

Gig Harbor City Council Meeting

July 14, 2014

5:30 p.m.



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, July 14 2014 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jun 23, 2014.
2. Liquor License Action: a) Special Occasion Liquor License: Gig Harbor Yacht Club; b) Gourmet Burger Shop Change in LLC Members; c) Special Occasion Liquor License - GH Downtown Waterfront Alliance; d) Discontinued Sales and Service - Water to Wine; e) Liquor License Added Privilege – Tides Tavern.
3. Receive and File: a) Council Worksession Lift Station 4B Minutes June 23, 2014; b) Public Works Committee Minutes June 19, 2014; c) GH Canoe & Kayak Racing Team Report of Required Public Activities; d) Council Pre-Budget Worksession Minutes June 30, 2014.
4. Resolution No. 969 – Surplus Equipment Public Works.
5. 2014-18 Tourism Strategic Plan.
6. Harborview/Novak/Dorotich Street Light and Retrofit Kit – Purchase Agreement.
7. Ancich Waterfront Park – Consultant Services Contract and Amendment.
8. Unpaid Holidays Policy.
9. Approval of Payment of Bills Jul 14, 2014: Checks #75790 through #75957 in the amount of \$1,129,401.96.
10. Approval of Payroll for the month of June: Checks #7311 through #7329 and direct deposits in the amount of \$372,655.34.

PRESENTATIONS:

OLD BUSINESS:

1. Continued discussion on Scope of Marijuana Code.

NEW BUSINESS:

1. Public Hearing and Resolution No. 970 - Revisions to McCormick Creek Development Agreement.
2. First Reading and Adoption of Ordinance No. 1298 – Drug Paraphernalia.
3. First Reading of Ordinance – Amendments to Chapter 9, Indecent Exposure.
4. First Reading of Ordinance – Amendments to Chapter 10, Bicycle Helmet and Safety.
5. Parks Commission Work Program.
6. Public Hearing and First Reading of Ordinance – Updates to Marijuana Code 17.63.

CITY ADMINISTRATOR / STAFF REPORT:

1. Outstanding Wastewater Treatment Plant Award.
2. Well City Designation.
3. Update on Vernhardson Street.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Boards and Candidate Review Committee: Mon. Jul 21st at 4:30 p.m.
2. Harbor Wildwatch Ribbon Cutting Ceremony – Wed. Jul 30th at noon.
3. National Night Out – Tue. Aug. 5th at 5:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – June 23, 2014

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jun 9, 2014.
2. Receive and File: a) Minutes of Public Works Committee – May 15, 2014; b) Gig Harbor Arts Commission Minutes May 14, 2014; c) Parks Commission Minutes Apr 2, 2014; d) Parks and Council Joint Worksession Minutes May 19, 2014; e) Council Workstudy Session Minutes Jun 9, 2014; f) Finance & Safety Committee Minutes Jun 16, 2014.
3. Liquor License Action: a) Tides Tavern Change of Corporate Officers; b) Special Occasion License – GH Downtown Waterfront Alliance; c) Liquor License Renewals: The Keeping Room, Hunan Garden, Kinza Teriyaki, Spiro's Bella Notte Pizza, Applebee's Neighborhood Grill, and Forza Coffee.
4. Appointment of Planning Commissioners.
5. Second Reading of Ordinance No. 1295 – Interim Food Trucks.
6. Cushman Trail Phase 3 and 4 - Tacoma Public Utilities Permit Addendum No. 7.
7. Resolution No. 967 – Cushman Trail Phase 3 and 4 Funding Approval.
8. Jerisich Dock – Public Works Contract Change Order No. 3.
9. East Tank Seismic and Safety Upgrades - Consultant Services Contract.
10. WWTP Ph. 2 Improvements – Bid Award / Consultant Services Contract(s) for Materials Testing & Construction Support Services.
11. Hearing Examiner Consultant Services Contract.
12. 2014 Pavement Maintenance Project – Bid Award / Consultant Services Contract for Materials Testing.
13. City-wide Traffic Demand Model and Impact Fee Update – Consultant Services Contract.
14. Approval of Payment of Bills Jun 23, 2014: Checks #75669 through #75789 in the amount of \$670,283.24.

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

OLD BUSINESS:

1. Second Reading of Ordinance No. 1296 – Increasing Parks Commission Membership. City Administrator Ron Williams presented this ordinance to increase the membership from five to seven.

MOTION: Move to adopt Ordinance No. 1296 as presented.
Kadzik / Ekberg - unanimously approved.

2. Second Reading of Ordinance No. 1297 – Adoption of Harbor Element. Senior Planner Lindsey Sehmel presented a brief overview of the ordinance that reflects the proposed amendments to the new Element of the Comprehensive Plan titled “The Harbor.”

MOTION: Move to adopt Ordinance No. 1297 as presented.
Payne / Kadzik - unanimously approved.

NEW BUSINESS:

1. Public Hearing and Resolution No. 968 Adopting the Six-Year Transportation Improvement Program (TIP) 2015-2020. Senior Planner Emily Appleton presented an overview of the updates to the TIP from last year.

Mayor Guernsey opened the public hearing at 5:38 p.m. No one came forward to speak and the hearing closed.

Ms. Appleton addressed Council questions.

MOTION: Move to adopt Resolution No. 968 Adopting the Six-Year Transportation Improvement Program 2015-2020.
Payne / Perrow - unanimously approved.

STAFF REPORT:

City Administrator Ron Williams shared the PowerPoint presentation he presented at the recent Chamber of Commerce Forum.

PUBLIC COMMENT:

Former Mayor Gretchen Wilbert – 1016 29th St NW. Ms. Wilbert advised Council that they would receive a request from the Seniors Club for \$10,000 for their program at the Boys and Girls Club. She gave an overview of the program and asked Council to support this request.

MAYOR’S REPORT / COUNCIL COMMENTS: None.

Mayor Guernsey spoke about the nice reception for Chief Davis prior to the council meeting. She said the city has been fortunate to have such a well-respected leader in the community⁷ and wished him well in retirement.

Councilmember Kadzik said that Council received a lot of public input on marijuana at the last meeting. He asked for an update from staff as to what direction this was headed. Senior Planner Lindsey Sehmel said she hadn’t received any specific direction from Council to expand the scope of the moratorium, and so she is moving forward to address the three items contained in the moratorium and would bring a draft ordinance to Council in July.

After a brief discussion, Council agreed that the definition of parks, parcel perimeter, private schools as well as for-profit children activity centers should be included in this effort to clarify definitions.

Councilmember Malich voiced concern with the poor job of tree-trimming along Stinson Avenue by Peninsula Light Company.

Councilmember Payne announced the ribbon cutting ceremony for the Maritime Play Zone this Friday. He thanked Council and the community for their support of a project the city can be proud of.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Maritime Playzone Grand Opening / Ribbon Cutting: Fri. Jun 27th at 3:00 p.m.
2. Budget Worksession: Mon. Jun 30th at 5:15 p.m.
3. Lodging Tax Advisory Committee: Tue. Jul 1st at 7:30 a.m.
4. Parks Commission: Wed. Jul 2nd at 5:30 p.m.
5. Civic Center Closed on July 4th.
6. Planning / Building Committee: Mon. Jul 7th at 5:30 p.m.
7. Public Works Committee: Mon. Jul 14th at 3:00 p.m.
8. Intergovernmental Affairs: Mon. Jul 14th at 4:30 p.m.

EXECUTIVE SESSION:

Mayor Guernsey announced that Council would adjourn to Executive Session at 6:03 p.m. to discuss pending litigation per RCW 42.10.110(1)(i) for approximately 15 minutes.

Council returned to the Chambers at 6:23 p.m.

MOTION: Move to authorize the City's attorneys to pursue settlement negotiations as recommended by the City's attorney in executive session I the matter ETC Investments vs. Citify of Gig Harbor Kadzik / Payne - four voted in favor. Councilmember Malich voted no.

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

MOTION: Move to adjourn the meeting at 6:23 p.m.
Ekberg / Malich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1016

Jill Guernsey, Mayor

Molly Towslee, City Clerk

WASHINGTON STATE LIQUOR CONTROL BOARD - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

June 20, 2014

SPECIAL OCCASION #: 094479

GIG HARBOR YACHT CLUB JUNIOR SAIL PROGRAM
8209 STINSON AVE
GIG HARBOR WA 98332

DATE: SEPTEMBER 26, 2014

TIME: 5:30 PM TO 10 PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON, GIG HARBOR

CONTACT: PATRICIA MULLIGAN 253-677-5342

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine/Spirits in unopened bottle or package in limited quantity for off premise consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES _____	NO _____
LAW ENFORCEMENT	_____	YES _____	NO _____
HEALTH & SANITATION	_____	YES _____	NO _____
FIRE, BUILDING, ZONING	_____	YES _____	NO _____
OTHER:	_____	YES _____	NO _____

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

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



Washington State Liquor Control Board

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710

June 25, 2014

GOURMET BURGER SHOP LLC
PO BOX 31
LAKEBAY WA 98349-0031

Re: GOURMET BURGER SHOP
4120 HARBORVIEW DR
GIG HARBOR, WA 98332-1080
LICENSE #410484 - 1U
UBI 603-254-214-001-0001

Your application for change in limited liability members has been approved. This approval is for:

<u>Individual/Entity</u>	<u>Position</u>	<u>Units</u>
<i>Travis Hightower</i>	<i>Mbr/Mgr</i>	<i>100</i>
		—
		Total 100

Gerard Keech/els
Liquor License Investigator
360-664-1668

cc: Business License Service
Tacoma Enforcement Office
tbhightower@yahoo.com
towsleem@cityofgigharbor.net

WASHINGTON STATE LIQUOR CONTROL BOARD - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

June 24, 2014

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 26, 2014

TIME: 5 PM TO 7 PM

PLACE: DAVE MORRIS NET SHED - 2809 HARBORVIEW DR, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- * ___ Licenses to sell beer on a specified date for consumption at a specific place.
- * ___ License to sell wine on a specific date for consumption at a specific place.
- * ___ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * ___ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES _____	NO _____
LAW ENFORCEMENT	_____	YES _____	NO _____
HEALTH & SANITATION	_____	YES _____	NO _____
FIRE, BUILDING, ZONING	_____	YES _____	NO _____
OTHER:	_____	YES _____	NO _____

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

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



**Washington State
Liquor Control Board**

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710

July 3, 2014

Mayor of Gig Harbor

This is to notify you that:

WATER TO WINE
9014 PEACOCK HILL AVE STE 100A
GIG HARBOR, WA 98332-1029
LICENSE #407818 - 1U
UBI 602-204-687-001-0003

discontinued sales and service of liquor at the above location on May 28, 2014.

This is for your information and records.

Merwil Guzman
Special Licenses & Permits
Licensing & Regulation
360-664-1616

cc: Tacoma Enforcement

NOTICE OF LIQUOR LICENSE APPLICATION



MVB

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: www.liq.wa.gov

DATE: 6/23/14

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 600-108-772-001-0001

License: 356387 - 1U County: 27

Tradename: TIDES TAVERN

Loc Addr: 2925 HARBORVIEW DR

GIG HARBOR

WA 98335-1910

APPLICANTS:

DYLAN ENTERPRISES INC.

STANLEY, DYLAN T

1969-11-08

STANLEY, PHILIP T

1947-04-20

Mail Addr: PO BOX 208

GIG HARBOR

WA 98335-0208

Phone No.: 253-858-3982

Privileges Upon Approval:

SPIRITS/BR/WN REST LOUNGE -

CATERING

OFF-PREMISES SALE WINE

KEGS TO GO

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

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



**Minutes for Workstudy Session:
Gig Harbor City Council
Lift Station #4B Location at Skansie House**

DATE: Jun 23, 2014
TIME: 6:30 p.m.
LOCATION: Council Chambers
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Guernsey and Councilmembers Malich, Ekberg, Perrow, Payne, and Kadzik.
STAFF PRESENT: Ron Williams, Steve Misiurak, Darrell Winans, and Molly Towslee.

INTRODUCTION

Mayor Guernsey opened the Worksession and asked Senior Engineer Steve Misiurak to present.

Mr. Misiurak presented on the features and attributes of the original plan for the Pump Station location at the northernmost portion of Jerisich Park. At the conclusion of the PowerPoint presentation, he and Wastewater Treatment Plant Supervisor Darrel Winans addressed Council questions on the project.

Although there are still concerns with the view blockage and intrusion into the park with this site, staff was directed to begin the public outreach process before this comes before Council for final approval.

The Mayor and Council discussed how much conceptual detail should be presented at this planning stage. A more detailed sight-line view from different angles would be important to show view blockage.

Staff was directed to move forward with the mechanical engineering portion now and begin the open house public process sometime in September. A suggestion was made to hire a consultant to do a value engineering study workshop.

There were no further comments; the worksession adjourned at 7:09 p.m.



PUBLIC WORKS COMMITTEE MEETING

DATE of MEETING: June 19, 2014

TIME: 3:00 p.m.

LOCATION: Public Works Conference Room

MEMBERS PRESENT: Councilmembers Ekberg and Payne

MEMBERS EXCUSED: Councilmember Lovrovich

STAFF PRESENT: City Administrator Ron Williams, Public Works Director Jeff Langhelm, City Engineer Stephen Misiurak, Public Works Supervisor Marco Malich, Senior Engineer Emily Appleton, and Asst. City Clerk Maureen Whitaker

OTHERS PRESENT: Greg Vermillion and Carl Halsan, Halsan Frey LLC.

SCRIBE: Maureen Whitaker

1. STANICH LANE/SECOR PLACE RIGHT OF WAY ACQUISITION.

DISCUSSION POINTS

Public Works Director Jeff Langhelm explained that the City had received a short plat application for a property that fronts both Soundview Drive and Secor Place. Through the review process, he stated that staff found Secor Place to be a private roadway located on a parcel owned by Pierce County. This one parcel includes two separate tracts of land; one tract encompasses Secor Place and the other, a portion of Stanich Avenue. He further explained that in order to satisfy requirements for short plat approval and whereby the City has no ability to require access across Secor Place, the City is requesting the applicant to provide a written statement from the Secor Place property owner authorizing access for the additional lot created by the short plat. The City owns and operates water and sewer utility lines in both tracts; however, the City has no record of receiving an easement from the property owner for the operation and maintenance of these utilities.

Mr. Langhelm discussed that In order to resolve these issues and clarify future issues, the City has asked Pierce County for a process for the City to acquire the parcel. Pierce County stated that they are prepared to sell the parcel through its normal process, which would require both City Council and the County Council approvals with the City, paying a nominal fee of approximately \$200 for the recording fee and tax amount due.

The condition of the Secor roadway was discussed. Mr. Langhelm stated that the City would not require Pierce County to bring the roadway up to current City standards, as this would be a low priority for the County. The roadway is in similar condition to many residential roadways in the City and perhaps could need chip sealing in the future. Marco Malich stated the City crew has performed maintenance on Secor Place, which has mainly been taking care of potholes.

RECOMMENDATION/COMMENTS

The PW Committee recommended to move the right of way acquisition forward to full City Council.

2. 2014 PARKS COMMISSION WORK PROGRAM.

DISCUSSION POINTS

Public Works Director Langhelm stated that at the May Joint Work Study Session held with the Parks Commission and City Council, Council approved a process for generating an annual Parks Commission Work Program. He explained that the intent of this program was to establish priorities and a review sequence to complete parks-related tasks that are desired by the Council and the Parks Commission. At the June 4th Parks Commission meeting with four members present, a draft list of program items were developed and prioritized. Mr. Langhelm provided draft list for the Public Works Committee to review and propose changes.

Priority	Parks Commission Proposed Work Program Items	Payne Ranking	Ekberg Ranking	PW Committee Comments
1	Ancich Waterfront Park Design	*	*	*Should not be on the list. Parks Commission already provided input for use during the visioning process. Staff is taking that input and working on design.
2	Skansie House Use	*	*	*Should not be on the list. A portion of the house has been leased to a non- profit organization.
3	Visioning at Crescent Creek Park	1*	1	*Explore properties located up the creek for future park expansion.
3	Private Structures in Public Parks	Low	Higher*	*Regulations are needed for private structures. A policy is also needed for the “use” in public parks.
4	Harbor Hill Park Visioning	*	*	*Already in motion.
4	Visioning in Old Burnham Drive Property	Higher	Higher	
5	Helmet Requirements in Parks/Any Public Area (ROW)	Low	N/A	Concerns for bicyclists and skateboarders on the Cushman Trail. Current helmet law is for recreational uses in the ROW.
5	Ball Field Reservation & Include KLM Park	Low*	Low	Reservation program going well at Crescent Creek Park. *Investigate further the reservation program at KLM.
5	Input to Acquire Additional Park Properties	N/A	N/A	Not a Parks Commission function.
5	Harbor Hill Park Temporary Trails	N/A	Move forward w/out staff time*	*Per discussion at the Joint Work Study Session, no need to consume Parks Commission time on this.

Further discussion ensued regarding the Twawelkax Trail. Mr. Langhelm stated that the easement is not yet finalized and will be brought back to the Committee once the easement is done. Mr. Carl Halsan confirmed that the easement agreement is very close to being finalized. Grades, ADA, pedestrians with strollers sharing the same trail as bicyclists, and splitting the trail were discussed.

RECOMMENDATION/COMMENTS

Mr. Langhelm stated that some program items would be removed and reprioritized due to the PW Committee recommendations. A draft program will be presented to full Council at the July 14th Council meeting.

3. SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2015-2020.

DISCUSSION POINTS

Senior Engineer Emily Appleton introduced the proposed 2015-2020 Six-Year Transportation Improvement Program (TIP). She explained that she was presenting the TIP a little early this year to meet the State's deadline in order to receive grant funds to complete a specific roadway repaving project in 2015 whereby the grant requires that the project be included on the TIP.

Ms. Appleton explained that all but one of the changes this year are minor, which includes removing completed projects, shifting priorities, updating the funding and expenditures to match the 2014 adopted budget and minor shifting of the projected dates to provide relatively balanced funding needs year to year. Ms. Appleton said that one project was added to represent the City's ongoing roadway preservation program. She further explained that currently the City is updating both the short and long range traffic models as part of the larger Comprehensive Plan update, which will include a rigorous analysis of the transportation infrastructure, anticipating future infrastructure needs and developing updated short and long range project lists. Once complete, this information will be used to inform potentially more significant changes to future Six-Year TIP updates.

