38 Drug Paraphernalia.
5. First Reading of Ordinance – Increasing Parks Commission Membership.
6. Public Hearing and First Reading of Ordinance – Adoption of Harbor Element.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Boards and Candidate Review: Mon. Jun 16th at 4:30 p.m.
2. Finance / Safety Committee: Wed. Jun 18th at 4:00 p.m.
3. Public Works Committee: Thu. Jun 19th at 3:00 p.m.
4. Chief Mike Davis Retirement Reception: Mon. Jun 23rd at 4:00 p.m.

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.10.110(1)(i)

ADJOURN TO WORKSESSION: Location of Lift Station No. 4B.

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – May 27, 2014

PRESENT: Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne, Kadzik and Mayor Guernsey.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 12, 2014.
2. Receive and File: IGA Minutes May 12, 2014.
3. Liquor License Action: a) Change of Corporate Officers – Shell Food Mart.
4. Resolution No. 964 – Amending the Public Works Committee and the Gig Harbor Arts Commission Meeting Dates and Times.
5. Tourism Promotional Video Production Contract.
6. Cushman Trail Project Phase 3 & 4 - WSDOT Local Agency Standard Consultant Agreement Supplement No. 2.
7. Approval of Payment of Bills May 27, 2014: Checks #75473 through #75580 in the amount of \$414,265.41.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Lovrovich - unanimously approved.

PRESENTATIONS:

1. PenMet Parks. Executive Director Terry Lee provided a brief history of the formation of the Peninsula Metropolitan Parks District in 2004. Nine years later, they possess 22 park properties with over 700 acres, and 36 million in assessed value. He talked about current projects including a second off-leash dog park, the taking over of the indoor soccer facility at the Gig Harbor Athletic Club, the Farmers' Market at the Peninsula Garden Property, and a master plan for a Family Park near the entrance to Fox Island. Mr. Lee said there are 26 goals that he plans to present to the Board of Directors.

When asked about community support, Mr. Lee talked described their PEG Grant program that budgets \$65,000 per year for community projects. He said that future activities that he would like to partner with the city is the extension of the Cushman Trail, Harbor Hill Park, and a possible Performing Arts Center. He stressed that parks and recreation programs know no boundaries, and he is an advocate for projects Peninsula-wide. He said that he is open to any ideas. He was asked to share information about plans for an indoor tennis facility, Mr. Lee responded that there is a large faction of citizens that thinks this should move forward, and PenMet Parks is working on a possible location for this use, along with an indoor soccer facility.

The Mayor and Council voiced appreciation for the partnership opportunities, the spirit of cooperation, and the commitment of PenMet employees such as Eric Gunther.

2. Gig Harbor Model Project Presentation. Mayor Guernsey introduced Rick Gagliano and Darrin Filand, members of the Design Review Board.

Rick Gagliano explained that this project started at the beginning of the revitalization and visioning effort as a tool to help make decisions. They engaged high school students to get the project off the ground and to teach them architecture. He said there is concern of how the revitalization effort will mesh with preservation of the history of the harbor, and explained that a building becomes historic not just because of its age or style, but because it represents the era it was built, and the prosperity and attitudes of those who built it. He added that they feel it's our time to do the same, and a lot of what will happen in the harbor over the next 10 years or so is infill and renovation; existing buildings will still be here if they have the potential to adapt. The Planning Commission will be reviewing regulations for the Harbor Vision policy, and the model will be a useful tool to look at the relationship and comparison of zones and sections of the city. Buildings are still missing from the model, and so Peninsula School District architectural drafting classes are going to make this part of their curriculum over the next five semesters. They have identified 150 buildings in the historic district that will be drafted by the students and formed on a 3-D printer. At the end of each semester, the students will present the buildings and their history during a community event. The model town will develop through historic progression to become an even more valuable tool. Mr. Gagliano said that tonight, they are dedicating the model to the city.

Darrin Filand commented that this project was a lot of work, took quite a bit of volunteer time, and a few dollars to complete. He said he wanted to thank several people, beginning with the student team: Zach Becken, Lizzie Brinkman, Walker Carlson, Allie Cosmos, Connor Cox, Kait Dawson, Annie DeClements, Steve Fischer, Curtis Herrieux, Noah Johnson, Grant Larson, Evelyn Lundeen, Alex Meacham, Nikayla Newberg, Jonathan Nilsen, Charles Paganelli, Jake Quincey, Andrew Rose, Conor Scanlan, Lilly Shaffer, Raven Shipley, Claire Summa, Jacob Willenbrock, and Kelsea Willenbrock. Mr. Filand gave a brief description of the process, saying that this team laid the foundation for the next phase. Mr. Filand thanked First Western Properties, Rotary Club of Gig Harbor, Peninsula School District, and Heritage Bank for their financial support, and gave a special thanks to Murdock's Cabinets for constructing the base cabinet that stores the model in when not in use. Rouda Scale Models from Seattle were commissioned to build the base using the data the group put together. Mr. Filand then said that the group would like to dedicate the model to the memory of Michael Fisher.

The Mayor and Council were very complimentary and appreciative of the efforts to bring this unique model project to fruition.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – City Participation in State LOCAL Borrowing Program. Finance Director David Rodenbach presented this ordinance authorizing city participation in the Local Option Capital Asset Lending Program. He explained that the city has utilized this program in the past to purchase police vehicles in 2007-08. He noted that there was an error in the agenda bill, and that the total annual debt service

will be about \$56,500; not \$75,000 as was listed. He addressed Council questions and asked if this could return for second reading on the Consent Agenda. Council concurred.

2. City Administrator Employment Contract. Human Resource Analyst Mary Ann McCool introduced the contract for the new City Administrator, Ron Williams.

Mayor Guernsey explained that per Gig Harbor Municipal Code the Mayor appoints this position with the Council approving the contract. She said that she has known Mr. Williams for approximately 30 years and they were colleagues. He is an incredible individual, she said, adding that he served on the first University Place City Council and was the second Mayor. He is, in her opinion she said, very qualified and a good fit for the city. We have a phenomenal staff here and having someone who will fit in will help to make us even better. She asked Council to approve his contract.

Councilmember Arbenz asked for clarification on whether this contract is for the lowest end of the salary range for City Administrator. Ms. McCool responded that it is. She also responded that the \$70,000 in the agenda bill is for the remaining seven months of 2014.

MOTION: Move to authorize the Mayor to sign the Employment contract with Ronald L. Williams.
Ekberg / Kadzik –

Councilmember Ekberg commented that the process may be confusing to the public. He continued to explain that the Mayor indicated that she was not going to extend the City Administrator Richards' contract when it expired at the end of the year and was looking for an administrator with more focus on economic development. We then, through a process, created a position for economic development with the intent to have Mr. Williams in that position and work with Mr. Richards until the end of the year so there would be a smooth transition. With Mr. Richards leaving, this isn't going to happen, and so we are faced with this contract. He continued to say that Mr. Williams resume overall is lacking in economic development and city administration experience; his contract is starting at the bottom of the pay scale which is reasonable to start. He said he met with Mr. Williams and find him to be a very intelligent, nice person who will be a good fit with our quality city staff. He continued to say that as the Mayor stated, she was elected by the community and it's her task to appoint whatever administrator she feels comfortable working with; she has known and worked with him for many years, and knows his work ethic and demeanor. That weighs heavily if she is willing to put her appointment in his hands, and he will support that decision. He said he hopes the rest of council agrees and welcome Mr. Williams as our new City Administrator.

Councilmember Payne said he agrees whole-heartedly with that summation. He said he too had a chance to meet with Mr. Williams and believe that his demeanor will fit well with the staff. His greatest concern is the abrupt departure of City Administrator Richards and the quite interim status of the Chief of Police. He said he wants to make

sure we have continuity and although there are not direct, applicable titles or jobs played out by Mr. Williams, there are transferable skills. That is something he looks for in his own company. It is going to be a little rough, and he has already expressed his displeasure with the process. He said we need to stand behind the Mayor and Mr. Williams has a fair amount of competence in many area, and he looks forward to that being played out here in the City of Gig Harbor.

MOTION: Move to authorize the Mayor to sign the Employment contract with Ronald L. Williams.
Ekberg / Kadzik – unanimously approved.

STAFF REPORT: None.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS:

Mayor Guernsey reported that the first Open House for the Gig Harbor 2030 beginning of our comprehensive plan amendment process was well attended. She said there will be plenty of follow-up moving forward on the 2015 amendments.

Councilmember Ekberg referred to the photo of City Engineer Steven Misiurak accepting the Project of the Year Award from the American Public Works Association for the Donkey Creek Project on behalf of the city. Councilmember Ekberg stressed that the city keeps winning these, and they are not just a normal, average award. He said that for a city our size, the projects we undertake that come in on time and under budget is a tribute to the fine crew we have working for us.

Councilmember Kadzik announced that the flower baskets around town are back up and the group is short of volunteers to keep them watered. He challenged the other councilmembers to volunteer on the crew.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Skansie Netshed Ribbon Cutting – Sat. Jun 7th at 2:30 p.m.
2. Boards and Candidate Review: Mon. June 16th at 4:00 p.m.
3. Finance / Safety Committee: Mon. Jun 16th at 4:00 p.m.
4. Public Works Committee: Thur. June 19th at 3:00 p.m.
5. Reception for Chief Mike Davis: Mon. June 23rd at 4:00 p.m.

Mayor Guernsey said she hopes to see everyone at the reception for Chief Mike Davis.

ADJOURN:

MOTION: Move to adjourn the meeting at 6:17 p.m.
Ekberg / Malich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1016

Jill Guernsey, Mayor

Molly Towslee, City Clerk



LODGING TAX ADVISORY COMMITTEE MINUTES

DATE: April 3, 2014
TIME: 7:30 am
LOCATION: Gig Harbor Civic Center, Conference Rooms A/B
SCRIBE: Maria Tobin
MEMBERS PRESENT: Sue Braaten, Tom Drohan, Kathy Franklin, Jannaie Mitton, Lindsey Munson, Councilmember Tim Payne
MEMBERS ABSENT: Mary DesMarais, Warren Zimmerman
STAFF PRESENT: Karen Scott, Maria Tobin
OTHERS PRESENT: Casey Demory, Kati Wright

INTRODUCTION

Councilmember Tim Payne called the meeting to order at 7:40 am. Presented to the LTAC were the following handouts: lodging tax sales figures from January 2014; a presentation summary on the Go West Summit presented to City Council on March 24th, 2014 LTAC meeting schedule, 1st quarter Marketing Department highlights and potential advertising opportunities aboard the Gig Harbor Trolley.

1. Budget planning for 2015-2016

Karen advised the committee about the new City Biennial Budget adopted by City Council on March 24th. She added that planning is already underway for next budget cycle. Karen asked that budget recommendations be emailed to her in preparation for the July 1st LTAC meeting. Councilmember Payne advised the committee that, if a new opportunity comes up even after the budget has been approved by Council, the committee may still petition City Council for an amendment to the budget, but this biennial budget will require a shift in planning and projecting expenses further out. Councilmember Payne continued by stating this process will alleviate the drain on staff time during budget planning.

2. Visit Gig Harbor Video Update

Karen announced to the committee that she has begun researching different production companies to replace the current video for the website and television broadcasts. The following three proposals were received and reviewed: EVI Digital - \$6,925, Ballasiotes Media - \$12,000, Vortex Productions - \$8,500, Medici Studios Wedding Cinema - \$7,250. Karen advised the committee that they are not required to accept the lowest bid and after reviewing work from each production company, she believes that Vortex Productions is the most qualified. Near the end of the meeting, Karen was able to show a sampling of each production company's work. Those remaining to view the video were Sue Braaten, Lindsey Munson, Kathy Franklin, and Tim Payne. All remaining members agreed that Vortex Production, based on the work submitted,

was the most qualified to produce a high-quality video on Gig Harbor. Following the meeting, an email was sent out to all committee members with links to the videos. Karen asked for those who could not stay to view the videos to please view the videos at their earliest convenience any comments be submitted to her by 21 April. Two versions of the Visit Gig Harbor video will be produced for broadcast and another version, tailored for each hotel in Gig Harbor, is expected to be completed by September 2014.

3. Trolley Advertising

Karen presented the committee with the possibility for advertising on the ceiling of the Gig Harbor Trolley, which is due to begin service Memorial Day through Labor Day 2014. Karen advised that the cost would be \$1700 per spot on the roof and 1/6 of leaflet produced by Pierce Transit. The City has already produced a trolley rack card. The committee was not enthusiastic about this advertising opportunity and the consensus was that it would not be efficacious to spend limited ad dollars advertising on the trolley.

4. Marketing Department highlights from first quarter

Karen advised the committee that the Marketing Department has had a very busy first quarter. Major events taking place in the first quarter were the Go West Summit, linking international tour buyers with tour suppliers in the Western United States, as well as WTA's Tourism Day in Olympia, Two Nations trade show in Seattle and Portland, and Military Appreciation Day, which brought in soldiers and their families into Gig Harbor from JBLM. Finally, January 2014 sales tax numbers were up 8% from last year indicating that the year is getting off to a very good start. Karen announced that as an added bonus, within the Washington State Visitor Guide, Gig Harbor was the first city to be listed in the *Peninsula Section* under *Small Towns*.

5. Skansie update

Karen advised the group that there is a new and exciting development for the Skansie House in Downtown Gig Harbor: prospective tenants at the House are Harbor WildWatch and a Visitor Center Satellite Office. The City is shooting for all parties to move in and operations be to be up and running by June 2014. The Chamber will still have their operations of managing the Visitor Center on Judson Street throughout the week, and the Skansie Visitor Satellite Office will be open on weekends plus some weekdays to be determined. The Skansie center will be manned by volunteers with scheduling coordinated by Harbor WildWatch and oversight from the Marketing office. Karen advised that currently, there is not a budget in place to pay someone to manage the Skansie House. Further discussion took place on the importance of filling the Visitor Center Satellite Office with qualified and knowledgeable staff. Training and logistics are coming together. Watch for announcement and open house information soon.

6. Presentation by Danny Sink, USGA Championship Director of the 2015 US OPEN

Danny Sink presented the LTAC with information on the history of the US Open as well as economic impact that results from the US open being hosted at Chambers Bay. The US Open is

a seven-day event that brings in more than 235,000 on-site visitors and \$76 million in direct spending and \$68 million in indirect spending. Media coverage of the events consist of over 2,000 credentials issued and a worldwide audience of over 150 million viewers. The US Open will have over 30 hours of live coverage on Fox Sports. Chambers Bay is a special location for the US Open because it is one of the only public courses were the event will be played. Danny advised the committee to please direct any questions about the tournament to www.chambersbaygolf.com , www.usga.org, and www.usopen.com.

Accommodations- the US Open will require 9,000 room nights throughout Pierce County and these rooms will be booked for integral players within the US Open. Over 900 room nights in Gig Harbor have been booked and most guests will stay 5-7 nights. Guests from the US Open staying in Gig Harbor will include future sights groups and rules officials.

Long term benefits- World-wide television exposure to Pierce County with over 150 million viewers over seven days. Economic impact is estimated at \$140 million. Regional impact will include places as far out as Spokane, Seattle and Portland. Danny encourages local businesses to market to volunteers by reaching out and offering discounts. Councilmember Payne asked about how to better gain exposure to Gig Harbor during the US Open. Danny suggested that providing the US Open with a media kit on Gig Harbor would be most efficient means of advertising Gig Harbor to those involved with the US Open. Find Danny's PowerPoint presentation [here](#).

7. Meeting adjourned at 9:20 am and the next meeting was announced for July 1st, 2014.

Respectfully submitted,



Maria Tobin
Marketing Assistant
City of Gig Harbor



Minutes for Workstudy Session: Hospital Benefit Zone

DATE: May 27, 2014
TIME: 3:00 p.m.
LOCATION: Community Rooms A&B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Guernsey and Councilmembers Malich, Ekberg, Perrow, Lovrovich, and Kadzik. Councilmembers Arbenz and Payne were absent.
STAFF PRESENT: Paul Rice, Karen Scott, Kay Johnson, Stacy Colberg, Kelly Busey, Mike Davis, Marco Malich, Darrel Winans, Jeff Langhelm, Steve Misiurak, David Rodenbach, Barb Tilotta, Jennifer Kester, Shawna Wise, and Molly Towslee.

INTRODUCTION

Finance Director David Rodenbach explained that this Worksession is to find out what projects that Council would like to see added to the existing HBZ list. He described the process to update the list, which would involve a memo from the County Executive approving the list; then an ordinance would come before Council for adoption; no public hearing is required.

Mr. Rodenbach further explained that each year council would be required to approve any funding of projects through the budget process. He recommended that the list be kept as generic as possible, i.e. naming improvements to the entire park rather than a specific item to prevent a project from being denied because wasn't specifically called out on the list. He also explained that from a financial standpoint, it is important to list all potential projects that have hope of being completed. It is also prudent to leave a completed project on the list in case something else comes up in the future.

After discussion, staff was instructed to add all the suggested projects to the list and to submit the list to council with a request that they prioritize the projects. The list of suggested projects:

- Eddon Boat Parcels
- Ancich Waterfront Park
- Eddon Boat Property
- Maritime Pier Property
- Skansie Property

Mayor Guernsey asked if Council has any direction for staff for the upcoming budget. Because this topic wasn't published on the agenda, Council recommended a follow-up Worksession and asked staff to update the departmental project list to facilitate discussion.

The meeting adjourned at 3:21 p.m.



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

Subject: Second reading of ordinance
Authorizing city participation in the
Local Option Capital Asset Lending
Program (LOCAL)

Proposed Council Action:
Adopt the ordinance authorizing execution
of the financing

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: June 9, 2014

Exhibits: Ordinance and attachments

Initial & Date

Concurred by Mayor:

6/2/14

Approved by City Administrator

RW 6/2/14

Approved as to form by City Atty:

by e-mail

Approved by Finance Director:

DR 5/29/14

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

The LOCAL program is an expanded version of the successful state agency lease/purchase program and is managed by the State Treasurer. The major benefits of LOCAL are (1) simplicity and (2) low cost financing. The city will benefit from the current program credit rating of Moody's **Aa2** and low issuance fees and expenses.

The latest notes issued under this program were August 22, 2013 with an interest rate of 1.37%.

FISCAL CONSIDERATION

The 2014 budget includes a vehicle (SUV) for Building and Fire, 2 pickup trucks, a 1 ton dump truck and a fork lift for Public Works; and 2 patrol vehicles for Police. Most of the vehicles have been purchased and are nearly ready for use.

The total cost for the fully equipped vehicles is expected to be around \$260,000. The bond funding provided through participation in the State Treasurer LOCAL program will reimburse the city for the funds expended to purchase and equip these vehicles.

The funds will be available sometime in mid-August and the first payment will be due December 1. Total annual debt service (principal plus interest & using an assumed 3% borrowing rate) will be about \$56,500 per year with final payoff in 2019.

RECOMMENDATION / MOTION

Adopt the ordinance authorizing city participation in the Local Option Capital Asset Lending Program (LOCAL).

ORDINANCE NO. 1294

AUTHORIZATION FOR THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING CONTRACT AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY.

WHEREAS, the City of GIG HARBOR (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the "NOI"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto ("Property"); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the "Local Agency Financing Contract"), in an amount not to exceed \$260,000, plus related financing costs, in order to acquire the property and finance the acquisition of the property;

WHEREAS, the Local Agency will undertake to acquire or to reimburse itself for the acquisition of the property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individual set forth in Annex 3 as the representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (the "Authorized Agency Representative");

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

Section 1. The individual holding the office or position set forth in Annex 3 is hereby appointed as representative of the Local Agency in connection with the acquisition of or reimbursement for the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. One Authorized Agency Representative shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representative is hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$260,000, plus related financing costs, and in substantially the

form attached hereto with such changes as may be approved by the Authorized Representative for the acquisition of or the reimbursement for the acquisition of the Property and financing of the acquisition of the property.

Section 3. The Local Agency hereby authorizes the acquisition of or the reimbursement for the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representative is hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 9th day of June, 2014.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

FILED WITH THE CITY CLERK: 05/21/14
PASSED BY THE CITY COUNCIL: 06/09/14
PUBLISHED: 06/11/14
EFFECTIVE DATE: 06/16/14
ORDINANCE NO: 1294

CERTIFICATE OF AUTHORIZING ORDINANCE

I, the undersigned, Clerk of the City of Gig Harbor (the "Local Agency"), DO HEREBY CERTIFY:

1. That the attached Ordinance No. 1294 (herein called the "Ordinance") is a true and correct copy of a Ordinance of the Local Agency passed at a regular meeting of the City Council held on the 9th day of June, 2014, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 10th day of June, 2014.

Molly M. Towslee, City Clerk

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one): Already have financing documents

MS Word 6.0 by e-mail 3.5" disk -- Word 97 by U.S. mail Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Purchase six vehicles and a forklift

Total cost: \$260,000 Maximum amount to finance: \$260,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2014

Purpose of property (Please be specific and include dept. of use): Provide city services

If real estate, the Real Estate Worksheet: Is attached Will be provided by (date) _ _

If equipment, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 7,670 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes No Is the local government a party to significant litigation?

Yes No Is this a reimbursement? If yes, date funds spent _ _


We are not required to submit the Credit Form because _ _

Has local government received a bond rating in the last two years? Yes No Bond rating(s): _ _
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: January 8, 2014

Transaction No. _____

**LOCAL AGENCY FINANCING CONTRACT, SERIES 20__
(Equipment)**

This Local Agency Financing Contract, Series 20__ (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the City of Gig Harbor, a City of the State (the "Local Agency").

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 20__, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 20__ Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON
OFFICE OF THE STATE TREASURER

City of Gig Harbor
as Local Agency

By _____
Designated Treasurer Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Pierce
Legal Name: City of Gig Harbor MCAG No.: 0587
Contact Person: David Rodenbach Title: Finance Director
Address: 3510 Grandview Street, Gig Harbor, WA Zip: 98335
Phone: 253.853.7610 Fax: 253.851.8563 E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one): Already have financing documents
 MS Word 6.0 by e-mail 3.5" disk – Word 97 by U.S. mail Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Purchase six vehicles and a forklift
Total cost: \$260,000 Maximum amount to finance: \$260,000
Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2014
Purpose of property (Please be specific and include dept. of use): Provide city services

If real estate, the Real Estate Worksheet: Is attached Will be provided by (date) _ _

If equipment, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 7,670 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:


- Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?
- Yes No Is the local government a party to significant litigation?
- Yes No Is this a reimbursement? If yes, date funds spent _ _

We are not required to submit the Credit Form because _ _

Has local government received a bond rating in the last two years? Yes No Bond rating(s): _ _
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach Title: Finance Director

Signature:  Date: January 8, 2014

Personal Property Certificate

Name of Local Agency:	City of Gig Harbor
Address:	3510 Grandview Street
	Gig Harbor, WA 98335-51

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned **David Rodenbach** does hereby certify, that he is an Authorized Agency Representative of the **City of Gig Harbor** (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: _____ Name of Vendor: _____
 _____ Address: _____

Serial No.: _____

Tag No.: _____

Location of Property
 Acquired: _____

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to: Vendor City County Treasurer Other
 Entity Name: City of Gig Harbor
 Disbursement Amount: \$ 260,000
 Method of Payment: ACH Wire Check
 ACH/Wire Instructions: _____

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

 Authorized Agency Representative
 Date: _____

Countersigned and
 Approved for Payment: _____
 Designated State Treasurer Representative
 Date: _____

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 1294, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ David Rodenbach, Finance Director
(signature)

Dated this 10th day of June, 2014.

Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this 10th day of June, 2014.

By: _____
NOTARY PUBLIC in and for the
State of Washington, residing at:
Gig Harbor, Washington

Printed Name: Molly M. Towslee

My Commission Expires: 12/2/17

"Annex 3 to Authorizing Ordinance (Equipment)"

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 1294, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ David Rodenbach, Finance Director
(signature)

Dated this 10th day of June, 2014.

Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this 10th day of June, 2014.

By: _____
NOTARY PUBLIC in and for the
State of Washington, residing at:
Gig Harbor, Washington

Printed Name: Molly M. Towslee

My Commission Expires: 12/2/17



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

Subject: Lift Station #8 Paving – Small Public Works Contract Award

Dept. Origin: Public Works/Wastewater Treatment Plant

Proposed Council Action:

Approve and authorize the Mayor to execute a Small Public Works Contract with Asphalt Patch Systems, Inc. in the amount of \$4,065.49 for Paving of the Partial Renovation of the City-owned Wastewater Lift Station #8.

Prepared by: Darrell Winans, Supervisor ^{DW}
Wastewater Treatment Plant

For Agenda of: June 9, 2014

Exhibits: Public Works Contract

	Initial & Date
Concurred by Mayor:	<i>[Signature]</i> 6/2/14
Approved by City Administrator:	<i>RW</i> 6/2/14
Approved as to form by City Atty:	<i>ok via email</i> 5/29/14
Approved by Finance Director:	<i>[Signature]</i> 5/30/14
Approved by Department Head:	<i>[Signature]</i> 5/30/14

Expenditure Required	\$4,065.49	Amount Budgeted	\$202,374.93	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Paving due to partial renovation of Lift Station #8 infrastructure.

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from five Pavement Contractors on the Small Works Roster and obtained the following quotes from two contractors to complete the scope of work:

Asphalt Patch Systems, Inc.	\$4,065.49
AA Asphaltting Inc.	\$6,325.55

FISCAL CONSIDERATION

The 2014 City Wastewater Treatment Plant Collections Repairs and Maintenance budget provides sufficient funds to complete this work.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Small Public Works Contract with Asphalt Patch Systems, Inc. in the amount of \$4,065.49 for Paving of the Partial Renovation of the City-owned Wastewater Lift Station #8.

**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Asphalt Patch Systems, Inc., a Washington Corporation (the "Contractor").

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

1. Scope of Work.

The Contractor agrees to furnish all materials, equipment, apparatus, etc. necessary to perform and complete the work set forth in the Scope of Work attached hereto and

Original contracts to come

herein by reference.

2. Time of Performance and

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City. All work shall be completed no later than July 15, 2014.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Four Thousand Sixty-Five Dollars and Forty-Nine Cents (\$4,065.49), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Four Thousand Sixty-Five Dollars and Forty-Nine Cents (\$4,065.49).

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period in order to

guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

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

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

8. Insurance.

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

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

liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

9. Prevailing Wage.

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

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

10. Termination.

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

expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

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

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

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

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

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

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of

the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A

WASTEWATER TREATMENT PLANT
LIFT STATION #8 ASPHALT PAVING
SCOPE OF WORK

Tuesday, May 13, 2014

PROJECT REQUIREMENTS:

Quote Due Date - For consideration for this project, price quotations must be received by **10:00 a.m., Wednesday, May 28, 2014** at City of Gig Harbor, Public Works/Operations, Attn: Nancy Nayer, 3510 Grandview Street, Gig Harbor, WA 98335 or email to: nayern@cityofgigharbor.net.

City Contract – Sample contract to perform this work provided for reference as to City requirements, including insurance and prevailing wage requirements. A Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid is required to be filed with the Department of Labor and Industries.

Before submitting a price quotation proposal, prospective respondents shall meet at the site of the work and determine for themselves all of the physical conditions in relation to this project, including all measurements and site conditions. Meet Chuck Roy at City of Gig Harbor Lift Station #8, located at 4427 Harbor County Drive to examine the site on Tuesday, May 20, 2014 at 10:00 a.m.

At time of completion, all workmanship will be inspected by the City.

PROJECT DESCRIPTION:

BASE BID – ASPHALT PAVING

- This project shall consist of paving an area approximately 32' x 38' less existing utilities (vaults lids, Manhole lids), with a thickness a minimum of 2".
- All workmanship and materials used shall comply with 2014 Washington DOT specifications.
- Sub-grade and its compaction shall be the responsibility of the City.



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

Subject: Wilkinson Farm Park – Barn Restoration—Consultant Services Contract with SHKS Architects

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with SHKS Architects for an amount not to exceed \$ 49,719.00.

Dept. Origin: Public Works

Prepared by: Marcos McGraw *MAN*
Project Engineer

For Agenda of: June 9, 2014

Exhibits: Consultant Services Contract with Scope and Fee

Concurred by Mayor:	<i>SM 5/22/14</i>
Approved by City Administrator:	<i>RW 6/2/14</i>
Approved as to form by City Atty:	<i>Per Email 5/22/14</i>
Approved by Finance Director:	<i>DF 5/22</i>
Approved by Public Works Dir.:	<i>MD 5/22/14</i>
Approved by City Engineer:	<i>5/22/14</i>

Expenditure Required	\$ 49,719.00	Amount Budgeted	\$ 50,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This consultant services contract agreement is the first phase of design for the Wilkinson Farm Barn. It provides for structural analysis as well as design documents necessary for the submittal of City permit applications. A contract for final design for future advertisement for construction will be negotiated later. Final design and construction will be budgeted in fiscal year 2015-2016.

FISCAL CONSIDERATION

The 2014 City Budget’s Parks Capital Fund (109) has allocated the following for this project:

2014 Budget for Parks Capital Fund for Wilkinson Farm Park – Barn Restoration (Objective No. 2)	\$ 50,000
Anticipated 2014 Expenses	
SHKS Architects Consultant Services Contract for structural design	(\$ 49,719.00)
<i>Permitting fees (future – 2015/2016)</i>	(\$ 0.00)
<i>Construction contract (future – 2015/2016)</i>	(\$ 0.00)
Remaining 2014 Budget =	(\$ 281.00)

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

The improvements to the barn at Wilkinson Farm Park including structural stabilization, roof and cupola repairs were presented to the Parks Commission June 6, 2012. The committee members were in support of these improvements.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute a Consultant Services Contract with SHKS Architects for an amount not to exceed \$ 49,719.00.

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
SHKS Architects

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

RECITALS

WHEREAS, the City is presently engaged in the architectural and structural design services for the historic Wilkinson barn and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-Nine Thousand Seven Hundred Nineteen Dollars and Zero Cents (\$49,719.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. Indemnification.

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
SHKS Architects
ATTN: David Strauss
1050 N. 38th St.
Seattle, WA 98103
(206) 675-9151

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

S H K S A R C H I T E C T S

May 19, 2014

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

Re: Wilkinson Barn Stabilization

Marcos,

Thank you very much for inviting us to submit a proposal for design services on the Wilkinson Barn stabilization. The design team includes SHKS ARCHITECTS, the prime consultant, and Swenson Say Faget, Structural Engineers, a consultant to SHKS ARCHITECTS. Both SHKS and Swenson Say Faget have regionally recognized expertise in the repair, stabilization, renovation and adaptive reuse of historic buildings. This proposal includes fees for architectural and structural design services through construction documents.

Project Understanding:

The project is the stabilization of the Wilkinson Barn, a historic, wood-frame, gambrel roof barn in Gig Harbor. Since a use for the barn has not yet been determined, the intent of the design is to stabilize both the structure and envelope for a use to be determined in the future. The design will be consistent with the Secretary of the Interiors Standards for the Rehabilitation of Historic Buildings.

Scope of Service:

Basic Consultant Services include architectural and structural consulting. Services include initial scope and budget review, design, and documentation services as follows:

1. PRE-DESIGN / AS-BUILT DOCUMENTATION	\$5,391
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Pre-design services include administration, meetings with Owner, collection and review of existing documentation, one site visit.

Meetings: One meeting with representatives of City of Gig Harbor.

Deliverables: Digital 3-dimensional BIM (Building Information Model) model of existing barn. Drawings will be prepared using Autodesk Revit software (CAD). Drawings will be delivered to the City of Gig Harbor in Autodesk Revit 2013 and pdf format.

2. PRELIMINARY DESIGN	\$20,691
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Preliminary Design (combined Schematic Design and Design Development services) includes administration, coordination with structural engineer, quality assurance document review, consultation with permit agency, 3 meetings with the City representatives, documentation of stabilization design strategies, materials research, cost planning.

Meetings: Three meetings with representatives of City of Gig Harbor.

Deliverables: Plans, sections, elevations of existing barn annotated with stabilization strategy. Drawings will be prepared using Autodesk Revit software (CAD). Drawings will be delivered to the City of Gig Harbor in Autodesk Revit 2013 and pdf format.

Outline specification in 50 Division CSI (Construction Specifications Institute) format, prepared in MS Word, delivered to City of Gig Harbor in pdf format; cost plan delivered to the City of Gig Harbor in MS word and pdf format.

3. CONSTRUCTION DOCUMENTS	\$23,637
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Construction Documents include administration, coordination with structural engineer, quality assurance document review, consultation with permit agency, 2 meetings with City representatives, architectural design.

1050 N. 38th St.
Seattle, WA 98103
PH: 206.675.9151
www.shksarchitects.com

S H K S A R C H I T E C T S

Meetings: Two meetings with representatives of City of Gig Harbor.

Deliverables: Cover sheet, demolition plan, site plan, floor plans, roof plan, door and window schedules, building elevations and sections, exterior details, interior details. Drawings will be prepared using Autodesk Revit software (CAD). Drawings will be delivered to the City of Gig Harbor in Autodesk Revit 2013 and pdf format stamped and signed by a licensed Architect.

TOTAL	\$49,719
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EXCLUSIONS	
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Services of consultants other than Architect and Structural Engineer

Application for permit

Construction Documents Cost Plan

Bid Specifications

Note: Bid Specifications and Construction Document Cost Plan will be developed once a bid date is determined. At that point, any products or standards (partial list following this letter) will be the most current and costs of materials can be most accurately identified.

The Architect is entitled to rely upon the completeness and accuracy of information and services provided by the City of Gig Harbor and its consultants. Any costs associated with design or construction revisions due to inaccurate or erroneous information provided by the City of Gig Harbor and relied upon by the Architect will be the sole responsibility of the City of Gig Harbor, including any costs for additional architectural or engineering services.

Please review this and call me with any questions, comments or concerns. Of course, this proposal is based on my understanding of the scope gained from our phone conversation.

Thanks again for the invitation. I look forward to hearing from and to working with you and the City of Gig Harbor, again.

Sincerely,



David Strauss

Basic Services Workplan

WILKINSON BARN STABILIZATION

5/12/2014

Estimated MACC NA
 Per A/E Fee Schedule B NA
 Total Fee NA
 Phase Fee %: NA

1 PRE DESIGN							
Item	PHASE/TASK	PIC Strauss	PM Zimmerman	Staff Anderson	Staff name	Staff name	Total
1.1	Administration						
	Consultations, correspondence, minutes, and general admin.	0.00	2.00	0.00	0.00	0.00	
1.2	Document Review						
	Collect project information	0.00	0.00	2.00	0.00	0.00	
	Review existing information	0.50	2.00	2.00	0.00	0.00	
1.3	Meetings and Coordination w/ Client						
	Kick-off Meeting	3.00	3.00	0.00	0.00	0.00	
1.4	As-Built Documentation						
	Site Visit: Measure	0.00	8.00	8.00	0.00	0.00	
	Prepare Revit model	0.00	0.00	32.00	0.00	0.00	
	Presentation to Client - scope confirmation	0.00	0.00	0.00	0.00	0.00	

Architectural Services	hrs=	3.50	15.00	44.00	0.00	0.00	63
	rate=	\$160.00	\$95.00	\$75.00	\$0.00	\$0.00	
	subtotal=	\$560.00	\$1,425.00	\$3,300.00	\$0.00	\$0.00	\$5,285

Average Hourly Rate = \$84.56

Consultant Services	Structural	\$0
	Mechanical	\$0
	Electrical	\$0
	Civil	\$0
Subtotal Consultants		\$0
Markup	10.00%	\$0
Miscellaneous Direct Expenses	approximately 2% of PD Architectural Fee =	\$106
Total Consultants, Expenses, Markup		\$106

1 PRE DESIGN							\$5,391
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Basic Services Workplan

WILKINSON BARN STABILIZATION

5/12/2014

2 PRELIMINARY DESIGN (SD + DD)							
Item	PHASE/TASK	PIC Strauss	PM	PA Anderson	A name	Staff name	Total
2.1	Administration						
	Consultations, correspondence, minutes, and general admin	1	2	0	0	0	
2.2	Discipline Coordination						
	Meetings with Consultants (Assume 3 meetings with structural)	0	3	3	0	0	
	Design coordination, document review	1	2	2	0	0	
2.3	Document Checking						
	Quality Assurance Review	2	0	0	0	0	
2.4	Consulting with Permitting Authority						
	Bldg Code Review (Areas, Separations, Occupancy and Exiting, Accessibility, Energy, Plumbing Calcs)	0	0	0	0	0	
	Meetings and correspondence w/ permitting authority (excluding travel)	0	0	0	0	0	
2.5	Meetings and Coordination w/Committee						
	Kick-off Meeting (1mtg @ 3hrs + minutes)	3	3	4	0	0	
2.6	Architectural Design						
	Develop stabilization approach and strategies	2	4	4	0	0	
	Preliminary Design Drawing: Site Plan	0	1	4			
	Preliminary Design Drawing: 2 Floor Plans	1	1	8			
	Preliminary Design Drawing: 2 Building Sections	1	2	12			
	Preliminary Design Drawing: 4 Elevations	0	1	8	0	0	
	Compile and analyze observations	0	4	4	0	0	
2.7	Materials Research						
	Product/system/research and coordination	0	1	2	0	0	
2.8	Specifications						
	Narrative and Material Outline	0	1	2	0	0	
2.9	Scheduling						
	Review and update scheduling	0	1	0	0	0	
2.10	Cost Estimating						
	Review and coordinate estimates	0	1	0	0	0	
2.11	Presentation to Client						
	Assume 1 meetings @ 3 hours + minutes	3	3	4	0	0	

Architectural Services	hrs=	14	30	57	0	0	101
	rate=	\$160	\$95	\$75	\$0	\$0	
	subtotal=	\$2,160	\$2,850	\$4,275	\$0	\$0	\$9,285

Average Hourly Rate = \$92.39

Consultant Services	Structural	\$8,000
	Mechanical	\$0
	Electrical	\$0
	Cost	\$2,200
Subtotal Consultants		\$10,200
Markup	10.00%	\$1,020
Miscellaneous Direct Expenses	approximately 2% of SD Architectural Fee =	\$186
Total Consultants, Expenses, Markup		\$11,406

1 SCHEMATIC DESIGN TOTAL	\$20,691
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Basic Services Workplan

WILKINSON BARN STABILIZATION

5/12/2014

3 CONSTRUCTION DOCUMENTS							
Item	PHASE/TASK	PIC Strauss	PM	PA Anderson	A name	Staff name	Total
3.1	Administration						
	Consultations, correspondence, and SHKS progress review meetings.	1	2	4	0	0	
3.2	Discipline Coordination						
	Meetings with Consultants (2 hours each w/ Structural)	0	2	2	0	0	
3.3	Document Checking						
	Quality Assurance Review	4	0	0	0	0	
3.4	Consulting with Permitting Authority						
	Coordinate with Consultants on other permitting.	0	1	2	0	0	
3.5	Meetings and Coordination w/Committee						
	Progress Meetings (Assume 1 meetings @ 3 hours + minutes)	3	3	4	0	0	
3.6	Architectural Design						
	Project Info., Sheet Index, Code, Title Sheets (x sheets)	0	1	4	0	0	
	AD 1.0 Building Demolition Plans (1 sheets)	0	1	16	0	0	
	A 1.0 Architectural Site Plan and Details (1 sheets)	0	2	24	0	0	
	A 2.1 Floor Plans (1 sheets)	0	2	40	0	0	
	A 2.2 Roof Plan (1 sheets)	0	2	24	0	0	
	A 2.4 Schedules (1 sheets)	0	2	12	0	0	
	A 3 Building Elevations and Sections (2 sheets)	0	2	24	0	0	
	A 8 Exterior Details (1 sheets)	0	2	24	0	0	
	A 9 Interior Details (1 sheets)	0	2	24	0	0	
3.7	Materials Research						
	Product/system/research and coordination	0	0	0	0	0	
3.8	Specifications						
	Bid Specifications	0	0	0	0	0	
3.9	Scheduling						
	Review and update scheduling	0	0	0	0	0	
3.10	Cost Estimating						
	Review and coordinate estimates	0	0	0	0	0	
Architectural Services		hrs=	8	24	204	0	236
		rate=	\$160	\$95	\$75	\$0	\$0
		subtotal=	\$1,280	\$2,280	\$15,300	\$0	\$18,860
				Average Hourly Rate=	\$79.92		
Consultant Services							
		Structural					\$4,000
		Mechanical					\$0
		Electrical					\$0
		Civil					\$0
Subtotal Consultants							\$4,000
Markup							10.00% \$400
Miscellaneous Direct Expenses		approximately 2% of CD Architectural Fee =					\$377
Total Consultants, Expenses, Markup							\$4,777
3 CONSTRUCTION DOCUMENTS TOTAL							\$23,637



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

Subject: Historic Skansie House –
Lease to Harbor WildWatch

Proposed Council Action: Approve and authorize the Mayor to execute a lease agreement with Harbor WildWatch in the historic Skansie House.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: June 9, 2014
Exhibits: HWW Use Agreement

Concurred by Mayor: *JS by email*
Approved by City Administrator: *RW 6/4/14*
Approved as to form by City Atty: *SK by email*
Approved by Finance Director: *CR 6/4/14*
Approved by Department Head: _____

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

In May of 2003, a Skansie Brothers Park Ad-Hoc Committee was appointed to consider future uses and objectives for the Park. Specific to uses for the Skansie House, the Committee recommended:

- *low impact public use of the house,*
- *use of the house as a possible museum as well as other uses compatible with historic preservation*
- *opportunities for local service organizations to help with the preservation and development of the site*
- *provide for local groups and organizations to access the site for low-impact events, activities and education programs.*

In 2008, Resolution 739 was adopted establishing a Skansie Park Ad Hoc Planning Committee to gather ideas for development and use of the Park. The 9-member Committee created a Mission Statement for the site in June of 2008 (below).

The mission of the Skansie Brothers Park is to preserve and secure an authentic historic site, including structures and landscape which depicts the heritage of fishing families in Gig Harbor and promotes living history activities.

The park will allow and encourage community use, strengthen a connection to the bay through access and view, provide educational opportunities, provide opportunities to enhance historic waterfront commerce and other appropriate activities while carefully protecting the historical and environmentally sensitive aspects of the site for future generations. Re-establish the site as a portal between the water and the land.

In October of 2013, the City issued a publicly noticed Request for Proposals (RFP) for prospective tenants to lease the Skansie House located at 3207 Harborview Drive. Conditions for use of the site were included in the RFP (listed below):

- The primary use of the Skansie House must be compatible with activities already occurring at the Park (events, festivals, programs).
- The tenant must be a non-profit organization and is expected to provide low intensity public activities that promote Gig Harbor's historical or environmental culture.
- Use of the main floor will require a minimum number of public access hours.
- The second floor may be limited to storage only. (ADA site constraints)
- The tenant must provide access to Visitor Center Information.

On December 13, 2013, three proposals were reviewed and scored based on four criteria:

1. Site Compatibility – Activities already occurring at the Park (events, festivals, programs).
2. Cultural Compatibility – Low intensity public activities that promote Gig Harbor's historical or environmental culture.
3. Public Programs – Main floor public access hours.
4. Experience – Demonstrated ability / experience to successfully undertake and execute public benefits.

Based on these criteria, staff recommended that Harbor WildWatch be approved as future tenant in the Skansie House. HWW is considered a stable, well-established community organization that proposes a suitable use for the house that will be compatible Skansie Brothers Park. Further, and based on the demonstrated success of Gig Harbor BoatShop, (tenant at the Eddon Boatyard Building) and Coastal Heritage Alliance (tenant at the Skansie Netshed) – staff recommends a similar \$1 / annual lease fee in exchange for public benefit hours. The attached agreement identifies the public benefit hours, including operation of the Visitor Information Center, and conditions for a 14-month lease of the Skansie House.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The proposed use is consistent with the 2008 Ad-Hoc Recommendations that were forwarded to the Parks Commission and Design Review Board in 2008.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a lease agreement with Harbor WildWatch as tenant in the historic Skansie House.

**LEASE
AND
AGREEMENT FOR SERVICES
BETWEEN THE CITY OF GIG HARBOR
AND HARBOR WILDWATCH**

THIS LEASE AND AGREEMENT FOR SERVICES ("Lease") is made and entered into this _____ day of _____, 2014 by and between CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City" or "Lessor") and HARBOR WILDWATCH, a Washington non-profit corporation ("HWW" or "Lessee"). In consideration of the following mutual promises, the parties agree as follows:

WITNESSETH:

WHEREAS, the City owns the property located at 3207 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property") which includes the building commonly known as Skansie Brothers House (aka Skansie House), and is described as follows:

Section 08 Township 21 Range 02 Quarter 21 PARCEL A
DBLR 2004-06-02-5005 DESC AS FOLL COM AT NW COR
SEC 8 TH S 88 DEG 18 MIN 20 SEC E ALG NLY LI SD
SEC 1797.63 FT TO INTER OF ROSEDALE ST NW &
HARBORVIEW DR NW TH S 88 DEG 18 MIN 46 SEC E
35.31 FT TO ELY R/W & POB TH N 30 DEG 08 MIN 34
SEC W 20.70 FT TH N 28 DEG 30 MIN 24 SEC W 12.52
FT TH N 37 DEG 22 MIN 14 SEC E 176.57 FT TH S 52
DEG 37 MIN 46 SEC E 60 FT TH S 37 DEG 22 MIN 14
SEC W 59.5 FT TO GOVT ML TH S 33 DEG 38 MIN 46
SEC E 108.49 FT TO MEANDER COR BET SECS 8 & 5
TH S 68 DEG 56 MIN 21 SEC E 149.27 FT TH S 34 DEG
03 MIN 39 SEC W 257.22 FT TH N 30 DEG 08 MIN 34
SEC W 313.96 FT TO POB TOG/W 2ND CL TDLDS
ABUTT COMB OF 2-020, 2-019, 02-21-05-3120 & 765000-
011-0 SEG 2005-1190BL 01-26-05BL

WHEREAS, the Skansie House was constructed by the Skansie Brothers who contributed to the early development of Gig Harbor through their influence on commercial fishing and boatbuilding; and

WHEREAS, the City posted a request for proposals for use of the Skansie House in November of 2013 and the HWW proposal was identified for an appropriate use of the premises; and

WHEREAS, HWW proposes that it lease the Skansie House and perpetuate the cultural heritage of the nationally listed Skansie Brothers Park site; and

WHEREAS, HWW proposes to use the Skansie House as a marine education center to provide interactive environmental education for children and adults; and

WHEREAS, HWW also proposes to provide Visitor Information services to the general public under the direction of the City; and

WHEREAS, the benefits derived by the public from HWW's activities (as specifically detailed in Section 4 herein) are sufficient that the City is willing to lease the Leased Premises to the HWW for one dollar per year; and

WHEREAS, given the limitations on the use of the premises as generally described above and more specifically described below, the parties hereto agree as follows:

1. Leased Premises.

1.1 The City does hereby lease to HWW and HWW does hereby lease from the City the following described premises:

The main floor and second story of the Skansie House as shown on Exhibit A, attached hereto and incorporated herein by this reference (the "Leased Premises").

1.2 The City reserves the right to use the Visitor Information area of the Skansie House at no cost for special events in coordination and consideration of HWW's schedule of events and programming. The City shall provide two weeks advance notice of such use to HWW.

2. Conditions Precedent to Possession.

2.1 The City will repair all entry doors so that they can be locked. The City will repair main floor windows so that they can be secured and ensure a minimum of 2 upstairs and 2 main floor windows can be opened. The City will install a lock for the main floor bathroom door. The City will install offset hinges on the front door for ADA compliant access. The City will also install hand-railings (both sides) of the stairwell including a guardrail cap upon the balusters to create a code-compliant 42-inch guard-rail height.

2.2 In the event of the City's inability to deliver possession of the Leased Premises as described herein, neither the City nor any of its officers, employees or agents shall be liable for any damage caused thereby.

3. Inspection. Other than set forth to the contrary herein, the City makes no representation regarding the condition of the Leased Premises, improvements located on the Leased Premises, the suitability of the Leased Premises for Lessee's permitted use, or the existence of hazardous substances on the Leased Premises. Lessee has inspected the Leased Premises as it exists at the time of the signing of this document and accepts it "as is".

4. Rent.

4.1 Rent. The City agrees to lease the Leased Premises to HWW for one dollar per year, in exchange for HWW's agreement to perform the activities specifically described in this Lease, on the deadlines set forth therein, as well as all other terms of this Lease. The rent shall be paid to Lessor at the following address: Finance Director, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, or such other address as Lessor may designate from time to time in writing.

4.2 Leasehold Excise Taxes. In addition to rent and any and all other taxes and charges imposed under this Lease, Lessee shall, pursuant to Chapter 82.29A, remit to Lessor leasehold excise tax payments each month in advance on or before the first day of each month as prescribed by the Department of Revenue.

4.3 Services to be Provided. As additional consideration for this Lease, the Lessee agrees to provide the services set forth on Exhibit B, attached to and incorporated into this Lease by this reference.

5. Term.

5.1 The term of this Lease shall commence on June 15, 2014, and terminate on August 15, 2015, unless terminated sooner pursuant to the terms and conditions of this Lease. Nothing herein shall obligate the City to enter into any additional Lease Agreements or addenda with the Lessee.

5.2 Hold Over. If the Lessee remains in possession of the Leased Premises after termination, the occupancy shall not be an extension or renewal of the term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which hold-over occupancy may be terminated by either party on thirty (30) days' notice.

6. Use and Restrictions on Use.

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6.1 Lessee may use the Leased Premises for office and meeting space, a visitor center and the uses set forth in section 6.2 below, and for no other purposes without the prior written consent of the City. All such activities shall be conducted in compliance with all applicable regulations. In the event Lessee desires to conduct outdoor activities at the site, Lessee must comply with the City's general special event permit already in place for Skansie Brothers Park.

6.2. HWW may use the Leased Premises to provide the following for public access and educational benefits:

- Displays and interpretation for environmental education.
- Indoor science workshops and mentor programs for children and adults.
- Public gallery of aquariums with local marine life.
- Static learning stations featuring information on shellfish, salmon and marine debris.
- Laboratory with microscopes and touch-tanks.
- Public gatherings for educational and fund raising purposes.
- Retail sales of HWW mission-related goods and services.

6.3 Because public parking is limited, HWW shall not permit its employees or volunteers to park within the public rights-of-way directly adjacent to Skansie Brothers Park along Harborview Drive.

6.4 Lessee acknowledges that the City has agreed to execute this Lease with HWW with the understanding that HWW is a non-profit organization, and HWW shall retain that status throughout the term of this Lease. The use of the Leased Premises by the Lessee shall not be of a religious or partisan political nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the Lease. Lessee shall neither permit on the Leased Premises any act or storage that may be prohibited under standard forms of fire insurance policies, nor use the Leased Premises for any such purpose.

7. Conformance with Laws. The Lessee shall at all times comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Leased Premises. Lessee agrees that it will not perform any activity on the Leased Premises without obtaining the necessary permits from the agency(ies) with jurisdiction. Lessee agrees that the performance of such activities without the required permits may cause a breach of this Lease and render the Lessee liable in any resulting enforcement action, which may include penalties, costs or attorney's fees. The City makes no warranties concerning permit requirements. Lessee is solely responsible for determining permit requirements and conformance with such permits.

8. Environmental Liability/Risk Allocation.

8.1 Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq. and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

8.2 Use of Hazardous Substances. Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released or disposed of in, on, under or above the Leased Premises, except in accordance with applicable laws.

8.3 Current Conditions, Duty of Utmost Care and Duty to Investigate. The City makes no representation about the condition of the Property or Leased Premises. Hazardous Substances may exist in, on, under or above the Leased Premises. With regard to any Hazardous Substances that may exist in, on, under or above the Property, the City disclaims any and all responsibility to perform investigations, or to review any City records, documents or files, or to obtain or supply any information to the Lessee. The Lessee shall use the utmost care with respect to both Hazardous Substances in, on under or above the Leased Premises, and any Hazardous Substances that are discovered to be located in, on, under or above the Leased Premises during the term of this Lease, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts and omissions.

8.4 Notification and Reporting. The Lessee shall immediately notify the City if the Lessee becomes aware of any of the following:

8.4.1 A release or threatened release of Hazardous Substances in, on, under or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Leased Premises;

8.4.2 Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under or above the Property, any adjoining property subject to use by the Lessee in conjunction with its use of the Property;

8.4.3 Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Leased Premises, or Property, any adjoining property or any other property subject to use by the Lessee in conjunction with its use of the Leased Premises;

8.4.4 Any lien or action with respect to any of the foregoing; or

8.4.5 Any notification from the U.S. Environmental Protection Agency

(EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property or concerning alleged permit violations.

Upon request, the Lessee shall provide the City with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Property, and which were prepared for the Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development Permit.

8.5 Indemnification – Hazardous Substances.

8.5.1 The Lessee shall fully indemnify, defend and hold the City harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, clean-up costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

(i) The use, storage, generation, processing, transportation, handling or disposal of any Hazardous Substance by the Lessee, its contractors, agents, employees, guests, invitees or affiliates in, on, under or above the Leased Premises or any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Leased Premises, during the Term of this Lease or during any time when the Lessee occupies or occupied the Leased Premises;

(ii) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination, in, on, under or above the Leased Premises or any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Leased Premises, which release, threatened release, or exacerbation occurs or occurred during the Term of this Lease or during any time when the Lessee occupies or occupied the Leased Premises or the Property.

8.5.2 In addition to the indemnifications provided in this Section, the Lessee shall fully indemnify the City for any and all damages, liabilities, costs or expenses (including attorney's fees and disbursements) that arise out of or are in any way related to the Lessee's breach of the obligations of this Agreement. This obligation is not intended to duplicate the indemnity provided within this Section and applies only to damages, liabilities, costs or expenses that are associated with a breach of such sections and which are not characterized as a release, threatened release or exacerbation of Hazardous Substances. The Lessee and City acknowledge that this indemnification section is not intended to indemnify the City for any pre-existing conditions or for any discharges related to the City's storm water drainage system or any

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other third party releases.

8.6 Cleanup. If a release of Hazardous Substances occurs in, on, under or above the Leased Premises or any other City-owned property arising out of any action or inaction of Lessee, the Lessee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. The Lessee shall also be solely responsible for all cleanup, administrative and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described herein.

8.7 Sampling by City, Reimbursement and Split Samples. The City may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Leased Premises or the Property at any time to determine the existence, scope or effects of Hazardous Substances on the Leased Premises, the Property, or any adjoining property in conjunction with its use of the Leased Premises, or any natural resources. If such tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action or inaction of Lessee, the Lessee shall promptly reimburse the City for all costs associated with such tests.

9. Assumption of Risk. The placement and storage of personal property on the Leased Premises by Lessee shall be the responsibility, and at the sole risk, of Lessee.

10. Restroom Facilities. The parties acknowledge that the Leased Premises has no public restroom facilities. However, existing restrooms located on the Park grounds will be available for use by the Lessee and the Lessee's program participants.

11. Utilities and Phone. The City agrees to allow the lessee to use, at no additional charge, the existing water located in the Park. HWW will pay for natural gas to heat the building and electricity. HWW will also maintain the Visitor Information Center phone line's existing telephone access of (253) 857-4842 unless otherwise agreed upon with the City. Long-distance capability is not required.

12. Liens. Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall not suffer or permit any lien to be filed against the Leased Premises or any part thereof or the Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Leased Premises or any part thereof under the Lessee. If any such lien is filed against the Leased Premises, Lessee shall hold the Lessor harmless from any loss by reason of the lien and shall

cause the same to be discharged of record within thirty (30) days after the date of filing of same.

13. Indemnification and Waiver.

13.1 In addition to the indemnification obligations in Section 8 herein, Lessee agrees to defend, indemnify, and hold harmless the Lessor, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and reasonable attorney's fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Leased Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of its own negligence.

13.2 In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damages to the Leased Premises, any of Lessee's improvements placed on the Leased Premises, any personal property located anywhere on the Leased Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Leased Premises through natural causes or any other reason, and whether any such loss is insured or not and irrespective of the cause of such loss.

13.3 Lessee hereby agrees and acknowledges that any loss of Lessee's property, including personal property or any improvements made to the Leased Premises by the Lessee, is the responsibility of the Lessee. If, for any reason, the Lessee's personal property/improvements or the leased improvements on the Leased Premises are destroyed or otherwise become uninhabitable, Lessor shall not be obligated to make any payments to Lessee related to such loss.

13.4 It is further specifically and expressly understood that the indemnification provided herein and in Section 8 constitute Lessee's waiver of immunity under RCW Title 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section and Section 8 survive the expiration or termination of this Lease.

14. Insurance Purchased by Lessee. At its own expense, the Lessee shall procure and maintain during the term of this Lease, the insurance coverage and limits described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of A or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to the City.

14.1 Commercial General Liability Insurance. The Lessee shall procure and maintain Commercial General Liability Insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of the Lessee's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance must include liability coverage with limits not less than those specified below:

Description	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

The City may impose changes in the limits of liability:

- (i) Upon a material change in the condition of the Leased Premises or any improvements;
- (ii) Upon any breach of the Sections in this Lease relating to Hazardous Substances;
- (iii) Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by the City.

14.2 Terms of Insurance. The policy required under Subsection A shall name the City of Gig Harbor as an additional insured. Furthermore, all policies of insurance described in this Section shall meet the following requirements:

14.2.1 Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;

14.2.2 Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five (45) days prior written notice from the insurance company to the City;

14.2.3 To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and the Lessee;

14.2.4 All liability policies must provide coverage on an occurrence basis; and

14.2.5 Liability policies shall not include exclusions for cross liability.

14.3 Proof of Insurance. The Lessee shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the City accompanied by a checklist of coverages provided by the City, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section, and, if requested, copies of policies to the City. The Certificate of Insurance shall reference the City of Gig Harbor and this Lease. Receipt of such certificates or policies by the City constitute approval by the City of the terms of such policies. The Lessee acknowledges that the coverage requirements set forth herein are the minimum limits of

insurance the Lessee must purchase to enter into this Lease Agreement.

14.4 These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Lessee from liability for losses and settlement expenses greater than these amounts.

15. Care of Leased Premises.

15.1 At the completion of improvements (Section 2), HWW and the City shall conduct a walk-through of the Leased Premises to memorialize its condition. Both parties are encouraged to photograph and video-record the walk-through. The condition of the Leased Premises at the time of the walk-through shall constitute the baseline by which HWW must maintain the Leased Premises, normal wear and tear excepted. HWW shall not be responsible for any defects in the Leased Premises or non-conformance with any applicable code, statute, ordinance or regulation that pre-existed the completion of the restoration of the Leased Premises. Lessee shall at all times during the term of the Lease, maintain the Leased Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Leased Premises in good condition, except as noted in the following paragraph. Lessee shall undertake these responsibilities at its own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Leased Premises, other than as stated in this Lease. Lessee shall not permit any waste, damage or injury to the Leased Premises; use the Leased Premises for anything that will increase the rate of fire insurance; maintain anything on the Leased Premises that may be hazardous to life or limb; overload the floors; permit any objectionable noise or odor, if not in keeping with existing park activities and applicable state and local laws, to escape or to be emitted from the Leased Premises; permit anything to be done on the Leased Premises that may in any way tend to create a nuisance, or use or permit the Leased Premises to be used for lodging or sleeping purposes.

15.2 For HVAC/Heating maintenance, plumbing, electrical, pest control, roof maintenance, exterior painting, foundation, furnace maintenance and any general maintenance repairs, HWW shall pay the first \$1,000 of costs annually. In the event additional repairs are required, the City will pay such costs and all such work shall be at the discretion of the City and made in compliance with City purchasing requirements.