Ms. Appleton explained that originally it was anticipated that the new short and long range project lists could be used to update the 2015 TIP; however, WSDOT has become less flexible regarding the required date of adoption for local agencies. In order to meet the state-required deadline for TIP adoption, the traffic model update work will not be completed in time to incorporate into the 2015 TIP. Ms. Appleton stated that at any time City Council may elect to fund more of fewer project, and/or change project priorities depending upon the availability of funds and other considerations.

Several projects on the TIP were discussed, at which time, Ms. Appleton provided project background and clarification. Ms. Appleton stated that the TIP will be presented to full Council at the Public Hearing on June 23, 2014.

RECOMMENDATION/COMMENTS

The PW Committee recommended to move forward the proposed 2015-2020 Six-Year TIP to full Council on June 23rd.

PUBLIC COMMENT

Greg Vermillion, a local citizen asked for the definition of "visioning". Mr. Langhelm responded that public visioning is part of the master planning process whereby the City receives public input typically for areas that are underutilized or for areas that need to be developed.

Meeting adjourned at 3:45 p.m.

Respectively submitted,

Maureen Whitaker

Report to the City of Required Public Activities

Gig Harbor Canoe & Kayak Racing Team

June 25, 2014

Presented by:

GHCKRT Site Compliance Committee

GHCKRT Board of Directors

Pursuant to the Facility Use Agreement between the City of Gig Harbor and Gig Harbor Canoe and Kayak Racing Team (GHCKRT) dated June 15, 2014, we would like to submit the following report of public benefit activities for the prior six months (January – June 2014). This is in compliance with item 8 of the facility use agreement.

Gig Harbor Canoe & Kayak Racing Team (GHCKRT) has been actively engaged in the public benefit activities outlined in the facility use agreement. The public benefit has been for both the participants and the general public and is considered as in kind compensation for use of the property. The activities are detailed and referenced by subsection below.

- A. Direct benefits to the participating youth, including:
- a. safe, health, and physical activity;

Member of the GHCKRT have participated in over 150 hours per paddler of time on the water learning and improving their skills in sprint canoes and kayaks.

- b. the opportunity to explore the harbor in human-powered watercraft;

As stated in item a above, team members have spent over 150 hours per paddler on the water in the prior six months. The youth have been out in rain, sun, wind, low-tide, high-tide, busy traffic, and no traffic. They have been able to use the harbor not only for perfecting their chosen sport, but for spiritual sustenance, nature appreciation, and fun. Their unique perspective by being so close to the water is an experience they love and recharges them each day.

- c. the opportunity to embrace Olympic ideals;

The Olympic motto: CITIUS-ALTIUS-FORTIUS; FASTER – HIGHER – STRONGER

Olympic maxim: The most important thing in the Olympic Games is not winning but taking part; the essential thing in life is not conquering but fighting well.

"Olympism is a philosophy of life, exalting and combining in a balanced whole the qualities of body, will and mind. Blending sport with culture and education, Olympism seeks to create a way of life based on the joy found in effort, the educational value of good example and respect for universal fundamental ethical principles. The goal of Olympism is to place sport at the service of the harmonious development of man, with a view to promoting a peaceful society concerned with the preservation of human dignity." (Olympic Charter, Fundamental Principles, paragraph 1, 2)

GHCKRT and Olympic Ideals

In addition to the Olympic motto, maxim, and definition of Olympism above, the International Olympic Committee has embraced three core values: Excellence, Friendship, and Respect. GHCKRT is a prime example of all of these Olympic ideals. We are a team that has produced top athletes in the field of flat-water canoe/kayak sprint and we hope to continue to do so; but that is not our only goal. The journey of each athlete is a prime focus of the team, and we strive to impart skills and attitudes that will help the athletes not only in their sport, but in their life. GHCKRT welcome's all who are

interested and, through our development program, provides the opportunity for each athlete to participate at the level they are able (both physical and financial).

Our team imparts the value of giving one's best (whatever that level is at that time). Winning is but one aspect of focus. Athletes learn to set personal goals, work toward them, and make progress on the water, in the gym, and in their daily lives. Every individual learns the rewards of having a strong body, mind, and will.

The camaraderie of the team is infectious. This is truly a team, not a harsh competitive environment. The friendships that develop through practice and competition provide the athletes bonds that develop regardless of where you live, what school you go to, or what religion you are. Respect is given because all understand the dedication it takes to commit to this sport. Commitment is seen in physical fitness, fair play, good sportsmanship, and team support.

Sport can be one the major influences on our youth. GHCKRT embodies Olympism and is a safe harbor for the kids of Gig Harbor and the surrounding areas to develop healthy lifestyles and strong life skills.

- d. and to represent our community and country in international competition.

US Canoe Sprint Trials were held in Oklahoma City on April 25-26, 2014. A quick summary of the results are below. Please refer to Attachment A for the full press release regarding the results of the US Trials and GHCKRT performance.

- Out of 12 events, GHCKRT earned 6 gold medals.
- Alyson Morse and Andrew Field swept the gold medals in every event they entered - 2 for Alyson and 3 for Andrew.
- GHCKRT athletes earned 9 medals overall.
- GHCKRT is contributing 11 out of 32 total athletes on the three teams.

B. Source of pride for the community

Countless times people are overheard talking about GHCKRT as they are visiting Jerisich Dock. Our team is well-known in the community. Our athletes are known amongst their peers at the local middle and high schools. They have dedicated pages in the yearbooks. Our Paddle-a-thon on May 31 reached out to over 300 families and businesses to spread the word of our team. Our athletes paddled for 8 hours straight.

This year marked our third annual Paddlers Cup, where we had a outstanding turn-out. There were 124 participants, ages 8 to 79, attending from five states plus Canada (WA, OR, ID, CA and HI). We doubled the number of Stand Up Paddleboard participants from 17 to 35, and all but 2 of these came to Gig Harbor from outside of Pierce County. We increased the outrigger canoe participation with all age participation from the local community. When asked about next year's event, there was an overwhelming response to maintain the two-day event. The participants loved the races, the venue, and our community. Such an enthusiastic end to the event is laudable to our community.

The committee for the 25th Anniversary of the Gig Harbor Lighthouse reached out to GHCKRT to escort the Porpoise and help retrieve the time capsules placed in the lighthouse a quarter of a century ago. We were privileged to be a part of that historic event.
(<http://www.gateline.com/2014/04/30/3172178/pipes-packed-with-history-reveal.html>)

C. Daily clean-up of Gig Harbor waters by GHCKRT

Each water practice, the athletes of GHCKRT are observant of any garbage or hazards floating in the harbor. When such is spotted, the athletes will either pick up the items to keep in their boats to take to the trash. Items that the athletes have removed from the harbor include: cans, bananas, driftwood, etc. GHCKRT is in the process of procuring long-handled grabbers to use to collect the trash that is thoughtlessly thrown out in the waters near the property.

D. Daily clean-up of Property by GHCKRT

After every practice, all athletes are responsible for tidying up after themselves around the storage racks and the Property. In addition, older athletes are responsible for a final check of the Property to make sure personal items, trash, etc. are cleaned up.

E. Quarterly clean-up of Property beach to mean lower-low water by GHCKRT

GHCKRT has conducted/scheduled two quarterly clean-ups for the six months of this report. All athletes and coaches participated. This included collecting garbage and driftwood out in the harbor for three hours of water practice and a focused Property beach clean-up after the water practice to coincide with low-tide. Please see attachment B for photographs of the clean-ups. The days picked were:

Saturday, March 15 if (low tide +3.6 at 11:55am)

Saturday, June 28 (low tide at 12:35 -1.3)

F. Yearly public presentation at the Property demonstrating the GHCKRT program and awards, participant skills, and local talent

On April 5th and 6th of the current year, GHCKRT sponsored and held the third annual Gig Harbor Paddlers Cup. We had races in both long distance and sprint in many types of boats. Our local team had strong participation. Despite the typical Northwest weather, we had a good weekend for demonstrating our team and the different disciplines available in watersport.

In the fall, we host races during the Chum Festival where our International Athletes and their performance over the summer will be recognized. We have a strong group of competitors representing the United States this summer.

- G. Year-round interpretive display on, or adjacent to, the portable boat storage racks identifying the benefits of exercise and the skills of canoeists and kayakers.

Attachment C shows the draft of the interpretive display to be posted near the portable boat racks.

Attachment A: Press Release on US Trials

GHCKRT Information for story on team success at the US Trials

14 athletes ranging in age from 14 to 18 went to the US Canoe Sprint Trials in Oklahoma City on April 25-26. They were competing in 12 events to earn nomination to either the Team USA Junior Worlds team or the Team USA Olympic Hopes team. Weather conditions were tough with very high winds on the course and the threat of tornados on the horizon. It was also hot by Gig Harbor standards with temperatures in the upper 80's, so extra attention was devoted to keeping the athletes hydrated.

Over the 2-day competition, our juniors shared the course with U-23 and adult athletes including Olympian Tim Hornsby. They worked their way up through heats and semi-finals to compete in finals in singles and doubles events for both canoe and kayak at two distances (1000 and 200 meters for men, 500 and 200m for women). The competition is very fierce as only the 1st place winner automatically qualifies for the Junior Worlds team. Several races were decided by 100ths of a second.

Our athletes achieved remarkable success, and GHCKRT is contributing more athletes to those teams than any other club in the nation. Athletes on the both teams will begin training at the Lake Placid Olympic Training Center as soon as school gets out. They will also compete in the Lake Placid International Regatta which attracts top competitors from 7 countries.

The Junior Worlds team will train for 3 weeks and depart directly to Szeged, Hungary where they will compete at arguably the top venue in the world against over 800 athletes from over 40 countries, with an estimated 50,000 screaming fans cheering them on over the 4-day competition from July 17-20.

The Olympic Hopes team will return home and continue training in Gig Harbor for the US Nationals, held this August in Georgia. They will then travel to the Olympic Hopes Regatta in Piastany, Slovakia in September to compete against the best 15 and 16 year olds in the world. Team USA did exceptionally well at Olympic Hopes last year, and these athletes are ready to improve on that performance.

This is also the first year that USACK has identified a group of under-14 athletes who show exceptional promise, and those young paddlers have been nominated to the first U14-National Team. They will train for 2 weeks at Lake Placid with the Junior Worlds and Olympic Hopes athletes and compete at the Lake Placid International Regatta to gain competitive experience at higher levels.

Some remarkable statistics:

1. Out of 12 events, GHCKRT earned 6 gold medals.
2. Alyson Morse and Andrew Field swept the gold medals in every event they entered - 2 for Alyson and 3 for Andrew.
3. GHCKRT athletes earned 9 medals overall.
4. GHCKRT is contributing 11 out of 32 total athletes on the three teams.

Medal Count:

Andrew Field: Gold – 1000m C1, 200m C1

Alyson Morse: Gold – 500m K1, 200m K1

Andrew Field and Erik North: Gold – 1000m C2

Haydon Tieman and Kenny Kasperbauer: Silver – 1000m C2

Makenzie Sousley and Savannah Jones: Gold – 500 C2

Makenzie Sousley: Silver – 200m C1

Payton Chiou: Bronze – 200m K1 B Final

Meet the teams:

Junior Worlds

Kayak Women: Alyson Morse (K1)

Canoe Women: Makenzie Sousley and Savannah Jones (C2)

Canoe Men: Andrew Field (C1), Haydon Tieman and Erik North (C2)

Olympic Hopes:

Kayak Women: Morgan Bevin

Canoe Men: Kenny Kasperbauer, Ryan Grady

U-14 National Team:

Kayak Men: Kyle Field

Canoe Women: Ellie Tieman

U-23 World Team: In addition to our Juniors, two former GHCKRT paddlers who are now on kayak scholarships at Oklahoma City University were nominated to the U-23 National Team and will compete in Szeged as well.

Kayak Women: Katy Hill and Natalie Griffin

The summer will be busy for the team as a whole. The next competition for the entire team is the Ted Houk International Regatta hosted by Seattle Canoe & Kayak Club on Greenlake. This is a major event that attracts athletes from around the country as well as Canada, Mexico, and other countries. The team is also training hard to win a third consecutive national championship this August when the team

will travel with approximately 35 paddlers to Lake Lanier in Gainesville GA to take on the hometown team who has never lost a national championship at home.

Paracanoe camp:

Head Coach Alan Anderson is continuing his efforts to make Gig Harbor the national center for paracanoe training. Paracanoe will be an Olympic sport for the first time in the 2016 Olympic Games in Rio de Janeiro, and disabled athletes are working hard to get ready. Coach Alan is hosting a paracanoe camp the first week on June that will bring in athletes from across the country, both civilian and Wounded Warriors.

Paracanoe is tricky to coach. Each athlete has different abilities depending on the nature of their injury, and is classified into one of three competitive groups. Coach Alan has to determine how to set up each athlete's boat for maximum safety and training effectiveness. He also creates a training program that works for the athlete's condition and level of technique. What is consistent is the determination and effort each para-athlete brings to the training. Coach Alan's goal is for one or more of these athletes to reach the podium in the 2016 Games.

Attachment B – Quarterly Clean Up of Property Beach



Attachment C – Draft of Interpretive Display

The Benefits of Exercise

Whether exercise is done recreationally or competitively, you get more than a healthy heart and body. Exercise - walking, running, swimming, weight lifting, team sports such as soccer, baseball, lacrosse, etc.- is an integral part of life that has innumerable benefits. Some of those include:

Personal Health and Physical Development

Movement Concepts and Motor Skills

Relationships with Other People

Healthy Communities and Environments

The Skills of Canoeists and Kayakers

In Canoe Sprint events, athletes race on a straight course, each boat in a separate lane, over three different distances: 200m, 500m, 1000m and 5000m as well as the 200m x 4 relay. There are Kayak events in single (K1), double (K2) and four (K4) boats, and Canoe events in single (C1), double (C2) and four (C4) boats. Traditionally Canoe has been exclusively for Men but there is a growing Women's contingent and Women's C1 and C2 are in the World Championship programme from 2010. In a Kayak, the paddler is seated and uses a two-blade paddle, while in a Canoe, the paddler is kneeling on one knee, and uses a single-blade paddle. Canoe Sprint became an Olympic discipline in 1936 and its programme includes events over 200m, 500m and 1000m. (<http://www.teamusa.org/USA-Canoe-Kayak/Disciplines/Canoe-Sprint>)

Gig Harbor Canoe and Kayak Racing team supports exercise at both the recreational and the elite competition levels. Through technical paddling development on the water, strength training in the gym, and cardio training through running and swimming, we support the individual in achieving their personal goals. Skills are developed include:

Physical Skills

Self-management and Competitive Skills

Communication Skills

Problem-Solving Skills

Social and Cooperative Skills

Information Skills, Numeracy Skills, Work/Study Skills

We encourage everyone to find an activity and EXERCISE!





GIG HARBOR CITY COUNCIL PRE-BUDGET WORKSESSION MINUTES

DATE: June 30, 2014
TIME: 5:15 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Guernsey, Councilmembers Ekberg, Arbenz, Perrow, Lovrovich, Payne, and Kadzik.
STAFF PRESENT: Jaci Auclair, Barb Tilotta, David Rodenbach, Kay Johnson, Stacy Colberg, Mary Ann McCool, Darrell Winans, Marco Malich, Jeff Langhelm, Steve Misiurak, Jennifer Kester, Paul Rice, Lt. Kelly Busey, Karen Scott, Shawna Wise, and Molly Towslee.

INTRODUCTION

Mayor Guernsey opened the meeting and called roll. City Administrator Ron Williams introduced the session by explaining that we want to hear a list of priorities from Council to incorporate into the goals and objectives for the budget. He said we pulled out an old spreadsheet used last in 2009. Staff explained that some updates were made based on items that had already been completed and adding items from the 2014 Goals.

It was decided to go through the document by department with discussion on the following points:

Administration / Finance

- Personnel Policies rewrite. Overdue; Ron and Mary Ann to work on.
- Purchasing Policy. Each department does its own, using state or other cooperative partnerships for lowest prices. Public Works is centralized; rest of city should move toward more centralizing. Too small for a purchasing agent.
- Building Security. A committee will be formed to analyze concerns.
- Senior Center Support – consider during budget process.
- Economic Development – ongoing.
- Community Survey – new technology may be more affordable.
- Downtown Business Plan – revisit and adopt as a reference document.
- Council Chamber Technology – form an ad hoc committee to discuss upgrades rather than making piecemeal improvements. Budget priority.

Lift Station at Jerisich:

- Budget more to come up with a superior design for this park

- Better restrooms *and* showers
- Plaza area
- Sewer Utility needs to pay parks for taking up space
- Utilize Value Engineering and outside professionals (paid)

Building / Fire Safety

- Digitize Department Records – ongoing
- Electronic Records Management (city-wide coordination effort)
- Online plan review doing well – ongoing
 - Other cities coming to Gig Harbor to find out how we are doing
 - Difficult to “benchmark” against other jurisdictions
- Doing more work with fewer employees / no capability to do “extra service” like updates to handouts

Planning

- Long-range GH 2030 Update – Intern assisting
- Implement Harbor Element via code amendments
- Current planning:
 - Design Review applications are the majority of standards, up 46%
 - 95% are administrative approvals.
 - Many take advantage of pre-app project
- Working on temporary assistant planner to backfill maternity leave
- Interlocking helpful in tracking
- Meeting statutory requirements:
 - no LUPAs filed for many years
 - Shoreline Master Plan not appealed
 - One SEPA appeal
 - Concerns with timelines and watch it closely
- Difficult to compare to other jurisdictions due to complexity of GHMC and high number of permits
- May ask for an Assistant Planning Position in 2016
- State mandated high density – cottage housing and vertical zoning moving forward as part of Harbor Element
- Educational memos need updated and increased as an educational tool
 - Complaint based compliance – no Code Enforcement staff

* **Use interns and/or consultants to assist**

Police

- Car turnover
- Staffing Issues – under 2007 levels verses 10% population growth since then
- Computer equipment
- Training hours – new tracking system
- Scheduling changes have reduced overtime 40%
- Electronic speed signs

- South Sound 9-1-1
- Jail Costs – Pierce County / Kitsap County
- Ammunition costs
- Another detective would be helpful with increased organized retail theft

Court

- Number of filings and revenues at 2004 levels – indicative of reduced number of officers and court rulings regarding vehicle search capability

Public Works

Ongoing:

- Traffic Impact Fees
- ADA Transition Plan
- Sidewalks / Trails Inventory and Connections

Street Capital:

- Vernhardson from Peacock to Randall Drive Sidewalks – **move up on priority list.**
- North Harborview Drive to Crescent Valley Drive - install a stop sign. Possibly at Randall? Perform a Speed study
- Radar Speed Signs (2 additional)
- Update and adopt Master Plan. Worksession to discuss in September.
 - Hire a consultant to complete

Parks

- Wilkinson Barn:
 - Structural Problems – have a structural engineer reviewing
 - Artifacts – leave until catalogued? Grant opportunities? Volunteer group still interested in helping
- Twawelkax - Current connector design not ADA. Switchbacks are the solution, but expensive
- Crescent Creek Park Master Plan – high priority for Parks Commission
- Video Surveillance
- Maintain holly and maple trees at Wilkinson

Wastewater Treatment Plant

- Update discharge permit – capacity up 2.4 MGD
- Sludge hauling

Water

- Well #11 Deep Aquifer well
- Water Rights Annual Advocate / Permitting
- Removal of Woodworth Water Tank – included in 2014 budget but timing poor. To be left in grass – part of Parks Comprehensive Plan

Stormwater

- Garr Creek – issues remain. Keeping maintained
- Sidewalk on 50th - Street Box Culvert

Mayor's Items

- YMCA request for support – hold off until serious request comes forward.
- Senior Center – request not outrageous but would like to see deliverables. Let them come with request.
- Model Project - \$5000 for supplies and to populate the model. Everyone spoke in favor of supporting this project.
- Jerisich Water & Power, and charge for moorage.