15.3 Janitorial Services. HWW shall be responsible for janitorial services for the Leased Premises.

16. Contractor's Bonds. At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition made to the Leased Premises solely by HWW, to secure and maintain, at no cost to the City, a contract or performance bond,

payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and material-men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

17. Alterations. Prior to the Lessee's construction, alteration, replacement, removal or major repair of any improvements on the Leased Premises, the Lessee shall submit to the City plans and specifications which describe the proposed activity. Construction shall not commence until the City has approved those plans and specifications in writing. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the Lessee otherwise within sixty (60) days. At the time the Lessee submits the proposed plans and specifications, the Lessee will declare if the Lessee intends for the improvements to remain at the Leased Premises at the conclusion of the Lease. If the Lessee makes such declaration, the City shall declare that the Lessee must remove the improvements upon the termination of the Lease at the Lessee's expense or that the improvements shall remain at the Leased Premises at no removal-expense to Lessee. Upon completion of construction, the Lessee shall promptly provide the City with as-built plans and specifications. Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority in the construction of any improvements or repair, and to save the Lessor harmless from damage, loss or expense. After notice of termination of this Lease, and upon Lessor's request or Lessor's approval, the Lessee shall remove such improvements and restore the Leased Premises to its original condition not later than the termination date, at Lessee's sole cost and expense. If the Lessee-Owned improvements remain on the Leased Premises or Property after the termination date without the City's consent, they will become the property of the City, but the City may remove them and the Lessee shall pay the cost of removal and disposal upon the City's demand.

18. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Leased Premises in addition to the access required for environmental matters in Section 8.

19. Condemnation. In the event of the taking of the Leased Premises by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed terminated as of the date the condemning authority elects to take possession. Lessee shall have no claim to, nor shall it be entitled to, any portion of any condemnation award for damages to the Leased Premises or relocation costs.

20. Fire and Other Casualty. In the event that the Leased Premises are destroyed or damaged by fire, earthquake, flood or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Leased Premises untenable by the Lessee in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Leased Premises are untenable shall be made by the Lessor, after discussion with Lessee on the feasibility of repair.

21. Signs. All signs or symbols placed on the Leased Premises by Lessee shall be in coordination with the Lessor and shall be subject to the prior approval of Lessor and conformance with City code. Lessor reserves the right to co-locate its signs and/or logos on the interior and exterior of the building. In the event Lessee shall place signs or symbols on the Leased Premises not acceptable to Lessor, Lessor may demand immediate removal of such signs or symbols and Lessee shall remove such signs or symbol within 24 hours of notice from Lessor. Any signs placed on the Leased Premises shall be removed on termination of this Lease and any resulting damage to the Leased Premises caused by such sign or symbol shall be repaired by Lessee.

22. Default and Termination.

22.1 In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Leased Premises; then, in such event, Lessor, at its option, may terminate this Lease together with all of the estate, right, title and interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Leased Premises using such force as may be required.

22.2 Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; Provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for performance, then Lessor shall not be in breach if Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion.

23. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise.

This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

24. Surrender of Leased Premises. Upon expiration or termination of this Lease, including any extensions thereof, Lessee shall quit and surrender the Leased Premises without notice, and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee.

25. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

26. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

27. Assignment and Subletting. The Lessee shall not, under any circumstances whatsoever, assign this Lease or sublet Leased Premises.

28. Disputes, Governing Law. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Lease which cannot be resolved between the parties within a reasonable period of time, any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

29. Time is of the Essence. Time is of the essence as to each and every provision of this Lease.

30. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party. In addition, the Lessee agrees to pay all of the Lessor's attorneys' fees and costs necessitated by the Lessee's failure to comply with any of the provisions of this Agreement, including but not limited to notices, legal fees and costs arising from third party actions against the Lessor arising from acts or omissions of the Lessee related to this Agreement. The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.

31. Notices. Notices required to be in writing under this Lease shall be sent by registered or certified mail as follows:

Attn: Lindsey Johnson
HWW Executive Director
3110 Judson Street #99
Gig Harbor, WA 98335
(253) 514-0187

Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6127

32. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

33. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2014.

CITY OF GIG HARBOR

HARBOR WILDWATCH

By: _____
Its Mayor

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and

Exhibit A

Map of Leased Premises



EXHIBIT B

SCOPE OF SERVICES

1. Operation of Visitor Information Center. HWW shall operate the City's Visitor Information Center.

2. Hours. HWW shall keep the Visitor Information Center open for no less than 980 hours over the term of this Lease and will maintain the following hours:

April 1 - September 30: Wednesday through Sunday from 10am to 4pm

October 1 - March 30: Thursday through Saturday from 10am to 4pm

HWW may choose to close the visitor center between December 22 and the day after Martin Luther King day each year. HWW may choose to close the visitor center on nationally recognized holidays. Additional closure days can be agreed upon mutually on a case by case basis.

3. City Assistance. In order to facilitate HWW's operation of the Visitor Information Center, the City shall provide the following assistance:

- The City will provide visitor information materials. The Visitor information materials may be stored on premises.
- The City will train Visitor Information Center volunteers
- The City will provide Visitor Information Center furnishings.
- The City will place Visitor Information Center signage will be placed near the entrance.

4. Reporting. HWW shall provide the City with an accounting of volunteer hours, visitor inquiries and number of referrals to local hotels on a monthly basis.

5. Record keeping. HWW shall provide the City with a written report and supporting documentation of the activities performed by HWW during the prior year by March 31 of each year. HWW shall review and reevaluate with the City HWW's performance of the activities described in this scope of services. In the event the City determines that HWW does not perform as required by this Lease, the City may institute the procedures set forth in Section 22 to demand remedy of the default and terminate the Lease.



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

Subject: Wastewater Treatment Plant
Biosolids Disposal & Transportation – Contract
Award

Approve and authorize the Mayor to sign the contract with Natural Selection Farms for Beneficial Use of Biosolids, substantially in the form attached for Biosolids Disposal and Transportation from the Gig Harbor Wastewater Treatment Plant.

Dept. Origin: Public Works/Wastewater
Treatment Plant

Prepared by: Darrell Winans, Supervisor *DW*
Wastewater Treatment Plant

For Agenda of: June 9, 2014

Exhibits: Contract

Initial &
Date

Concurred by Mayor: *6/6/14 via email*
Approved by City Administrator: *RW 6/6/14*
Approved as to form by City Atty: *ok'd via email*
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure Required	\$57,375	Amount Budgeted	\$70,861.27	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Resulting from an immediate shut down of our disposal site to biosolids generators of less than 40 tons per week, we have been forced to rapidly locate another Beneficial Use Facility (BUF). We had only 10 days from the receipt of notification to secure a new facility. Through past research and very recent investigation, the choice of Natural Selection Farms as a new BUF will meet the City's current and future needs, incurring marginal financial changes. The Department of Ecology supports their application practices and they have a stable business plan. They are able to supply full biosolids management services and meet the majority of our transportation needs.

FISCAL CONSIDERATION

The 2014 City Wastewater Treatment Plant Utilities/Sludge Disposal budget provides sufficient funds to complete this work.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to sign the contract with Natural Selection Farms for Beneficial Use of Biosolids, substantially in the form attached for Biosolids Disposal and Transportation from the Gig Harbor Wastewater Treatment Plant.

**AN AGREEMENT BETWEEN THE
CITY OF GIG HARBOR, WASHINGTON, AND
NATURAL SELECTION FARMS, INC.,
FOR THE BENEFICIAL USE OF BIOSOLIDS**

This Contract is made and entered into as of the ___ day of _____, 2014, (the "Effective Date") by and between the City of Gig Harbor, a Washington municipal corporation (the "Generator"), and Natural Selection Farms, Inc., ("NSF"), a Washington corporation.

Whereas, the Generator produces sewage sludge in the form of solid biosolids (hereinafter collectively referred to as "biosolids") as a by-product of its sanitary sewage treatment process at the Gig Harbor Wastewater Treatment Plant, 4216 Harborview Dr., Gig Harbor, Washington, and desires to recycle biosolids from the plant for beneficial use; and

Whereas, NSF has the ability to perform land application of biosolids in an approved manner at appropriate sites; and

Whereas, NSF and Generator now wish for NSF to perform the land application of biosolids tendered by Generator to NSF in accordance with the terms more fully set forth herein;

Now, therefore, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. Purpose. Generator and NSF enter into this Contract to establish terms and conditions for NSF to receive Generator's biosolids and perform the land application of biosolids produced by Generator and tendered to NSF.
2. Generator's Obligations. Generator shall be obligated to perform the following with respect to biosolids currently located at the Generator's facilities in Gig Harbor, Washington, in such quantities as the parties may mutually agree upon:
 - a. schedule loading of biosolids onto NSF trucks or trucks arranged for by NSF, at a time mutually agreeable to Generator and NSF; provided, that Generator shall make available a loader and operator to load NSF's trucks in a timely and proper fashion;
 - b. ensure that the tendered biosolids meet federal, state and local standards governing land application of biosolids as the same currently exist and as they may be modified or altered from time to time, and as set forth herein at Section 3;
 - c. test the tendered biosolids for the parameters set forth on the attached Exhibit A in accordance with best available testing procedures and

- applicable federal, state, and local laws and regulations and provide NSF all information required by law or that otherwise is necessary for NSF to use and manage application of the biosolids in a safe, consistent, and reliable manner, including providing to NSF test results confirming acceptable compliance with all applicable trace metal and pathogen standards as well as confirming percent solids by weight and nitrogen content as expressed by total Kjeldahl nitrogen (TKN);
- d. pay NSF service fees as provided in Section 6 below;
 - e. pay all costs, whether in the form of fees, levies, or other charges, charged by any local agency related to the importation, management, disposal, or use of biosolids tendered to NSF under this Contract. In the event that any such cost or fee is charged to NSF, Generator agrees to timely pay the same prior to delinquency promptly upon presentation of any invoice therefor submitted to Generator by NSF; and
 - f. pay such amounts as may be reasonably incurred by NSF in order for NSF to efficiently accept and load Generator's biosolids, provided that the parties presently contemplate that this charge will be mutually agreed upon in advance. The failure to so agree will relieve NSF of any further obligation to accept biosolids pursuant to this Contract but will not otherwise alter the remaining rights and obligations of the parties hereunder.
3. Generator's Covenants and Warranties. The Generator warrants that all biosolids tendered to NSF shall comply with all specified testing standards and results stated herein and all requirements under federal, state and local laws and regulations applicable to the land application of biosolids, as the same currently exist and as they may be modified or altered from time to time.
4. NSF's Obligations. Subject to Section 7 below, NSF shall:
- a. receive biosolids at the Generator's Gig Harbor facilities located at 4216 Harborview Dr., Gig Harbor, Washington, for application and use thereof on agricultural lands in Eastern Washington as a nutrient based soil amendment, compost ingredient or other permitted beneficial use, and
 - b. provide all of the facilities, equipment, and personnel necessary for such work, and perform the application of Generator's biosolids in compliance with all applicable local, state, and federal regulations.
5. NSF's Covenants and Warranties. NSF warrants and represents that it has the business, professional, and technical expertise to use and manage the application of biosolids and shall at all times do so in a prudent and workmanlike manner. Furthermore, NSF warrants and represents that it has the equipment (subject to

the terms of paragraph 2(f) above), plant and employee resources required to perform this contract. Such equipment shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition fit for use as required.

6. Billing and Payment.

- a. Billing. NSF shall provide to the Generator, by the thirtieth (30th) day after acceptance of the Generator's biosolids, a statement in a format that is mutually agreeable to NSF and the Generator, detailing the number of wet tons/gallons (as applicable) of biosolids accepted by NSF. The method of determining tonnage shall be by public or private certified truck scales as may agreeable to both parties. The scale charge for weighing on the truck scales shall be reimbursed to NSF by the Generator promptly upon demand by NSF.
- b. Service Fees. The Generator shall pay NSF's service fees as provided herein. Generator shall pay NSF the sum of \$78.29 per wet ton to receive the Generator's biosolids from the Generator's wastewater treatment plant at Gig Harbor, Washington, for use at a beneficial use land application facility selected by NSF, in NSF's sole discretion. Of this amount, \$XX.XX shall on the date of execution be allocated to fuel-related charges and \$XX.XX shall on the date of execution be allocated to non-fuel-related charges.

These minimum service fees will be adjusted from time to time as set forth herein.

- c. Loading. NSF will charge a standby fee of \$45.00 per hour (calculated in 15 minute increments), for trucks that are delayed in loading in excess of two (2) hours if said delay is due to the actions or failure to act of Generator. These fees will be charged, as applicable, in addition to the service fee described in paragraph 6(b), above, and will also be subject to adjustment from time to time as set forth herein.
- d. Price Adjustment for Change in Law. NSF may, after notice to Generator, increase the minimum service fee by one hundred percent (100%) of NSF's reasonable actual increased costs of performing its obligations under this Contract due to a change in law. For purposes of this section, a "change in law" includes new laws, regulations, ordinances of general application and modifications of them; new decisions of tribunals, either judicial or administrative, and any modifications of them; or the imposition of any material conditions on the renewal of any permit, license or approval which makes the transportation, storage, land application or other management of

biosolids more burdensome financially than under the requirements in effect at the Effective Date; a “change in law” shall include, without limitation, a determination that performance by NSF of the terms of this Contract requires that NSF pay prevailing wage rates, as may be required by law; it being a basis of the price terms in this Contract that NSF is and shall not be required to pay prevailing wage rates. Whether or not a change in law material to this Contract has occurred shall be determined by NSF, in NSF’s sole discretion. Such increase in service fees may occur only for reasonable costs that are actually incurred, and shall not be allowed for any cost increases that are in any way attributable to activities caused by NSF or its subcontractors, employees, or agents, or are otherwise within NSF’s control. In the event Generator does not approve an increase for a change in law as provided for herein, then NSF, at its option, may terminate this Contract upon written notice and with no further obligation to Generator.

- e. In the event of any material change in the nature of the biosolids subject to this Contract, including but not limited to any deviation from the test parameters set forth above, or in the event of any other change in circumstances that causes an increase in NSF’s cost or the time and equipment required for performance of any part of the work under this Contract, an equitable adjustment in the service fee, the delivery schedule, or both shall be made and, if the same shall be acceptable to Generator and NSF, the Contract shall be modified in writing accordingly. If no such change may be agreed upon by the parties, then NSF shall be entitled, at its option, to terminate this Contract upon written notice and with no further obligation to Generator.

- 7. Conditions Precedent. The obligations of NSF hereunder are strictly contingent upon NSF obtaining all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.
- 8. Term and Extension; Adjustment of Fees. The term of this Contract shall expire on midnight, December 31, 2019; provided, however, that this term shall be automatically extended for one additional five-year term, expiring on midnight, December 31, 2024, unless notice of non-renewal is provided by either party to the other party by not later than November 1, 2019.

The non-fuel-related service fee set forth above shall be adjusted annually on the yearly anniversary date of this Contract, beginning one year after the date of execution. Said adjustment shall be dictated by, and directly proportional to, the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for all U.S. cities over the same period of time.

The fuel-related service fee set forth above shall be adjusted quarterly, beginning three months after the date of execution and continuing every three months thereafter. Said adjustment shall be dictated by, and directly proportional to, the percentage change in the data found in the Bureau of Labor Statistics Producer Price Index-Commodities Data for #2 diesel fuel (Series ID: WPU057303), or its successor index, as found at www.bls.gov.

9. Insurance; Waiver of Subrogation. At all times during the term of this Contract, NSF shall maintain an insurance policy that insures all aspects of NSF's operation hereunder, regardless of what insurance the Generator may maintain, and which shall provide limits of liability of not less than \$2,000,000 comprehensive bodily injury and property damage. It is further agreed that certificates of insurance showing all of said coverage and endorsements shall be provided to the Generator, and that the Generator shall be named as an additional insured thereon.

The parties hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage otherwise available.

10. Termination; Default.

- a. NSF may terminate this Contract if:
- i. the Generator fails to make any payment required hereunder within fifteen (15) days after receiving notice of nonpayment from NSF;
 - ii. the Generator breaches any material representation or warranty set forth herein;
 - iii. the Generator defaults in the performance of any other obligation of the Generator under this Contract and fails to cure such default within thirty (30) days after receiving written notice thereof from NSF;
 - iv. any applicable law or governmental regulations or other circumstances outside NSF's control cause the services required of NSF to be economically unfeasible for NSF, or NSF is otherwise prohibited from providing the services required of it by the Contract; or
 - v. as provided in Section 6(d) and 6(e) above.
- b. Generator may terminate this Contract if:
- i. NSF breaches any material representation or warranty set forth herein;

- ii. NSF defaults in the performance of any other material obligation of the Generator under this Contract and fails to cure such default within thirty (30) days after receiving written notice thereof from the Generator;
 - iii. NSF fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the transportation or use of biosolids and fails to cure such non-compliance within thirty (30) days after receiving written notice from the appropriate agency or court; or
 - iv. as provided in Section 6(d) and 6(e) above.
11. Non-conforming Biosolids. NSF shall be entitled to inspect and analyze each load of biosolids tendered by the Generator. NSF's right to verify Generator's biosolids testing under this section is entirely discretionary and imposes no duty on NSF. Generator bears sole responsibility under this Contract for tendering only biosolids that conform to the warranty standards set forth in Section 3 above. If NSF tests Generator's biosolids and the biosolids are found to be non-conforming, Generator shall pay NSF's commercially reasonable costs incurred in the testing. If NSF determines that the biosolids do not conform to the warranty standards set forth in Section 3 above, it may reject the biosolids by notifying the Generator in writing, with documented test results. Timely removal (if necessary) and disposal of biosolids rejected according to these warranty standards shall be at the Generator's sole cost and responsibility; provided that if NSF rejects biosolids as non-conforming, NSF reserves the right to transport the biosolids to a disposal site or to return the biosolids to Generator's site, and to collect from Generator any commercially reasonable expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.
12. Indemnification.
- a. NSF agrees to defend, indemnify and hold Generator harmless from and against: (I) any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, ("Losses") caused by or resulting from NSF's breach of this Contract; and (II) any and all Losses caused by or resulting from NSF's intentional or negligent act or omission in the performance of its duties as described in this Contract.
 - b. Generator agrees to defend, indemnify and hold NSF harmless from and against: (I) any and all Losses caused by or resulting from Generator's breach of this Contract (specifically including any breach of Generator's obligation to tender only biosolids that conform to the warranty standards set forth above); and (II) any and all Losses caused by or resulting from Generator's intentional or negligent act or omission in the performance of its duties as described in this Contract.

Notwithstanding any other provision herein, the obligations created by this section shall survive any termination of this Contract.

13. Safety Standards and Instruction. NSF shall provide adequate training of its personnel involved in management of biosolids. NSF shall inform its personnel that sewage treatment plants process sanitary and industrial waste that any workers involved in biosolids management may be exposed to pathogens, and that such workers should follow proper hygiene and workplace safety practices.
14. Compliance with Laws. The Generator and NSF shall each fully comply with all applicable laws, ordinances, decisions, orders, rules or regulations of any government or governmental agency pertaining to its handling, storage, transportation, treatment, use or management of the biosolids.
15. Disputes, Governing Law, Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If litigation arises concerning the interpretation of any of the terms of this Contract, venue for such litigation shall be in the Superior Court of the State of Washington in Yakima County. The prevailing party in any legal action brought to enforce this Contract shall be entitled to reasonable attorney's fees incurred therein.
16. Savings. If any part of this Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding, unless such invalidity or unenforceability destroys the purpose and intent of this Contract.
17. Independent Contractor, No Partnership. Each party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee, partner or servant of the other party.
18. Force Majeure. Should either party be prevented wholly or in part from performing its respective obligations under this Contract by a cause reasonably outside of and beyond the control of the party affected thereby, including but not limited to war, government regulation, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligations are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.
19. Non-Waiver. Either party's failure to strictly enforce its rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

20. Assignment. This Contract shall not be assignable by either party without the written consent of the other, which shall not be unreasonably withheld.
21. Notices. All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

Mr. Darrell Winans
Wastewater Treatment Plant Supervisor
4216 Harborview Dr.
Gig Harbor, WA 98335

If to NSF, addressed to:

Natural Selection Farms
P.O. Box 419
Sunnyside, WA 98944

With a copy addressed to:

Kenneth W. Harper
Menke Jackson Beyer, LLP
807 N. 39th Ave.
Yakima, WA 98908

Or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the U.S. Mail.

22. Equal Employment Opportunity Requirements. NSF will not discriminate against any employee or applicant for employment because of creed, color, race, sex, age, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification.
23. No Third Party Beneficiary. This Contract is entered into solely for the benefit of the parties hereto. This Contract shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Contract.
24. Parties and Successors. Subject to the limitations on assignment provided in this Contract, this Contract shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

25. Counterparts/Facsimile. This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile transmissions of any signed original document, and re-transmissions of any signed facsimile transmissions, shall be the same as delivery of an original.
26. Entire Contract, Amendment. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except by a writing signed by both parties.

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

NATURAL SELECTION FARMS, INC.,
A Washington corporation

CITY OF GIG HARBOR,
a Washington municipal corporation

By: _____
Ted Durfey,
President

By: _____
Name: _____
Title: _____



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

Subject: Public Hearing on Ordinance No. 1290 – Moratorium on Marijuana Related Uses – GHMC 17.63

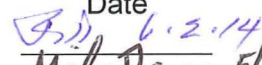
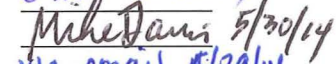
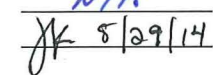
Proposed Council Action: Hold public hearing. No action is needed after the hearing unless the Council desires to make additional findings or terminate the ordinance. If Council desires to make additional findings, Council should direct staff to return with an amended ordinance incorporating the additional findings.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, AICP Senior Planner 

For Agenda of: June 9, 2014

Exhibit: Ordinance No. 1290

	Initial & Date
Concurred by Mayor:	 6.2.14
Approved by City Administrator:	 5/30/14
Approved as to form by City Atty:	via email 5/29/14
Approved by Finance Director:	N/A
Approved by Department Head:	 5/29/14

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

Initiative 502 was approved by the voters of Washington State in November of 2012, approving recreational marijuana use for adults. The Washington State Liquor Control Board (WSLCB) 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.

In January 2014, the Washington State Attorney General (AG) issued an advisory opinion identifying that cities are not pre-empted by the passage of I-502 to define land use regulations appropriate for the citing of such uses.

Additionally, the Court of Appeals, on March 31, 2014 in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses.

Staff has been in discussions between the Office of the Superintendent of Public Instruction (OSPI), the Peninsula School District, the City of Gig Harbor, and the WSLCB regarding areas of concern pertaining to the siting of retail locations and nearby non-traditional educational sites funded by OSPI but not recognized in the permitting of licenses by WSLBC.

On April 14, 2014 City Council approved Ordinance No. 1290 immediately establishing an emergency moratorium for all marijuana related uses within the City of Gig Harbor. This ordinance will stay in effect until permanent regulations are adopted.

The Public Hearing is specific to the adopted moratorium, Ordinance No. 1290, as attached. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the Council is required to hold a public hearing on Ordinance No. 1290 within 60 days of passage. Section 6 of the Ordinance set a public hearing date of June 9, 2014, to take additional testimony. After the hearing, the council has the option of adopting additional findings justifying the interim amendments if desired.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Hold public hearing. No action is needed after the hearing unless the Council desires to make additional findings or terminate the ordinance. If Council desires to make additional findings, Council should direct staff to return with an amended ordinance incorporating the additional findings.

ORDINANCE NO. 1290

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ESTABLISHING AN IMMEDIATE EMERGENCY MORATORIUM ON THE SITING, ESTABLISHMENT AND OPERATION OF ANY STRUCTURES OR USES RELATING TO ALL MARIJUANA RELATED USES; ESTABLISHING AN IMMEDIATE EMERGENCY MORATORIUM ON THE SUBMISSION OF ANY BUSINESS LICENSE APPLICATIONS FOR SUCH USES; SETTING SIX MONTHS AS THE EFFECTIVE PERIOD OF THE MORATORIUM; SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM; AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM.

WHEREAS, Washington voters approved Initiative 502 (I-502) in 2012, which, among other provisions, allows persons 21 years old and older to legally possess one-ounce of useable marijuana; and

WHEREAS, I-502 legalizes the production, processing, and retail sales of marijuana and directs the Washington State Liquor Control Board (WSLCB) to promulgate rules for the issuance of licenses by the WSLCB to such producers, processors, and retailers; and

WHEREAS, the WSLCB adopted rules pertaining to licensing of the producers, processors, and retailers, promulgated at chapter 314-55 of the Washington Administrative Code; and

WHEREAS, on September 23, 2013, the City Council approved Ordinance No. 1271 regulating marijuana-related uses in the City, codified at chapter 17.63 of the Gig Harbor Municipal Code; and

WHEREAS, the Washington State Attorney General issued an advisory opinion in January 2014 that states municipalities can prohibit state-licensed marijuana business within a city's boundaries or impose zoning and other land use regulations pertaining to such businesses; and

WHEREAS, discussions between the Office of the Superintendent of Public Instruction (OSPI), the Peninsula School District, the City of Gig Harbor, and the WSLCB have brought to the City's attention areas of concern regarding non-traditional educational sites funded by OSPI but not recognized in the permitting of licenses by WSLBC; and

WHEREAS, on March 31, 2014, the Court of Appeals, Division I, in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses; and

WHEREAS, the City Council may adopt an immediate moratorium for a period of up to six months on the acceptance of certain development permit applications as long as the City Council holds a public hearing on the proposed moratorium within sixty days after adoption (RCW 35A.63.220, RCW 36.70A.390); and

WHEREAS, unless a zoning moratorium is imposed, marijuana related uses may seek to locate within the City of Gig Harbor while the City lacks the necessary tools to ensure that the location is appropriate and that the reported secondary impacts of such facilities, which include but are not limited to, citing near sensitive students and uses, are minimized and mitigated; and

WHEREAS, the City Council desires to impose an immediate six month moratorium on the acceptance of any development permit application or business license application for the siting, location or operation of any marijuana related use; Now, therefore,

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

Section 1. Marijuana Definitions.

A. "Collective garden" means any place, area, or garden where qualifying patients engage in the production, processing, and delivery of marijuana for medical use as set forth in Chapter 69.51A RCW and subject to the limitations therein, and as further limited by case law.

B. "Marijuana" means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than 0.3 percent 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 are incapable of germination.

C. "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.

D. "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.

E. "Marijuana related use" means any use where a marijuana producer, marijuana processor, marijuana retailer, or collective garden are established or proposed.

F. "Marijuana retailer" means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana infused products in a retail outlet.

Section 2. General Definitions.

A. "Exempt development permits" shall include any permit application for a structure or use/operation of property for any marijuana related use, as defined in this ordinance, that is subject to the vested rights doctrine, and that was submitted to the City and determined by the City staff to be complete on or before the effective date of this ordinance.

B. "Non-Exempt development permits or non-exempt business license" shall include any permit or business license application for a structure or use/operation of property for any marijuana related use, as defined in this ordinance, that is:

1. a permit application that is not subject to the vested rights doctrine and/or that was submitted to the City after the effective date of this Ordinance; and/or

2. a business license application for use/operation of property for marijuana production, marijuana processing or marijuana retailing, as defined in this Ordinance that was submitted to the City either before or after the effective date of this Ordinance.

Section 3. Preliminary Findings. The recitals set forth above are hereby adopted as the Gig Harbor City Council's preliminary findings in support of the moratorium imposed by this ordinance. The Gig Harbor City Council may, in its discretion, adopt additional findings after conclusion of the public hearing referenced in Section 6 below.

Section 4. Moratorium Imposed. The City Council hereby imposes an immediate six-month moratorium on the acceptance of all non-exempt development permits and business license applications, as defined in this ordinance. All such non-exempt development permit and business license applications shall be rejected and returned to the applicant. With regard to the City's acceptance of any exempt development permit applications, such acceptance shall only allow processing to proceed, but shall not constitute an assurance that the application will be approved.

Section 5. Duration of Moratorium. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as

contemplated by Section 6 herein), the moratorium set forth in this ordinance shall be in effect for a period of six months from the date this ordinance is passed and shall automatically expire on that date unless the same is extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the Gig Harbor City Council.

Section 6. Public Hearing. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption. The Council shall hold this hearing on June 9, 2014, at 5:30 p.m. or as soon thereafter as the business of the City Council shall permit. The City Council may adopt additional findings justifying the continued maintenance of the moratorium or termination of the moratorium after the close of the hearing or during the next City Council meeting immediately following.

Section 7. Referral to Planning Director. The Gig Harbor Planning Director is hereby authorized and directed to develop a draft ordinance to amend chapter 17.63 of the Gig Harbor Municipal Code regarding I-502 marijuana uses, including but not limited to amending the definition of "secondary school", and prohibiting collective gardens consistent with the recent ruling in *Cannabis Action Coalition v. City of Kent* identified above. The Planning Director shall transmit the draft ordinance to the Department of Commerce and issue a SEPA determination. The draft ordinance shall be presented for direct consideration to the by the City Council during a regular meeting in July or August of 2014. The City Council shall hold a properly noticed public hearing on the draft ordinance prior to its adoption.

Section 8. Transmittal to Department. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 9. 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.

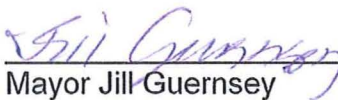
Section 10. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of development applications for any marijuana related uses, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City in an attempt to vest rights for an indefinite period of time.

Section 11. Publication. This ordinance shall be published by an approved summary consisting of the title.

Section 12. Effective Date. This ordinance shall take effect and be in full force and effect immediately upon passage as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 14th day of April, 2014.