Additional Council Items

- Lift Station No. 17 – under preliminary design. Need to look for best location then proceed with final design.

Mayor Guernsey commented that Marketing Director Karen Scott is doing a great job with her 2014 Budget dollars for the video in part for the US Open, but there may be some things come up unexpectedly that relate to that and we want to make a good impression.

There were no further comments; the worksession adjourned at 7:05 p.m.



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

Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 969 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works-Operations

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

For Agenda of: July 14, 2014

Exhibits: Resolution No. 969

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

BM 7.2.14
RW 7/8/14
N/A
JK 7/3/14
AD 7/2/14

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

Staff requests authorization to surplus the following equipment:

- Case Backhoe (1990)
- Case Backhoe Bucket (12")
- 1998 Jeep Cherokee
- 2007 Ford Crown Victoria
- Miscellaneous Playground Equipment
- Cobra Head Light Fixtures (7)
- Anti Icing Tank
- Random Length 2x8 Treated Boards (32)
- 6"x12"x16' Treated Timbers (7)
- 100 hp Electrical Motor
- 18"x24"x6' Metal Lockers (6)

This equipment is worn out and has been replaced and/or is obsolete.

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 969 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 969

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

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

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

To declare as surplus:

	EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
	Case Backhoe (1990)	1	Vehicle #1026 Fixed Asset #00134 Serial #JJG0018585	Model 580 w/2 spare tires
	Backhoe Bucket 12"	1	N/A	Case (worn pin holes)
	Jeep (1998)	1	Vehicle #1072 Fixed Asset #00184 Vin #1J4FJ28SOWL198663 License Plate #25821D	Cherokee
	Ford (2007)	1	Vehicle #7058-74 Fixed Asset #01482 Vin#2FAHP71W27X133547	Crown Victoria
	Misc. Playground Equipment	1	N/A	N/A
	Cobra Head Light Fixtures	7	N/A	N/A
	Anti Icing Tank	1	N/A	500 Gallon
	Random Length 2x8 Treated Boards	32	N/A	Deck boards taken from deck at park
	6"x12"x16' Treated Timbers	7	N/A	Taken from deck at park
	100 hp Electrical Motor	1	N/A	U.S. Electrical Motors
	18"x24"x6' Metal Lockers	6	N/A	N/A

PASSED ON THIS 14th day of July, 2014.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 06/27/14
PASSED BY THE CITY COUNCIL: 07/14/14
RESOLUTION NO. 969



Business of the City Council
City of Gig Harbor, WA

Subject: Adoption of Gig Harbor Tourism Strategic Plan 2014-2018

Proposed Council Action: Approve and adopt the Gig Harbor Tourism Strategic Plan for 2014-2018 for the Tourism & Communications Office.

Dept. Origin: Administration – Tourism & Communications Office

Prepared by: Karen Scott

For Agenda of: July 14th, 2014

Exhibits:
Gig Harbor Tourism Strategic Plan 2014-2018

Initial & Date

Concurred by Mayor: *Per Tom*

SE 7/8/14

Approved by City Administrator:

RW 7/8/14

Approved as to form by City Atty:

Approved by Finance Director:

DF 7/8/14

Approved by Department Head:

JK

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

The Tourism & Communications Office is requesting a formal adoption of the updated Gig Harbor Tourism Strategic Plan for 2014-2018.

FISCAL CONSIDERATION

No fiscal consideration is required at this time for the adoption of the strategic plan.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee recommendation at this time.

RECOMMENDATION / MOTION

Move to: Approve and adopt the Tourism & Communications Strategic Plan to put into place for 2014-2018.



Gig Harbor Tourism Strategic Plan 2014 - 2018

*Telling an integrated story of our community
City of Gig Harbor Tourism & Communications Office*



Heritage + Environment = Tourism



Events + Amenities = Experiences

Experiences + Services = Enlightened Visitor



Enlightened Visitor = \$



Gig Harbor Lodging Tax Advisory Committee



Councilmember Tim Payne, City of Gig Harbor, Chair

Sue Braaten, Best Western Plus Wesley Inn & Suites

Tom Drohan, Destiny Harbor Tours

Mary DesMarais, The Downtown Waterfront Alliance

Kathy Franklin, The Maritime Inn

Jannae Mitton, The Maritime Inn

Lindsey Munson, Best Western Plus Wesley Inn & Suites

Mona Sarrensen, The INN at Gig Harbor

Warren Zimmerman, The Gig Harbor Chamber of Commerce

Karen Scott, The City of Gig Harbor

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- V. Making Sense Of It All
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- IX. Brand Development
- X. Conclusion

Where Are We Going

In 2001, the Gig Harbor Lodging Tax Committee created a Tourism Strategic Plan for the community. This effort set short and long range goals that helped direct the committee's recommendations annually to the City Council for use of Gig Harbor Lodging Tax funds.

Each year the Lodging Tax Committee has taken a look at the Strategic Plan to keep it fresh and updated. Every five years it is re-written.

In 2014, we continue to build on the strategic plan developed in 2001 to reflect our ever-changing community, economy and other strategic developments and goals that have been set within our market area. The goals of this plan are based on the broad area needs of:

- Brand Development
- Partnership Development
- Product Development

Our Mission

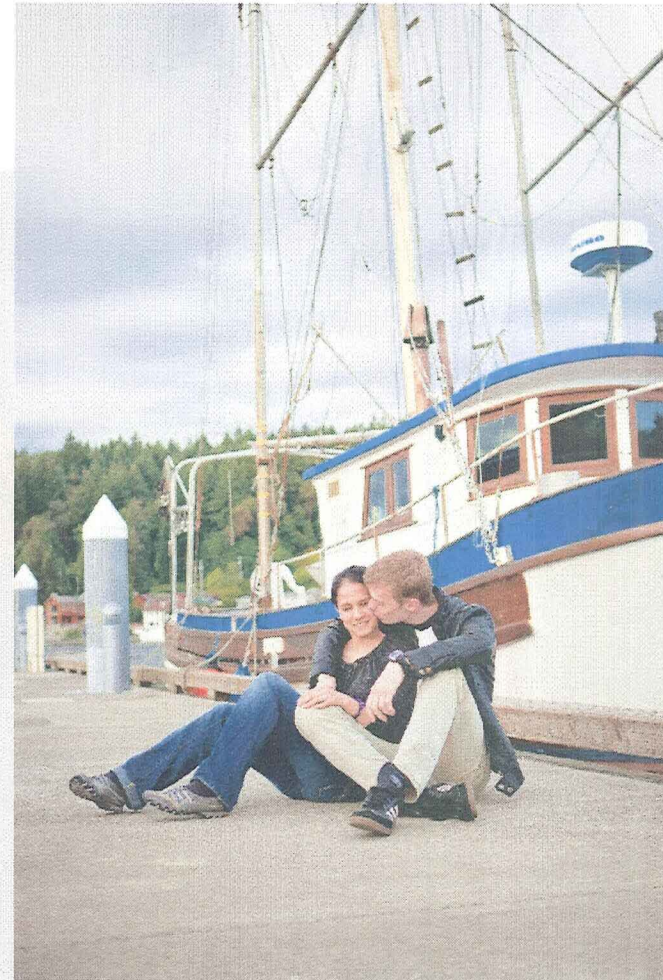
To sustain and enhance the authentic maritime character of Gig Harbor and the surrounding peninsula, its environment, culture, and heritage while meeting the economic and lifestyle goals of our community.

To promote and expand tourism in order to enhance the local economy and to attract and serve the traveling public.



Our Brand

Gig Harbor is a vibrant community notable for its rich fishing and boat building heritage, walkable waterfront, and it boasts one of the most scenic skyline views of Mount Rainier. Gig Harbor offers marinas, locally owned inns, hotels and bed and breakfasts, public parks, upscale and one-of-a-kind shops, art galleries, restaurants, and a variety of events in a memorable and relaxed setting that evokes a lasting impression on guests.



Tourism and Our Community

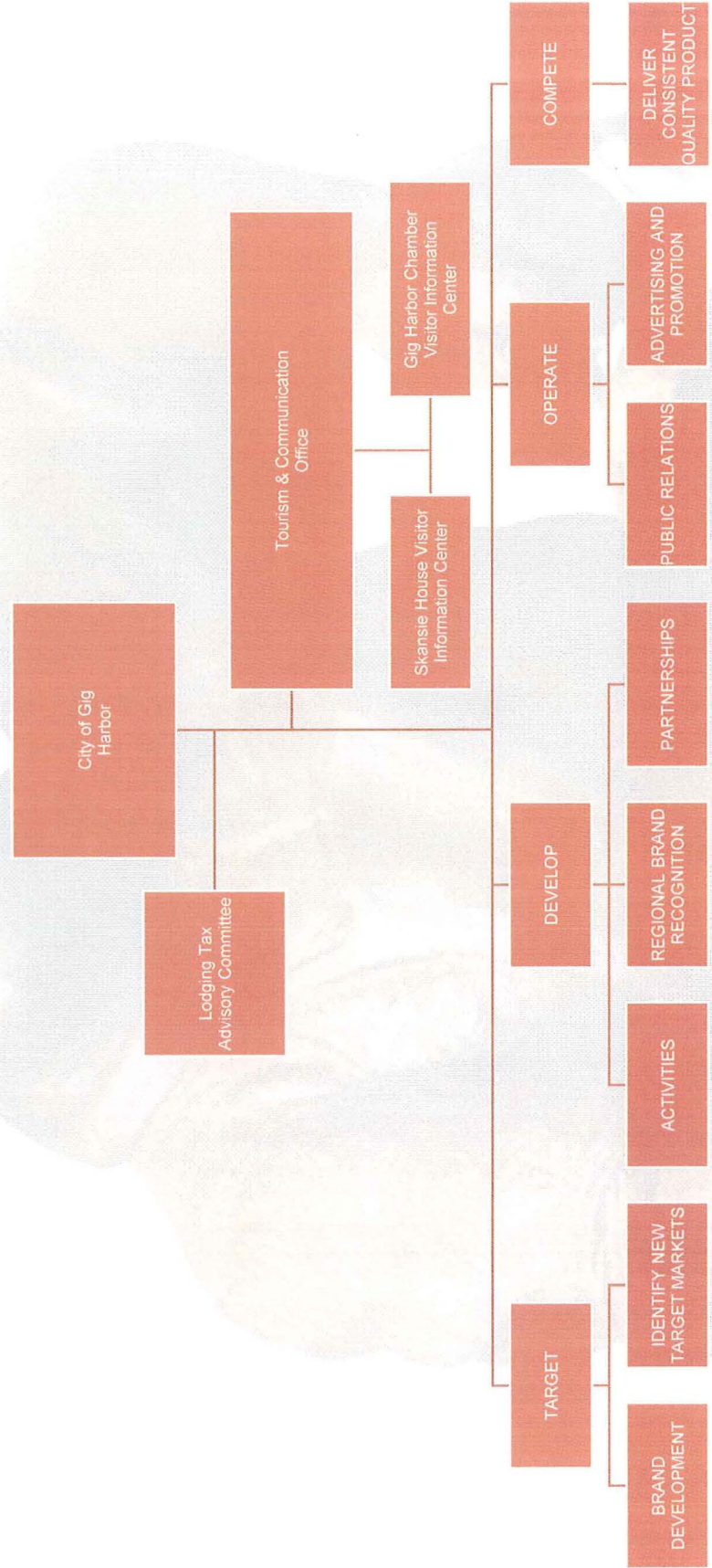
Through partnership, we collaborate to use tourism to meet the goals of our community.

Ask ourselves this question, “What headline would we like to see in a nationally recognized travel publication five years from now?” Envision what that headline should be.

This is how we determine our tactics and objectives. We work to accomplish these goals through the development of an annual marketing plan with four overall categories of focus; *Target, Develop, Operate and Compete.*



Making Sense Of It All



Partnership Development

The Gig Harbor Tourism & Communication Office efforts are entering a new era, with valuable community support and respected new partners and products to help catapult our brand awareness.

Partnerships accomplish a number of goals: they create continuity in the marketing effort, build a stronger brand for the community, reduce the duplication efforts, and make selling the community easier, thus developing our “heads in beds” success. Prospective visitors are more likely to act when presented with a single vision, a single contact, and a single source for getting initial information.

Creating a consistent message that is clear and concise and used by all community partners will provide a long term economic benefit to the entire community.



Partnership Development

It's imperative that we build good, strong partnerships with local and regional organizations who share our vision and goals.

The Gig Harbor Chamber of Commerce – continue to build this relationship and work closely with this organization to increase economic stability throughout the community. Assist the Chamber in events such as the Maritime Gig, provide support the Visitor Information Center and other projects as needed.

The Harbor History Museum – continue to support the development of the Harbor History Museum, assisting with advertising and promotion as well as product development in keeping with the heritage goals of the community and the branding efforts of the City Tourism & Communications Office.

The Downtown Waterfront Alliance– continue to support the mission of the Gig Harbor Downtown Waterfront Alliance, which is to bring together community and waterfront district stakeholders in order to encourage economic vitality and to preserve the historic character and quality of the area.



Partnership Development

Travel Tacoma + Pierce County – new energy is coming from this organization with fresh leadership and we look forward to building a stronger regional awareness with the Tacoma Regional Convention and Visitor Bureau wherever possible. Through the Go West Summit in 2014, this organization has increased international awareness of this region and developing market.

Visit Kitsap Peninsula– in an effort to reach the greatest amount of potential visitors as possible through representation at trade shows, we will continue to be a good partner with the Kitsap Visitor and Convention Bureau and support their marketing efforts as well.

South Sound Sports – we support the organizational mission to promote the South Sound as a destination for tourism generating amateur sports events and the development of athletic programs and venues in Gig Harbor.

Visit Seattle – we take advantage of the larger metropolitan market through membership and marketing tools available by this organization.

Washington Tourism Alliance–along with our state tourism partners we maximum exposure for our tourism and economic development programs.

Partnership Development

Additional partnerships that the City Tourism & Communication Office is exploring are Harbor WildWatch, Tacoma Community College at Gig Harbor and Uptown Gig Harbor.

In 2013, we successfully launched the Gig Harbor PT Trolley – a project that had been identified in the prior Tourism Strategic Plan. This trolley allows us to serve visitors and residents throughout the historic downtown, and connect with the hotels and new shopping areas. There is potential to link the Narrows Airport and Harbor Hill in future years. The PT Trolley Program was recognized by the Washington Main Street Association as a Community Partnership Award Winning Program.



Product Development

Keeping The Visitor Busy

Over the past five years we have targeted such projects as the opening of a Visitor Information Center, better way-finding through out the community, support of new products and services to keep visitors in town longer, hospitality training and consulting, and park development.

During the past decade great strides have been made in many of these areas, and Gig Harbor has been praised and commended for much of this work. Continued efforts to refine our products and services and further development of the brand is appropriate in order to meet to goal of increased hotel occupancy.

Product Development

We are working diligently in areas that will encourage a visitor to be interested long enough to have a reason to spend the night or longer. This is key to tourism's economic benefit as an overnight visitor spends three times the amount of money as a day-tripper. Our goal continues to be creating a destination attractive to multi-day visitors. These specific points, we believe, have already or will encourage overnight tourism:

Skansie House Visitor Information Center – Making the historic Skansie Brothers House a Visitor Information Center with interpretive history about fishing families in Gig Harbor remains the number one priority for the Lodging Tax Advisory Committee.

Skansie Net Shed – The Skansie Net Shed & House contributed to the growth and development of Gig Harbor's fishing industry. Additionally, the Skansie Net Shed & House serve as an important link to not only the community's fishing industry, but the Croatian heritage of many of its earliest settlers. With occupancy by the Coastal Heritage Alliance, the Skansie Net Shed continues to demonstrate the vital role that the family played in Gig Harbor's fishing and maritime heritage.

Gig Harbor Boat Shop – The mission of the Boat Shop is to pass on our rich maritime heritage to future generations. One way the Gig Harbor Boatshop achieves its mission of preserving, interpreting and perpetuating the working waterfront is through programming that passes on our maritime heritage through direct experience. They realize this mission through educational programming, workshops and boat restoration projects.

Performing Arts Center / Conference Center – A place in Gig Harbor, either privately funded or government run, to provide indoor performances for local groups as well as well known performing artists brought in from out of town. This facility should seat no more than 500 and no less than 400. This facility could additionally serve the need for banquet and indoor event space lacking in our community and keeping us from being competitive for larger conferences and groups.

Product Development

Heritage Programs – support all heritage related programs in the harbor including the Harbor History Museum, Gig Harbor Boat Shop, Coastal Heritage Alliance at the Skansie Net Shed, Maritime Pier, and Skansie House Interpretive Center. Encourage the city to develop ideas for the use of the Wilkinson Barn and Ancich Park.

Restaurant and Retail Development – The historic downtown is building their representation among restaurants and would benefit by more retail with a high-end product. Working with the Downtown Waterfront Alliance, we hope to refine, develop and recruit new businesses to fill out this area, keeping the downtown lively into the evening seven days a week.

Maritime Development – The City should expand restrooms at Jerisich Dock with additional bathrooms, shower and possible laundry service to assist boaters. A fuel dock is imperative to our community if we are truly going to claim we are The Maritime City. Additional moorage and parking are a high priority.

Sporting Events – Develop programs to recruit and assist sporting events such as soccer tournaments to our area providing another opportunity for hotel occupancy. Working in consort with regional golf clubs such as Chambers Bay and McCormick Woods as well as sailing programs and regattas, soccer and other tournaments.

Narrows Airport – The Tacoma Narrows Airport is used by business executives, celebrities, golf professionals, and aviation enthusiasts and provides a relaxed south Puget Sound airport alternative to Seattle-Tacoma International Airport and King County's Boeing Field. The City Tourism office wishes to work with Pierce County to creatively attract overnight visitors to the harbor via the airport.

Economic Development – working with our partners in the community to develop strategies to recruit targeted businesses to Gig Harbor, specifically to the downtown core.

Brand Development

Consistency & Quality

Over the last decade, consistency and quality have been the goal of our branding efforts. Although the goal has always been there, continually achieving that goal has not been easy.

Many challenges present themselves daily including budgetary challenges, changing political climate, staff turn-over, and worldwide events such as September 11th and the economic recession. Reaching for the goal is a dynamic effort that involves flexibility and persistent hard work.

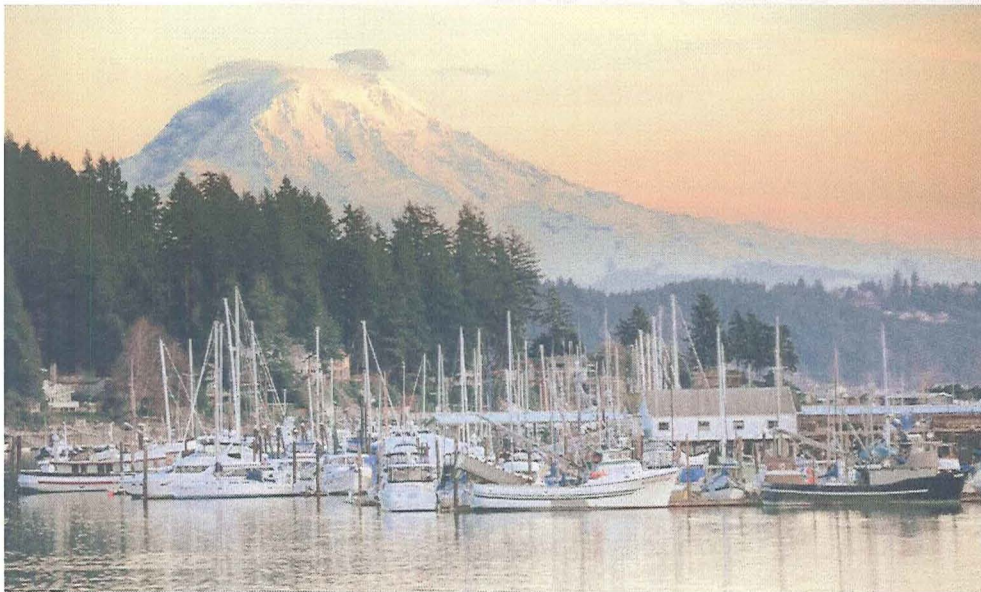
Because of this, we will annually review our strategic plan. It is imperative that we stay up-to-date in a constantly changing environment. The one thing that remains the same, is our goal to be the best, to carry our brand forward, and to do so with class and commitment.

Keeping our brand promise top of mind in all of our marketing efforts provides consistency. Branding, or imprinting a memorable message, either subliminally, emotionally or with tangible product is our goal.

Brand Development

Our brand promise

'Gig Harbor is a vibrant community notable for its rich fishing and boat building heritage, two-miles of walkable waterfront and one of the most scenic skyline views of Mt. Rainier. Gig Harbor offers marinas, locally owned inns and bed and breakfasts, public parks, upscale and one-of-a-kind shops, art galleries, and restaurants in a memorable and relaxed setting.'



Brand Development

Public Relations – Continued efforts to recruit qualified travel writers and editors to write brand supported media pieces about Gig Harbor is a top priority in our branding efforts. We have been very successful in this effort and see the new products coming on-line in the next few years as providing great material for continued media attention in both print, online and broadcast. Through our consistent programming, we have developed first name relationships with top editors and writers nationwide, providing us with a leg-up on many other similar destinations.

Consumer Advertising and Promotion – Continued paid advertising with a call to action to visit our website provides additional name awareness through out the multiple publications we select each year. We hope to focus on lesser known amenities such as the Narrows Airport, and our proximity to the greater King County area.

Brand Development

Website – Our website www.gigharborguide.com has seen incredible growth since it was launched in 2008. It is the top local site in both Google and Yahoo searches. Continuing to update and refresh this site is a daily task that ranks very high in our time management. In 2014, we are working towards a design and functionality upgrade with launch by September.

Visitor Information and Fulfillment – Our branding efforts are only as good as our local customer service. This includes the information available at our Visitor Information Center, signage provided to direct visitors around town, quick turn around on fulfillment of information requests, accurate and attractive collateral materials and point of sale contact with front line staff at retail, restaurant & visitor centers.

Events and Activities – In addition to all of the above our Tourism & Communications Office must continue to manage and create events and activities that provide constant and colorful things to do for our visitors, as well as our residents. We should continue to work with all of our partners, local groups and organizations to assist their promotion of events and activities.

Conclusion

Budgetary Responsibility

It is the goal of the Lodging Tax Advisory Committee to work with the city on fair and transparent ways of using the city's lodging tax funds in a way that is both in keeping with the law and provides the greatest return on our investment.

The Tourism & Communication Director is responsible to review prior funding to individual organizations that have received on-going support and to propose back to the LTAC recommendations for continued support. Examples might be The Gig Harbor Garden Tour, Gig Harbor Wine & Food Festival, and Harbor Tour of Homes.

All new requests for use of lodging tax funds should be presented in written form to the LTAC Committee by June of each year for the following budget year for consideration. This is not a grant request but an opportunity to consider unusual or new expenditures beyond the written goals of the LTAC Committee. An example would be the request for Gig Harbor Film Festival. These requests for funds should be in letter form with information that justify the expense based on the Tourism Strategic Plan and the goals here in to provide *general marketing, capital investment and hotel occupancy*.

City Council, City Staff and the LTAC Committee should have a clear understanding of the RCW for Lodging Tax and take every opportunity to explain to the public the restrictions for use of the Lodging Tax money.

During the next five years the Gig Harbor Lodging Tax Advisory Committee looks forward to working with the Gig Harbor City Council to achieve the goals established in this plan in keeping with the mission to preserve and protect what we love and hold dear about Gig Harbor.

Presented by the City of Gig Harbor Tourism & Communication Office, June, 2014

www.gigharborguide.com



Business of the City Council
City of Gig Harbor, WA

Subject: Purchase Authorization for Street Lights and LED Retrofit Kits

Proposed Council Action: Authorize the purchase of street lights for installation at the intersection of Harborview/Novak Street and Dorotich Street and LED retrofit kits from Rexel Inc DBA Platt Electric Supply for their price quotation of Thirty-Three Thousand Two Hundred Fifty Dollars and Ninety-One Cents (\$33,250.91) including tax.

Dept. Origin: Public Works - Operations

Prepared by: Marco Malich *MM*
Superintendent

For Agenda of: July 14, 2014

Exhibits: Exhibit B/Contract

Initial & Date

Concurred by Mayor: *no form*

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

JE 7/8/14
RW 7/8/14
ajemai 7/7/14
Bojzorp 7/7/14
ABZ 7/7/14

Expenditure	Amount	Appropriation
Required \$33,250.91	Budgeted \$15,000.00	Required \$0

INFORMATION / BACKGROUND

One identified Street Goal in the 2014 Budget was for the purchase of street lights for installation at the intersection of Harborview/Dorotich Street and Novak Street and LED retrofit kits. Price quotations for 2 street lights and 31 LED retrofit kits (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following bids were received:

- Rexel Inc. DBA Platt Electric Supply \$33,250.91 (including sales tax)
- Tacoma Electric Supply Inc. \$33,678.40 (including sales tax)

FISCAL CONSIDERATION

The material cost for the street lights is within the \$15,000 that was anticipated in the adopted 2014 budget and as identified under Street Capital, Goal No. 4. The purchase of the retrofit kits will be paid out of the ending fund balance for the Street Operating Fund.

City crews will install the streetlights and retrofit kits.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the purchase of street lights for installation at the intersection of Harborview/Novak Street and Dorotich Street and LED retrofit kits from Rexel Inc DBA Platt Electric Supply for their price quotation of Thirty-Three Thousand Two Hundred Fifty Dollars and Ninety-One Cents (\$33,250.91) including tax.

RECEIVED

JUN 06 2014

10:56 am
wh

EXHIBIT B - BID PROPOSAL

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

A. Acknowledgement

The undersigned bidder declares that he has read the Contract Documents, understands the conditions of the City's, and has determined for itself all situations affecting the work herein bid upon.

NOTE: Show unit prices in figures only. Any bid proposal with an incomplete bid item shall be considered non-responsive.

B. Bid Schedule

Primary Bid:

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	TY20-80W48LED4K-R-LE3SVOLT-TN-1ASAM8V-20-BAS22-GN6TX	2	EA	\$ 4539.00	\$ 9078.00
2	LEDGINE-DMS50-55W48LED4K-R-LE3F-VOLT	29	EA	\$ 632.00	\$ 18,328.00
3	TR20-009-135W80LED4K-001-LE3S-240-GN6TX	2	EA	\$ 1620.00	\$ 3240.00
SUB-TOTAL					\$ 30,646
SALES TAX @ 8.5 %					\$ 2604.91
BID TOTAL					\$ 33,250.91

**All bids must include freight/shipping.



C. PROPOSAL SIGNATURE:

Bidder Signature: Matthew Holt

Printed Bidder Name: Matthew Holt

Company Name: Rexel Inc DBA Platt Electric Supply

Address: 3602 S Cedar St Tacoma, WA 98409

Phone: 253 475-8683

Fax: _____

Email: mgr07@platt.com

*** END OF EXHIBIT B ***

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND REXEL INC DBA PLATT ELECTRIC SUPPLY**

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Rexel Inc DBA Platt Electric Supply, an Electric Supply corporation ("Vendor").

WHEREAS, the City desires to purchase decorative streetlights and LED retrofit kits from the Vendor, as described in Exhibit B and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 593;

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

I. Description of Products, Materials, Supplies, Tools or other items.

The Vendor shall sell and provide for purchase of two (2) architectural street lights (LUMEC) and thirty-one (31) LED retrofit kits and/or deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of Thirty-Three Thousand, Two Hundred Fifty Dollars and Ninety-One Cents (\$33,250.91) including sales tax, for the street lights and LED retrofits kits described in Section 1 and Exhibit B herein. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the Products and Materials, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the Products and Materials are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit B will be delivered to the City Public Works Facility at 5118 89th St. NW, Gig Harbor, WA by the Vendor on or before November 30, 2014.

IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed, e-mailed or hand delivered to the other party at the addresses set forth in this Agreement.

V. Indemnification.

The Vendor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including costs and attorneys 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.

VI. Insurance.

The Vendor shall procure and maintain for the duration of this Agreement commercial general liability insurance to cover claims for product liability and injuries to persons or damage to property which may arise from or in connection with the Products and Materials supplied to the City. The Vendor shall assume all liability relating to damage or loss of the products and materials until acceptance by the City.

VII. Warranty.

PHILIPS LUMEC warrants to its Customer only that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below, PHILIPS LUMEC warrants the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given within the warranty period to PHILIPS LUMEC in writing. If PHILIPS LUMEC determines that the warranty claim is valid and that a defect exists, Philips Lumec, at its sole option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at PHILIPS LUMEC's cost, such repair to occur either onsite or, at PHILIPS LUMEC's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Lumec freight prepaid). The remedy chosen at PHILIPS LUMEC's option shall be Customer's sole and exclusive remedy under this warranty. In no event will Lumec be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Philips Lumec alone determines to undertake hereunder at site (if any). In no event will Philips Lumec ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PHILIPS LUMEC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS LUMEC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND PHILIPS LUMEC'S LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT LUMEC PRODUCT.

BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTY FROM THE MANUFACTURER OF SUCH PRODUCTS, BUT PHILIPS LUMEC SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." PHILIPS LUMEC ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. If

Customer has a potential ballast or photoelectric control problem, information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s) will be posted on the manufacturers site.

SURFACE FINISH WARRANTY LIMITATIONS. Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 E units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminum and steel.

Not covered by this warranty:

- Surface finish on replacement parts not supplied by Lumec.
- Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.
- Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

Any metallic color surface finish is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.

VIII. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

To the Vendor:

Rexel Inc DBA Platt Electric Supply
Attn: Matthew Holt
3602 S. Cedar St.
Tacoma, WA 98409
253-475-8683

To the City :

City of Gig Harbor
Attn: Marco Malich
Public Works Superintendent
3510 Grandview Street
Gig Harbor, WA 98335

IX. Modification

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

X. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

XI. 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.

XII. Resolution of Disputes

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 Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Vendor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

XIII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VENDOR

THE CITY OF GIG HARBOR

By: _____
Its _____

Mayor Jill Guernsey

ATTEST:

Molly M. Towslee, City Clerk

Approved as to form:
Office of the City Attorney

City Attorney



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

Subject: Ancich Waterfront Park - Consultant Services Contract and Amendment

Dept. Origin: Public Works

Proposed Council Action:

Authorize the Mayor to execute the following items related to interim improvements at Ancich Waterfront Park:

Prepared by: Jeff Langhelm, PE
Public Works Director

1. A Consultant Services Contract with Nature By Design, Inc., in an amount not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00).
2. Amendment No. 1 to the existing Consultant Services Contract with Grette Associates in an amount not to exceed Five Thousand Five Hundred Twenty-Two Dollars and Eighty-Six Cents (\$5,522.86).

For Agenda of: July 14, 2014

Exhibits: Consultant Services Contract with Scope and Fee and Amendment with Scope and Fee

	Initial & Date
Concurred by Mayor:	<i>SCE</i> 7/20/14
Approved by City Administrator:	<i>RW</i> 7/9/14
Approved as to form by City Atty:	VIA EMAIL 6/26/14
Approved by Finance Director:	<i>JD</i> 7/1/14
Approved by Department Head:	<i>JL</i> 6/26/14

Expenditure Required	\$7,522.86	Amount Budgeted	\$50,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In 2013, the City performed a "visioning" process to develop a master plan for the Ancich Waterfront Park site (3500 block of Harborview Dr.) However, funding for construction of the master plan is likely years off. At this time the City is proposing interim improvements to the site. These improvements would make the uplands available to the public.

The proposed consultant services contract with Nature By Design will develop a landscape plan in accordance with land use permitting requirements. The landscape plan will outline the necessary placement of vegetation and related irrigation for the proposed interim upland improvements.

The proposed contract amendment with Grette Associates is necessary because the original contract for a habitat assessment assumed no wetlands would be found on the Ancich site. However, after performing the habitat assessment Grette found existing wetlands. The amendment will establish a wetland delineation, create a report, and develop a wetland buffer enhancement plan.

FISCAL CONSIDERATION

The 2014 Parks Division Capital Fund has allocated the following for this project:

2014 Budget for Ancich Waterfront Park Assessment and Interim Use, Parks Division Capital, Objective No. 12	\$ 50,000.00
Anticipated 2014 Expenses:	
Sitts & Hill Consultant Services Contract	\$ (5,000.00)
Grette Consultant Services Contract	\$ (3,149.59)
Nature By Design, Inc. Consultant Services Contract	\$ (2,000.00)
Grette Contract Amendment No. 1	\$ (5,522.86)
<i>Permitting</i>	\$ (5,000.00)
<i>Interim Improvements</i>	\$ (34,327.55)
Remaining 2014 Budget =	\$ 0.00

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

The work related to the interim improvements was originally requested by the Operations and Public Projects Committee and presented to the Parks Commission without comment.

RECOMMENDATION/MOTION

Authorize the Mayor to execute the following items related to interim improvements at Ancich Waterfront Park

1. A Consultant Services Contract with Nature By Design, Inc., in an amount not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00).
2. Amendment No. 1 to the existing Consultant Services Contract with Grette Associates in an amount not to exceed Five Thousand Five Hundred Twenty-Two Dollars and Eighty-Six Cents (\$5,522.86).

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTIE ASSOCIATES LLC**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated April 15, 2014, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates LLC, a limited liability company organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Ancich Waterfront Park Habitat Assessment and Management Plan and desires to revise consultation services in connection with the project; and

WHEREAS, Section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Five Thousand Five Hundred Twenty-Two Dollars and Eighty-Six Cents (\$5,522.86), as shown in **Exhibit A**, attached to this Amendment and incorporated herein,


Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2015.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Gig Harbor Public Works
Ancich Waterfront Park Habitat Assessment and Management Plan

Amendment 1

Task 200 – Wetland Delineation and Report

Grette Associates staff will visit the Ancich Park site and conduct a wetland delineation on the property. The delineation will be conducted in accordance with the requirements of the City’s Shoreline Master Program and the Gig Harbor Municipal Code, and will utilize guidance from the U.S. Army Corps of Engineers’ Regional Supplement to the Federal Wetland Delineation Manual. The boundaries of the wetland will be flagged using alpha-numerically labeled surveyors flagging. Once delineated, the wetland will be rated using the Washington Department of Ecology’s *Washington State Wetland Rating System for Western Washington*.

Grette Associates staff will then prepare a report documenting the delineation. The report will comply with the requirements of the Gig Harbor Shoreline Master Program as well as the Gig Harbor Municipal Code. The report will describe in detail the biological and physical characteristics of the wetland and its buffer, and will include a map depicting the boundaries in relation to other site features.