CITY OF GIG HARBOR



Mayor Jill Guernsey

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela G. Summerfield

FILED WITH THE CITY CLERK: 04/11/11
PASSED BY THE CITY COUNCIL: 04/14/11
PUBLISHED: 04/23/14
EFFECTIVE DATE: 04/14/14
ORDINANCE NO: 1290



**Pierce County, Washington
RESOLUTION NO. 14-03**

**A RESOLUTION OF THE PENINSULA SCHOOL DISTRICT NO. 401 SUPPORTING
THE ENACTMENT OF MORE RESTRICTIVE REGULATIONS ON MARIJUANA
BUSINESSES WITHIN THE CITY OF GIG HARBOR**

WHEREAS, in 2012, the citizens of Washington voted to legalize marijuana for recreational use, and in doing so joined Colorado as the only other state in which recreational marijuana use is legal; and

WHEREAS, marijuana remains a Schedule 1 controlled substance under the Federal Controlled Substances Act, meaning that under Federal law it is considered to have no currently accepted medical use in the United States, a lack of accepted safety for use under medical supervision, and a high potential for abuse; and

WHEREAS, the Washington State Liquor Control Board (LCB) has developed regulations for the licensing of marijuana producers, processors, and retailers; and

WHEREAS, the LCB regulations prohibit marijuana businesses from locating within 1,000 feet of sensitive uses like parks, transit facilities, and schools; and

WHEREAS, in September 2013, the Gig Harbor City Council passed an ordinance enacting a new chapter 17.63 to the Gig Harbor Municipal Code, which confined marijuana businesses to certain zones of the city; and

WHEREAS, under the Municipal Code and the LCB regulations, a "school" is defined to include only educational facilities recognized by the Washington State Superintendent of Public Instruction (OSPI); and

WHEREAS, the Peninsula School District operates non-traditional school facilities and programs that serve secondary students, including the Community Transition Program (CTP) and Internet Academy (PIA), which are not recognized as traditional "schools" by OSPI but nevertheless have students in attendance on a daily basis; and

WHEREAS, the CTP and PIA are located within the General Business (B-2) zone within the City of Gig Harbor, which allows marijuana businesses without any restrictions other than compliance with state law; and

WHEREAS, the State Attorney General issued a written opinion in January 2014, stating that local communities may choose whether to allow state-licensed marijuana uses within their boundaries; and

WHEREAS, the Washington State Court of Appeals has recently determined that marijuana "collective gardens" are illegal under state law; and

WHEREAS, in response to these new developments in the law, on April 14, 2014, the Gig Harbor City Council enacted a six-month emergency moratorium on the licensing of marijuana businesses; and

WHEREAS, the Board of Directors believes it is unacceptable for a marijuana business to locate in proximity to any educational facility that serves students, even if that facility is not formally defined as a "school;" and

WHEREAS, marijuana use by students causes extreme harm by damaging developing brains, creating opportunities for abuse and addiction, lowering school attendance and performance, and contributing to high-risk behavior; and

WHEREAS, according to the 2012 Healthy Youth Survey, teen marijuana use within the District community is already higher than the state average and perceived risk of using marijuana is lower than the state average; and

WHEREAS, marijuana legalization, even where use is restricted to individuals over the age of 21, sends the wrong message to students: that use of marijuana is a harmless and even worthwhile pursuit; and

WHEREAS, legal retail sales can be expected to increase the availability of marijuana and use by students; and

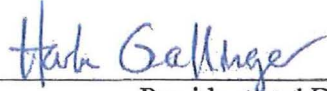
WHEREAS, while the legalization of marijuana remains the law of this state, the Board of Directors urges the City of Gig Harbor to enact greater restrictions on the siting of marijuana collective gardens and businesses.

NOW, THEREFORE, the Board of Directors of the Peninsula School District No. 401 does hereby resolve that to protect the health, safety, welfare of students, the availability of and access to marijuana should be severely restricted within the community. The Board urges the City of Gig Harbor to enact additional restrictive regulations on marijuana businesses, up to and including a complete ban on collective gardens and new marijuana businesses within the City.

The Board further resolves that the District will increase efforts to educate students and parents about the dangers of using alcohol and drugs, including marijuana.

ADOPTED by the Board of Directors of Peninsula School District No. 401, Pierce County, Washington, at a regular meeting thereof, held this 22nd day of May, 2014.

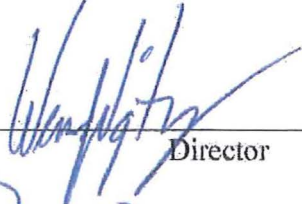
PENINSULA SCHOOL DISTRICT 401
PIERCE COUNTY, WASHINGTON



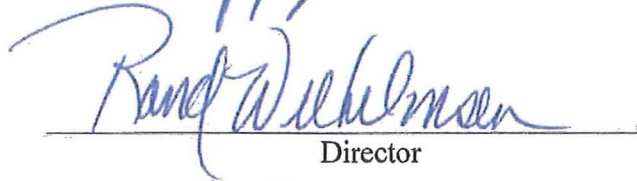
President and Director



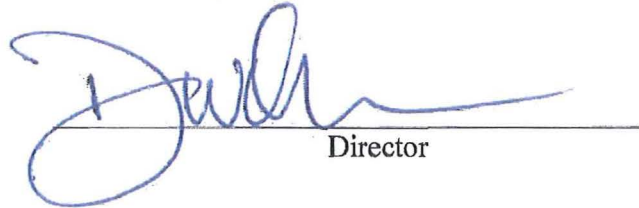
Director



Director

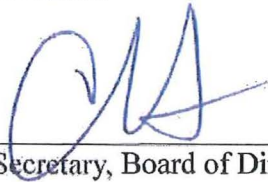


Director



Director

ATTEST:



Secretary, Board of Directors



**Chapel Hill Presbyterian Church
Unanimous Written Resolution of the Session**

Whereas, the Peninsula School District No. 401 has adopted the following resolution in summary:

RESOLUTION NO. 14-03: A RESOLUTION OF THE PENINSULA SCHOOL DISTRICT NO. 401 SUPPORTING THE ENACTMENT OF MORE RESTRICTIVE REGULATIONS ON MARIJUANA BUSINESSES WITHIN THE CITY OF GIG HARBOR

“NOW, THEREFORE, The Board of Directors of the Peninsula School District No. 401 does hereby resolve that to protect the health, safety, welfare of students, the availability of and access to marijuana should be severely restricted within the community. The Board urges the City of Gig Harbor to enact additional restrictive regulations on marijuana businesses, up to and including a complete ban on collective gardens and new marijuana businesses within the City.”

Therefore, we, the undersigned, being members of the Elder Board of Chapel Hill Presbyterian Church, do hereby concur with the recommendation of the Peninsula School District of Pierce County Washington, RESOLUTION NO. 14-03, effective Thursday, May 22, 2014.

A handwritten signature in cursive script that reads "Dr. Mark Toone".

(Moderator of Session)

A handwritten signature in cursive script that reads "Arthur D. Shaver".

(Chair of Session)

Mark D. Nelson

253-238-5120
mnelson@dpearson.com

June 5, 2014

The City of Gig Harbor
2510 Grandview Street
Gig Harbor, WA 98335

RE: Ordinance 1490-Public Comment
Proposed Changes to GHMC 17.63.020 and 17.63.030

Dear Madam Mayor and Councilmembers,

Initiative 502 was passed by the people of Washington State in 2012. The stated intent of the people in enacting I-502 was to,

. . . stop treating adult marijuana use as a crime and try a new approach that:

- (1) Allows law enforcement resources to be focused on violent and property crimes;
 - (2) Generates new state and local tax revenue for education, health care, research, and substance abuse prevention; and
 - (3) Takes marijuana out of the hands of illegal drug organizations and brings it under a tightly regulated, state-licensed system similar to that for controlling hard alcohol.
- This measure authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one years of age and older, and add a new threshold for driving under the influence of marijuana.

In accord with the voters of Washington State, the City of Gig Harbor approved Ordinance No.1271 regulating marijuana-related uses in the City in September 2013.

However, on April 14, 2014, the Gig Harbor City Council adopted Ordinance No. 1290 establishing an immediate emergency moratorium on marijuana uses in the city. The ordinance was approved to allow the City time to address concerns about non-traditional educational sites within the City and address the prohibition of collective gardens pursuant to recent changes to Washington law after *Cannabis Action Coalition v. City of Kent*. The moratorium is temporary and directs staff to address the above stated issues prior to expiration of the moratorium.

To address concerns about non-traditional educational sites within the City, please consider the following amendments to the GHMC Chapter 17.63. First, to clarify the status of non-traditional educational sites within the city, the following definition should be added to GHMC 17.63.020:

“Non-traditional educational sites” means facilities operated by a local school district which are funded by the Washington State Office of the Superintendent of Public Instruction (OSPI) but are not elementary or secondary schools as defined by WAC 314-55-010(5) or WAC 314-55-010(21).

Next, the council should enact a 500 foot buffer between non-traditional educational sites and marijuana uses. To that end, the following provisions should be added to GMHC 17.63.030:

No marijuana processor, marijuana producer, or marijuana retailer shall locate within 500 feet, measured in the manner set forth in WAC 314-55-050(10), from a non-traditional educational site as defined in GHMC 17.63.020.

The above changes satisfy the intent of I-502, the will of the people, and the city’s interest in sensitive land uses such as those presented by a non-traditional educational site. Attached to this document is a draft proposed ordinance. Please note that in an attempt to remain consistent with Washington Law, sections of the code relating to collective gardens have been stricken from the proposed ordinance.

I look forward to addressing the council. Please don’t hesitate to contact me if further information is necessary.

DAVIES PEARSON, P.C.



Mark D. Nelson WSBA 37833

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; AMENDING SECTIONS 17.63.020 AND 17.63.030 OF THE GIG HARBOR MUNICIPAL CODE CHAPTER 17.63

WHEREAS, Washington voters approved Initiative 502 (I-502) in 2012, which, among other provisions, allows persons 21 years old and older to legally possess one ounce of useable marijuana; and

WHEREAS, I-502 legalizes the production, processing, and retail sales of marijuana and directs the Washington State Liquor Control Board (WSLCB) to promulgate rules for the issuance of licenses by the WSLCB to such producers, processors, and retailers; and

WHEREAS, the WSLCB adopted rules pertaining to licensing of the producers, processors, and retailers, promulgated at chapter 314-55 of the Washington Administrative Code; and

WHEREAS, on September 23, 2013, the City Council approved Ordinance No.1271 regulating marijuana-related uses in the City, codified at chapter 17.63 of the Gig Harbor Municipal Code; and

WHEREAS, on March 31, 2014, the Court of Appeals, Division I, in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses;

WHEREAS, the City Council wishes to address non-traditional educational sites within the City which are not recognized in the permitting of licenses by WSLBC; Now therefore,

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

Section 1. Amendment of GHMC 17.63.020. Section 17.63.020 of the Gig Harbor Municipal Code is amended to read as follows:

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 24 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 21 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 0.3 percent 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 are 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 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 related use” means any use where a marijuana producer, marijuana processor, marijuana retailer, and collective garden are established or proposed.

“Marijuana retailer” means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana infused products in a retail outlet.

“Non-traditional educational sites” means facilities operated by a local school district which are funded by the Washington State Office of the Superintendent of Public Instruction (OSPI) but are not elementary or secondary schools as defined by WAC 314-55-010(5) or WAC 314-55-010(21).

“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 21 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 12 and recognized by the Washington State Superintendent of Public Instruction. WAC 314-55-010(21)

“Usable marijuana” means dried marijuana flowers. The term “usable marijuana” does not include marijuana infused products. (Ord. 1271 § 1, 2013).

Section 2. Amendment of GHMC 17.63.030. Section 17.63.030 of the Gig Harbor Municipal Code is amended to read as follows:

17.63.030 Marijuana related uses.

A. The production, processing and retailing of marijuana are and remain 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 follows:

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 usable cannabis on site, and maintenance of each member's valid documentation of qualifying patient status.~~

C5. Collective gardens shall not be permitted. 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 subsection G of this section.~~

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 this chapter.

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 this chapter.

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 this chapter and only when marijuana retailers are separated by a minimum of 2,500 feet measured from the perimeter of any other marijuana retailer, to be determined by Pierce County assessor-treasurer tax parcels:

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 occupying no more than 25 percent of the gross floor area of the principal tenant use.

G. No marijuana processor, marijuana producer, or marijuana retailer ~~or collective garden~~ shall locate within 1,000 feet, measured in the manner set forth in WAC 314-55-050(10), from any of the following 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. No marijuana processor, marijuana producer, or marijuana retailer shall locate within 500 feet, measured in the manner set forth in WAC 314-55-050(10), from a non-traditional educational site as defined in GHMC 17.63.020.

IH. 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 Chapters 1.16, 8.10, 17.07, and 19.16 GHMC. (Ord. _____, Ord. 1285 § 3, 2014; Ord. 1271 § 1, 2013).



Discovery Baptist Church • 4902 Gustafson Dr NW • Gig Harbor WA 8335 • 253-851-2010

**Discovery Baptist Church
Unanimous Written Resolution of the Elder and Deacon Board**

Whereas, the Peninsula School District No. 401 has adopted the following resolution in summary:

RESOLUTION NO. 14-03: A RESOLUTION OF THE PENINSULA SCHOOL DISTRICT NO. 401 SUPPORTING THE ENACTMENT OF MORE RESTRICTIVE REGULATIONS ON MARIJUANA BUSINESSES WITHIN THE CITY OF GIG HARBOR

“NOW, THEREFORE, The Board of Directors of the Peninsula School District No. 401 does hereby resolve that to protect the health, safety, welfare of students, the availability of and access to marijuana should be severely restricted within the community. The Board urges the City of Gig Harbor to enact additional restrictive regulations on marijuana businesses, up to and including a complete ban on collective gardens and new marijuana businesses within the City.”

Therefore, we, the undersigned, being members of the Elder and Deacon Board of Discovery Baptist Church, do hereby concur with the recommendation of the Peninsula School District of Pierce County Washington, RESOLUTION NO. 14-03, effective Sunday June 1, 2014.

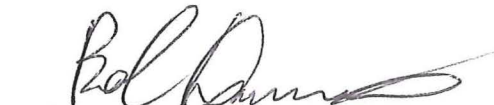

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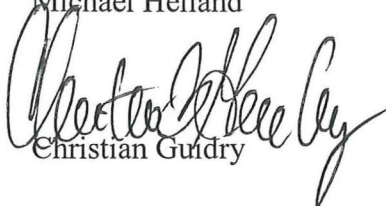

Chris Rogers

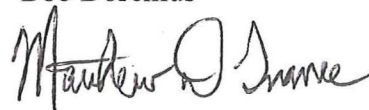

Graham Marshall


David Christensen


Michael Helland


Bob Doremus


Christian Guidry


Matthew Quance



**Pierce County, Washington
RESOLUTION NO. 14-03**

**A RESOLUTION OF THE PENINSULA SCHOOL DISTRICT NO. 401 SUPPORTING
THE ENACTMENT OF MORE RESTRICTIVE REGULATIONS ON MARIJUANA
BUSINESSES WITHIN THE CITY OF GIG HARBOR**

WHEREAS, in 2012, the citizens of Washington voted to legalize marijuana for recreational use, and in doing so joined Colorado as the only other state in which recreational marijuana use is legal; and

WHEREAS, marijuana remains a Schedule 1 controlled substance under the Federal Controlled Substances Act, meaning that under Federal law it is considered to have no currently accepted medical use in the United States, a lack of accepted safety for use under medical supervision, and a high potential for abuse; and

WHEREAS, the Washington State Liquor Control Board (LCB) has developed regulations for the licensing of marijuana producers, processors, and retailers; and

WHEREAS, the LCB regulations prohibit marijuana businesses from locating within 1,000 feet of sensitive uses like parks, transit facilities, and schools; and

WHEREAS, in September 2013, the Gig Harbor City Council passed an ordinance enacting a new chapter 17.63 to the Gig Harbor Municipal Code, which confined marijuana businesses to certain zones of the city; and

WHEREAS, under the Municipal Code and the LCB regulations, a "school" is defined to include only educational facilities recognized by the Washington State Superintendent of Public Instruction (OSPI); and

WHEREAS, the Peninsula School District operates non-traditional school facilities and programs that serve secondary students, including the Community Transition Program (CTP) and Internet Academy (PIA), which are not recognized as traditional "schools" by OSPI but nevertheless have students in attendance on a daily basis; and

WHEREAS, the CTP and PIA are located within the General Business (B-2) zone within the City of Gig Harbor, which allows marijuana businesses without any restrictions other than compliance with state law; and

WHEREAS, the State Attorney General issued a written opinion in January 2014, stating that local communities may choose whether to allow state-licensed marijuana uses within their boundaries; and

WHEREAS, the Washington State Court of Appeals has recently determined that marijuana "collective gardens" are illegal under state law; and

WHEREAS, in response to these new developments in the law, on April 14, 2014, the Gig Harbor City Council enacted a six-month emergency moratorium on the licensing of marijuana businesses; and

WHEREAS, the Board of Directors believes it is unacceptable for a marijuana business to locate in proximity to any educational facility that serves students, even if that facility is not formally defined as a "school;" and

WHEREAS, marijuana use by students causes extreme harm by damaging developing brains, creating opportunities for abuse and addiction, lowering school attendance and performance, and contributing to high-risk behavior; and

WHEREAS, according to the 2012 Healthy Youth Survey, teen marijuana use within the District community is already higher than the state average and perceived risk of using marijuana is lower than the state average; and

WHEREAS, marijuana legalization, even where use is restricted to individuals over the age of 21, sends the wrong message to students: that use of marijuana is a harmless and even worthwhile pursuit; and

WHEREAS, legal retail sales can be expected to increase the availability of marijuana and use by students; and

WHEREAS, while the legalization of marijuana remains the law of this state, the Board of Directors urges the City of Gig Harbor to enact greater restrictions on the siting of marijuana collective gardens and businesses.

NOW, THEREFORE, the Board of Directors of the Peninsula School District No. 401 does hereby resolve that to protect the health, safety, welfare of students, the availability of and access to marijuana should be severely restricted within the community. The Board urges the City of Gig Harbor to enact additional restrictive regulations on marijuana businesses, up to and including a complete ban on collective gardens and new marijuana businesses within the City.

The Board further resolves that the District will increase efforts to educate students and parents about the dangers of using alcohol and drugs, including marijuana.

ADOPTED by the Board of Directors of Peninsula School District No. 401, Pierce County, Washington, at a regular meeting thereof, held this 22nd day of May, 2014.

PENINSULA SCHOOL DISTRICT 401
PIERCE COUNTY, WASHINGTON

President and Director

Director

Director

Director

Director

ATTEST:

Secretary, Board of Directors

9. Risk and Protective Factors

This chapter covers a broad set of questions about health behaviors, and about the risk factors and protective factors associated with them. Risk factors are characteristics of individuals and their families, schools, and communities that make them more vulnerable to ill health and poor lifestyle choices. Similarly, protective factors exert a positive influence or buffer against the negative influence of risk in these social environments. The Healthy Youth Survey includes many questions directly related to health, but most of the risk and protective factors measured in the survey are associated with behaviors such as substance use, violence, and staying in school. The presence of multiple risk factors predicts an increased likelihood that an individual will engage in these behaviors, whereas the presence of protective factors helps to buffer the effect of risk factors and increase resilience.

Research over several decades has identified risk factors that are associated with increased likelihood of health risk behaviors including alcohol, tobacco, and other drug abuse (Dryfoos, 1991; Hawkins et al., 1992; Kandel, Daview, Karus, and Yamaguchi, 1986); violence and delinquent behaviors (Bensley, Spieker, VanEenwyk, and Schoder, 1999; Brewer, Hawkins, Catalano, and Neckerman, 1995; Herrenkohl, Chung, and Catalano, 2004; Wasserman et al., 2003); and driving after drinking (Sabel, Bensley, and VanEenwyk, 2004).

Another body of research has focused on young people's ability to overcome the odds that challenge them (Werner and Smith, 1989) and to succeed in spite of a preponderance of risk in their environments. Benard (1991) summarized this literature on protective factors, citing the longitudinal research of Werner and Smith and Rutter (1979) in the formulation of a construct termed *resilience*. Resnick et al. (1997) found that parent-family connectedness and perceived school connectedness were protective against every health risk behavior measured in their study except history of pregnancy. Parental expectations regarding school achievement and school connectedness were also associated with lower levels of health risk behaviors (except in the case of suicide, in which only parent-family connectedness was protective).

Using these multiple strands of research, Hawkins and Catalano at the University of Washington's Social Development Research Group developed a theoretical framework based on a model of social development which hypothesizes that strong bonds serve as protective factors against behaviors that violate socially accepted standards. Attachment (a positive emotional link) and commitment (a personal investment) are the components of the social bond. The theory hypothesizes that when social groups produce strong bonds of attachment and commitment in members and promote clear standards for behavior, these groups increase behavior consistent with those standards and prevent behavior that violates them (Hawkins, Guo, Hill, Battin-Pearson, and Abbott, 2001).

By addressing risk and protective factors, families, schools, and communities can help promote positive social development. Early and sustained intervention through the elementary grades should put children on a developmental trajectory leading to more positive outcomes and fewer problem behaviors over the long term. These risk and protective factors represent promising inputs for prevention and intervention programs and policies.

The data presented in this chapter represent Washington State as a whole. The level of these indicators of risk and protection likely vary by community. Communities can compare community-level data to state-level data—and to county-level data where available—to determine which risk and protective factors are priorities for their communities to address. Communities can then implement prevention services for specific populations or geographical areas where risk exposure is high and protection is low.

The 1995, 1998, 2000, 2002, 2004, 2006, 2008, 2010 and 2012 survey administrations in Washington included substantial coverage of risk and protective factors using standardized assessment tools developed by the Social Development Research Group (Arthur et al., 1998; Arthur, Hawkins, Pollard, Catalano, and Baglioni, 2002) and published in their Communities That Care survey. These risk and protective factors are organized into four domains of influence: community, family, school, and peer-individual.

More information on the risk and protective factors used in the HYS is available at:
<http://www.askhys.net/library/Old/RPHistory.pdf>

HYS 2012 assessed five risk factors among students in Grade 6 and fourteen risk factors among students in Grades 8, 10, and 12 (see Table 15).

Table 15
Risk Factors Included in 2012

Domain	Risk Factor
Community	Laws and norms favorable toward drug use
	Perceived availability of drugs
	Perceived availability of handguns ^S
School	Academic failure
	Low commitment to school
Peer-Individual	Early initiation of drug use ^S
	Early initiation of antisocial behavior ^S
	Favorable attitudes toward drug use ^S
	Perceived risk of drug use
	Friends' use of drugs ^S
	Intentions to use ^S
Family	Interactions with antisocial peers ^S
	Poor family management ^{S†}
	Parental attitudes favorable towards drug use ^S

† The family domain was measured on an optional tear-off page on HYS 2012, not all of the participating schools asked these questions and the number of students who answered the questions in this domain was smaller than the numbers of respondents for the other domains.

^S Included only on the secondary version of the survey (Grades 8, 10 and 12).

The HYS 2012 administration also assessed five protective factors among students in Grade 6 and eight protective factors among students in Grades 8, 10, and 12 (see Table 16).

Table 16
Protective Factors Included in 2012

Domain	Protective Factor
Community	Opportunities for prosocial involvement ^S
	Rewards for prosocial involvement ^E
School	Opportunities for prosocial involvement ^S
	Rewards for prosocial involvement
Peer-Individual	Social skills ^S
	Belief in the moral order ^S
	Interaction with prosocial peers ^S
	Prosocial involvement ^E
Family	Opportunities for prosocial involvement [†]
	Rewards for prosocial involvement [†]

[†] The family domain was measured on an optional tear-off page on HYS 2012, not all of the participating schools asked these questions and the number of students who answered the questions in this domain was smaller than the numbers of respondents for the other domains.

^S Included only on the secondary version of the survey (Grades 8, 10 and 12).

^E Included only on the elementary version of the survey (Grade 6).

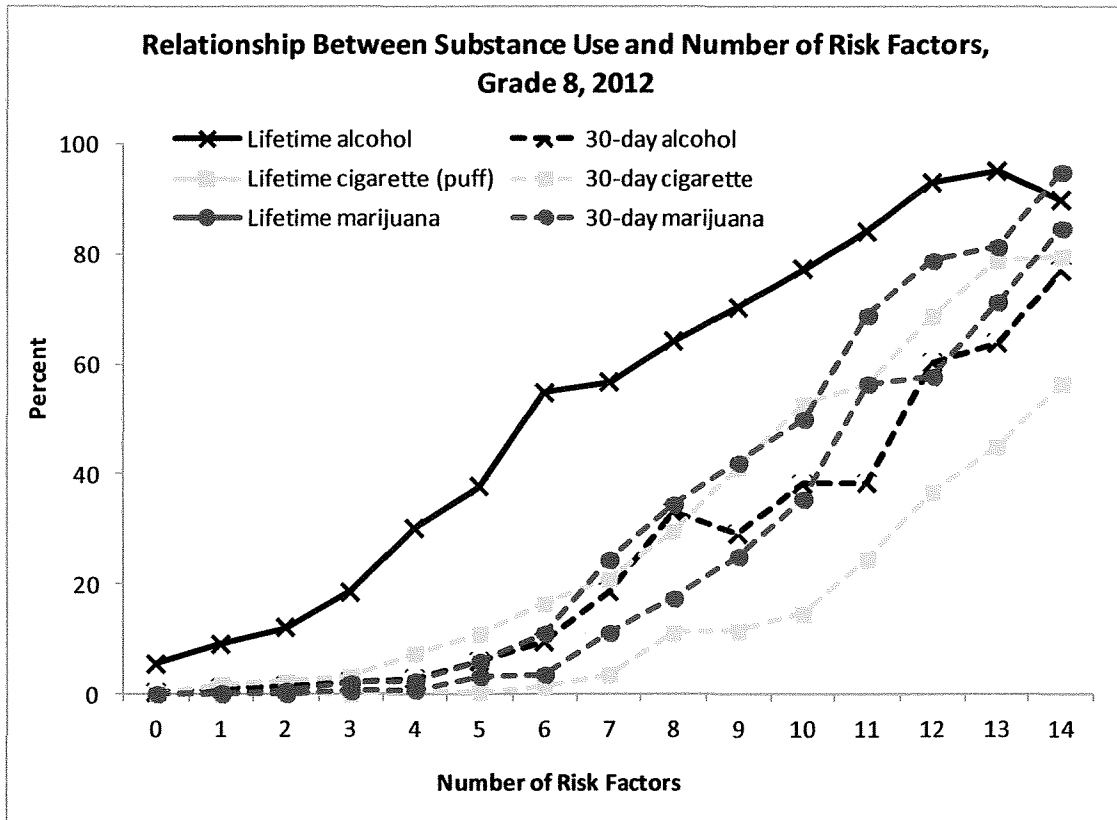
This chapter presents HYS 2012 results for the assessment of risk and protection at each grade level in the community, school, and peer-individual domains. The relationships between risk and protective factors and the major health risk behaviors of substance use and violent and delinquent behavior are also presented. Readers should remember that all results are based on student self-report and therefore represent perceptions of risk and protection, which might not be accurate. Furthermore, the statistical relationships between risk and protective factors and health risk behaviors are not necessarily causal. Rather, the statistical relationships indicate an association or co-occurrence of these factors and behaviors. Both the risk factor and the behavior may be associated with a third factor such as poverty or other factors that were not addressed in this study. Similarly, some apparent relationships may be confounded with age.

Each risk and protective factor scale is calculated as the average score of the students' responses to one or more questions. Students whose scores placed them above a cut point, determined by the Social Development Research Group's research, were considered at risk on a given risk factor or resilient on a given protective factor.

Research has also suggested a cumulative effect in the influence of risk and protection on these health risk behaviors (Bry, McKeon, and Pandina, 1982; Newcomb, Maddahian, and Skager, 1987; Werner and Smith, 1989). In addition to examining the specific influence of a given risk or protective factor, examining the relationship between multiple risk or protective factors and these behaviors is important. This examination helps illustrate whether students who are at high risk on more risk factors are more likely to engage in health risk behaviors than students who are at high risk on fewer factors. An

examination of the relationship between multiple risk or protective factors and health risk behaviors also helps show whether students who are well protected are less likely to engage in these behaviors than students who are less protected.

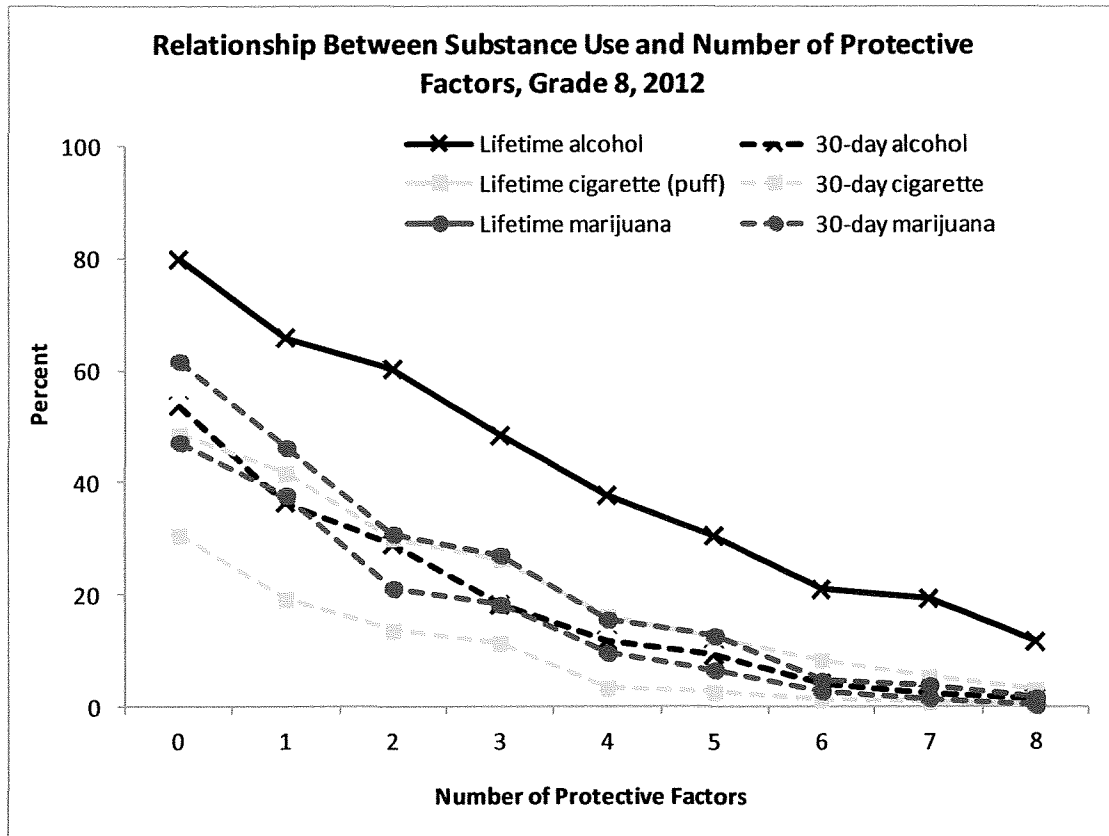
The following chart shows the relationship between the number of risk factors present and the use of alcohol, cigarettes, and marijuana for students in Grade 8. The most obvious interpretation is the clear, linear relationship between the number of risk factors present and the prevalence of lifetime and 30-day alcohol, cigarette, and marijuana use. As the number of risk factors for individual students increased, the more likely they were to use alcohol, cigarettes and marijuana. These findings are consistent with the findings from the 1995, 1998, 2000, 2002, 2004, 2006, 2008 and 2010 survey administrations.