It is assumed that the City will be responsible for surveying the wetland boundary flags, and will provide Grette Associates the survey boundary map in AutoCAD format for the preparation of the wetland report figures.

An estimated budget for Task 200 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$135.00	1	\$135.00
Biologist 1	\$90.00	32	\$2,880.00
Administrative	\$74.00	1	\$74.00
Mileage	\$ ¹	25	\$15.00
Narrows Bridge Toll	\$4.50	1	\$4.86 ²
TOTAL TASK 200			\$3,108.86

¹ Mileage will be billed at the current WSDOT or federal rate, plus applicable markup

² Narrows Bridge Toll total includes 8% markup

Task 300 – Wetland Buffer Enhancement Plan

Grette Associates staff will prepare a Wetland Buffer Enhancement Plan for compliance with the City's Shoreline Master Program and the Municipal Code. The Plan will discuss the existing functions of the buffer on the site, and will describe the functional lift provided by the City through planting of native vegetation.

The drawings prepared under Task 200 will be utilized to prepare the Plan figures.

An estimated budget for Task 300 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$135.00	1	\$540.00
Biologist 1	\$90.00	20	\$1,800.00
Administrative	\$74.00	1	\$74.00
TOTAL TASK 300			\$2,414.00

Total Amendment Amount: **\$5,522.86**

New Total Contract Amount (Includes Task 100): **\$8,672.45**

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
NATURE BY DESIGN, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Ancich Waterfront Park Landscape Plan 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 \$2,000.00 (Two Thousand Dollars and Zero Cents) 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 – Estimated Budget**. 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 agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

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

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be 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 Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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

CONSULTANT:
Kathy Owens, Landscape Architect
ATTN:
Nature By Design, Inc.
1320 Alameda Ave., Suite B,

City of Gig Harbor
ATTN: Jeff Langhelm
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

Fircrest, WA 98466
(253) 460-6067 (office)

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 2nd
day of July, 2014

CONSULTANT

By: [Signature]
Its: _____

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

June 4, 2014

Maree' George, Public Works Asst.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335



Nature by Design, Inc.
1320 Alameda Ave., Suite B
Fircrest, WA 98466
Telephone 253.460.6067
www.naturebydesigninc.com

RE: Landscape Architectural Services for Ancich Park In Gig Harbor, WA

Dear Maree',

Thank you for the opportunity to provide you with a proposal for landscape architectural design services. Based on the proposed site plan, I understand my scope of work to include the following:

Task #1 - Interim Landscape Plan

Development of planting plans, notes and details for the project. The plans shall show symbols for all new plantings, and a legend with the symbol, quantity, botanical name, common name and planting size. The plan will meet the minimum requirements of the City of Gig Harbor, while also providing an aesthetically pleasing community with park like grounds. Per your email the interim improvements are intended to include:

- Remove existing knot weed and blackberry vines
- Improve the existing French drain system
- Improve existing lawn
- Place native vegetation (grasses and plants)
- Provide and/or adjust utilities as necessary
- Place asphalt pathways
- Stabilize slopes where erosion may occur.
- Place park amenities (i.e. picnic benches, garbage cans, signs, artwork, railings, etc.)
- Place a raised platform viewing area

Task #2 - Interim Irrigation Plan

Development of irrigation plans, notes and details for the project. The plans shall show symbols for all equipment. Mainline, POC, lateral lines, drip systems, low flow spray heads and water spigots shall be indicated on the plans.

The scope of work outlined will be billed per the contract with the City of Gig Harbor and not to exceed the fees listed below unless there are significant program changes required beyond the scope.

Fee Schedule:

Task 1: Landscape Plan - Phase 1 (10 hours @ \$100.00 per hour)	\$1,000.00
Task 2: Irrigation - Phase 1 (10 hours @ \$100.00 per hour)	\$1,000.00
Total Fee - Phase 1	\$2,000.00

Based on the review of the provided site plan it is not necessary to have a tree survey, site survey or geotechnical engineering. Therefore, excluded from this fee are any permitting fees or reproduction costs, site surveying – tree surveying, geo-technical engineering. Included in the fee are any necessary meetings with related disciplines to coordinate work and designs. Once task phases are completed, a .PDF file of the landscape plans will be emailed to you for submittal to the City. Once bidding documents are ready, we can also provide you with a bid for installation of landscape, park and irrigation.

Thank you for this opportunity to provide landscape architectural services to you. With your authorization on the signature line below, I can immediately begin scheduling the work for commencement. If you have any questions, or require any additional information, please do not hesitate to contact me at 253.460.6067.

Respectfully,

Katherine Owens, ASLA
Landscape Architect
Nature by Design, Inc



Business of the City Council
City of Gig Harbor, WA

Subject: Unpaid Holidays for Reasons of Faith or Conscience Policy

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst *mam*

Proposed Council Action:

For Agenda of: July 14, 2014

Adopt the Unpaid Holidays for Reasons of Faith or Conscience Policy

Exhibits: Policy and Attachment

Initial & Date

Concurred by Mayor: *See 7/14/14*
Approved by City Administrator: *RW 7/9/14*
Approved as to form by City Atty: *by email 7/9/14*
Approved by Finance Director: *DR 7/14*
Approved by Department Head: *mam*

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

INFORMATION / BACKGROUND

The attached policy addresses the new unpaid holiday requirements recently passed by the Washington Legislature, which went into effect on June 12, 2014. According to the legislative action, employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization and must be taken during the calendar year, if at all.

According to the policy, employees will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" is defined in WAC 82-56-020, which is attached.

FISCAL CONSIDERATION


N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the Unpaid Holidays for Reasons of Faith or Conscience Policy.

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: Unpaid Holidays for Reasons of Faith or Conscience	
POLICY MANUAL SECTION & NO. A-14-01	EFFECTIVE DATE: 06/12/14 REVISED DATE:	APPROVED:

PURPOSE

Washington State Legislation (SSB 5173) passed during the 2014 session entitles local (and state) government employees to two *unpaid* holidays per calendar year “for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.” The legislation went into effect on June 12, 2014.

POLICY

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

PROCEDURE

A. Selection of Days

1. The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected, unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety.
2. The term “undue hardship” has the meaning contained in the rule established by the Office of Financial Management (Attached).
3. If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee’s supervisor with a minimum of ten (10) calendar days prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee’s supervisor.
4. The employee’s supervisor shall evaluate requests by considering the desires of the employee, the impact on the City and the employee’s program including, without limitation, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and

consideration of the other factors included within the meaning of “undue hardship” adopted by rule of the Office of Financial Management.

5. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

REFERENCES

- WAC 82-56-020 – Definition of Undue Hardship (Attachment)

WAC 82-56-020 Definition of Undue Hardship

For purposes of chapter 168, laws of 2014, "undue hardship" means an action requiring significant difficulty or expense to the employer. The following factors should be considered in determining whether approving unpaid leave results in an undue hardship to the employer:

- (1) The number, composition, and structure of staff employed by the employing entity or in the requesting employee's program.
- (2) The financial resources of the employing entity or the requesting employee's program.
- (3) The number of employees requesting leave for each day subject to such a request.
- (4) The financial impact on the employing entity or requesting employee's program resulting from the employee's absence and whether that impact is greater than a de minimus cost to the employer in relation to the size of the employing entity or requesting employee's program.
- (5) Impact on the employing entity, the requesting employee's program or public safety.
- (6) Type of operations of the employing entity or requesting employee's program.
- (7) Geographic location of the employee or geographic separation of the particular program to the operations of the employing entity.
- (8) Nature of the employee's work.
- (9) Deprivation of another employee's job preference or other benefit guaranteed by a bona fide seniority system or collective bargaining agreement.
- (10) Any other impact on the employing entity's operation or requesting employee's program due to the employee's absence.



Business of the City Council City of Gig Harbor, WA

Subject: Continued discussion on scope of Marijuana Code.

Proposed Council Action: After discussion of the scope, the Council may choose one of the following options:

1. Make no changes to advertised scope and continue with tonight's public hearing.
2. Make a motion to expand the scope of work beyond items identified in the public notice. Council must cancel tonight's public hearing and direct staff to make appropriate amendments and notice for public hearing on August 11th.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, AICP LS

For Agenda of: July 14, 2014

Exhibit: Public Hearing Notice
July 2, 2014 Gateway

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

LS 7/10
RW 7/9
via email 7/9
M/A
JK 7/9/14

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

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 directed staff to amend the municipal code to address concerns around a lack of protection from 'non-traditional' school sites in addition to the repeal of medical marijuana uses within city limits.

A public hearing on Ordinance No 1290 was held on June 9, 2014 specific to the adopted moratorium. Upon completion of the public hearing, city council was requested to address any additional concerns to staff. None was received and staff was directed to only work on the two items identified in Ordinance No. 1290.

On June 23, 2014, during Council Comments portion of the meeting, City Council directed staff to expand the scope of pending amendments identified in Ordinance No. 1290 to address additional concerns relating to privately operated for-profit youth recreational centers, amending the parks definition for inclusion of parks along the City's trail system, amend the definition of perimeter to address exterior parcels lines regarding site development that includes binding site plans and condominiums, in addition, confirm that private schools are included in the definition of primary and secondary schools.

On July 2nd, 2014 a public hearing notice was published in the Gateway for July 14th to address the identified concerns in Ordinance No. 1290 and those items directed by the City Council on June 23rd.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

After discussion of the scope, the council may choose one of the following options:

1. Make no changes to advertised scope and continue with tonight's public hearing.
2. Make a motion to expand the scope of work beyond items identified in the public hearing notice. Council must cancel tonight's public hearing and direct staff to make appropriate amendments and notice for public hearing on August 11th.

**GIG HARBOR CITY COUNCIL
PUBLIC HEARING
Monday, July 14, 2014
5:30pm
Gig Harbor Civic Center**

Notice is hereby given that the City of Gig Harbor City Council is holding a public hearing as outlined below. You are invited to provide comment at the hearing or in writing as outlined in this notice.

Gig Harbor Code Amendment – GHMC 17.63 Marijuana Related Uses:

The City Council is taking testimony on draft language amending Gig Harbor Municipal Code 17.63 addressing regulation of Marijuana Related Uses with the City of Gig Harbor. The proposed language outlines the following items staff was directed to address prior to the repeal of the adopted moratorium:

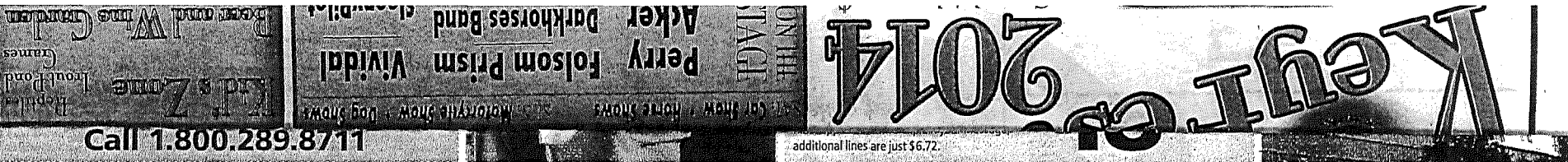
1. Amending the definition of Elementary School and Secondary School to include 'non-traditional school sites' that provide state funded educational services as well as clarifying the inclusion of private schools approved by Washington State Superintendent of Public Instruction.
2. Amending the definition of Recreational Center or Facility to include for-profit organizations.
3. Amending the definition of Perimeter to state it is the outer perimeter of a recorded condominium or binding site plan.
4. Amending the definition of Public Park to include publically owned parks that provide recreational services to users of the trail system.
5. Adding a definition of Marijuana Concentrates to address changes in state law since initial adoption.
6. Repealing allowance of Medical Marijuana Uses in consistency with the recent ruling of *Cannabis Action Coalition v. City of Kent*.

Commenting:

All persons will have an opportunity to present their oral comments relative to the specific items above at the public hearing which is during that City Council meeting that starts at 5:30pm. Those wishing to submit written comments may do so at the hearing, by submitting them to the City Council via the Planning Department at the address below, by e-mail at sehmell@cityofgigharbor.net or by facsimile at (253) 858-6408. All written comments must be submitted by 3:00 p.m. on **Monday, July 14, 2014** in order to be included in Council materials.

More information on the proposed amendments is available at the Planning Department, 3510 Grandview Street in Gig Harbor, 253-851-6170.

Contact Person: Lindsey Sehmel, Senior Planner



253.428.8000

gateline.com

Legals & Public Notices

must be submitted to the Planning Department by no later than **July 31, 2014**. All public comments or requests must be received at the Planning Department by no later than 5:00pm on the last date of the comment period. Questions regarding the above stated application should be made to Peter Katich, Senior Planner, City of Gig Harbor Planning Department, 3510 Grandview St., Gig Harbor, WA 98335, or by calling 851-6170. Additional permit information can also be found at permitportal.cityofgigharbor.net by entering the above permit numbers.

**CITY OF GIG HARBOR
NOTICE OF STREET CLOSURE
JUDSON STREET**

As a part of the Gig Harbor Summer Art Festival, the City of Gig Harbor will be closing Judson Street between Pioneer Way and Soundview Drive, Stanich Lane, Gilich Avenue, Adams Street and Thurston Lane for three days. This closure will occur on Friday, July 18, 2014 beginning at 5:00 p.m. and will remain closed until Sunday, July 20, 2014 at 8:00 p.m. For more information, please contact Marco Mallich, City of Gig Harbor Public Works Department at (253) 851-6170.

**GIG HARBOR CITY COUNCIL
PUBLIC HEARING
Monday, July 14, 2014
5:30pm**

Gig Harbor Civic Center
Notice is hereby given that the City of Gig Harbor City Council is holding a public hearing as outlined below. You are invited to provide comment at the hearing or in writing as outlined in this notice.
Gig Harbor Code Amendment - GHMC 17.63 Marijuana Related Uses:
The City Council is taking testimony on draft

language amending Gig Harbor Municipal Code 17.63 addressing regulation of Marijuana Related Uses with the City of Gig Harbor. The proposed language outlines the following items staff was directed to address prior to the repeal of the adopted moratorium:

1. Amending the definition of Elementary School and Secondary School to include "non-traditional school sites" that provide state funded educational services as well as clarifying the inclusion of private schools approved by Washington State Superintendent of Public Instruction.
2. Amending the definition of Recreational Center or Facility to include for-profit organizations.
3. Amending the definition of Perimeter to state it is the outer perimeter of a recorded condominium or binding site plan.
4. Amending the definition of Public Park to include publically owned parks that provide recreational services to users of the trail system.
5. Adding a definition of Marijuana Concentrates to address changes in state law since initial adoption.
6. Repealing allowance of Medical Marijuana Uses in consistency with the recent ruling of Cannabis Action Coalition v. City of Kent.

Commenting:
All persons will have an opportunity to present their oral comments relative to the specific items above at the public hearing which is during that City Council meeting that starts at 5:30pm. Those wishing to submit written comments may do so at the hearing, by submitting them to the City Council via the Planning Department at the address below, by e-mail at sehmel@cityofgigharbor.net or by facsimile at (253) 858-6408. All written

Legals & Public Notices

comments must be submitted by 3:00 p.m. on Monday, July 14, 2014 in order to be included in Council materials.
More information on the proposed amendments is available at the Planning Department, 3510 Grandview Street in Gig Harbor, 253-851-6170.
Contact Person: Lindsey Sehmel, Senior Planner

**NOTICE OF PUBLIC HEARING
City of Gig Harbor**

Date of Notice: June 27, 2014
Applicant: Bryan Stowe, McCormick Creek LLC, PO Box 1054, Sumner WA 98390
Project Location: 10023 Burnham and XXXX 50th Avenue, Site is located off Burnham Drive at 50th Avenue, plat/PRD includes properties located on both sides of 50th; See 31, Tw 22N, R 2E.

Project Description: Application for an Amendment to a Development Agreement (PL-DEV-14-0001) associated with an approved preliminary plat and preliminary planned residential development application (PL-PLAT-09-0003 and PL-PRD-09-0002). Applicant has also proposed a related preliminary plat revision. The approved preliminary plat/PRD allows for 185 lots, including 3 nonresidential lots and 182 residential lots. The current proposal will reduce the number of residential lots to 157 lots and maintain the 3 nonresidential lots. Proposed changes to the Development Agreement include changes to the approved phasing, extending the use of the soccer fields until the end of 2015, removing of the requirement to dedicate the plat park to the City (public access will still be provided) and providing the developer with fee credits to upgrade the street lighting within the plat to current LED standards. The original development agreement was approved March 28, 2011 under permit PL-DEV-10-0005.

Project Permits required: Development Agreement, Preliminary Plat Revision
SEPA Threshold Determination: Revised Mitigated Determination of Nonsignificance (MDNS) issued February 24, 2010 under case PL-SEPA-0037.

PUBLIC HEARING DATE Gig Harbor City Council, Monday July 14, 2014, at 5:30 pm, Gig Harbor Civic Center, Council Chambers, 3510 Grandview Street, Gig Harbor

Interested persons are invited to attend the public hearings and make their views known on this proposal. Documents pertinent to this application are available for review and inspection at the City of Gig Harbor Planning Department, 3510

Grandview Street, Gig Harbor, WA 98335, during normal business hours, Monday through Friday. A copy of the staff report on this proposal will be available at least seven days prior to the hearing. All documents will be available for inspection at no cost and copies will be provided at the requestor's cost.
Interested persons may comment on the above stated application or may request any notice of public hearing or a copy of the decision on this application. Requests for notification or written comments must be submitted to the Planning Department no later than 5:00pm on Monday July 14, 2014.

Questions regarding the above stated application should be made to Kristin Moerler, Associate Planner, City of Gig Harbor Planning Department, 3510 Grandview Street, Gig Harbor, WA 98335, or by calling 851-6170.

**PUBLIC NOTICE
MEETING ANNOUNCEMENT**
The Tacoma Narrows Airport Advisory Commission (TNAAC) will hold its next public meeting on Thursday, July 10, 2014 from 6:30 to 8:30 PM. The meeting will be held at the Goodman Middle School Commons located at 3701 38th Avenue NW, Gig Harbor, WA 98335. Future meeting dates and locations are posted on the Pierce County Tacoma Narrows Airport web site: <http://www.piercecountywa.org/tacomannarrows> Click on "Advisory Commission." For more information, contact Deb Wallace, Pierce County Airport & Ferry Administrator, at (253) 798-7109 or via e-mail deb.wallace@co.pierce.wa.us.