Note: Percentages represent students who reported using alcohol, cigarettes, or marijuana in their lifetime or in the past 30 days according to each number or risk factors (0 through 14).

Source: HYS 2012.

The following chart is a similar display relating the presence of protective factors to the use of alcohol, cigarettes, and marijuana. Again, the overall relationship is strong: increased levels of protection were clearly associated with lower rates of alcohol, cigarette, and marijuana use. Protective factors have also been found to have a buffering effect on the presence of risk factors (DeWit, Silverman, Goodstadt, and Stoduto, 1995; Gabriel, Deck, Einspruch, and Nickel, 1997; Jessor, Van den Bos, Vanderryn, Costa, and Trubin, 1995). These findings are consistent with the findings from the 1995, 1998, 2000, 2002, 2004, 2006, 2008 and 2010 survey administrations.



Note: Percentages represent students who reported using alcohol, cigarettes, or marijuana in their lifetime or in the past 30 days according to each number or protective factors (0 through 8).

Source: HYS 2012.

Other Drugs: Marijuana Use

Marijuana has been the most widely used illicit drug since the state's first survey of youth substance use in 1988. It is also by far the primary drug used by youth entering treatment. Trends in use have been associated with youth perception of the risk of marijuana use—that is, as perception of risk declined during the 1990s, the prevalence of marijuana use grew. Then, as perception of risk rose in the early 2000s, marijuana use declined (Johnston, O'Malley, Bachman, and Schulenberg, 2007).

Lifetime Marijuana Use

In 2012, 3 percent of Grade 6 students, 14 percent of Grade 8 students, 29 percent of Grade 10 students, and 46 percent of Grade 12 students reported having smoked marijuana at some time in their life.

Differences by grade level:

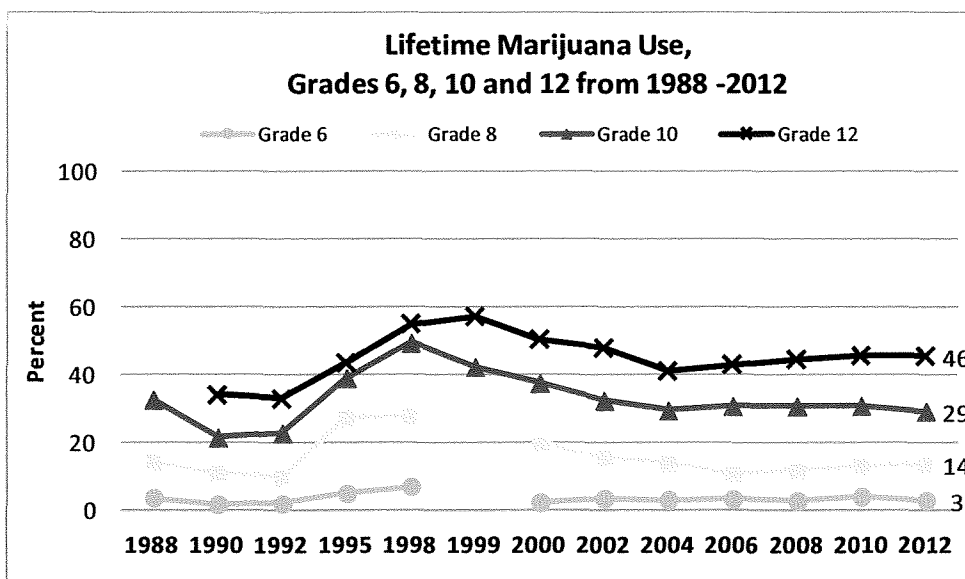
- Among Grade 6, 8, 10 and 12 students, as grade levels increase, each grade was more likely to have used marijuana in their lifetime.

Differences by gender:

- Grade 6, 8 and 12 males were more likely than females to report lifetime marijuana use.

Differences over time:

- Among Grade 6 students, there was a significant decrease in lifetime marijuana use from 2010 to 2012.
- There were no significant trends in lifetime marijuana use from 2002 through 2012.



Survey Question: How old were you the first time you smoked marijuana?

- How old were you the first time you: Smoked marijuana?
- Have you ever, even once in your lifetime: Smoked marijuana?

Note: Percentages represent students who had ever smoked marijuana at any age in their life (Grades 8, 10 and 12) or had ever smoked marijuana in their life (Grade 6).

Source: SADUS 1988 and 1990, WSSAHB 1992, 1995, 1998 and 2000, HYS 2002, 2004, 2006, 2008, 2010 and 2012.

30-Day Marijuana Use

In 2012, 1 percent of Grade 6 students, 9 percent of Grade 8 students, 19 percent of Grade 10 students, and 27 percent of Grade 12 students reported using marijuana in the past 30 days.

Differences by grade level:

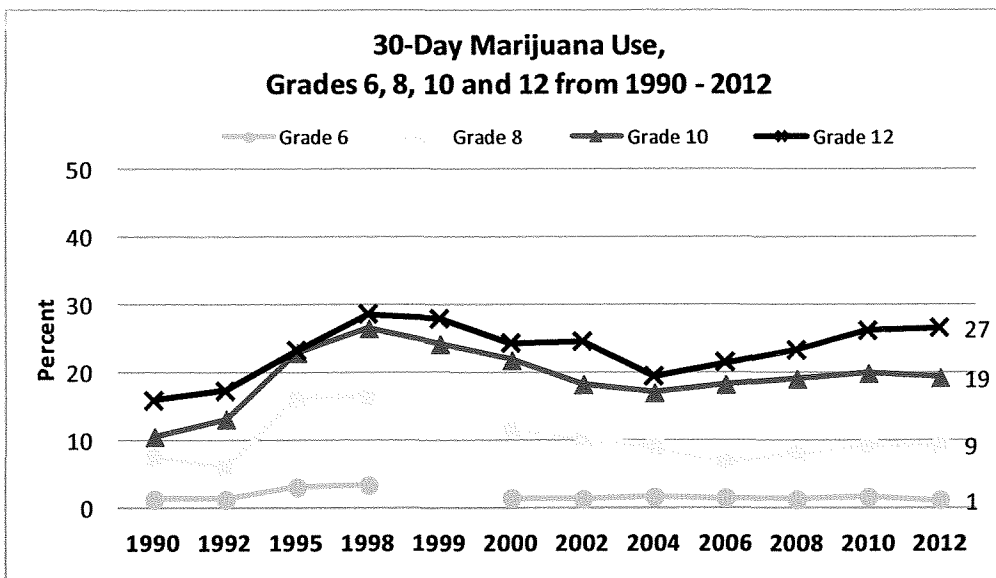
- Among Grade 6, 8, 10 and 12 students, as grade levels increase, each grade was more likely to have used marijuana in the past 30 days.

Differences by gender:

- Grade 6, 10 and 12 males were more likely than females to have used marijuana in the past 30 days.

Differences over time:

- There were no significant changes in 30-day marijuana use from 2010 to 2012.
- Among Grade 10 and 12 students, there were significant increasing trends in 30-day marijuana use from 2002 through 2012.



Survey Question: How old were you the first time you smoked marijuana?

Note: Percentages represent students who used marijuana on any days in the past 30 days.

Source: SADUS 1990, WSSAHB 1992, 1995, 1998 and 2000, YRBS 1999, HYS 2002, 2004, 2006, 2008, 2010 and 2012.

Alcohol Use

Alcohol has been consistently reported as the substance most frequently used by Washington's youth. As age-specific survey data illustrate, the number of youth using alcohol increases sharply with each grade. The number of Grade 6 and 8 students who report any lifetime use is of particular concern because of the strong association between age of initiation and subsequent alcohol abuse and dependence.

Lifetime Alcohol Use

In 2012, 23 percent of Grade 6 students, 35 percent of Grade 8 students, 52 percent of Grade 10 students, and 68 percent of Grade 12 students reported having tried more than a sip or two of alcohol sometime in their lives (lifetime use).

Differences by grade level:

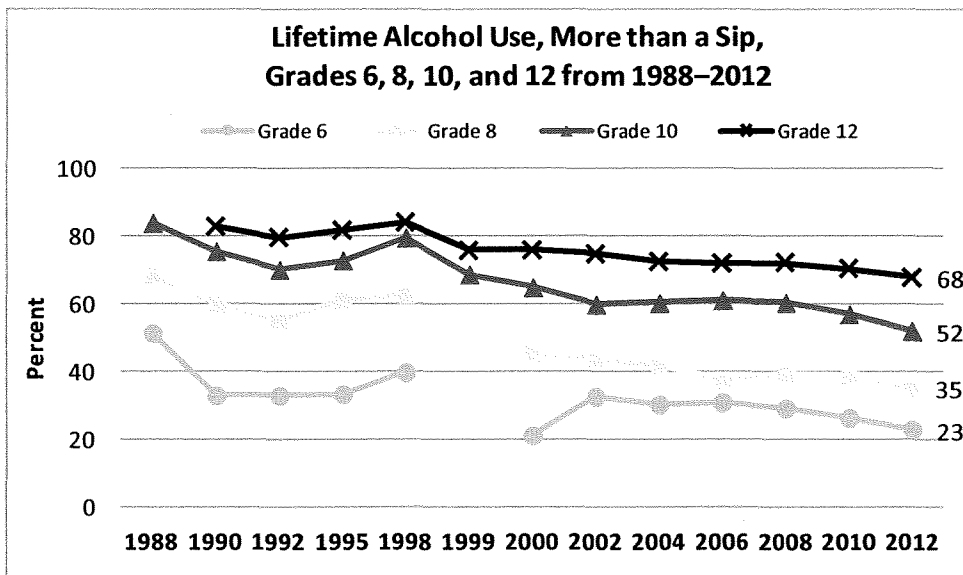
- Among Grade 6, 8, 10 and 12 students, as grade levels increase, each grade was more likely to report they drank more than a sip or two of alcohol in their lifetime.

Differences by gender:

- Grade 6 males were more likely than females to report they drank more than a sip or two of alcohol in their lifetime.

Differences over time:

- Among Grade 6, 8, 10 and 12 students, there were significant decreases in lifetime alcohol use from 2010 to 2012.
- There were significant decreasing trends in lifetime alcohol use among Grade 6, 8, 10 and 12 students from 2002 through 2012.



Survey Questions:

- How old were you the first time you: Had more than a sip or two of beer, wine, or hard liquor (for example: vodka, whiskey, or gin)?
- Have you ever, even once in your lifetime: Had more than a sip or two of beer, wine, or hard liquor (for example: vodka, whiskey, or gin)?

Note: Percentage represents students who had ever had more than a sip of alcohol at any age in their life (Grades 8, 10 and 12) or had ever a sip of alcohol in their life (Grade 6).

Source: SADUS 1988 and 1990, WSSAHB 1992, 1995, 1998, and 2000, YRBS 1999, HYS 2002, 2004, 2006, 2008, 2010 and 2012.

30-Day Alcohol Use

In 2012, 3 percent of Grade 6 students, 12 percent of Grade 8 students, 23 percent of Grade 10 students, and 36 percent of Grade 12 students reported drinking alcohol in the past 30 days.

Differences by grade level:

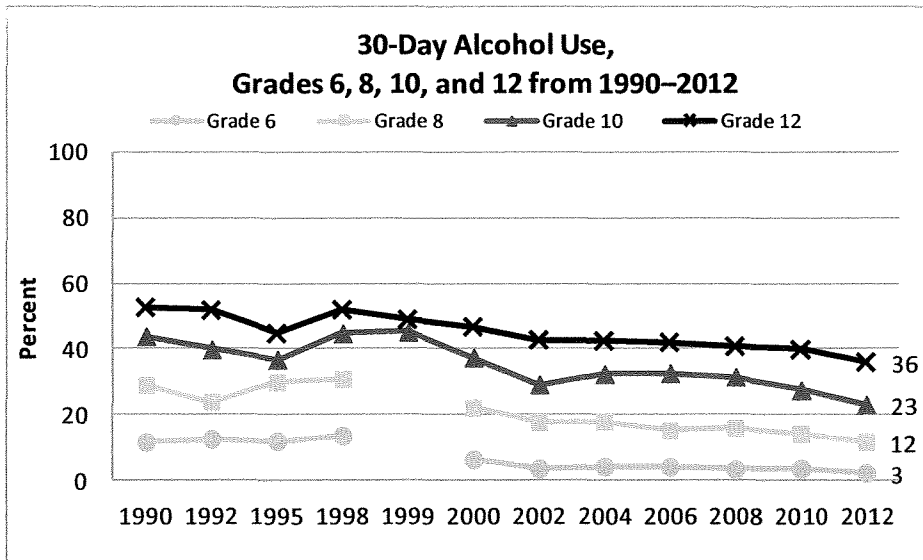
- Among Grade 6, 8, 10 and 12 students, as grade levels increase, each grade was more likely to use alcohol in the past 30 days.

Differences by gender:

- Grade 6 and 12 males were more likely than females to use alcohol in the past 30 days.
- Grade 8 females were more likely than males to use alcohol in the past 30 days.

Differences over time:

- Among Grade 6, 8, 10 and 12 students, there were significant decreases in 30-day alcohol use from 2010 to 2012.
- Among Grade 6, 8, 10 and 12 students, there were significant decreasing trends in 30-day alcohol use from 2002 through 2012.



Survey Question: During the past 30 days, on how many days did you: Drink a glass, can or bottle of alcohol (beer, wine, wine coolers, hard liquor)?

Note: Percentages represent students who reported that they drank alcohol on any days in the past 30 days.

Source: SADUS 1990, WSSAHB 1992, 1995, 1998, and 2000, YRBS 1999, HYS 2002, 2004, 2006, 2008, 2010 and 2012.

Binge Drinking

The survey question on binge drinking (defined as five or more drinks in a row during the previous two weeks) may underestimate excessive alcohol consumption. Low-weight and inexperienced drinkers suffer negative effects from fewer than five drinks, and students may underestimate the amount of alcohol they consume in a “drink.”

In 2012, 2 percent of Grade 6 students, 7 percent of Grade 8 students, 14 percent of Grade 10 students, and 22 percent of Grade 12 students reported binge drinking in the past two weeks.

Differences by grade level:

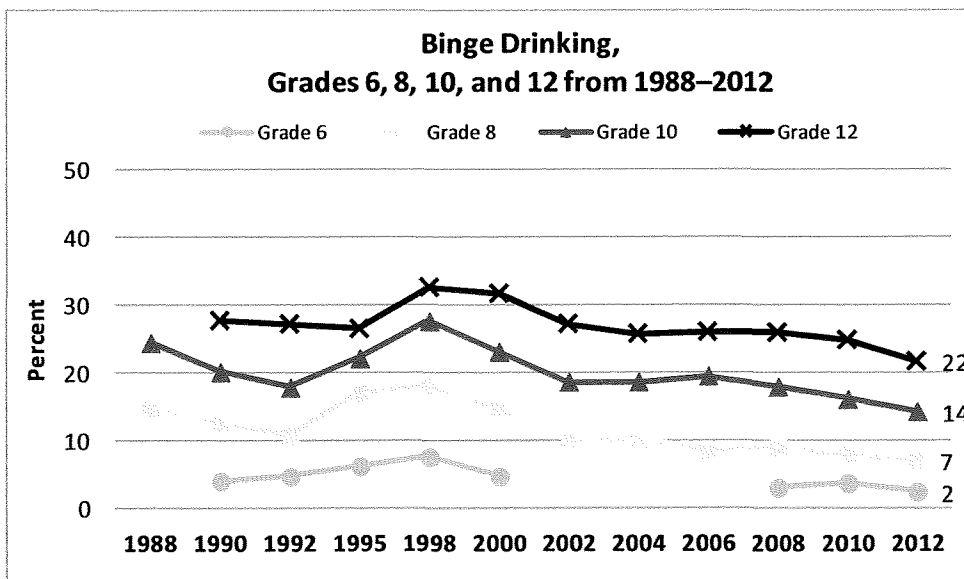
- Among Grade 6, 8, 10 and 12 students, as grade levels increase, each grade was more likely to report binge drinking.

Differences by gender:

- Grade 6 and 12 males were more likely than females to report binge drinking.

Differences over time:

- Among Grade 6 and 12 students, there were significant decreases in binge drinking from 2010 to 2012.
- Among Grade 8, 10 and 12 students, there were significant decreasing trends in binge drinking from 2002 through 2012.



Survey Question: Think back over the last 2 weeks. How many times have you had five or more drinks in a row? (A drink is a glass of wine, a bottle of beer, a shot glass of liquor, or a mixed drink.)

Note: Percentages represent students who reported that they had five or more drinks in a row in the past two weeks.

Source: SADUS 1988 and 1990, WSSAHB 1992, 1995, 1998 and 2000, HYS 2002, 2004, 2006, 2008, 2010 and 2012.

Tobacco Use

Historically, cigarettes have been the most popular tobacco product used by youth. Youth cigarette smoking rates peaked in the late 1990s but have dropped significantly since. Recently, youth have been experimenting with other types of tobacco. Currently, cigars are the second most common type of tobacco used among students in Grades 8, 10 and 12.

Lifetime Cigarette Smoking

In 2012, 15 percent of Grade 8 students, 24 percent of Grade 10 students, and 37 percent of Grade 12 students reported ever having smoked a cigarette, even just a puff.

Differences by grade level:

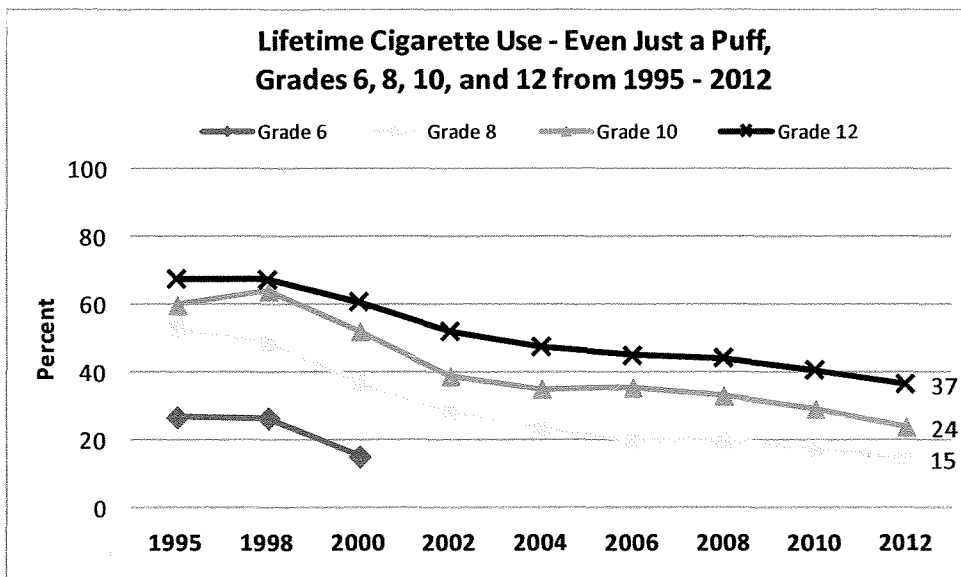
- Among Grade 8, 10 and 12 students, as grade levels increase, each grade was more likely to have ever smoked a cigarette, even just a puff.

Differences by gender:

- Grade 12 males were more likely than females to have ever smoked a cigarette, even just a puff.

Differences over time:

- Among Grade 8 and 10 students, there were significant decreases in ever smoking cigarettes from 2010 to 2012.
- Among Grade 8, 10 and 12 students, there were significant decreasing trends in ever smoking a cigarette from 2002 through 2012.



Survey Question: How old were you the first time you smoked a cigarette, even just a puff?

Note: Lifetime percentage represents students who had ever smoked a whole cigarette at any age in their life.

Source: WSSAHB 1995, 1998 and 2000, HYS 2002, 2004, 2006, 2008, 2010 and 2012.

30-Day Cigarette Smoking

In 2012, 1 percent of Grade 6 students, 5 percent of Grade 8 students, 10 percent of Grade 10 students, and 16 percent of Grade 12 students reported smoking a cigarette in the past 30 days.

Differences by grade level:

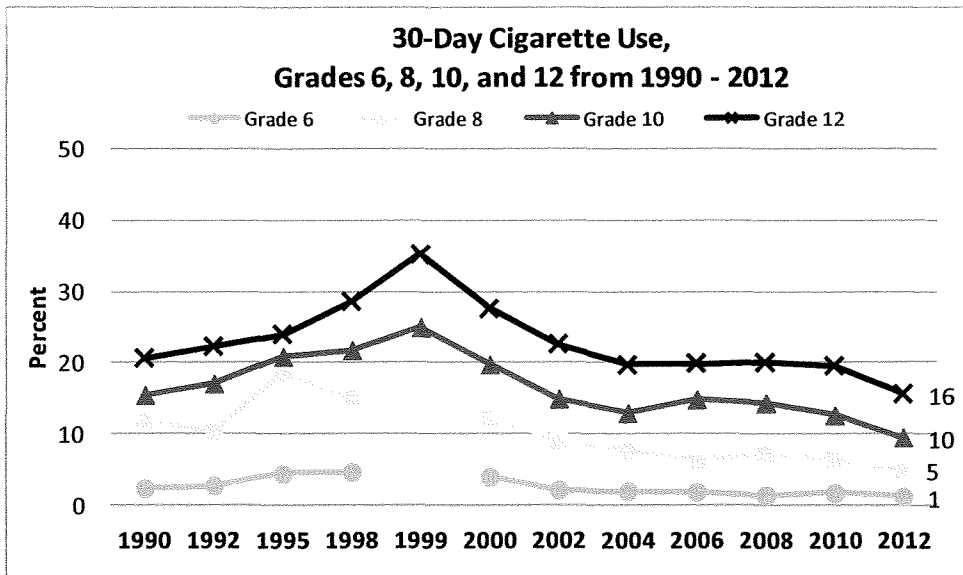
- Among Grade 6, 8, 10 and 12 students, as grade levels increase, each grade was more likely to have smoked cigarettes in the past 30 days.

Differences by gender:

- Grade 10 and 12 males were more likely than females to have smoked cigarettes in the past 30 days.

Differences over time:

- Among Grade 8, 10 and 12 students, there were significant decreases in 30-day cigarette smoking from 2010 to 2012
- Among Grade 6, 8, 10 and 12 students, there was a significant decreasing trends in 30-day cigarette smoking from 2002 to 2012.



Survey Question: During the past 30 days, on how many days did you: Smoke cigarettes?

Note: Percentages represent students who smoked cigarettes on any days in the past 30 days.

Source: SADUS 1990, WSSAHB 1992, 1995, 1998 and 2000, HYS 2002, 2004, 2006, 2008, 2010 and 2012.




**Lighthouse Christian School
Unanimous Resolution of the Board of Directors**

Whereas, the Peninsula School District No. 401 has adopted the following resolution in summary:

RESOLUTION NO. 14-03: A RESOLUTION OF THE PENINSULA SCHOOL DISTRICT NO. 401 SUPPORTING THE ENACTMENT OF MORE RESTRICTIVE REGULATIONS ON MARIJUANA BUSINESSES WITHIN THE CITY OF GIG HARBOR

“NOW, THEREFORE, The Board of Directors of the Peninsula School District No. 401 does hereby resolve that to protect the health, safety, welfare of students, the availability of and access to marijuana should be severely restricted within the community. The Board urges the City of Gig Harbor to enact additional restrictive regulations on marijuana businesses, up to and including a complete ban on collective gardens and new marijuana businesses within the City.”

Therefore, I, the undersigned, being the official and duly empowered representative of the Board of Directors of Lighthouse Christian School, do hereby concur on behalf of the entire Lighthouse Christian School Board of Directors with the recommendation of the Peninsula School District of Pierce County Washington, RESOLUTION NO. 14-03, effective Tuesday May 27, 2014.



Mark F. Soupiset
Chairman of the Board



Grace. Truth. Life.

**Resolution of the Board of Directors
Of Believers Fellowship**

Date: June 2, 2014

By unanimous consent, the Directors of Believers Fellowship adopted the following resolution:


Whereas, the Peninsula School District No. 401 has adopted the following resolution in summary:

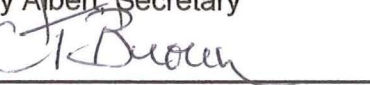
RESOLUTION NO. 14-03: A RESOLUTION OF THE PENINSULA SCHOOL DISTRICT NO. 401 SUPPORTING THE ENACTMENT OF MORE RESTRICTIVE REGULATIONS ON MARIJUANA BUSINESSES WITHIN THE CITY OF GIG HARBOR

"NOW, THEREFORE, The Board of Directors of the Peninsula School District No. 401 does hereby resolve that to protect the health, safety, welfare of students, the availability of and access to marijuana should be severely restricted within the community. The Board urges the City of Gig Harbor to enact additional restrictive regulations on marijuana businesses, up to and including a complete ban on collective gardens and new marijuana businesses within the City."

Therefore, we, the undersigned, being members of the Elder Board of Believers Fellowship Church, do hereby concur with the recommendation of the Peninsula School District of Pierce County Washington, RESOLUTION NO. 14-03, effective Thursday, May 22, 2014.


Richard Teodoro, President


Gary Albert, Secretary


Charles Brown, Director



Peninsula School District

Highlights from the Healthy Youth Survey

Survey Background

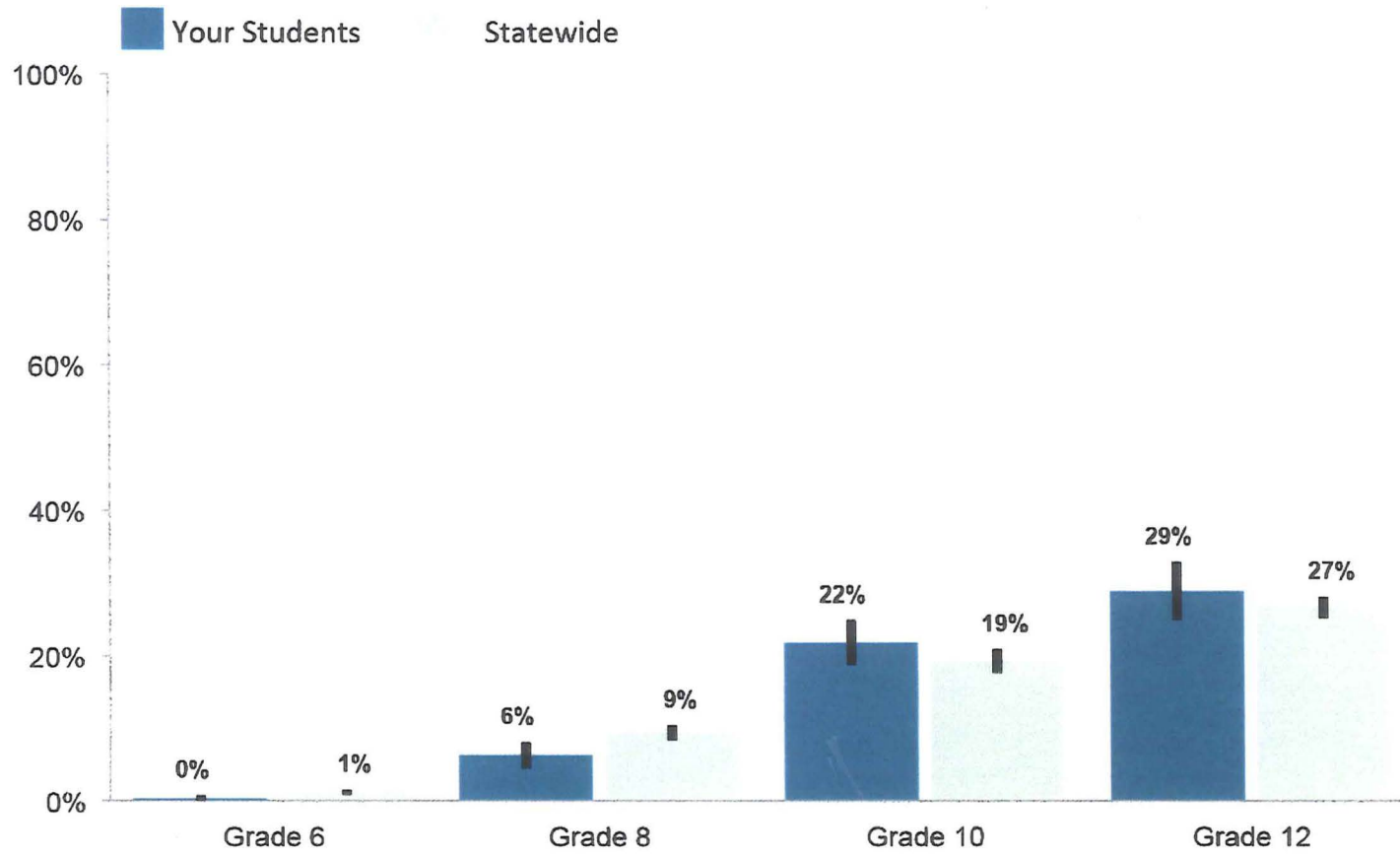
- Washington State's school-based youth risk and behavior survey
- Survey results are important to school, county and statewide stakeholders and are used for needs assessment, planning, program improvements and evaluation
- Survey questions are from valid national surveys
- All schools with 6th, 8th, 10th or 12th grade students can participate
- Sponsored by OPSI, DOH, DSHS-DASA, CTED and FPC
- Conducted every 2 years in the fall (since 1988)

Student Participation

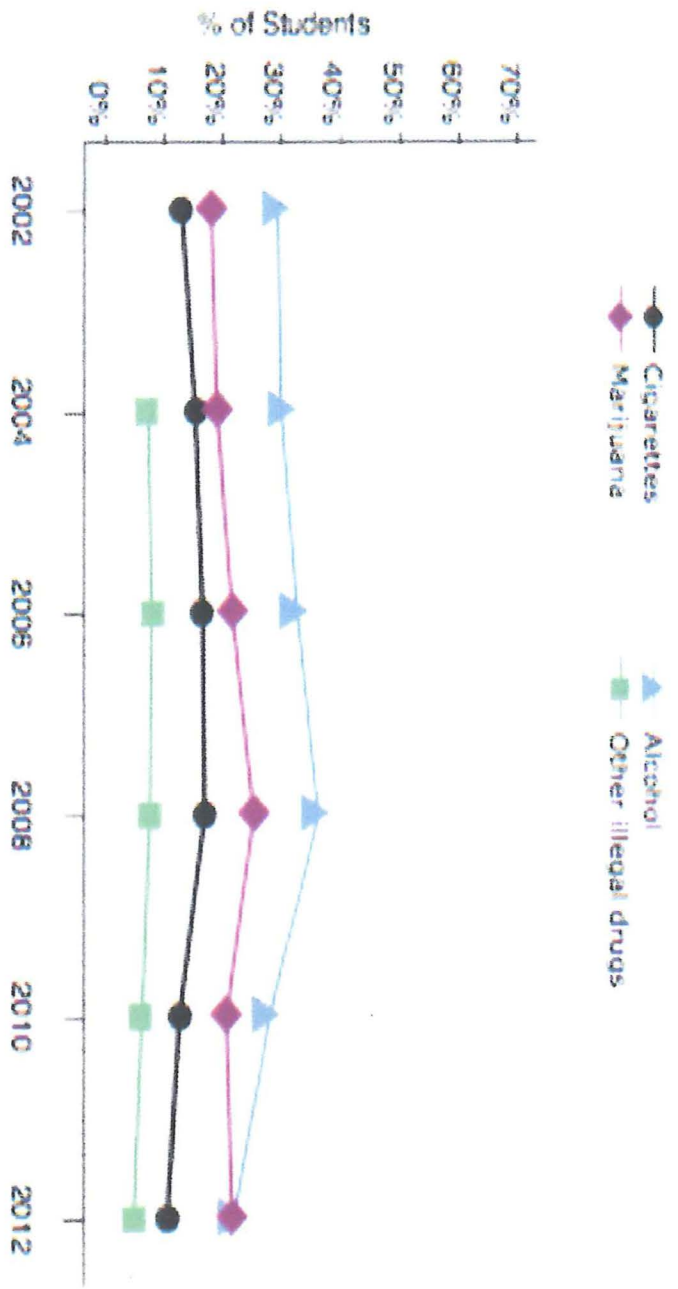
- 594 (86 %) of Grade 6 students
- 662 (85 %) of Grade 8 students
- 677 (80 %) of Grade 10 students
- 498 (61 %) of Grade 12 students

Current Marijuana Use

Percent of students who report smoking marijuana
in the past 30 days



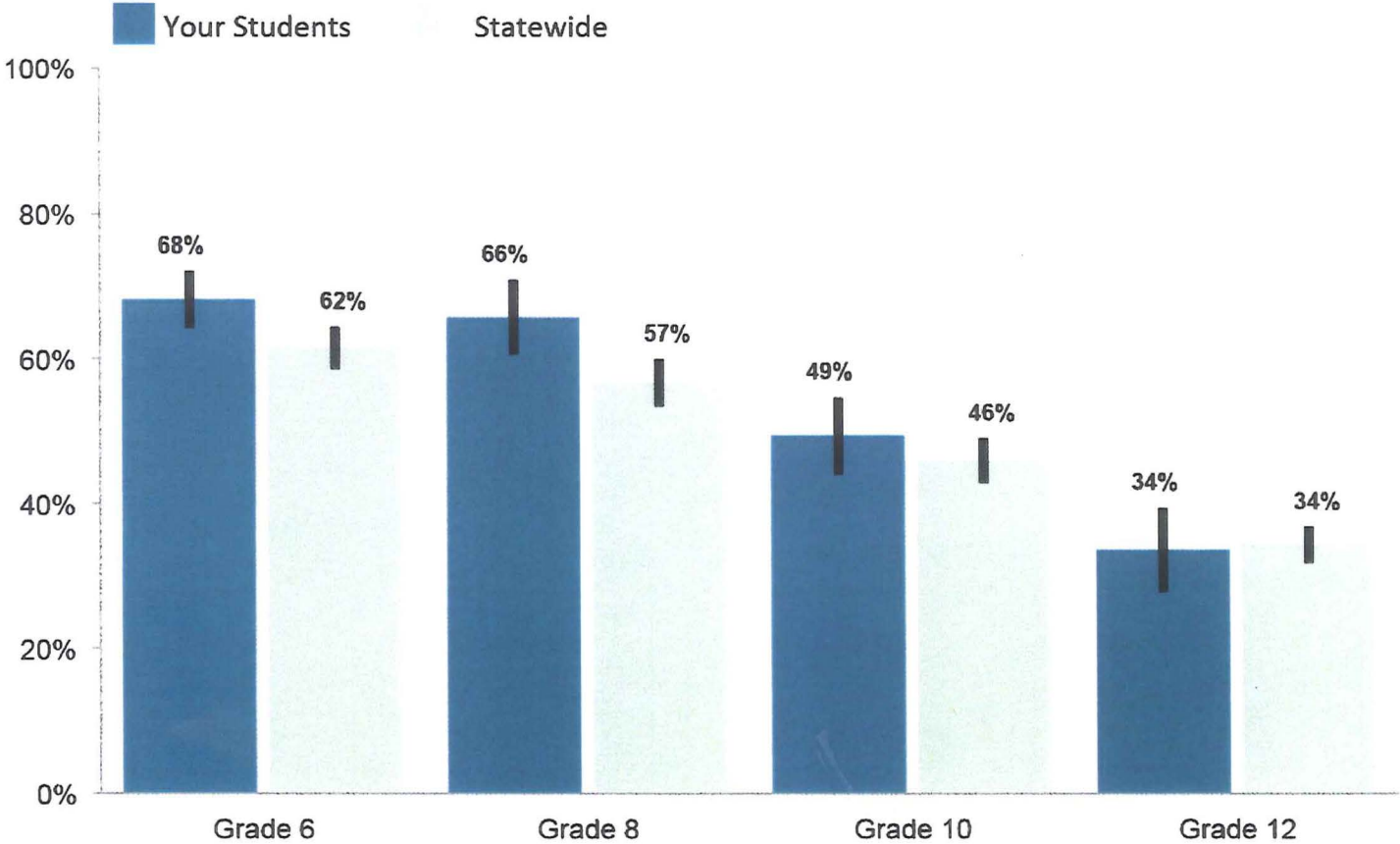
Current Substance Use Trends, Grade 10



Prevalence	2002	2004	2006	2008	2010	2012
Cigarettes	13% -3	15% -3	17% +3	17% +3	13% -3*	11% -2
Alcohol	29% +4	30% +4	33% +4	36% +4	28% -3*	22% -3*
Marijuana	18% -3	19% +3	22% +3	25% +3	21% -3*	22% -3
Other illegal drugs	N/A	7% +2	8% +2	8% -2	6% -2	5% -2

Perceived Risk of Regular Marijuana Use

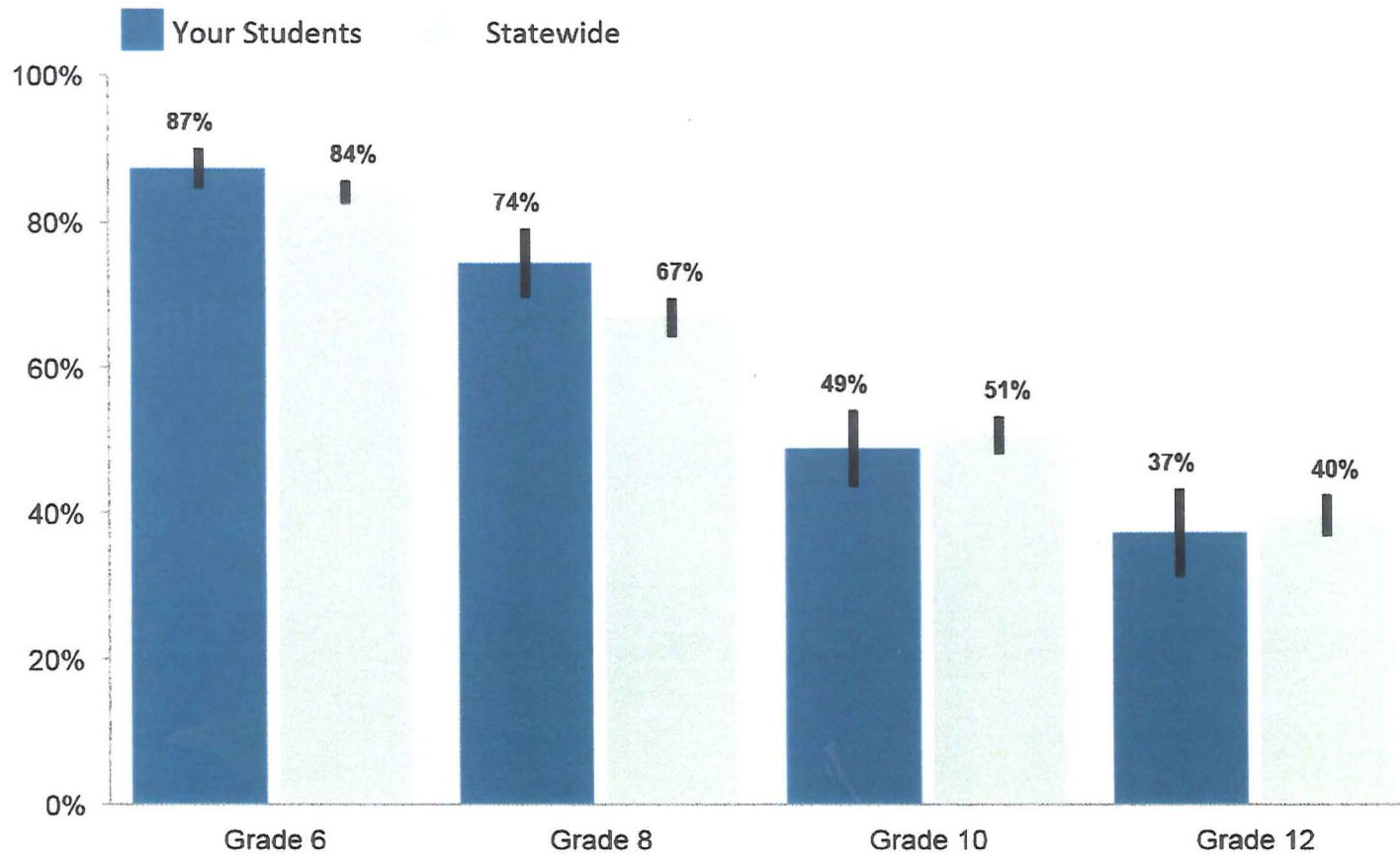
Percent of students who report "great risk" of harm from smoking marijuana at least once or twice a week



Source: 2012 Healthy Youth Survey

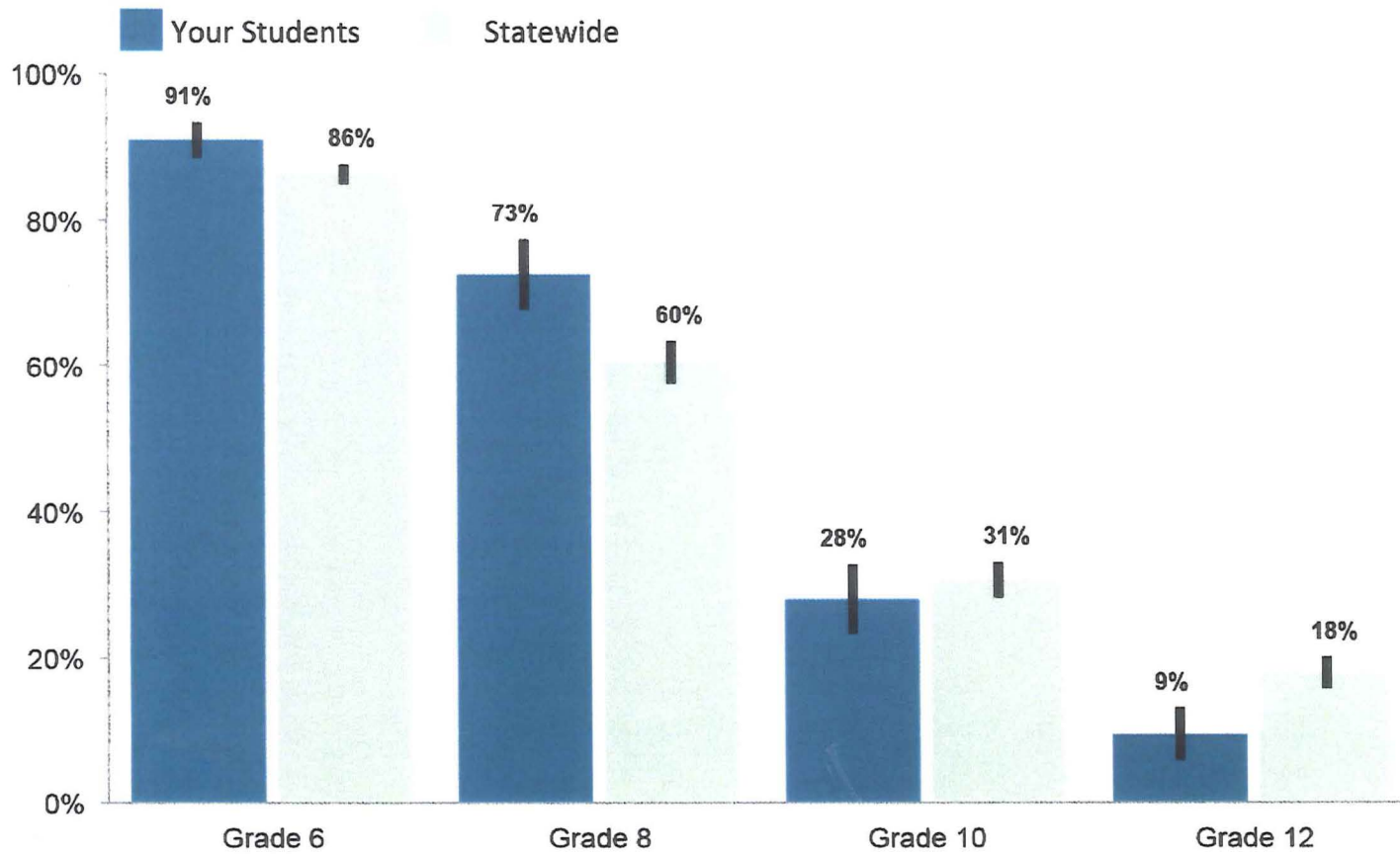
Perception of Neighborhood Norms - Marijuana

Percent of students who report that adults in their neighborhood think youth marijuana use is "very wrong"



Perceived Availability of Marijuana

Percent of students who report marijuana would be "very hard" to get





Business of the City Council
City of Gig Harbor, WA

Subject: Resolution No. 965 expressing Support for Peninsula School District General Obligation Bond on the August 5, 2014 special election ballot.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: June 9, 2014

Proposed Council Action:

Exhibits: Resolution

Adopt Resolution No. 965

Concurred by Mayor: *[Signature] 6/4/14*

Approved by City Administrator: *RW 6/4/14*

Approved as to form by City Atty: *email 6-3*

Approved by Finance Director: *[Signature] 6/4/14*

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The school district has asked the city for its support of the Peninsula School District General Obligation Bond. Proposition No. 1. The proposition will be presented to the voters of Pierce County at the special election on August 5, 2014.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 965.

RESOLUTION NO. 965

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, EXPRESSING SUPPORT FOR PROPOSITION
NO. 1 - PENINSULA SCHOOL DISTRICT NO. 401 GENERAL
OBLIGATION BONDS AT A SPECIAL ELECTION TO BE HELD
ON AUGUST 5, 2014.**

WHEREAS, a strong school system contributes to a community's vitality;
and

WHEREAS, great schools play an integral role in developing great
communities and produces solid citizens; and

WHEREAS, local businesses, citizens and property owners know the
benefits of a quality school district that is supported by its community through
continued General Obligation Bond passage; and

WHEREAS, improved facilities are needed in Peninsula School District
No. 401 in order to provide the students of the District with safe, adequate and
efficient educational facilities; and

WHEREAS, in order to provide all or a part of the funds to enable the
District to undertake renovations and upgrades to existing facilities and construct
a new elementary school, the District is bringing forth this Proposition; and

WHEREAS, the Peninsula School District Board of Directors approved
Resolution No. 14-01 providing for the form of the ballot proposition and the
language for the issuance of its general obligation bonds in the aggregate
principal amount of \$60,000,000; and

WHEREAS, the General Obligation Bond would authorize new
construction, repairs and renovations, student safety and other upgrades to
designated schools and facilities throughout the district to extend their useful life;
and,

WHEREAS, on Tuesday, August 5, 2014, residents of the Peninsula
School District will be asked to vote on this General Obligation Bonds
Proposition; and

WHEREAS, at its meeting of June 9, 2014, the Gig Harbor City Council
took public testimony on Proposition No. 1, allowing an equal opportunity for the
expression of viewpoints supporting and opposing this measure; and

WHEREAS, pursuant to RCW 42.17A.555, and after consideration of all public testimony, the City Council desires to formally express a collective position supporting the subject Capital Levy and Capital Bond; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

The Gig Harbor City Council strongly supports the passage of Peninsula School District Proposition No. 1.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this 9th day of June , 2014.**

APPROVED:

Jill Guernsey, Mayor

Ken Malich, Councilmember

Steven Ekberg, Councilmember

Casey Arbenz, Councilmember

Rahna Lovrovich, Councilmember

Paul Kadzik, Councilmember

Michael Perrow, Councilmember

Tim Payne, Councilmember

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 06/02/14
PASSED BY THE CITY COUNCIL: 06/09/14
RESOLUTION NO. 965



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution No. 966 expressing Support for Peninsula School District General Capital Projects & Technology Levy on the August 5, 2014 special election ballot.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *mt*

For Agenda of: June 9, 2014

Proposed Council Action:

Exhibits: Resolution

Adopt Resolution No. 966

Concurred by Mayor: *Jill 6/4/14*

Approved by City Administrator: *RW 6/4/14*

Approved as to form by City Atty: *email 6.3*

Approved by Finance Director: *OP 6/4/14*

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The school district has asked the city for its support of the Peninsula School District Capital Projects & Technology Levy Proposition No. 2. The proposition will be presented to the voters of Pierce County at the special election on August 5, 2014.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 966.

RESOLUTION NO. 966

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, EXPRESSING SUPPORT FOR PROPOSITION
NO. 2 - PENINSULA SCHOOL DISTRICT NO. 401 CAPITAL
PROJECTS & TECHNOLOGY LEVY AT A SPECIAL ELECTION
TO BE HELD ON AUGUST 5, 2014.**

WHEREAS, a strong school system contributes to a community's vitality;
and

WHEREAS, great schools play an integral role in developing great
communities and produces solid citizens; and

WHEREAS, local businesses, citizens and property owners know the
benefits of a quality school district that is supported by its community through
continued levy passage; and

WHEREAS, improved facilities are needed in Peninsula School District
No. 401 in order to provide the students of the District with safe, adequate and
efficient educational facilities; and

WHEREAS, to enable the District to make capital and technology
improvements to educational facilities, the District is bringing forth this
Proposition; and

WHEREAS, the Peninsula School District Board of Directors approved
Resolution No. 14-02 authorizing the district to levy an additional tax to provide a
total of up to \$55,900,000 for the purpose of making capital and technology
improvements to educational facilities; and

WHEREAS, Peninsula School District No. 401 Resolution No. 14-02
authorizes excess levies of all taxable property within the District; provided,
however, if Proposition No. 1 passes, the levy will be used for technology
improvements only and the levy will be reduced; and

WHEREAS, on Tuesday, August 5, 2014, residents of the Peninsula
School District will be asked to vote on this Capital Projects & Technology
Proposition No. 14-02; and

WHEREAS, at its meeting of June 9, 2014, the Gig Harbor City Council
took public testimony on Proposition No. 2, allowing an equal opportunity for the
expression of viewpoints supporting and opposing this measure; and

WHEREAS, pursuant to RCW 42.17A.555, and after consideration of all public testimony, the City Council desires to formally express a collective position supporting the subject Capital Levy and Capital Bond; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

The Gig Harbor City Council strongly supports the passage of Peninsula School District Proposition No. 2.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this 9th day of June , 2014.**

APPROVED:

Jill Guernsey, Mayor

Ken Malich, Councilmember

Steven Ekberg, Councilmember

Casey Arbenz, Councilmember

Rahna Lovrovich, Councilmember

Paul Kadzik, Councilmember

Michael Perrow, Councilmember

Tim Payne, Councilmember

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 06/02/14
PASSED BY THE CITY COUNCIL: 06/09/14
RESOLUTION NO. 966



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance No. 1295 – 12 Month Interim Regulations on Food Trucks.

Proposed Council Action:
Hold Public Hearing and consider first reading of Ordinance NO. 1295

Dept. Origin: Planning Department
Prepared by: Lindsey Sehmel, AICP Senior Planner *LS*
For Agenda of: June 9, 2014
Exhibits: Draft Ordinance No. 1295

Initial & Date

Concurred by Mayor: *5/11 6.2.14*
Approved by City Administrator: *Mike Dawkins 5/30/14*
Approved as to form by City Atty: *via email 5/29*
Approved by Finance Director: *N/A*
Approved by Department Head: *JL 5/29/14*

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

The Planning and Building Committee considered draft regulations on food trucks at their January 7th and March 4th 2013 meetings. Those discussions relating to food trucks established the outline of the process and the preferred regulations. The proposed ordinance was based upon the desire to have the ‘basic pieces’ necessary for implementation during the summer of 2013.

Nearing closure of the 2013 Interim Ordinance, the Planning and Building Committee re-assessed the Ordinance in March of 2014. Without any applications submitted, it was determined to be premature to adopt permanent regulations; therefore staff is requesting consideration of a new ordinance allowing the use of Food Trucks throughout the following 12 month period.

STAFF ANALYSIS

The draft ordinance covers a comprehensive approach to the interim regulations. Adopting findings, interim zoning regulations related to the use, expiration sunset dates, and referral to Planning Commission for a work program. Staff analyzed over 10 separate cities’ adopted code relating to the use of food trucks to determine the most effective approach relating to the creation of development standards for the interim ordinance. Fire, Police, Public Works and other departments were provided a review of the language prior to submittal for Council consideration.

ORDINANCE NO. 1295

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING INTERIM ZONING REGULATIONS RELATING TO FOOD TRUCKS TO ALLOW THE USE OF FOOD TRUCKS WITHIN THE CITY OF GIG HARBOR AS OUTLINED IN THIS ORDINANCE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, food trucks are currently not allowed outside of special use permits and special event permits for public functions; and

WHEREAS, in the past, business owners have expressed a desire to expand dining options by allowing mobile food truck uses within specified zones; and

WHEREAS, the citizens of Gig Harbor have expressed a desire for more dining establishments in the City; and

WHEREAS, City Council approved Ordinance No. 1262 on May 28, 2013 allowing for a 12 month interim use of food trucks within the City; and

WHEREAS, under Ordinance No. 1262 there were no applications submitted during the allowed timeframe to assess the impacts of food trucks; and

WHEREAS, the City deems it premature to adopt permanent regulations prior to experiencing how the process works; and

WHEREAS, the Gig Harbor City Council has determined that the adoption of interim food truck regulations allowing the use on existing developed areas in the city is desired prior to the 2014 summer season, and due to the time needed to adopt permanent regulations, interim zoning regulations are necessary; and

WHEREAS, the interim land use controls may be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, upon a complete submittal of a food truck application, the Gig Harbor City Council is directing the Gig Harbor Planning Commission to review the impacts resulting from the interim regulations after the 2014 season; and

WHEREAS, given the timing of availability of information relating to impacts of the interim regulations and the work load of the Planning Commission, the City Council is directing the Planning Commission to review the interim regulations, to conduct such public hearings as may be necessary or desirable and to provide a recommendation to the City Council as to whether the City should adopt permanent regulations no later than May 2015; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the same proposal on May 1, 2013; and

WHEREAS, the Gig Harbor City Council considered the ordinance at first reading and public hearing on June 9, 2014; and

WHEREAS, on June 23, 2014, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to enact minimum zoning regulations for food trucks, which is a subset of fast food restaurants that provides an alternative to traditional sit-down restaurants and by its mobile nature can respond to dynamic and spontaneous consumer demand. The operational nature of a mobile food truck warrants permitting procedures and standards tailored to the transient nature of this use.

Section 3. Definitions.

- A. "Food Truck" means a fully operational and legally licensed vehicle or trailer located on private property from which a vendor prepares and serves food for sale to the general public.

Section 4. Interim Zoning Regulations.

- A. Zoning Districts. Food Trucks are allowed in the following zones: RB-2, DB, B-2, C-1, PCD-C, PCD-BP, PCD-NB, MUD, ED, and WC.
- B. Applications. In addition to the application requirements for minor site plan review, per chapter 17.96 GHMC, an application for a food truck shall include the following information:

- i. Location of truck on site;
- ii. Location of common eating area, if any;
- iii. Signed agreement from property owner(s);
- iv. Two parking stalls shall be demonstrated to be within 500' of truck location;
- v. A disposal plan for grease, sanitary sewer, and wastewater; and
- vi. An agreement or plan for restroom and hand washing needs.

C. Standards and Operational Requirements.

- i. Parking and Vehicular Circulation: A food truck cannot occupy any parking space that is required for a use on the same site and cannot block any designated travel or fire lane(s) within a parking lot.
- ii. No drive through: No food truck may provide or serve as a drive through facility.
- iii. Signs: Business identification and promotional signs and graphics applied to the surfaces of a food truck vehicle are exempt from a sign permit and not regulated in number or total area; all additional signage shall conform to the standards outlined in chapter 17.80 GHMC.
- iv. Refuse: A secured trash container of at least 30 gallon capacity shall be provided for business customer use at the location of the vendor and the vendor shall clean the area surrounding their use and remove the refuse container and its contents at the end of each business day.
- v. State and County requirements: All applicants shall meet state and county standards related to, but not limited to: food preparation, licensing, health and safety standards.

D. Applicability: The regulations set forth in this ordinance do not apply to food trucks approved through special event licenses and special use permits.

Section 5. Amendment to Land Use Matrix. Chapter 17.14.020 of the Gig Harbor Municipal Code shall be amended to include a notation that food trucks may be permitted subject to the interim regulations set forth in this ordinance.

Section 6. Expiration of Site Plan Approval. All minor site plan approvals under the interim regulations of this ordinance shall expire and become null and void upon the happening of any of the following events: (a) upon repeal or termination of the interim regulations by ordinance of the City Council; (b) upon the expiration of this ordinance by its terms or the expiration of any extension of these interim regulations; or (c) upon the date as may be established in an ordinance of the City Council adopting permanent regulations.

Section 7. Duration of Interim Zoning Regulations. The interim regulations adopted by this ordinance shall remain in effect for one year from the effective date of this ordinance and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 8. Referral to Planning Commission; Work Plan. The City of Gig Harbor Planning Commission is hereby directed to review the interim regulations and the impacts related to the interim regulations between December 2014 and April 2015, with at least one public hearing to occur by the end of April 2015. The Planning Commission shall make its final recommendation on whether the regulations, or some modification thereof, should be permanently adopted, to the City Council no later than the last Council Meeting in May, 2015.

Section 9. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 10. 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 11. 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 9th day of June, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Summerfield

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



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

Subject:

Repeal of GHMC 9.38 (Drug Paraphernalia)

Proposed Council Action:

Repeal GHMC 9.38 prohibiting the sale of drug paraphernalia in favor of RCW 69.50.4121 for consistency.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: June 9, 2014

Exhibit: GHMC 9.38 and RCW 69.50.4121 (Attached)

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

5/2/14
5/28/14
VIA EMAIL
3/28/14

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

With the passage of Initiative 502 and the subsequent Washington State law legalizing personal use amounts of marijuana, RCW 69.50.4121 was also modified to prohibit the selling et al of drug paraphernalia *for reasons other than the use of marijuana*. Gig Harbor Municipal Code 9.38 does not allow for the sale et al of paraphernalia designed to use marijuana. RCW 69.50.4121 has previously been adopted by the city and the repeal of GHMC 9.38 will eliminate conflicting language and law.

FISCAL CONSIDERATION

There is no fiscal impact to city in this action.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Repeal GHMC 9.38 in its entirety.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CONTROLLED SUBSTANCES; REPEALING CHAPTER 9.38 (DRUG PARAPHERNALIA) OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2006 the City Council adopted Ordinance No. 1055, codified at chapter 9.38 of the Gig Harbor Municipal Code, making certain conduct relating to drug paraphernalia illegal; and

WHEREAS, on November 6, 2012, Washington state voters approved Initiative 502 relating to limited legalization of marijuana under state law, codified in part in chapter 69.50 RCW, including an amendment relating to drug paraphernalia for marijuana purposes; and

WHEREAS, on February 25, 2013, the City Council amended section 9.14.010 of the Gig Harbor Municipal Code to incorporate by reference RCW 69.50.4121 which includes penalties for the selling or giving of drug paraphernalia for purposes other than marijuana; and

WHEREAS, the City Council desires to repeal chapter 9.38 of the Gig Harbor Municipal Code and rely on the provisions of RCW 69.50.4121 for consistency with state law; Now, therefore,

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

Section 1. Chapter 9.38 GHMC - Repealed. Chapter 9.38--Drug Paraphernalia--of the Gig Harbor Municipal Code is hereby repealed.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,
this _____ day of _____, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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

RCW 69.50.4121**Drug paraphernalia — Selling or giving — Penalty.**

(1) Every person who sells or gives, or permits to be sold or given to any person any drug paraphernalia in any form commits a class I civil infraction under chapter 7.80 RCW. For purposes of this subsection, "drug paraphernalia" means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance other than marijuana. Drug paraphernalia includes, but is not limited to objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing cocaine into the human body, such as:

(a) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;

(b) Water pipes;

(c) Carburetion tubes and devices;

(d) Smoking and carburetion masks;

(e) Miniature cocaine spoons and cocaine vials;

(f) Chamber pipes;

(g) Carburetor pipes;

(h) Electric pipes;

(i) Air-driven pipes; and

(j) Ice pipes or chillers.

(2) It shall be no defense to a prosecution for a violation of this section that the person acted, or was believed by the defendant to act, as agent or representative of another.

(3) Nothing in subsection (1) of this section prohibits legal distribution of injection syringe equipment through public health and community based HIV prevention programs, and pharmacies.