**SUMMARY OF ORDINANCE NO. 1295
of the City of Gig Harbor, Washington**
On June 23, 2014, City Council of the City of Gig Harbor, Washington, approved Ordinance No. 1295, the summary of text of which is as follows:
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.
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:
The full text of this ordinance will be mailed upon request.
APPROVED BY THE CITY COUNCIL at their regular meeting of June 23, 2014.
BY: MOLLY M. TOWSLEE, CITY CLERK

**SUMMARY OF ORDINANCE NO. 1296
of the City of Gig Harbor, Washington**
On June 23, 2014, City Council of the City of Gig Harbor, Washington, approved Ordinance No. 1296, the summary of text of which is as follows:
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

Legals & Public Notices

2.50.060(B) OF THE GIG HARBOR MUNICIPAL CODE: PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:
The full text of this ordinance will be mailed upon request.
APPROVED BY THE CITY COUNCIL at their regular meeting of June 23, 2014.
BY: MOLLY M. TOWSLEE, CITY CLERK

**SUMMARY OF ORDINANCE NO. 1297
of the City of Gig Harbor, Washington**
On June 23, 2014, City Council of the City of Gig Harbor, Washington, approved Ordinance No. 1297, the summary of text of which is as follows:
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.
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:
The full text of this ordinance will be mailed upon request.
APPROVED BY THE CITY COUNCIL at their regular meeting of June 23, 2014.
BY: MOLLY M. TOWSLEE, CITY CLERK

Misc Legals

Early Legal Deadlines
The News Tribune Legals Desk will be closed Friday, July 4, 2014 In observance of the holiday.
News Tribune legal notices to run Friday, July 4th will deadline at 1pm on Thursday, July 3rd. Legals to run in the News Tribune on Saturday the 5th, Sunday the 6th, and Monday the 7th will all deadline at 3pm on Thursday the 3rd.
Legal notice deadlines for the July 9th editions of the Herald and the Peninsula Gateway will not be affected by the closure.
Notices received after the deadline will be set up for the next available edition.
Phone: (253) 597-8605
FAX: (253) 597-8473
Email: legals@thenewtribune.com

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www.southsoundclassifieds.com

Professional

PT Receptionist - The Peninsula Gateway
The News Tribune, a leader in providing local news and information for the South Sound, has a unique opportunity for a part-time Receptionist at our weekly community newspaper - The Peninsula Gateway. This position is located in our new offices at The Jerisich Center in Gig Harbor, WA.
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Professional

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Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing – 1st Amendment to the Development Agreement with McCormick Creek LLC.

Proposed Council Action:

1. Hold public hearing and consider public comments,

and

2. Pass Resolution No. 970 authorizing the Mayor to execute Amendment No. 1 to the Development Agreement, attached to the Resolution as Exhibit A, with McCormick Creek LLC.

Dept. Origin: Planning Department

Prepared by: Kristin Moerler
Associate Planner

For Agenda of: JULY 14, 2014

Exhibits: Enlarged image of internal park, Letter from applicant describing change to the development agreement, Planning Director Recommendation on Plat Revision, and Resolution with Exhibits

Initial & Date

Concurred by Mayor:

SE by MMS 7/10/14

Approved by City Administrator:

RW 7/10/14

Approved as to form by City Atty:

Via Email

Approved by Finance Director:

N/A

Approved by Department Head:

JK 7/10/14

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

INFORMATION / BACKGROUND

In 2010, the Council initially approved a development agreement between the City and McCormick Creek LLC. The initial 2010 agreement was replaced in April of 2011 with the current development agreement that provides for phasing and vesting for an initial term of 6 years with extensions tied to the phasing that could vest the project until 2030 with Council approval. The agreement provided for the dedication of an easement to the City to accommodate a portion of Phase 4 of the Cushman Trail and future dedication of the wetland tracts adjacent to the trail at the time of final plat. Further the agreement provided for the dedication of the internal park to the City and for the continued use of the existing soccer field by the Peninsula Athletic Association until 2013.

In February 2014, McCormick Creek LLC applied for the current amendment to the development agreement. This amendment to the development agreement is being proposed in order to:

1. Reduce the total number of single family residential lots within the plat/PRD so that the developer can better meet market demand for larger lots.
2. Revise phasing to update the infrastructure construction sequencing, rebalance the phases related to density requirements, and moving the church lot into the first phase.
3. Remove the internal park from City acquisition. Park will instead be transferred to the future Homeowners Association.
4. Provides for continued use of the soccer fields by the PAA through 2015.

The process for review of this amendment is outlined in GHMC 19.08.040(B)(2). The Planning Director has provided a recommendation for approval of the underlying preliminary plat (p-plat) revision. The decision on the preliminary plat revision is being held in abeyance until the Council acts on the development agreement amendment.

STAFF ANALYSIS

Staff and the City Attorney have reviewed the amendment. Staff is supportive of the amendments as the phasing maintains the appropriate infrastructure to serve each phase as it is developed and maintains compliance with the required density in the R-1 zone and the provisions of the PRD.

The internal park which was previously included for City acquisition is a small park area providing walking trails, a play structure, a basketball court and open space. The park has limited street frontage, no off street parking and generally occurs between the back of single family lots and an adjacent wetland buffer. Because the site was approved as a PRD with density bonuses, the code requires public access to the park regardless of ownership (GHMC 17.89.110(E)). Removing the park from City acquisition will not affect the requirement for public access, and will put the maintenance of the park facility on the homeowners association in lieu of the City. It is anticipated that the park will principally be utilized by residents of the plat given the lot sizes, and incidentally by users of the adjacent little league fields and Cushman trail. While the park is shown in Exhibit B1 to the Development Agreement, I have also provided an enlarged clip of the phasing plan so you can better understand the layout of the park relative to the wetland buffer, lot configuration and road way access.

To date, we have received no public comments on the proposed amendments.

BOARD OR COMMITTEE RECOMMENDATION

Not applicable. In this case the Planning Director has provided a recommendation on the underlying preliminary plat revision.

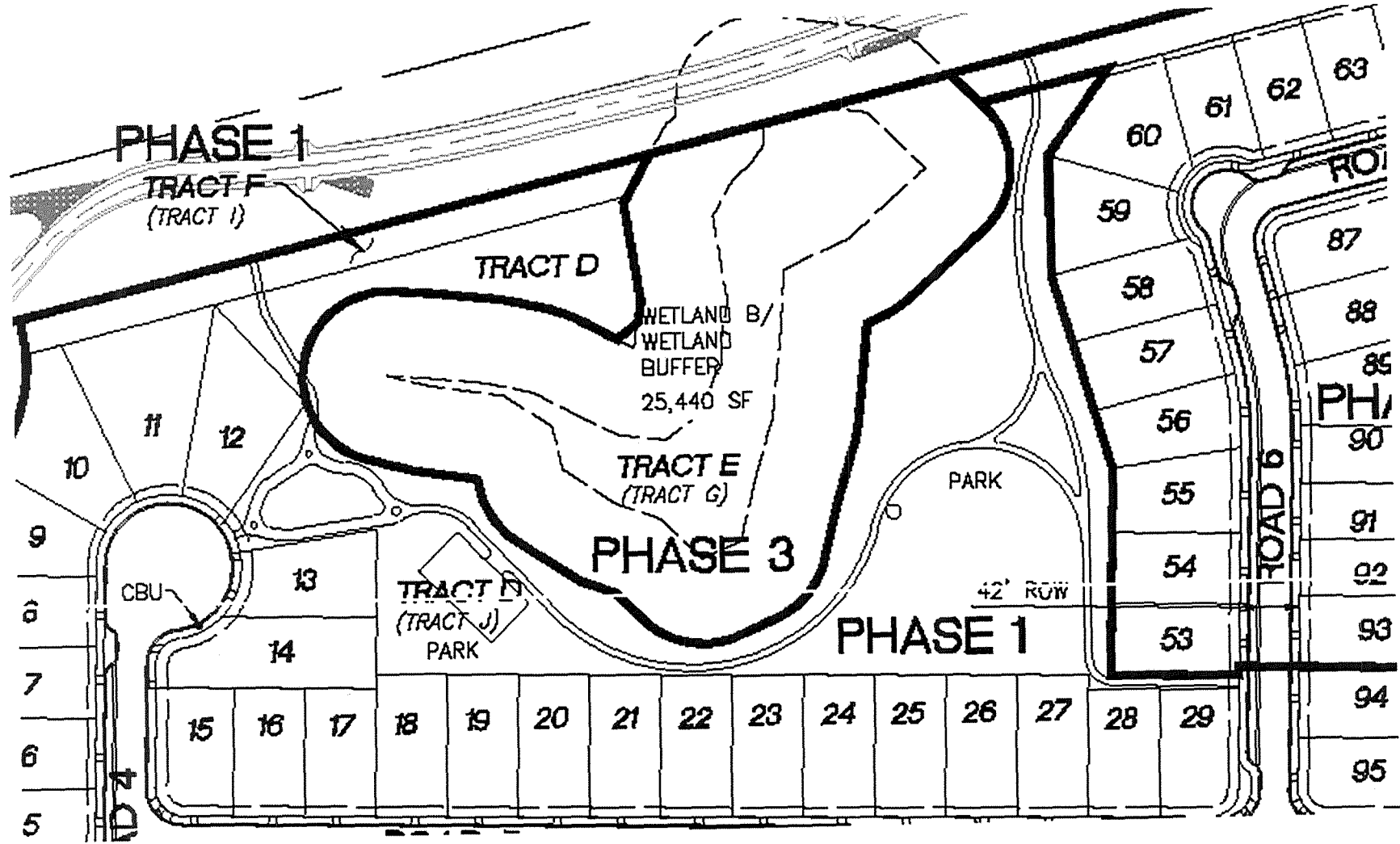
RECOMMENDATION / MOTION

1. Hold public hearing, consider public comments,

and

2. Pass Resolution No. 970 authorizing the Mayor to execute the Amendment No. 1 to the Development Agreement, attached to the Resolution as Exhibit A, with McCormick Creek LLC.

Enlarged view of McCormick Creek Internal Park (Tract D)





CIVIL ENGINEERING, LAND PLANNING, SURVEYING

June 24, 2014

Kristin Moerler
City of Gig Harbor
Planning Department
3510 Grandview Street
Gig Harbor, WA 98335

RE: Developer Agreement – Compliance with the City of Gig Harbor Comprehensive Plan
McCormick Creek Plat
City of Gig Harbor File No. PL-DEV-14-0001
Our Job No. 14830

Dear Kristin:

We have revised the Preliminary Plat/PRD layout and the associated Developer's Agreement for the McCormick Creek Plat. The changes made to both the plat and Agreement are still in compliance with the City of Gig Harbor Comprehensive Plan and should be approved by the City Council.

Since the downturn in the economy, the desirable lot dimensions for homes in this area have increased. In order to satisfy the future home builders, a majority of the lots in this proposed development have been revised from 40 feet wide to 50 feet wide. This in turn reduces the number of proposed residential lots from 182 to 157 and makes the lot density closer to that of the underlying R-1 zoning district. The proposed phasing still maintains a minimum density of 4 dwelling units per acre, which meets the City's Comprehensive Plan requirements. Minor phasing changes have been made to ensure the minimum density is being met with each phase of the project as well.

The proposed park within the plat will no longer be dedicated to the City of Gig Harbor and will be maintained by the Homeowner's Association. Public access to the park will still be made available, which is in compliance with the Comprehensive Plan and approved PRD, but maintenance responsibilities will fall to the Homeowner's Association, and this will save the City money. The proposed park does not have dedicated parking other than street parking and no on-site restroom facilities are proposed, so the proposed park does not fit the City's Park Plan and will be better suited as a privately maintained park space. The park will still provide many recreation opportunities with the proposed trail, sport court, open field, and playground equipment as required by the PRD.

The Cushman Trail connections have been maintained to the Little League fields to the east. Further design of the trail (by others) has been shown on the Preliminary Plat/Phasing Exhibit to illustrate the proposed connections through the site.

The owner has agreed to extend the use of the church fields for public use until the end of 2015. The owner has also agreed to install LED fixtures on the public street lighting system in exchange for monetary credits, as well as the extended use of the church soccer fields as noted.

Kristin Moerler
City of Gig Harbor
Planning Department

-2-

June 24, 2014

We believe that the changes made to the proposed Preliminary Plat/PRD and Developer's Agreement will be beneficial to both the property owner and the City of Gig Harbor. We look forward to working together to complete/revise the Developer's Agreement to that effect. If you have questions or need additional information, please contact me at this office. Thank you.

Sincerely,



Jason Hubbell, P.E.
Senior Project Engineer

JH/ca
14830c.021.doc

cc: Bryan Stowe, McCormick Creek LLC
Karen E. Harris, Barghausen Consulting Engineers, Inc.



TO: Mayor Guernsey and City Council
FROM: Jennifer Kester, Planning Director
SUBJECT: Recommendation for McCormick Creek Preliminary Plat Revision
(PL-PPLATR-14-0001)
DATE: July 9, 2014

INFORMATION/BACKGROUND:

The applicant, McCormick Creek LLC, has requested a preliminary plat revision to allow the reduction in lots as discussed in the related development agreement revision. The revision is intended to document the revised plat layout and reduce the number of single family residential lots from 182 to 157. There is no mechanism to amend the related Planned Residential Development (PRD) approval, without returning to the Hearing Examiner for a new PRD approval, so the applicant has proposed to maintain the features of the approved PRD in the revised plat.

The preliminary plat/PRD was approved by the City on April 7, 2010 to allow the segregation of the 52.16 acre site into 182 single family residential lots and three nonresidential lots including one for the existing church, one for a future government office and one for a future storage facility and a number of wetland, stormwater and open space tracts; subject to 24 conditions of approval. The City Council approved the initial Development Agreement for the site in 2010 and substantially revised the agreement in March of 2011.

The following is an analysis of the request for consistency with the city's requirements for a preliminary plat revisions and maintaining consistency with the related preliminary PRD approval.

POLICY CONSIDERATIONS: Revision to a Preliminary Plat Approval

Staff has reviewed the request for consistency with the criteria for approval of revisions to an approved preliminary plat as specified in Gig Harbor Municipal Code (GHMC) Chapter 16.05.006, and has determined that the applicant has met the criteria for approval of the preliminary plat revision as follows:

- A. Minor revisions to an approved preliminary plat, which do not change the plat boundaries, do not change the conditions of preliminary plat approval, do not alter

road alignments or connections, and do not increase the number of lots by more than five percent or five lots, whichever is less, shall be processed in accordance with the procedures established under GHMC Title [19](#) for a Type I project permit application.

The proposed revision does not affect the preliminary plat boundaries, does not alter road alignments or connections and does not increase the proposed number of lots. Proposed amendment is being processed as a type 1 permit. The decision on the preliminary plat revision is being held in abeyance until the council acts on the related development agreement. Once the development agreement is approved, staff will approve the underlying preliminary plat revision.

The director shall approve an application for minor preliminary plat revision only if all of the following criteria are met:

1. The revision will not be inconsistent or cause the subdivision to be inconsistent with the findings, conclusions, or decision of the hearing examiner or city council;

The plan revision will reduce the number of approved single family residential lots by 25 units. The proposal includes minor reconfiguring of lots and the adjacent park tract. In general, applicant has increased the width of many of the proposed lots so that a greater number of 50 foot wide lots are included. This reduction maintains compliance with the minimum allowed density on the site, and greatly reduces the number of lots above the allowed density without a PRD approval (bonus density is now 5 units above standard density of 4 dwellings per acre).

2. The revision will not cause the subdivision to violate any applicable city policy or regulation;

The only compliance issued identified in the review of the proposed revision is the location of the park trail being moved into the periphery of the wetland buffer (tract E). This location is permissible provided the applicant can demonstrate that any impacts associated with the new location are mitigated. A condition of approval is planned to either require review of the location by the wetland biologist and mitigation as needed for the feature, or that the applicant shall revise the location so that the trail is just outside the buffer. Revising the location would affect the rear corner of lot 12, however it would not significantly affect the buildable area of the lot due to the configuration of the lot and small adjustment needed.

Finally a number of details shown in the plans presented at public hearing are not detailed in the current revised plat exhibit which is one page. The approval of the revision will document the intended changes to the plat and document that where such items were not requested to be revised, they are not intended to be omitted or changed by this approval. This relates to a number of finer details such as easements affecting specific lots, and details documenting compliance relative to specific City standards. Such details may require minor relocation but are not intended to be removed or substantially modified by this revision.

3. A subdivision may be developed if the intent of its original conditions is not altered.

The proposal is not intended to alter the intent of any conditions associated with the project.

POLICY CONSIDERATIONS: Maintaining existing PRD, Design Review and Alternative Landscape plan Approvals

Staff has reviewed the request for consistency with the Preliminary PRD and Alternative Landscape Plan approved with the preliminary plat and have determined that the applicant has maintained compliance with the Hearing Examiner's approval dated April 7, 2010 as follows:

While the applicant will no longer utilize the full bonus density approved as a part of the PRD, the proposal has been reviewed to assure it does not remove or diminish the features of the project that yielded the PRD approval. The applicant desires to maintain the PRD approval as it provides for lot width flexibility, reduced setbacks, and flexibility in the impervious surface calculation as well as bonus density for preserved open space.

The total area of required open space for the PRD is 20.34 based on the gross area of the site and applied density bonuses. Current plans indicate 22.38 acres provided, this appears to erroneously include stormwater tracts that do not provide open space amenities, without those tracts 20.36 acres of open space are provided, which is equivalent to the amount documented at the time of the hearing. While the total area of the park is slightly reduced affecting the total area improved for active or passive recreation, the existing approval included credits for the area in the vicinity of the Cushman Trail and the additional pedestrian amenities contained in Tract H (adjacent to Road 1) which are being maintained with this revision.

While a revised landscape plan has been provided with the related civil plans, that landscape plan deviates in several significant ways from the approved

alternative landscape plan. These deviations relate to the provision of irrigation in buffer areas, changes in the proposed materials for screening (plants and omission of fencing shown in prior plans) and include out of date phasing notes.