[2013 c 3 § 23 (Initiative Measure No. 502, approved November 6, 2012); 2002 c 213 § 2; 1998 c 317 § 1.]

Notes:

Intent -- 2013 c 3 (Initiative Measure No. 502): See note following RCW 69.50.101.

Chapter 9.38 DRUG PARAPHERNALIA

Sections:

- [9.38.010](#) Definitions.
- [9.38.020](#) Illegal conduct.
- [9.38.030](#) Remedies.

9.38.010 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. "Business" means any location, whether indoors or outdoors, at which merchandise is offered for sale.
- B. "Controlled substance" means those controlled substances set forth in the Revised Code of Washington (Chapter 69.50 RCW) or the United States Code (at 21 USC Sections 801 through 971) as such now exist or may hereafter be amended.
- C. "Display" means to show to a patron or to place in a manner so as to be available for viewing or inspection by a patron.
- D. "Distribute" means to transfer ownership or a possessory interest to another whether for consideration, as a gratuity or gift, for consignment, or otherwise.
- E. "Drug paraphernalia" means any of the following:
 - 1. Any item, whether useful for nondrug-related purposes or not, which is displayed, grouped with other items, advertised or promoted in a manner to reasonably suggest its usefulness in the growing, harvesting, processing, manufacturing, preserving, inhaling, injecting, or ingesting of marijuana, hashish, cocaine, methamphetamine, or any controlled substance.
 - 2. Any item, whether useful for nondrug-related purposes or not, which is designed, decorated, adorned, packaged or displayed in a manner to reasonably suggest its usefulness in the growing, harvesting, processing, inhaling, injecting, or ingesting of marijuana, hashish, cocaine, methamphetamine, or any controlled substance.
 - 3. Any item defined by any statute of the state of Washington as drug paraphernalia (Chapter 69.50 RCW) or by any statute of the United States Code (at 21 USC Sections 801 through 971) as drug paraphernalia.
 - 4. The term "drug paraphernalia" includes, without limitation, all equipment, products, and materials of any kind, whether useful for nondrug-related purposes or not, which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance. Drug paraphernalia includes, but is not limited to, objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body, such as:

- a. Kits used, intended for use, or primarily designed for use in the planting, propagating, cultivating, growing, or harvesting of any species of plant which is a controlled substance or from which a controlled substance or unlawful drug can be derived.
- b. Kits used, intended for use, or primarily designed for use in the manufacturing, compounding, converting, producing, processing or preparing of unlawful drugs or controlled substances.
- c. Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is an unlawful drug or controlled substance.
- d. Testing equipment used, intended for use, or designed for use in weighing or measuring unlawful drugs or controlled substances.
- e. Diluents and adulterants, such as quinine hydrochloride, mannitol/mannite, dextrose and lactose, used, intended for use, or designed for use in cutting or thinning unlawful drugs or controlled substances.
- f. Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or otherwise cleaning or refining, marijuana or other controlled substances.
- g. Blenders, bowls, containers, spoons and mixing devices used, intended for use, or designed for use in compounding unlawful drugs or a controlled substance.
- h. Capsules, balloons, containers, spoons and mixing devices used, intended for use or designed for use in compounding unlawful drugs or a controlled substance.
- i. Containers and other objects used, intended for use, or designed for use in storing or concealing unlawful drugs.
- j. Hypodermic syringes, needles, and other objects used, intended for use, or designed for use in parenterally injecting unlawful drugs or controlled substances.
- k. The phrase "designed for" in subsection (E)(4) of this section means a device which has been fabricated, constructed, altered, adjusted or marked especially for use in the smoking, ingestion, or consumption of marijuana, hashish, hashish oil, cocaine, or any other "controlled substance" and is peculiarly adapted to such purposes by virtue of a distinctive feature or combination of features associated with drug paraphernalia, notwithstanding the fact that it might also be possible to use such device for some other purpose. Such drug paraphernalia includes, but is not limited to, the following items or devices:
 - i. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - ii. Water pipes;
 - iii. Carburetion tubes and devices;
 - iv. Smoking and carburetion masks;

- v. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand, whether the device is known as a "roach clip" or otherwise;
- vi. Miniature cocaine spoons, cocaine vials, or any spoon used, intended for use or primarily designed for ingestion of a controlled substance;
- vii. Chamber pipes;
- viii. Carburetor pipes;
- ix. Electric pipes;
- x. Air-driven pipes;
- xi. Chillums;
- xii. Bongs;
- xiii. Ice pipes or chillers;
- xiv. Wired cigarette papers;
- xv. Cocaine freebase kits;
- xvi. A device constructed so as to prevent the escape of smoke into the air and to channel smoke into a chamber where it may be accumulated to permit inhalation or ingestion of larger quantities of smoke than would otherwise be possible, whether the device is known as a "bong" or otherwise;
- xvii. A device constructed so as to permit the simultaneous mixing and ingestion of smoke and nitrous oxide or other compressed gas, whether the device is known as a "buzz bomb" or otherwise;
- xviii. A canister, container, or other device with a tube, nozzle, or other similar arrangement attached thereto so constructed as to permit the forcing of smoke accumulated therein into the user's lungs, under pressure, whether the device is known as a "power hitter" or otherwise;
- xix. A straw or tube for ingestion of a controlled substance through the nose or mouth; and
- xx. A smokable pipe constructed with a receptacle or container in which water or other liquid may be placed into which smoke passes and is cooled in the process of being inhaled or ingested.

I. In determining whether an object is "drug paraphernalia," a court, hearing officer or other authority may consider the following, in addition to the foregoing and all other logically relevant factors:

- i. Statement by an owner or by anyone in control of the object concerning its use;
- ii. Proximity of the object to controlled substances;

- iii. Existence of any residue of controlled substances on the object;
- iv. Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver to persons whom he or she knows, or reasonably should know, intend to use the object to facilitate a violation of the laws of the state of Washington or the United States relating to controlled substances;
- v. Descriptive materials or instructions, written or oral, accompanying the object, which explain or depict its use;
- vi. National and local advertising concerning its use;
- vii. The manner in which the object is displayed for sale, including its proximity to other objects falling within the definition of drug paraphernalia;
- viii. The existence and scope of legitimate uses for the object in the community;
- ix. Expert testimony concerning its use, including testimony from law enforcement personnel regarding their knowledge and experience concerning its use.

F. "Manufacture" means to fabricate, make, produce, create, assemble, modify, adapt, or turn out.

G. "Patron" means a person who enters a business for the purpose of purchasing, or viewing as a shopper, merchandise offered for sale at the business;

H. "Person" means a natural person or any firm, partnership, association, corporation or cooperative association. (Ord. 1055 § 1, 2006).

9.38.020 Illegal conduct.

A. It is unlawful for any person to deliver, possess with intent to deliver, or manufacture with intent to deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance.

B. It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication, any advertisement, knowing or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of drug paraphernalia.

C. It is unlawful for any person to sell, give, or permit to be sold or given, to any person, any drug paraphernalia in any form. (Ord. 1055 § 1, 2006).

9.38.030 Remedies.

A. Any person who violates any provision of GHMC [9.38.020](#) commits a civil infraction under Chapter 7.80 RCW and shall be punished by a fine of \$250.00. It shall be no defense to a prosecution for an infraction issued under this subsection that the person acted or was believed by the defendant to act, as agent or representative of another; provided, that

nothing in this section prohibits legal distribution of injection syringe equipment through public health and community-based HIV prevention programs.

B. Any person 18 years of age or over who violates GHMC [9.38.020](#) by delivering drug paraphernalia to a person less than 18 years of age who is at least three years his junior shall be guilty of a gross misdemeanor. Upon conviction, said person shall be punished according to GHMC [1.16.010](#).

C. Any person who violates subsections A or B of this section and has previously been found to have committed an infraction under either of those subsections within the most recent 24-month period shall be guilty of committing a misdemeanor. Upon conviction, said person shall be punished according to GHMC [1.16.010](#). (Ord. 1055 § 1, 2006).

The Gig Harbor Municipal Code is current through Ordinance 1292, passed April 28, 2014.

Disclaimer: The City Clerk's Office has the official version of the Gig Harbor Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.cityofgigharbor.net/>
(<http://www.cityofgigharbor.net/>)
City Telephone: (253) 853-7613
Code Publishing Company
(<http://www.codepublishing.com/>)



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

Subject: First Reading of Ordinance increasing the size of the Park Commission.

Proposed Council Action: Consider approval of the ordinance and bylaws at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director *AL*

For Agenda of: June 9, 2014

Exhibits: Ordinance and By-laws

Initial &
Date

Concurred by Mayor: *JL 6.4.14*
Approved by City Administrator: *KEW 6/3/14*
Approved as to form by City Atty: *VIA EMAIL 6/3/14*
Approved by Finance Director: *JP 6/3/14*
Approved by Department Head: *AL 6/3/14*

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

At the February 22, 2014 Council Retreat the City Council requested Public Works consider increasing the number of the Parks Commission members from five to seven. At the April 2, 2014 Parks Commission meeting this increase was considered.

The Gig Harbor City Council and the City's Parks Commission subsequently discussed the topic at their joint work study session on May 19, 2014. Some of the benefits of increasing the size of the Parks Commission to seven members presented at the joint work study session included better operational continuity, broader input base, and reduced the burden of individual commission members.

The attached ordinance and bylaws identify changes necessary for the Parks Commission increase from five to seven members and correct minor discrepancies based on previous name and position changes.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The number of members was reviewed by the Parks Commission at their April 2, 2014 meeting and by both the City Council and the Parks Commission at the joint work study session on May 19, 2014.

RECOMMENDATION/MOTION

Consider approval of the ordinance and by-laws at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO INCREASING THE SIZE OF THE PARKS COMMISSION FROM FIVE TO SEVEN MEMBERS AND CLARIFYING THE CITY'S RESPONSIBLE REPRESENTATIVE; AMENDING SECTIONS 2.50.010, 2.50.040, AND 2.50.060(B) OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gig Harbor City Council and the City's Parks Commission discussed at their joint work study session on May 19 the benefits of maintaining the current size of the Parks Commission at five members or increasing the size to seven members; and

WHEREAS, some of the benefits of increasing the size of the Parks Commission to seven members includes better operational continuity, broader input base, and reduced the burden of individual commission members; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on June 9, 2014.

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

Section 1. Section 2.50.010 - Amended. Section 2.50.010 of the Gig Harbor Municipal Code is hereby amended as follows:

- A. The city of Gig Harbor parks commission, consisting of ~~five~~ seven members, appointed by a vote of the majority of the city council, is hereby established.
- B. The purpose of the parks commission is to advise the mayor and city council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the city council.
- C. Commission members shall initially be selected for staggered terms. Three commissioners or their successors will serve a one-, two- or three-year term based on the position, except that Position 7 shall initially serve a two-year term. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission

members' terms shall expire on March 31st and all successive terms shall commence on April 1st.

D. Commission Appointments.

1. Appointments to the parks commission will be by the city council during a regularly scheduled meeting. Each member of the commission shall be a resident of the city of Gig Harbor or residing within the City's urban growth area at the time of appointment and throughout her or his time in office.
2. When reviewing appointments to the parks commission, residents of the city of Gig Harbor will be given preference.
3. The council shall seek the advice and input of the commission prior to making any commission appointments.

E. Vacancies occurring other than through the expiration of terms shall be filled by the council, in consultation with the parks commission, within 90 days of the vacancy, for the unexpired term.

F. Members may be removed by the city council for any reason.

Section 2. Section 2.50.040 - Amended. Section 2.50.040 of the Gig Harbor Municipal Code is hereby amended as follows:

A majority of the members of the commission shall constitute a quorum. A quorum of the commission shall be necessary to legally act on any matter before the commission. For a ~~five~~ seven-member commission, a quorum is ~~three~~ four members.

Section 3. Section 2.50.060(B) - Amended. Section 2.50.060(B) of the Gig Harbor Municipal Code is hereby amended as follows:

The director of ~~operations~~ public works shall be responsible for providing administrative and staff services for the commission.

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. 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 June, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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

**BYLAWS OF THE ~~FRIENDS OF THE PARKS~~
COMMISSION OF THE
CITY OF GIG HARBOR**

**ARTICLE I
ORGANIZATION OF THE COMMISSION**

1. A new Chairperson and Vice Chairperson shall be selected by and from the members of the Commission at the beginning of each term, or as soon thereafter as feasible.
2. In the event of the resignation of the Chairperson, the Vice-Chairperson shall assume the office of Interim Chairperson until the Commission elects a new chairperson. In the event of the resignation of the Vice-Chairperson the Commission shall expeditiously appoint a new officer to fill the position. In the absence of the Chairperson, the Vice-Chairperson shall conduct the meeting.
3. The Chairperson shall preside at all Commission meetings and have the powers generally assigned such office in conducting the meetings. It shall be the Chairperson's duty to see that the transaction of Commission business is in accord with law and with these Bylaws.
4. The Director of ~~Operations~~ Public Works, or a designee, shall serve as Executive Secretary of the Commission. The Executive Secretary shall keep the minutes of all regular, recessed and special meetings of the Commission; such minutes shall be approved by the Commission. The Executive Secretary shall give notice of all regular and special meetings to ~~Friends of~~ The Parks Commission members, shall prepare the agenda of regular and special meetings, and shall serve notice of all meetings and public hearings through the City Clerk or Assistant City Clerk. The City Clerk or Assistant City Clerk shall maintain a file of all studies, plans, reports, recommendations and official records of the Commission.

**ARTICLE II
MEETINGS**

1. Special meetings of the Commission may be called by the Chairperson and must be called upon written request of any ~~three~~ four members of the Commission. Written notice of such a meeting and its purpose shall be given to all members not less than twenty-four hours in advance thereof, and the same notice shall be posted in City and at the city's regular posting locations and on the city website.

2. Any regular meeting may be recessed to a definite time and place by a majority vote of the Parks and Recreation Commission members present at the meeting.
3. To provide a fair and efficient forum for the conduct of business at Friends of The Parks Commission meetings, meeting will be conducted in accordance with Robert's Rules of Order, and shall include the following rules:
 - a. No person shall address the Commission without first obtaining recognition from the Chairperson.
 - b. The order of business shall be as prescribed on the agenda. Changes to the agenda order shall be approved by majority vote of Commissioners present.
 - c. In instances where a written staff report has been prepared, the staff representative upon recognition by the Chairperson shall present the report for the record.
 - d. Following the presentation of the staff report the Commission shall be afforded to question the staff regarding the material in the report.
 - e. After questioning of the staff is completed the Chairperson may recognize the applicant or proponent of that item of business to speak. Following the proponents remarks, any other person wishing to speak on the matter may be recognized by the chairperson.
 - f. Once any person has spoken in regard to a specific matter before the Commission, he/she shall not be recognized to speak again until all persons wishing to speak have been given the first opportunity to do so.
 - g. Following the presentation by each speaker, the Friends of The Parks Commission shall be afforded the opportunity to question the speaker regarding the information presented by the speaker.

ARTICLE III
VOTING AND ACTIONS OF THE COMMISSION

1. At all meetings of the Commission, each member shall have one vote on each motion. The Chairperson shall have one vote and shall enjoy the same opportunity to vote as afforded to all other Commission members. Voting shall be by a simple majority. There shall be no voting by proxy. No matter may be voted upon unless the matter has been discussed at a previous meeting of the Commission.

2. Each formal action of the Commission shall be written in a formal motion which will be entered verbatim into the Minutes. The Chairperson shall, at the Chairperson's discretion or at the request of any Commission member, read the motion before the motion is voted on, as provided for in Section 1 above.

ARTICLE IV **COMMITTEES**

1. The ~~Friends of the Parks~~ Commission may establish from time to time such standing or special committees as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of a maximum of four members. Each special committee shall consist of a minimum of five ~~four~~ members, the members can not be a current commissioner, and all members of the commission shall be residents of the City of Gig Harbor or residing within the City's urban growth boundary at the time of appointment and throughout their time in office. No standing or special committee shall have the power to commit the ~~Friends of The Parks~~ Commission to the endorsement of any plan or program without its submission to, and the approval of, the body of the Commission.

ARTICLE V **AMENDMENTS**

1. These Bylaws may be amended, from time to time, at the discretion the City Council. The commission may recommend revisions to the bylaws subsequent any regular March or September meeting.

CERTIFICATION

The undersigned Secretary of the City of Gig Harbor ~~Friends of The Parks~~ Commission does hereby certify that the above and foregoing Bylaws have been duly adopted by the members of said Commission as the Bylaws of said Commission, said Bylaws having been adopted on _____, 20__.

Secretary of City of Gig Harbor
~~Friends of the Parks~~ Commission



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance No 1298 – 2014 Comprehensive Plan Amendment – The Harbor Element

Proposed Council Action: Hold public hearing, review amendments and draft ordinance.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, AICP
Senior Planner

LS

For Agenda of: June 9, 2014

Exhibits: Draft ordinance with attachments

Initial & Date

Concurred by Mayor:

BS 6/3/14

Approved by City Administrator:

RW 6/2

Approved as to form by City Atty:

via email 5/29

Approved by Finance Director:

N/A

Approved by Department Head:

JK 6/2/14

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The attached ordinance reflects the proposed amendments to the new Element of the Comprehensive Plan titled “The Harbor”. This amendment is reflective of the work that was done in regards to the Harbor Vision committee and public input received in 2011 and 2012 and is the next step in the process begun by the Mayor and City Council.

Active Application:

PL-COMP-13-0002 – The Harbor Element

Summary: A text amendment to the Comprehensive Plan, incorporating a new element that recognizes and defines a specific area which encompasses the historic residential and commercial areas around the waterfront and labels it as “The Harbor”. It also incorporates the adopted Vision Statement that envisions the community’s respect for the area’s past and its aspirations for the future. Additionally, it incorporates goals and policies to further define and protect the core values and achieve the aspirations for “The Harbor”. This amendment is sponsored by the City of Gig Harbor.

POLICY ANALYSIS

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the criteria found in GHMC 19.09.170 and make written findings regarding each application’s consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria should be approved. The applicable criteria for approval are included in the ordinance.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 24, 2013 per WAC 197-11-340(2). The appeal period for the DNS expired on September 22, 2013.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

Planning Commission recommendation is attached as Exhibit A to Ordinance No. 1298.

RECOMMENDATION / MOTION

Hold public hearing, review amendments and draft ordinance.

ORDINANCE NO. 1298

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, ADDING A NEW ELEMENT TO THE COMPREHENSIVE PLAN TITLED "THE HARBOR"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, except under circumstances not applicable here, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on April 8, 2013, the City Council evaluated the comprehensive plan amendment applications submitted for the 2013 annual cycle, held a public hearing on such applications, and forwarded the Harbor Element policies comprehensive plan amendment (PL-COMP-13-0002) to the Planning Commission for further processing in the 2013 Comprehensive Plan annual cycle; and

WHEREAS, the staff notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on July 24, 2013, pursuant to RCW 36.70A.106; and

WHEREAS, on July 24, 2013 the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for comprehensive plan amendment applications, pursuant to WAC 197-11-340(2); and

WHEREAS, on January 30, 2014 the Planning Commission held an open house and public hearing on the proposed amendments; and

WHEREAS, on March 3, 2014 the City Council and Planning Commission held a joint study session meeting to discuss the proposed amendments; and

WHEREAS, the Planning Commission finalized their recommendation on May 1, 2014; and

WHEREAS, a notice of public hearing was published per GHMC 19.09.110 on May 28, 2014 in the local newspaper; and

WHEREAS, the Gig Harbor City Council had a first reading and Public Hearing of an Ordinance implementing the recommendations for The Harbor Element on June 9, 2014; and

WHEREAS, the Gig Harbor City Council had a second reading of an Ordinance implementing the application and amending the Comprehensive Plan on _____, 2014;

Now, Therefore,

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

Section 1. Comprehensive Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following application was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** None to date (complete after public hearing)

D. **Criteria for Approval.** The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the criteria found in GHMC 19.09.170 make written findings regarding the applications consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 are as follows:

19.09.170 Criteria for approval.

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable inter-jurisdictional policies and agreements, and/or other state or local laws; and

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

D. The proposed amendment advances the public interest; and

E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:

1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and

2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and

3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

E. Applications. The City Council hereby enters the following findings and conclusions for each application:

1. PL-COMP-13-0002 – The Harbor Element

Summary: A text amendment adding a new element in the Comprehensive Plan to incorporate goals and policies that address the Harbor Vision adopted by City Council in late 2012. This amendment is sponsored by the City of Gig Harbor.

Findings:

- a) The addition of the proposed goals and policies to encourage and enhance the downtown area provides more specificity on how the following goals could be accomplished. The City Council finds that the proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan.
- b) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.

- c) The Growth Management Act allows comprehensive plans to include optional elements, which can include subarea plans that are consistent with the comprehensive plan. (RCW 36.70A.080). The City Council finds the Harbor Element is consistent with the remainder of the Comprehensive Plan.
- d) The City Council finds that the proposed policies do not adversely affect the City's transportation facilities. Instead the policies help support improvements to the city's transportation facilities.
- e) The City Council finds that the infrastructure, facilities and services needed are currently in place to meet current land use assumptions for the growth potential of the City.
- f) City Council finds that his amendment serves the public interest by adding policies to encourage the protection and development of The Harbor through the implementation of the Harbor Vision for the citizens and users of Gig Harbor.
- g) Criterion GHMC 19.06.170(e) does not apply to this process.

Conclusion: After consideration of the materials in the file, staff presentation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application **PL-COMP-13-0002**, as identified in **Exhibit A** attached to this Ordinance.

Section 2. Transmittal to State. The Planning Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Commerce Department within ten days of adoption, pursuant to RCW 36.70A.106.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of June 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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



DEVELOPMENT SERVICES
NOTICE OF RECOMMENDATION

**CITY OF GIG HARBOR PLANNING COMMISSION
PL-COMP-13-0002**

TO: Mayor Guernsey and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-COMP-13-0002 – The Harbor Element

This action is the next step in the process begun by the Mayor and City Council in 2011 to develop a community vision for "downtown" Gig Harbor and create a framework for its achievement. Throughout the various public forums held during the process it has become clear that, while the community desires additional services in areas around the waterfront, any change should respect Gig Harbor's basic core values. The Vision Statement adopted by the City Council in December 2012 defined those values. The action proposed herein:

- a. Recognizes and defines a specific area which encompasses the historic residential and commercial areas around the waterfront and labels it as "The Harbor".
- b. Incorporates the "Vision Statement" that envisions the community's respect for the area's past and it's aspirations for the future.
- c. Incorporates goals and policies to further define and protect core values and achieve the aspirations.

Having held 12 work study sessions, an open house and public hearing on January 30, 2014, and a joint City Council/Planning Commission work session on March 3, 2014 the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** the following Comprehensive Plan amendment:

PL-COMP-13-0002: The Harbor Element. Adding a new element to the Comprehensive Plan that aligns with the adopted vision statement.

Please see Attachment "A" – Copy of complete proposed chapter.

CRITERIA FOR APPROVAL

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The Planning Commission has determined that criterion E does not apply as the proposal is not a land use amendment and does not increase the density or intensity of permitted

development. The recommendation is based on the following analysis of the applicable criteria:

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

The addition of the proposed goals and policies to encourage and enhance the downtown area provides more specificity on how the following goals could be accomplished.

Goals:

2.2 Define Identity and create community based urban form: *The new element incorporates specific goals and policies relating to the identified "Harbor" neighborhood. The goals and policies proposed for adoption stem from the results of the community visioning process and are specific to the identified area.*

3.19 To assure consistency between zoning regulations and historic preservation objectives: *The new element contains goals and policies to balance the pressures of growth with the adopted design standards and historic preservation guidelines. In addition to residential regulations, the new element provides goals and policies to increase public awareness of historic impacts to the community.*

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

The Planning Commission finds that the proposed policies are consistent with the Growth Management Act, Vision 2040 and the Pierce County Countywide Planning Policies as follows:

The Growth Management Act allows comprehensive plans to include optional elements, which can include subarea plans that are consistent with the comprehensive plan. (RCW 36.70A.080). The Planning Commission finds the Harbor Element is consistent with the remainder of the Comprehensive Plan.

Vision 2040 calls for supporting the development of centers within all jurisdictions, including town centers and activity nodes (MPP-DP-11)

The adopted Countywide Planning Policies support the development of high quality, compact communities that; impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use. (Goal CU-1)

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

The Planning Commission finds that the proposed policies do not adversely affect the City's transportation facilities. Instead the policies help support improvements to the city's transportation facilities.

D. The proposed amendment advances the public interest; and

This amendment serves the public interest by adding policies to encourage the protection and development of The Harbor through the implementation of the Harbor Vision for the citizens and users of Gig Harbor.

Harris Atkins, Chairman
Planning Commission



Date 5/1/2014

cc: Planning File

Chapter 3 THE HARBOR

Introduction

Gig Harbor’s downtown is widely recognized as quaint, charming, and historic. And although the City’s remaining historic structures are modest in size, materials, and form, they represent an important cultural identity that continues to draw visitors, shoppers, and residents to the area. That draw created economic pressures on the City and ultimately required the City to grow in the North and Westside of town to accommodate the needs of the new citizens without impacting the downtown character and form.

In response to concerns of growth to the downtown area, in 1992, the City of Gig Harbor held public forums to discuss the future of the downtown. It was evident from the forum that citizens like our small town scale, and favored development that reflects the town’s historic form of architecture and natural environment. In 1996, design standards were established to preserve and enhance the character of the City. In 2009, a downtown inventory of historic structures¹ was completed. The Inventory provided an Intensive- Level Survey of Historic Resources used for 2012’s second public visioning exercise that resulted in creation of a vision statement and boundary map for what is now defined as “The Harbor”. Both were adopted by City Council in December of 2012.

It is the intent of this chapter to address the community’s desires, their concerns for future development and how to best preserve the beauty found in downtown Gig Harbor. The following goals and policies reflect extensive public input and outreach that spans decades of work. It provides a framework for the future, allowing growth and vitality to occur in a manner that does not impact The Harbor’s historical context.

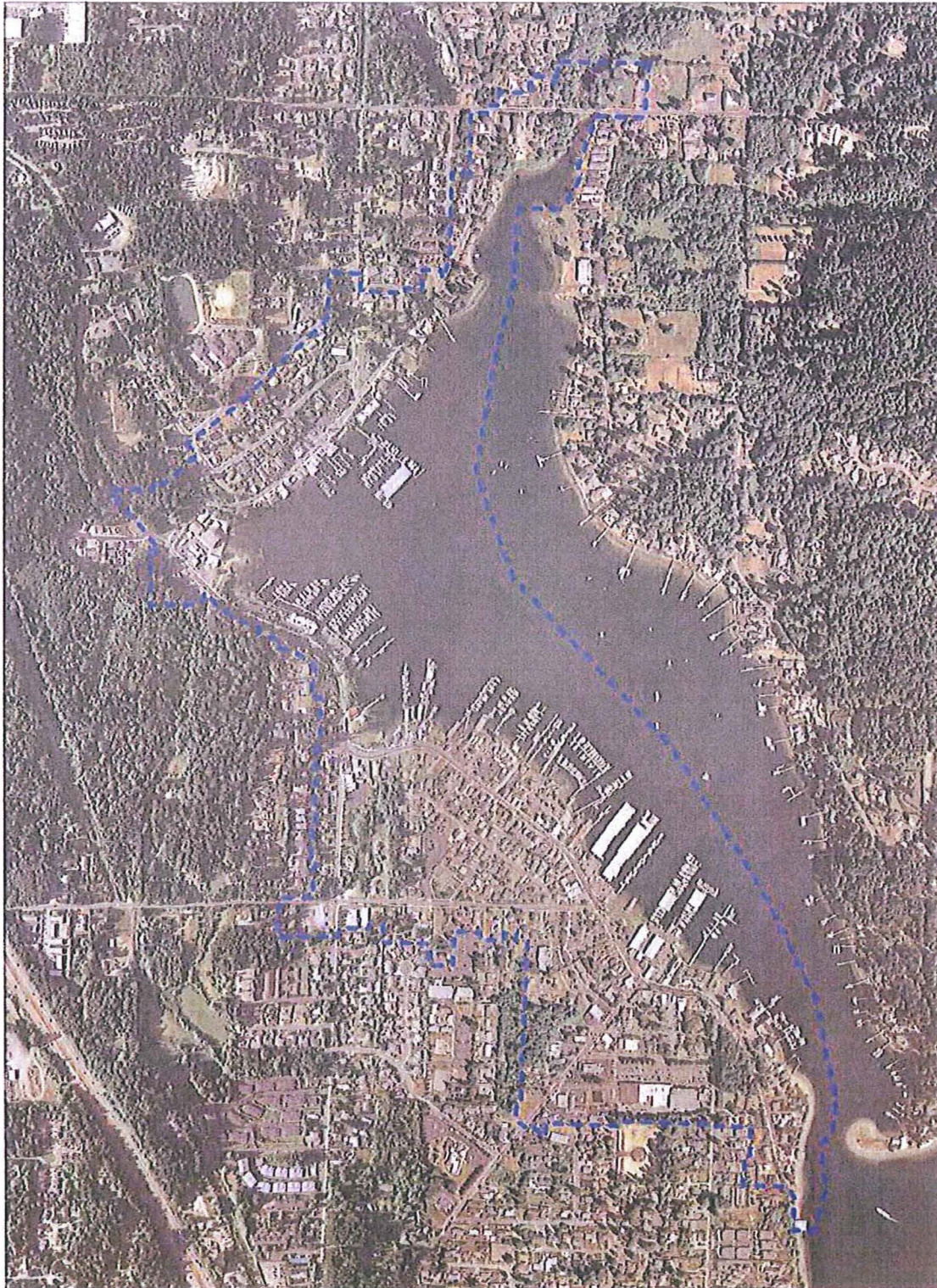
The Harbor Vision

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

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

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

¹ The 2009 Downtown Historic Inventory is available for review at Gig Harbor Planning Department and can be found on the Washington State WISSARD database.



The Harbor area as discussed in this chapter is outlined in blue on the map above.

THE HARBOR VISION GOALS AND POLICIES

It is the City’s desire to have mixed uses along the waterfront in Gig Harbor area’s including those commercial endeavors such as commercial fishing, boating, marine shops and services, restaurants and retail shops, as well as residential uses which provide the bay’s unique appeal. Continue to develop and enhance the recreation, tourism and marine industries along Gig Harbor waterfront as an economic asset in a manner that will enhance the public enjoyment of and public access to the bay.

Circulation

GOAL 3.1: Provide the opportunity to walk, bike, and utilize public transportation to move the residents, visitors, and boaters in a safe and orderly fashion in The Harbor.

3.1.1. Facilitate pedestrian access throughout The Harbor by linking the public park system for an inviting pedestrian experience.

3.1.2. Support and plan for public transportation opportunities and work in collaboration with public transit to establish “around town” transit service throughout the year, allowing residents, visitors and boaters accessibility to and from The Harbor.

Walkability

GOAL 3.2: Create and maintain a pedestrian-friendly environment throughout The Harbor by emphasizing safety, maintenance, and comfort.

3.2.1. Limit the speed limit for traffic throughout The Harbor to calm traffic.

3.2.2. Maintain stop signs and existing levels of services for vehicular transportation.

3.2.3. Incorporate features to facilitate pedestrian crossing and increase visibility for both drivers and pedestrians.

3.2.4. Provide amenities such as landscaping, common areas, seating areas, lighting, waste containers and signage in keeping with The Harbor’s character and scale.

3.2.5. Promote a clean and healthy walkable environment.

Views

GOAL 3.3: Protect the views of the bay from within The Harbor area and from the bay toward The Harbor.

3.3.1. Require waterfront developments to provide for additional docks, paths, walkways, overlooks, picnic and seating areas, fishing piers or areas, overlooks, and viewpoints as outlined in the City’s Shoreline Management Program.

3.3.2. Establish a program that would provide incentives for view corridors that exceed

requirements.

3.3.3. Explore opportunities to underground utility lines throughout The Harbor.

3.3.4. Recognize that trees and vegetation are assets; allow trees and vegetation to be a part of the view both from the water and towards the water. Panoramic views, when they occur, are not intended to be void of trees and vegetation, even in the foreground.

- a) Limited numbers of trees and shrubs should not be considered an obstruction to a view.
- b) Recognize that every tree impacts someone's view to one degree or another.

3.3.5. Establish landscape standards that support the desire to view the bay while walking and driving along Harborview and North Harborview Drive throughout The Harbor area.

Natural Environment

GOAL 3.4: Protect the native and built environment from degradation and pollution, and require low impact development where feasible.

3.4.1. Encourage open waters and sustainable land development and building practices in the construction of new development.

3.4.2. Develop measures to conserve native vegetation along shorelines.

Maintaining well-vegetated shorelines is preferred over clearing vegetation to create views or provide lawns. Limited and selective clearing for views and lawns should be allowed where slope stability and ecological functions are not compromised. Trimming and pruning are generally preferred over removal of native vegetation.

3.4.3. Establish environmental protection incentives to strengthen the ecological functions in The Harbor.

3.4.4. Preserve and protect habitat which provides the shoreline's unique value, including the Crescent Creek and Donkey Creek estuaries, and critical saltwater habitats which include kelp beds, eelgrass beds, spawning and holding areas for forage fish such as surf smelt and sand lance, sand spits, mud flats, and areas with which priority species have a primary association.

3.4.5. Maintain or enhance the quantity and quality of surface and ground water by effectively managing the location, construction, operation, and maintenance of all shoreline uses and developments.

City Properties & Parks

GOAL 3.5: Establish and manage a well-balanced system of public properties along the waterfront of The Harbor to meet the needs and desires of the community.

3.5.1. Create complementary parks and uses throughout The Harbor. Balance services and active recreational uses for all users of the park system.

3.5.2. Develop existing publicly owned shoreline properties to provide additional public access where appropriate. Create a mixture of active and passive recreational uses that do not intrude on the natural features of the shoreline or the residential neighborhoods.

3.5.3. Coordinate with outside public and private agencies and organizations to acquire and preserve additional public shoreline and open water access.

3.5.4. Maintain that publically owned parks are available for public use and uses that provide the greatest public benefit of citizens and visitors alike.

Historic Character

GOAL 3.6: Retain and protect the unique character of historic business and residential neighborhoods within The Harbor.

3.6.1. Maintain the Design Manual to reflect the traditional characteristics of The Harbor.

3.6.2. Establish and define the integrity of small planning areas which have common boundaries, uses and concerns using transition land-use areas and buffers/open space.

3.6.3. Establish design standards and development regulations shall recognize and complement neighborhood characteristics.

- a) Adopt setback, height and building size standards which reflect historic development patterns.
- b) Review minimum lot size standards and impervious coverage requirements to allow development patterns consistent with historic densities.
- c) Regarding lot division, address size compatibility with historical standards.

3.6.4. Define standards which encourage building forms consistent with existing historic designs (e.g., massing, roof styles and scale).

3.6.5. Respect existing topography and minimize visual impacts of site grading. Existing topography should be maintained while still providing usable yards and open space. Retaining walls, when necessary, should be terraced and enhanced and/or screened to minimize their visual impact.

Historic Scale

GOAL 3.7: Encourage maintenance and/or adaptive reuse of existing structures. If existing structures cannot be practically preserved or modified, ensure that re-development complement the human form and historically recognized scale of commercial and residential structures within The Harbor.

3.7.1. Allow retention of existing heights, setbacks and massing of historic structures which are renovated.

3.7.2. Maintain an appropriate scale and relationship between structures in residential and commercial neighborhoods, and specifically at points where the zones meet.

3.7.3. Floor area ratio standards should be established for the distinct historical neighborhoods and districts. This would require new development to maintain a reasonable proportion of building to lot size.

3.7.4. Encourage houses which engage the neighborhood through front porch design, window placement, etc.

3.7.5. Encourage quality building materials that reflect Gig Harbor's historic structures.

3.7.6. Support architectural design that respects and complements the built environment in relation to the history and cultural aspects of The Harbor.

3.7.7. Properties considered eligible for the City's historic register have an important historical value to the community and should be carefully preserved as close to their original form as possible.

3.7.8. Adopt zoning, financial and design incentives and adaptive re-use provisions for eligible properties and those listed on the City's Historic Register in order to streamline the permitting to encourage preservation of such structures.

3.7.9. Design Standards should allow for adaptive reuse.

3.7.10. Refine historic district zoning boundaries to better reflect each historic district or neighborhood.

Design

GOAL 3.8: Promote the highest quality design standards for future development within The Harbor which recognize the unique historic character and structures of The Harbor.

3.8.1. Emphasize active public orientation of structures by providing common areas and direct access from surrounding public areas (street and water ward). Discourage blank walls and privacy fences.

3.8.2. Develop incentives to encourage mixed-use structures in commercial areas and nodes.

3.8.3. Incorporate visual points of interest into building and landscape design that is viewable from the public street. Design landscaping to complement the site design and not create visual barriers.

3.8.4. Minimize asphalt coverage along waterfront parcels.

Standard parking requirements have prompted removal of structures characteristic of Gig Harbor's historical development and have encouraged bleak expanses of asphalt along the waterfront. To counter this trend consideration should be given to:

- a) Revised parking standards for waterfront districts.
- b) Development of off-site parking areas, public and private, and/or shared parking areas.

- c) Use of low impact development paving materials.
- d) Parking standards shall respect neighborhoods and limit impacts.

3.8.5. Maintain a balance in land use development so that from a number of viewpoints any single structure does not overpower or detract from the others. Maintain a human scale so that new structures do not overpower existing development and do not dominate the existing character in terms of size, location or appearance.

Cultural Heritage

GOAL 3.9: Support and enhance recognition of the cultural heritage of The Harbor.

- 3.9.1.** Support the commercial fishing fleet as a significant cultural resource.
- 3.9.2.** Identify, preserve, enhance, and promote the evolution of Gig Harbor's multicultural heritage, human history of the City and its neighborhoods, traditions, and cultural features including historic sites, buildings, artworks, objects, views, and monuments.
- 3.9.3.** Identify and incorporate significant historic and cultural lands, sites, artifacts, and facilities into the public waterfront.
- 3.9.4.** Support the development of collaborative educational programs that focus on The Harbor's cultural heritage.
- 3.9.5.** Support the efforts of organizations which provide cultural programs and activities to the public.
- 3.9.6.** Encourage the owners of historic sites and structures to provide increased public access through the establishment of an incentive program or as mitigation for new site development.
- 3.9.7.** Support and promote the signage of landmarks to educate the public on Gig Harbor's culture and history.

Vibrancy

GOAL 3.10: Support the diversity of The Harbor through a balance of uses.

- 3.10.1.** Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.
- 3.10.2.** In order to meet the needs of current and future residents, promote job/housing balance in The Harbor.
- 3.10.3.** Encourage appropriate commercial and retail services at street level to improve the pedestrian experience.
- 3.10.4.** Increase residential mixed use in commercial nodes.
- 3.10.5.** Create a balance between services, amenities, and uses within The Harbor to be

accessible by all.

Housing

GOAL 3.11: Encourage the development of a variety of housing types, sizes, and densities compatible with the neighborhoods within The Harbor in order to accommodate the diverse needs of residents.

3.11.1. Support development that provides a mix of attached and detached housing units.

3.11.2. Ensure that standards for attached and detached accessory dwelling units on a single family lot enhance the character of the established neighborhood.

3.11.3. Promote fair and equal access to housing for all persons and prohibit any activity that results in discrimination in housing.

Economic Vitality

GOAL 3.12: Support and encourage a strong, diversified, and sustainable economy, while respecting the natural and cultural environment and preserving/enhancing the quality of life in the community.

3.12.1. Identify and amend current regulations and procedures that inhibit economic vitality within The Harbor.

3.12.2. Work with the downtown businesses, property owners and community groups to establish a stronger economic base in The Harbor.

3.12.3. Support the establishment of additional parking opportunities through the development of a public parking structure or a shared parking program, without sacrificing or impacting the historical structures and waterfront.

3.12.4. Encourage historic preservation and cultural conservation that supports economic development.

Economic Diversity

GOAL 3.13: Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors.

3.13.1. Identify and encourage sectors of the economy within The Harbor where opportunity might exist to create additional jobs and identify potential strategies for attracting employment.

3.13.2. Encourage local business development opportunities through the promotion of small business programs and reuse of structures, particularly for small startup businesses which may be owned by or employ local residents.

3.13.3. Provide reasonable guidelines and standards for the siting of home-based businesses in residential neighborhoods. Ensure that home-based businesses do not alter or impact the

residential character of neighborhoods.

3.13.4. Encourage evening activities in the commercial districts.

3.13.5. Support the establishment of small-scale entertainment venues for little theater and musical performances.

Revitalization

GOAL 3.14: Increase economic opportunities through the revitalization of and reinvestment in properties.

3.14.1. Assist with planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within The Harbor.

3.14.2. Encourage and support the revitalization of commercial areas through a variety of incentives such as, but not limited to:

- a) Reduced fees for permits or utility connections; and
- b) Consideration of waivers from land use performance standards, as appropriate; and
- c) Multi-Family Tax Exemptions; and
- d) Reduced parking standards.

3.14.3. Help local private and public organizations structure special improvement districts including parking and business improvement authorities, local improvement districts, or other programs necessary for the effective revitalization of older business and commercial areas of The Harbor when such ventures provide public benefits and are appropriate to the long-range goals of the city.

Maritime Services

GOAL 3.15: Promote The Harbor, bay, and related waterfront lands with improvements and features that support uses related to commercial and recreational boating and water activities.

3.15.1. Promote use of mixed use developments, buffer zone setbacks, common shoreline or dock improvements, and other innovative concepts which conserve, allow, or increase the possible retention of valuable fishing and recreational water activities within The Harbor.

3.15.2. Support the development of temporary docking facilities for visiting vessels, while retaining the open surface water area for watercraft circulation.

3.15.3. Recognize the need and support the development of a fuel dock for boating needs.

3.15.4. Encourage expansion of supportive service facilities (public showers, waste connections, etc.) within the bay for use of transient boaters, commercial fishing fleet, and residents alike.

3.15.5. Define and protect adequate navigation corridors and access within the bay.

Commercial Fishing Fleet

GOAL 3.16: Promote and preserve the Gig Harbor commercial fishing fleet as a significant cultural and economic resource.

3.16.1. Allow over-water, water-dependent development that directly supports the commercial fishing industry such as net sheds and load/unloading docks.

3.16.2. Allow and encourage commercial sales and services directly related to or supportive of the commercial fishing industry, such as marine fueling facilities and direct dock sales of sea food products.

3.16.3. Promote development or rehabilitation of facilities consistent with the fleets needs including retention and redevelopment of waterfront parcels that provide a substantial and direct contribution to the commercial fishing industry.

3.16.4. Promote the recognition of the commercial fishing industry as an important component of the economic, cultural, and community life of Gig Harbor through the continuing support of educational opportunities and community events.

3.16.5. Encourage important fleet supporting services and promote development of additional moorage and docking facilities consistent with the fleet's needs.

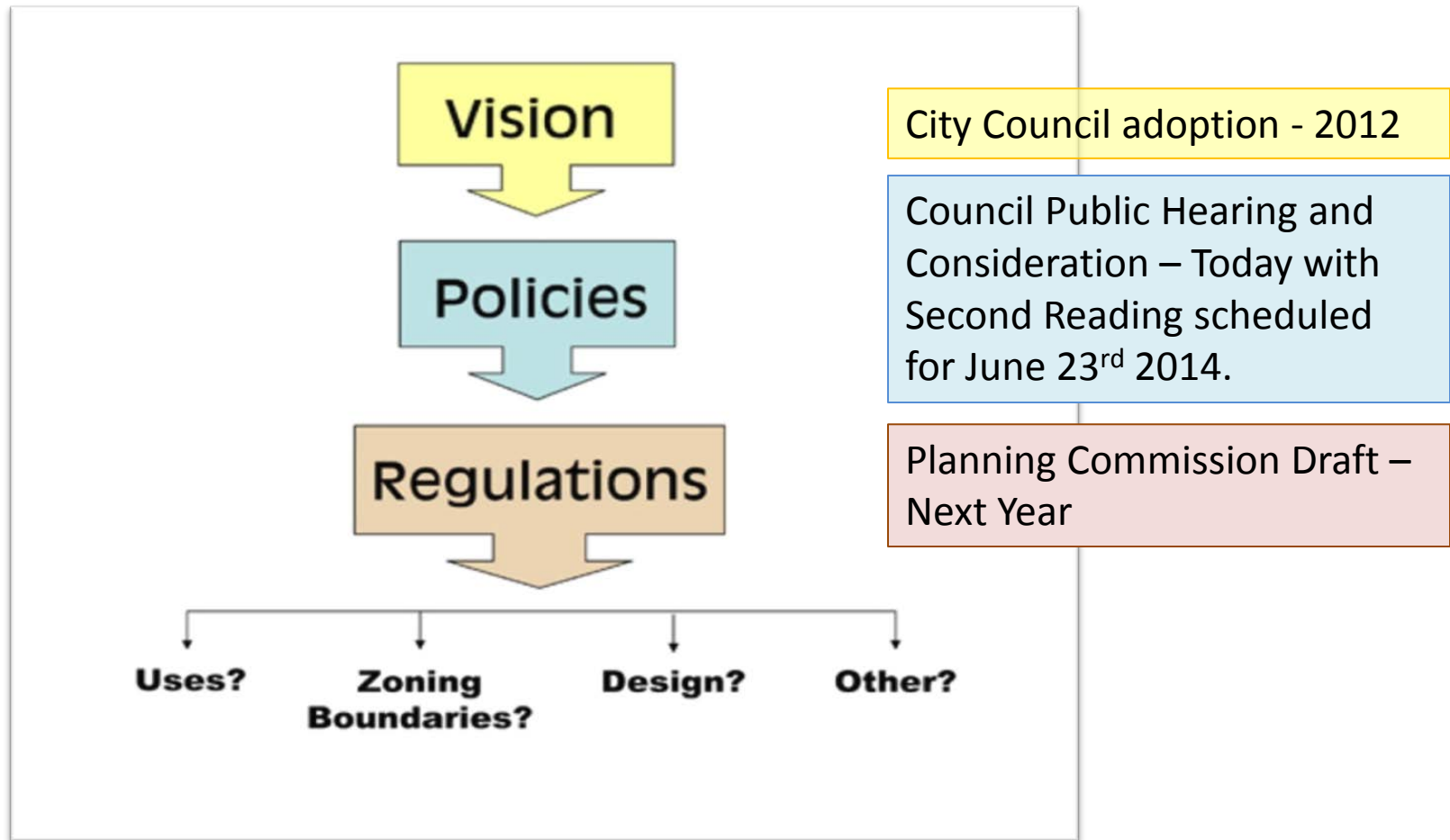
Attachment A

“The Harbor”



2014 Comprehensive Plan
Amendment

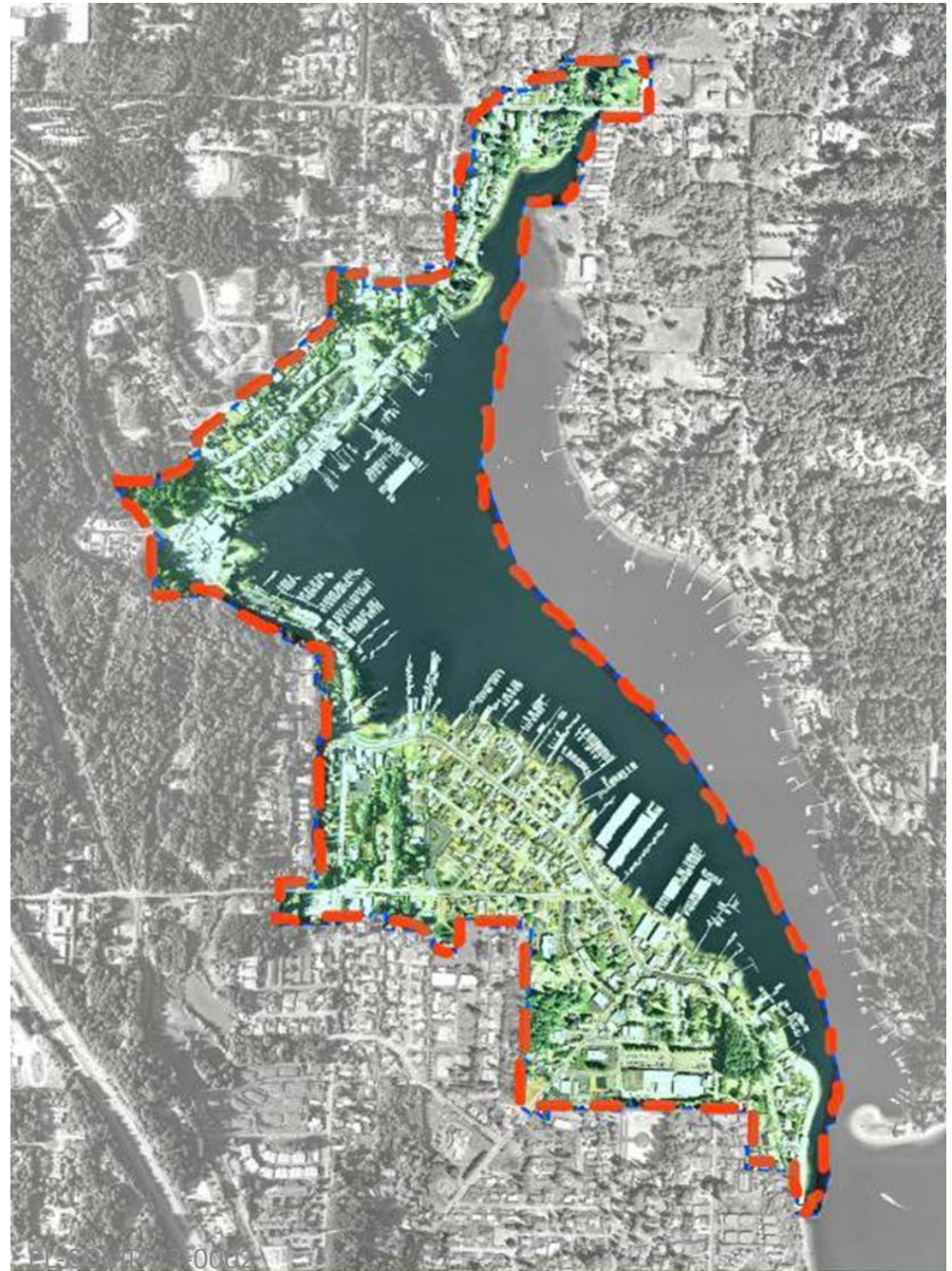
Project History



Comprehensive Plan Overview

- Outlines the general direction the City is headed.
 - Mayor and City Council
 - Department heads
 - Budget direction
 - Project prioritization
 - Citizens
 - Business owners
 - Development professionals
- Provides legal basis for code amendments, Hearing Examiner decisions, and grant applications to name a few.
 - Grant writers/reviewers
 - Land use attorneys
 - Hearing Examiner
 - State Department of Commerce

“The Harbor” Area



Planning Commission Review

- 12 Study Sessions.
- 1 Joint City Council and Planning Commission meeting.
- Open House and Public Hearing.
- 3 study sessions followed to address public comment.

Project Outcome

- Recognizes and defines the specific area which encompasses the historic residential and commercial areas around the waterfront.
- Incorporates the 'Vision Statement' that envisions the community's respect for the areas past and it's aspirations for the future.
- Incorporates goals and policies to further define and protect core values and achieve the aspirations.

Goal and Policy Overview

- Circulation
- Walkability
- Views
- Natural Environment
- City Parks and Properties
- Historic Character
- Historic Scale
- Design
- Cultural Heritage
- Vibrancy
- Housing
- Economic Vitality
- Economic Diversity
- Revitalization
- Maritime Services
- Commercial Fishing Fleet

Next Steps

- **City Council Review**
Council will hold a public hearing and consider feedback, make any amendments and consider final adoption.
- **Programmatic Implementation**
Council may direct staff (public works, engineering, planning, finance) to begin implementation of goals and policies that do not need GHMC amendments in order to apply them.
- **Code Amendment Implementation**
Planning staff anticipates that City Council will direct Planning Commission to begin work on GHMC amendments after work is complete on “Gig Harbor 2030” next year.




PUBLIC WORKS DEPARTMENT

MEMORANDUM

DATE: June 5, 2014

TO: Mayor Guernsey and City Councilmembers

CC: Ron Williams, City Administrator
Steve Misiurak, PE, City Engineer
Darrell Winans, Wastewater Treatment Plant Superintendent
Jennifer Kester, Planning Director

FROM: Jeff Langhelm, PE, Public Works Director 

SUBJECT: Lift Station #4B Location at Skansie House

The City's existing sewer lift station #4A is second only to lift station #3A in moving the largest volume of sewer in the City. As Council knows, this essential piece of infrastructure is located in a congested and historic area of the City. This lift station is in dire need of replacement due to its limited storage capacity, age, confined space restrictions, and an electrical fire in 2010. The possibility of a catastrophic discharge of sewer into Gig Harbor bay due to the fragile state of the lift station is the cause for ongoing pressure to locate a new lift station.

Since 2011 Staff has reviewed multiple locations in and around Skansie Park to construct a replacement lift station. This replacement lift station, known as lift station #4B (LS#4B), would provide improvements that increase capacity, add modern technology, improve safety, and enhance redundancy. LS#4B generally consists of the following three main components:

1. A wet well approximately 20 ft. in diameter and at least 20 ft. deep.
2. A control room containing electrical panels, valving, and odor control.
3. A diesel-driven backup pump.

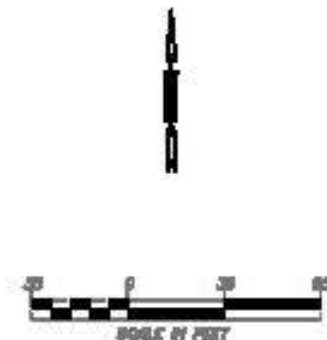
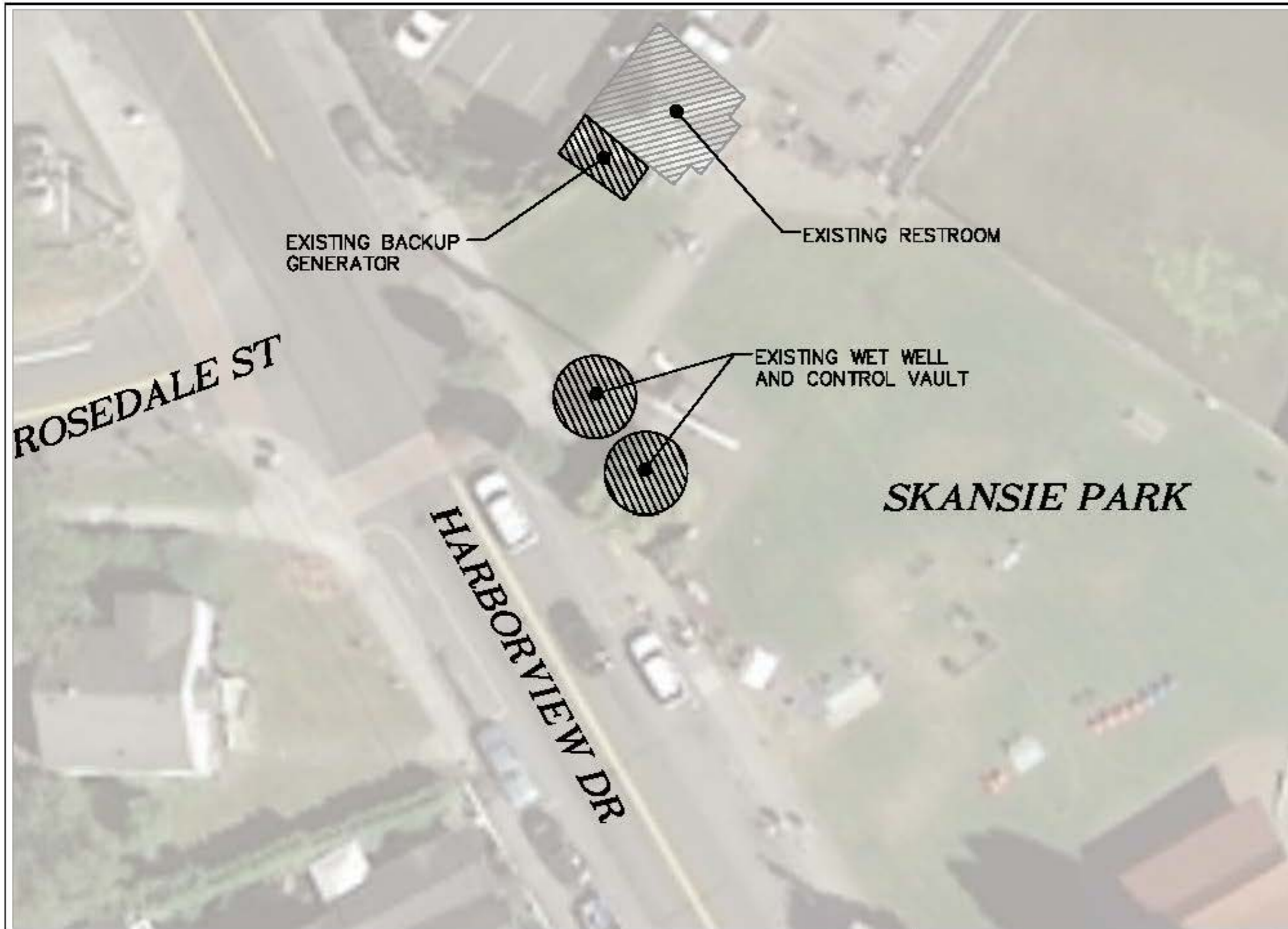
Several site specific challenges were considered when reviewing the various locations. The challenges include view impacts, private property impacts, park use impacts, sea level rise, and operational feasibility. Other challenges, such as high ground water levels, less than ideal soil conditions, and the potential for adverse ground settlement became evident as additional locations were selected.

Lift Station #4B Location at Skansie House
June 5, 2014
Page 2 of 2

At the request of Council, Public Works Staff has reviewed the various impacts of placing the lift station in and around the Skansie House. The Skansie House location provides two options for placement of the lift station components (see attached schematic.)

Some impacts such as visual, odor, and noise exist regardless of the location of LS#4B and are proposed to be mitigated. Other impacts are specific to this proposed location and include disruption due to emergency operations, loss of public parking, Recreation Conservation Office requirements, and Department of Archeological and Historical Preservation comments. These impacts and possible mitigations will be presented at the June 9 work study session. Staff will be available to answer Council questions and receive Council direction on the preferred location option.

Please let me know if there are any questions in the meantime.



CURRENT LOCATION



PUBLIC WORKS DEPARTMENT
 3510 Grandview Street
 Gig Harbor, WA 98350
 (253) 861-6179
www.cityofgigharbor.net

DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY
SCALE: AS SHOWN
DATE

LIFT STATION #4B LOCATION OPTIONS

	JOB NO.
	DRAWING NO.
	SHEET 4 OF 4
	X X



SIEMENS

SW-1

SW-2

SW-3

SW-4

1000

1000

1000

1000

From: [Gary Glein](#)
To: [Payne, Tim](#); [Ekberg, Steve](#); [Arbenz, Casey](#); [Lovrovich, Rahna](#); [Malich, Ken](#); [Perrow, Michael](#); paulkadzik@comcast.net
Cc: [Guernsey, Jill](#); [Towslee, Molly](#); "<mailto:williamsrl@cityofgigharbor.net>"
Subject: Pump Station #4B- Council Syudy Session
Date: Monday, June 09, 2014 3:54:39 PM

We understand the Council will be reviewing this project at tonight's work study session..

We know the City has reviewed several options for completing this important project. The Alliance has had several contacts expressing concern about the Skansie House location alternative. Most feel this location is not supportive of the historic nature and potential public use of this property.

If the City decides to again review other alternatives, we'd suggest consideration of other downtown needs as outlined in the proposed Harbor Element of the Comprehensive Plan. Many cities construct downtown infrastructure for multiple uses such as added central parking, transit waiting & loading, or farmers market use. Some pump station sites might be compatible with these or other public uses.

The Alliance understands the importance and difficulty of this decision and will be supportive of the Council's final decision.

Gary Glein
President – Downtown Waterfront Alliance
514-8152 gaglein@comcast.net
www.gigharborwaterfront.org



"Bringing Together Our Community - Encouraging Our Economic Vitality - Preserving Our Historic Character"