As the applicant has not requested a revised landscape plan or revisions to the approved alternative landscape plan, staff will continue to work with the applicant on developing a construction landscape plan consistent with the approved landscape plan and hearing examiner's decision that accommodates the revised lot and tract layouts while maintaining the features of the plan. A condition of approval will require that the applicant obtain approval for the final landscape plan prior to installing landscape features for the PRD/Plat.

Director's Recommendation: Jennifer Kester, Planning Director, recommends that the City Council approve the proposed 1st Amendment to the Development Agreement with McCormick Creek LLC as the underlying plat revision complies with the provisions for plat revisions and maintains compliance with the existing approvals not proposed for modification.

RESOLUTION NO. 970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE DEVELOPMENT AGREEMENT WITH MCCORMICK CREEK, LLC RELATED TO AN APPROVED PLANNED RESIDENTIAL DEVELOPMENT AND PRELIMINARY PLAT (FILE NOS. PL-PPLAT-09-0003 AND PL-PRD-09-0002); APPLYING TO 52.16 ACRES OF PROPERTY, GENERALLY LOCATED EAST OF BURNHAM DRIVE NW AND WEST OF HARBOR HILL DRIVE IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON.

WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the City of Gig Harbor has adopted development regulations for development agreements in Chapter 19.08 of the Gig Harbor Municipal Code; and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located east of Burnham Drive NW and west of Harbor Hill Drive, Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Resolution No. 885 adopted by the City Council on November 8, 2010, the City and Harbor Hill, LLC entered into a Development Agreement dated March 29, 2011, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201104040155; and

WHEREAS, on February 18, 2014, McCormick Creek, LLC filed with the City a complete application for an Amendment No. 1 to the Development Agreement dated March 28, 2011 (File No. PL-DEV-14-0001); and

WHEREAS, the City's SEPA Responsible Official has determined that the Determination of Non-Significance (DNS) issued on December 17, 2009 for the original Development Agreement and underlying Plat/PRD are sufficient for the Amendment No. 1 to the Development Agreement; and

WHEREAS, on July 14, 2014 the City Council held a public hearing on Amendment No.1 to the Development Agreement during a regular public meeting and after considering the application, the staff report and all public testimony presented, approved Amendment No. 1 to the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute Amendment No. 1 to the Development Agreement attached hereto as Exhibit A, with McCormick Creek, LLC.

Section 2. The City Council hereby directs the Planning Director to record Amendment No. 1 to the Development Agreement against the Property legally described in Exhibit A to Amendment No. 1 to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

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

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

**AMENDMENT NO. 1
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR AND
MCCORMICK CREEK LLC FOR THE
MCCORMICK CREEK DEVELOPMENT**

THIS AMENDMENT NO. 1 to that certain Development Agreement by and between the City of Gig Harbor and McCormick Creek LLC for the McCormick Creek Development dated March 29, 2011 (the "Development Agreement") is made and entered into this ___ day of _____, 2014, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and MCCORMICK CREEK LLC, a Washington limited liability company ("Developer"), collectively referred to as the "parties."

RECITALS

WHEREAS, after a public hearing, by Resolution No. 858, the City Council authorized the Mayor to sign the Development Agreement and the Development Agreement was executed and recorded at Pierce County Auditor's File No. 201104040155; and

WHEREAS, since the effective date of the Development Agreement, the Developer has determined it would like to reduce the number of lots in the Project, and has submitted an application for a minor plat revision, file number PL-PPLATR14-0001, the approval of which is being held in abeyance until the City Council takes action on this Amendment No. 1 in accordance with section 19.08.040(B) of the Gig Harbor Municipal Code; and

WHEREAS, in addition, the Developer is requesting to undertake a different phasing schedule and update its contact information; and

WHEREAS, Section 6 of the Development Agreement requires the Developer to keep soccer fields available to the Peninsula Athletic Association for a period of two years from the effective date of the Development Agreement, and the Developer wishes to extend such availability through December, 2015; and

WHEREAS, Section 14 of the Development Agreement requires the Developer to dedicate a park tract to the City but the City has determined that the public will benefit if the park tract remains the property of the homeowner's association; and

WHEREAS, after a public hearing, by Resolution No. 970, the City Council authorized the Mayor to sign this Amendment No. 1 Development Agreement with the Developer;

NOW, THEREFORE, the parties agree to amend the Development Agreement as follows:

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

Section 1. The Project. The Project is the development and use of the Property contemplated in this Agreement. The preliminary plat and PRD application and Hearing Examiner Decision ~~describes~~ originally described the Project as a preliminary plat and planned residential development resulting in a total of 185 lots, 18 individual wetland, stormwater and open space tracts and associated roads. ~~One hundred eighty two~~ As revised, and in addition to the wetland, stormwater, open space tracts and associated roads, the Project now results in 160 lots, with 157 of the lots are proposed to be residential, and three of the lots ~~are~~ proposed to be non-residential: one for office use, one for a mini-storage type of development to serve the residents of the plat, and one lot that contains an existing church.

2. Section 4. Exhibits. Section 4 is hereby amended to delete Exhibit B and replace it with Exhibit B-1, attached hereto and incorporated herein by this reference.

3. Section 6. Term of Agreement. Section 6(G) of the Development Agreement is hereby amended to read as follows:

G. Developer acknowledges and agrees that the existing soccer fields located on the area identified as ~~Phase 3~~ Phase 1 on Exhibit B-Exhibit B-1 shall be kept open to Peninsula Athletic Association use ~~for a minimum of 2 years from the effective date of this Agreement~~ until at least the end of 2015.

4. Section 13. Phasing of Development. Sections 13(B) and 13(D) of the Development Agreement are hereby amended to read as follows:

B. Phasing.

1. Phase 1:

a. Street Improvements. The Developer shall construct Road 1 from Burnham Drive to the intersection of Road 8 and dedicate this roadway to the City. The Developer shall dedicate all of Road 1 as shown on ~~Exhibit B~~ Exhibit B-1, including any portion remaining undeveloped as part of the phase 1 improvements, to the City. The Developer shall

construct Road 4 and Road 5 and dedicate them to the City. The Developer shall design and construct left turn lane improvements, as acceptable to the City, on Burnham Drive. The Developer shall complete the required wetland mitigation necessary for the construction of Road 1, per the Hearing Examiner Decision (Exhibit E). Developer shall clear and rough grade the remainder of Road 1 (as shown on ~~Exhibit B~~ Exhibit B-1) from the easterly property line of the property to the improved section of Road 1. The cleared and rough graded section of Road 1 shall be signed by the developer "Future Road Connection to Harbor Hill Drive".

b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of a water line from Burnham Drive to the proposed lots within Phase 1.

c. Sewer Facilities. The Developer shall construct an extension of the sewer line from Burnham Drive to proposed lots within Phase 1.

d. Utilities. The Developer shall construct the Phase 1 storm facility shown on the plans as Tract A, and all associated appurtenances per the preliminary plan set attached as Exhibit 2 to the Hearing Examiner Decision (the "Preliminary Plan Set"). The Developer shall extend other utilities as necessary to the proposed lots within the phase.

e. Parks and Open Space. The Developer shall construct physical improvements and the public trail linking the park to the Cushman Trail and the adjacent Little League Fields. The Developer shall construct physical improvements to Open Space Tracts ~~D, E, F, J and Q~~ B, C, D, F, and H, as shown in the ~~preliminary plan set attached as Exhibit 2 to the Hearing Examiner Decision (the "Preliminary Plan Set")~~.

2. Phase 2:

a. Street Improvements. The Developer shall construct and dedicate to the City Roads 6, 7, 8 and 9, and the remainder of Road 1.

b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of the water line to the proposed lots within the phase.

- c. Sewer Facilities. The Developer shall construct an extension of the sewer line to proposed lots within the phase.
- d. Utilities. The Developer shall extend other utilities as necessary to the proposed lots within the phase.
- e. Parks and Open Space. The Developer shall construct improvements, as shown in the Preliminary Plan Set, to Tracts G, I, K, L, M, N and O.

3. Phase 3:

- a. Street Improvements. The Developer shall construct and dedicate to the City Roads 2 and 3.
- b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of the water line to the proposed lots within the phase.
- c. Sewer Facilities. The Developer shall construct an extension of the sewer line to proposed lots within the phase.
- d. Utilities. The Developer shall extend other utilities as necessary to the proposed lots within the phase. Developer shall construct the storm facility shown on the plans as ~~Tract R~~ Tract Q, and all associated appurtenances per the ~~preliminary plan set attached as Exhibit 2 to the Hearing Examiner Decision (the "Preliminary Plan Set").~~
- e. Parks and Open Space. The Developer shall construct improvements, as shown in the Preliminary Plan Set, to Open Space Tracts E, J, P, and R ~~and S.~~

....

D. All improvements shall be constructed in accordance with the ~~underlying approval for the McCormick Creek preliminary plat~~ Preliminary Plan Set, the City of Gig Harbor Public Works Standards and engineering industry standards approved by the City of Gig Harbor. Construction of the street, potable water, sewer and utility improvements shall not be considered complete until the improvements have been accepted by the City in writing. Phases referred to above are to be as shown on the phasing plan, attached as ~~Exhibit B~~ Exhibit B-1 to this Agreement.

5. Section 14. Dedication of Public Lands. Section 14(A) of the Development Agreement is hereby deleted.

6. Section 23. Notices. Section 23 of the Development Agreement is hereby amended to update the Developer information as follows:

McCormick Creek LLC
 Attn: Bryan Stowe
 PO Box 1054
 Sumner, WA 98390

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the dates set forth below:

McCORMICK CREEK LLC

CITY OF GIG HARBOR

By: _____
 Its: _____

By: _____
 Mayor Jill Guernsey

ATTEST:

 Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
 Office of the City Attorney

 Angela G. Summerfield

[Notaries on following page]
 STATE OF WASHINGTON)
) ss.
 COUNTY OF PIERCE)

On this _____ day of _____, 2014, before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2014.

Printed: _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2014, before me
personally appeared Jill Guernsey, to me known to be the Mayor of Gig Harbor, the entity
that executed the within and foregoing instrument, and acknowledged said instrument to
be the free and voluntary act and deed of said entity, for the uses and purposes therein
mentioned, and on oath stated that he was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2014.

Printed: _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

LEGAL DESCRIPTION

PARCEL A (PIERCE COUNTY 0222312027):

THE NORTH 80 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN LYING EASTERLY OF THE CITY OF TACOMA'S LAKE CUSHMAN ELECTRIC POWER LINE RIGHT OF WAY.

AND

THE NORTH 60 FEET OF THE NORTH 330 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B (PIERCE COUNTY 0222312028):

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF THE CITY OF TACOMA'S LAKE CUSHMAN ELECTRIC POWER LINE RIGHT OF WAY.

EXCEPT THE NORTH 80 FEET THEREOF.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL C (PIERCE COUNTY 0222312023):

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF THE CITY OF TACOMA'S LAKE CUSHMAN ELECTRIC POWER LINE RIGHT OF WAY.

AND

ALL THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 01°0'40" WEST ALONG THE EAST LINE OF GOVERNMENT LOT 3, 498.38 FEET TO A POINT 833.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 88°20'24" WEST 378.94 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TACOMA-LAKE CUSHMAN TRANSMISSION LINE; THENCE NORTH 13°26'07" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 514.56 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 31; THENCE ALONG SAID EAST-WEST CENTERLINE SOUTH 88°17'17" EAST 508.77 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL D (PIERCE COUNTY 0222312029):

THE NORTH 330 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THE NORTH 60 FEET THEREOF.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL E (PIERCE COUNTY 0222313055):

ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY LINE OF OLD STATE HIGHWAY NO. 14.

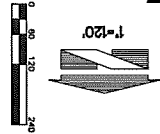
PARCEL "KOTELNICKI" (PIERCE COUNTY 0222313023):

PARCEL A: THE NORTH 300 FEET OF THE SOUTH 900 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON.
PARCEL B: A NON-EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS AS CREATED BY INSTRUMENT UNDER RECORDING NO. 2346365.

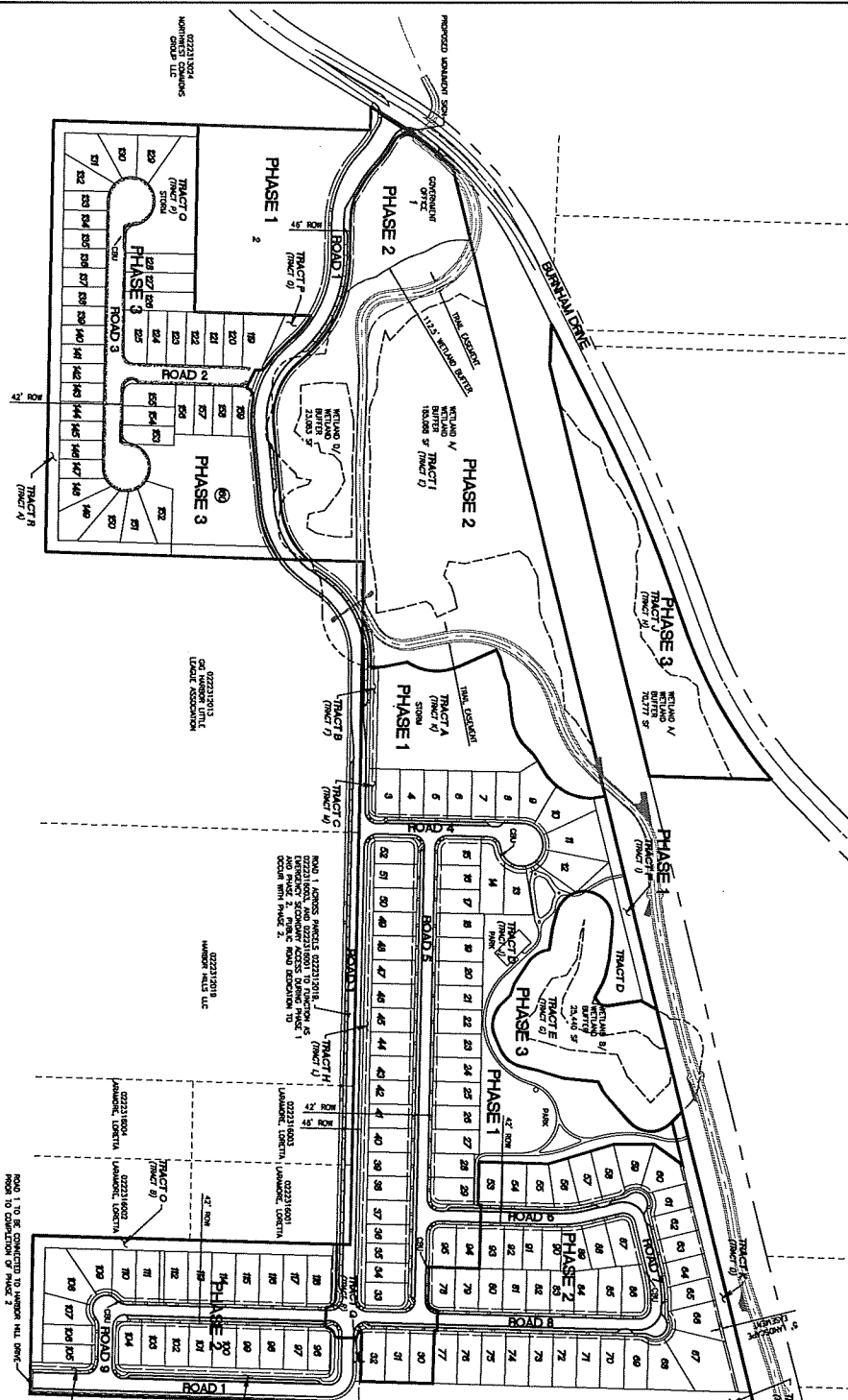
LOTS A AND B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200612075006 RECORDS OF PIERCE COUNTY WASHINGTON.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

Exhibit A to Amendment No. 1 to
McCormick Creek LLC
Development Agreement



MCCORMICK CREEK PRELIMINARY PLAT/PRD
A PORTION OF THE W 1/2 OF SECT. 28, TWP. 22 N., R. 2E. 2E. W. 4M
CITY OF GIGA HARBOR, PERCE COUNTY, WASHINGTON



ACCORDING ORDER DESIGN BY PHASE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTAL
ACRES	71.280	106.846	208.171	96.800	208.171	712.274
ROADS	184,000	208,171	208,171	208,171	208,171	1,016,694
RETAINAGE	0	208,171	208,171	208,171	208,171	832,684
NET DEVELOPABLE ACRES	0	86,800	86,800	86,800	86,800	347,200
PROPOSED LOTS	32	64	64	64	64	252
HOUSEY	4.00	4.10	4.10	4.10	4.10	16.40
QUALITY	4.00	4.10	4.10	4.10	4.10	16.40
INFRASTRUCTURE	ROAD 1, 2, 3 AND DRIVEWAY OF ROAD 5 CONSTRUCTION; CONSTRUCTION OF ROAD 1 AND 6, AND ROAD 7, 8 AND 9 ARE PROPOSED DURING PHASE 2.	ROAD 2 AND 3 CONSTRUCTION; STORM FACILITY CONSTRUCTION.	ROAD 4, 5 AND DRIVEWAY OF ROAD 8 CONSTRUCTION; CONSTRUCTION OF ROAD 1 AND 6, AND ROAD 7, 8 AND 9 ARE PROPOSED DURING PHASE 2.	ROAD 6 AND DRIVEWAY OF ROAD 9 CONSTRUCTION.	ROAD 9 AND DRIVEWAY OF ROAD 10 CONSTRUCTION.	ROAD 1 TO BE CONNECTED TO JAWAHER HILL DRIVE; ROAD 1 TO BE CONNECTED TO PHASE 2.
NOTES	THE CONSTRUCTION OF THE CHURNING TANK STAGNANT LOCATED IN COMMON OPEN SPACE WITHIN THE DRAINAGE PRODUCT IS PENDING OBTAINING THE PERMITS OF WASHINGTON STATE DEPARTMENT OF HEALTH AND LONG TERM CONSTRUCTION. THE CHURNING TANK STAGNANT LOCATED IN COMMON OPEN SPACE WITHIN THE DRAINAGE PRODUCT IS PENDING OBTAINING THE PERMITS OF WASHINGTON STATE DEPARTMENT OF HEALTH AND LONG TERM CONSTRUCTION. THE CHURNING TANK STAGNANT LOCATED IN COMMON OPEN SPACE WITHIN THE DRAINAGE PRODUCT IS PENDING OBTAINING THE PERMITS OF WASHINGTON STATE DEPARTMENT OF HEALTH AND LONG TERM CONSTRUCTION.					

TRACT	TRACT A	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G	TRACT H	TRACT I	TRACT J	TRACT K	TRACT L	TRACT M	TRACT N	TRACT O	TRACT P	TRACT Q	TRACT R	TRACT S	TRACT T	TRACT U	TRACT V	TRACT W	TRACT X	TRACT Y	TRACT Z
DESCRIPTION	TRACT A	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G	TRACT H	TRACT I	TRACT J	TRACT K	TRACT L	TRACT M	TRACT N	TRACT O	TRACT P	TRACT Q	TRACT R	TRACT S	TRACT T	TRACT U	TRACT V	TRACT W	TRACT X	TRACT Y	TRACT Z

STATISTICAL PROJECT BREAKDOWN

TRACT A: 32 LOTS, 4.00 ACRES, 184,000 SQ. FT. ROAD, 0 RETAINAGE, 4.00 HOUSEY, 4.00 QUALITY.

TRACT B: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT C: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT D: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT E: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT F: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT G: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT H: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT I: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT J: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT K: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT L: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT M: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT N: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT O: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT P: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT Q: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT R: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT S: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT T: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT U: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT V: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT W: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT X: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT Y: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

TRACT Z: 64 LOTS, 4.10 ACRES, 208,171 SQ. FT. ROAD, 208,171 RETAINAGE, 4.10 HOUSEY, 4.10 QUALITY.

Job Number
14830

Sheet
1

BARGHAUSEN
CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENNETH, WA 98032
(425) 251-8222
(425) 251-8782 FAX
CIVIL, ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

Designed MD
Drawn MD
Checked MD
Approved MD
Date 2/13/14

Scale:
Horizontal: 1"=120'
Vertical: N/A

For:
MCCORMICK CREEK LLC
P.O. BOX 1054
SUMNER, WA 98390
BRYAN STOWE (253) 606-8741

Revision
No. Date By Chd. Appr.

Exhibit B1
to Amendment No. 1 to McCormick
Creek LLC Development Agreement



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

Subject: First Reading - Amendment of GHMC 9.38 (Drug Paraphernalia)

Proposed Council Action: Consider on first reading amendment of GHMC 9.38 (Drug Paraphernalia) to allow sales of marijuana paraphernalia by state-licensed marijuana retailers.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: July 14, 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:

SB 7/11/14
RW 7/9/14
VIA EMAIL
SB 7/11/14
KBB

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 sale of drug paraphernalia *for reasons other than the use of marijuana*. Gig Harbor Municipal Code 9.38 does not allow for the sale of paraphernalia designed for the use of marijuana. Amending GHMC 9.38 to include a new section 9.38.015 will eliminate conflict with state law and allow for sales of marijuana drug paraphernalia by state-licensed marijuana retailers while keeping the prohibition in place for businesses and others without a state marijuana retailer license.

FISCAL CONSIDERATION

There is no fiscal impact to city in this action.

BOARD OR COMMITTEE RECOMMENDATION

This matter has been discussed and the amendment recommended by the Finance and Safety Committee.

RECOMMENDATION/MOTION

Consider ordinance on first reading.

ORDINANCE NO. 1298

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DRUG PARAPHERNALIA; ADDING A NEW SECTION 9.38.015 TO CHAPTER 9.38 (DRUG PARAPHERNALIA) OF THE GIG HARBOR MUNICIPAL CODE TO PROVIDE AN EXEMPTION FOR STATE-LICENSED MARIJUANA RETAILERS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2006 the City Council adopted 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 at chapter 69.50 RCW, including an amendment removing criminal provisions relating to drug paraphernalia for marijuana purposes, codified at RCW 69.50.4121; and

WHEREAS, to assist in implementation of Initiative 502, the Washington State Liquor Control Board adopted rules pertaining to licensing of marijuana producers, processors, and retailers, promulgated at chapter 314-55 of the Washington Administrative Code ("WAC"), including WAC 314-55-079(1) which provides that a marijuana retailer license allows a licensee to sell marijuana paraphernalia at retail in retail outlets to persons 21 years of age and older; and

WHEREAS, the City Council desires to amend chapter 9.38 of the Gig Harbor Municipal Code to allow sale of drug paraphernalia by state-licensed marijuana retailers for consistency with state law; Now, therefore,

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

Section 1. New Section 9.38.015 GHMC. A new section 9.38.015 is hereby added to Chapter 9.38--Drug Paraphernalia--of the Gig Harbor Municipal Code as follows:

9.38.015 Exemption.

The provisions of this chapter shall not apply to the sale of drug paraphernalia for the purpose of marijuana use by a marijuana retailer with a current marijuana retailer license issued by the Washington State Liquor Control Board at a state-approved retail outlet location.

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 14th day of July, 2014.

CITY OF GIG HARBOR

Mayor Pro Tem Steven Ekberg

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 07/08/14
PASSED BY THE CITY COUNCIL: 07/14/14
PUBLISHED: 07/16/14
EFFECTIVE DATE: 07/21/14
ORDINANCE NO: 1298



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading – Ordinance Amending Section 9.30.020 GHMC to Remove Duplicate Provision Relating to Unlawful Public Exposure and Updating Reference to Voyeurism Statute

Proposed Council Action: Consider Ordinance at First Reading.

Dept. Origin: Court
Prepared by: Stacy Colberg
For Agenda of: July 14, 2014
Exhibits: Proposed Ordinance
Initial & Date

Concurred by Mayor: *Brij 6/26/14*
Approved by City Administrator: *RW 6/25/14*
Approved as to form by City Atty: *via email 6/24/14*
Approved by Finance Director: *[Signature] 6/24/14*
Approved by Department Head: *[Signature] 6/24/14*

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

The City Council has adopted provisions from state law relating to sex crimes, prostitution and unlawful public exposure in Chapter 9.30 of the Gig Harbor Municipal Code. The state law provision relating to unlawful public exposure, RCW 9A.88.010, is incorporated by reference into the GHMC under 9.30.020. A separate crime of indecent exposure is also incorporated into GHMC 9.30.020(B), which duplicates the state law for this crime. It is proposed that the duplicate city ordinance GHMC 9.30.020(B) be repealed to avoid any argument about the enforceability of the state statute which the city adopts, as well as update the state law provision for voyeurism.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Consider Ordinance at First Reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CRIMES RELATING TO PUBLIC MORALS; AMENDING SECTION 9.30.020 OF THE GIG HARBOR MUNICIPAL CODE TO REMOVE DUPLICATE PROVISION RELATING TO UNLAWFUL PUBLIC EXPOSURE AND UPDATING REFERENCE TO VOYEURISM STATUTE; REPEALING SECTION 9.30.040 RELATING TO DUPLICATE PROVISION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City adopted state statutes relating to sex crimes, prostitution and unlawful public exposure in section 9.30.020 of the Gig Harbor Municipal Code; and

WHEREAS, GHMC 9.30.020(A) incorporates by reference RCW 9A.88.010, the state law provision relating to unlawful public exposure and GHMC 9.30.020(B) includes a separate crime of indecent exposure; and

WHEREAS, the City Council desires to delete the second, unnecessary provision relating to unlawful public exposure set forth in GHMC 9.30.020(B) and its corresponding exemptions set forth in GHMC 9.30.040, and to update the citation to the state law provision for voyeurism; Now, therefore,

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

Section 1. Section 9.30.020 - Amended. Section 9.30.020 of the Gig Harbor Municipal Code is amended as follows:

9.30.020 Sex crimes – Prostitution – Unlawful public exposure.

~~A=~~The following state statutes are adopted by reference:

RCW

9A.44.010 Definitions.

9A.44.020 Testimony – Evidence – Written motion – Admissibility.

9A.44.030 Defenses to prosecution under this chapter.

9A.44.096 Sexual misconduct with a minor in the second degree.

9A.44.115 Voyeurism

9A.88.010 Indecent exposure.

9A.88.030 Prostitution.

9A.88.050 Prostitution – Sex of parties immaterial – No defense.

9A.88.060 Promoting prostitution – Definitions.

9A.88.090 Permitting prostitution.

9A.88.110 Patronizing a prostitute.

9A.88.120 Additional fee assessments.

~~Section 1, Chapter 221, 1998 Laws Voyeurism~~

~~B. A person commits the crime of indecent exposure if he or she intentionally makes any open and obscene exposure of his or her person or the person of another knowing that such conduct is likely to cause reasonable affront or alarm. Indecent exposure is a misdemeanor, unless such person exposes himself/herself to a person under the age of 14 years, in which case the offense is a gross misdemeanor.~~

Section 2. Section 9.30.040 - Repealed. Section 9.30.040 of the Gig Harbor Municipal Code is hereby repealed in its entirety.

Section 3. 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 4. 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: _____



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading – Ordinance Amending Section 10.22.070 Bicycle Safety And Helmets to Increase the Penalty in Compliance with Legislative Mandates Regarding Traffic Infractions.

Proposed Council Action: Discuss Penalty Amount and bring back for Second Reading.

Dept. Origin: Court
Prepared by: Stacy Colberg
For Agenda of: July 14, 2014
Exhibits: Proposed Ordinance
Initial & Date

Concurred by Mayor: *BC 6/24/14*
Approved by City Administrator: *RW 6/25/14*
Approved as to form by City Atty: *via email 6/24/14*
Approved by Finance Director: *OR 6/24/14*
Approved by Department Head: *sc 6/24/14*

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

The City Council adopted bicycle safety and helmet regulations in Chapter 10.22 of the Gig Harbor Municipal Code in 1996. Violations of this chapter are considered a traffic infraction, consistent with RCW 46.61.750.

RCW 46.63.110 requires that the penalty for traffic infractions include the base penalty, as established by the Supreme Court (IRLJ 6.2), plus the statutory assessments. The base penalty for bicycle infractions is \$32. Statutory assessments currently total \$71. Thus, the total penalty must be no less than \$103 to meet the minimum requirements of the law.

It is proposed that the penalty under this Chapter be amended to \$124.00 which is in line with other rules of the road traffic infractions. This amount covers the base penalty, plus mandatory assessments, and leaves room for the court to mitigate in some cases.

The following are included for your reference:

RCW 46.63.110 MONETARY PENALTIES.

(1) A person found to have committed a traffic infraction shall be assessed a monetary penalty. No penalty may exceed two hundred and fifty dollars for each offense unless authorized by this chapter or title.

(3) The Supreme Court shall prescribe by rule a schedule of monetary penalties for designated traffic infractions. This rule shall also specify the conditions under which local courts may exercise discretion

in assessing fines and penalties for traffic infractions. The legislature respectfully requests the Supreme Court to adjust this schedule every two years for inflation.

(7) In addition to any other penalties imposed under this section and not subject to the limitation of subsection (1) of this section, a person found to have committed a traffic infraction shall be assessed:

(a) A fee of five dollars per infraction. Under no circumstances shall this fee be reduced or waived. Revenue from this fee shall be forwarded to the state treasurer for deposit in the emergency medical services and trauma care system trust account under RCW 70.168.040;

(b) A fee of ten dollars per infraction. Under no circumstances shall this fee be reduced or waived. Revenue from this fee shall be forwarded to the state treasurer for deposit in the Washington auto theft prevention authority account; and

(c) A fee of two dollars per infraction. Revenue from this fee shall be forwarded to the state treasurer for deposit in the traumatic brain injury account established in RCW 74.31.060.

(8)(a) In addition to any other penalties imposed under this section and not subject to the limitation of subsection (1) of this section, a person found to have committed a traffic infraction other than of RCW 46.61.527 or 46.61.212 shall be assessed an additional penalty of twenty dollars. The court may not reduce, waive, or suspend the additional penalty unless the court finds the offender to be indigent. If a court authorized community restitution program for offenders is available in the jurisdiction, the court shall allow offenders to offset all or a part of the penalty due under this subsection (8) by participation in the court authorized community restitution program.

IRLJ 6.2 MONETARY PENALTY SCHEDULE FOR INFRACTIONS.

(a) Effect of Schedule. The penalty for any infraction listed in this rule may not be changed by local court rule. The court may impose on a defendant a lesser penalty in an individual case. Provided that, whenever the base penalty plus statutory assessments results in a total payment that is not an even dollar amount, the base penalty is deemed to be amended to a higher amount which produces the next greatest even dollar total.

(d) Penalty Schedule. The following infractions shall have the penalty listed, not including statutory assessments.

Bicycles	Any infraction regarding bicycles	\$32
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FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Discuss penalty amount and bring back for Second Reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BICYCLE SAFETY AND HELMETS; AMENDING SECTION 10.22.070 OF THE GIG HARBOR MUNICIPAL CODE TO INCREASE THE PENALTY IN COMPLIANCE WITH STATE LAW REGARDING TRAFFIC INFRACTIONS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City adopted Bicycle Safety and Helmets under Chapter 10.22 of the Gig Harbor Municipal Code; and

WHEREAS, Chapter 10.22 of the Gig Harbor Municipal Court establishes bicycle safety requirements within the city limits, punishable as a traffic infraction GHMC 10.22.070; and

WHEREAS, the City Council desires to increase the penalty to incorporate the mandatory statutory requirements on all traffic infractions; Now, therefore,

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

Section 1. Section 10.22.070 - Amended. Section 10.22.070 of the Gig Harbor Municipal Code is amended as follows:

10.22.070 Penalties – Traffic infraction.

A. Any person violating any of the provisions of this chapter shall have committed a traffic infraction and shall be liable for monetary penalties not to exceed ~~\$25.00~~ \$124.00.

B. The court may waive, reduce, or suspend the penalty and clear the citation as a warning for a person who has not been cited under this chapter within one year, and provides proof that he or she has acquired an approved bicycle helmet at the time of appearance in court.

C. A guardian may be cited for a separate violation of this chapter for each child under 16 years of age riding on or in tow of a bicycle not wearing an approved helmet.

D. Each rental and each event under subsection A of this section shall be a separate violation.

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: _____



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

Subject: Parks Commission Work Program

Dept. Origin: Public Works

Proposed Council Action: Accept the Parks Commission Work Program as proposed.

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: July 14, 2014

Exhibits: None

Initial &
Date

Concurred by Mayor:

SE 7/1/14

Approved by City Administrator:

RW 7/9/14

Approved as to form by City Atty:

VIA EMAIL 6/30/14

Approved by Finance Director:

DP 7/1/14

Approved by Department Head:

ADD 7/1/14

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

At the May 19 joint work study session Council approved a process for generating an annual Parks Commission Work Program. The intent of this work program is to establish priorities and a review sequence to complete parks-related tasks that are desired by the public, Parks Commission, and Council.

BOARD OR COMMITTEE RECOMMENDATION

The initial list of work program items was developed and prioritized at the June 4 Parks Commission meeting. The Public Works Committee subsequently reviewed and updated the work program items at their June 19 meeting. The resulting proposed work program is outlined below. The Council can either accept the proposed work program or modify the program items as necessary.

Parks Commission Work Program Items

Work Program Item	Item Description	Public Works Committee Priority
Visioning at Crescent Creek Park	Prepare and complete a visioning process that includes public input to develop a master plan for the park properties encompassing Crescent Creek Park.	1
Visioning of the Old Burnham Drive Properties	Prepare and complete a visioning process that includes public input to develop a master plan for the park properties encompassing the Old Burnham Drive area.	2

Private Use and Structures in Public Parks	The Council has requested the Parks Commission move forward with completing the originally proposed policy.	3
Field Reservations (including KLM Park)	Consider fully implementing the initial pilot program for reserving the baseball field at Crescent Crk Park and review expanding to KLM Park.	4
Helmet Requirements in Any Public Land	The Parks Commission would like to review current helmet requirements and possibly expand to all wheeled equipment on public land.	5
Harbor Hill Park Temporary Trails	No action. Move forward without further planning effort as discussed at the May 19 joint work study session.	N/A*

FISCAL CONSIDERATION

N/A

RECOMMENDATION/MOTION

Accept the Parks Commission Work Program as proposed.



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

Subject: Public Hearing on Ordinance No. _____ – Amendments to Marijuana Related Uses – GHMC 17.63

Proposed Council Action: Hold a Public Hearing and consider testimony on the proposed amendments to GHMC 17.63 "Marijuana Related Uses".

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, AICP LS

For Agenda of: July 14, 2014

Exhibit: Draft Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

SE 7/10
RW 7/9
Via email 7/9
N/A
JK 7/9/14

Expenditure Required	Amount Budgeted	Appropriation Required	\$ 0

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.

Between January and April 2014, staff was 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 directed staff to prepare amendments to the municipal code to address concerns around a lack of protection from 'non-traditional' school sites in addition to the repeal of medical marijuana uses within city limits.

A public hearing on Ordinance No 1290 was held on June 9, 2014 specific to the adopted moratorium.

On June 23, 2014 City Council directed staff to expand the scope of pending amendments identified in Ordinance No. 1290 to address additional concerns relating to privately operated for-profit youth recreational centers, amending the parks definition for inclusion of parks along the City's trail system, amend the definition of perimeter to address exterior parcels lines regarding site development that includes binding site plans and condominiums, in addition, confirm that private schools are included in the definition of primary and secondary schools.

The attached Ordinance is drafted to address the items identified in the moratorium as well as the additional City Council direction provided on June 23, 2014.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Hold a Public Hearing and consider testimony on the proposed amendments to GHMC 17.63 "Marijuana Related Uses".

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING FOR MARIJUANA RELATED USES; AMENDING CHAPTER 17.63 GHMC--MARIJUANA RELATED USES-- TO REVISE DEFINITIONS TO ADDRESS INCONSISTENCIES WITH THE INTENT OF INITIATIVE 502, TO ADD THE DEFINITION OF "MARIJUANA CONCENTRATES," AND TO PROHIBIT MEDICAL CANNABIS COLLECTIVE GARDENS; TERMINATING THE MORATORIUM ESTABLISHED UNDER ORDINANCE NO. 1290; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative 502 was passed by the voters of the State of Washington in November 2012, providing a framework under which marijuana producers, processors, and retailers can become licensed by the State of Washington; and

WHEREAS, in response and after a public hearing the Gig Harbor City Council approved Ordinance No. 1271 on September 23, 2013, adopting permanent regulations relating to marijuana uses; and

WHEREAS, the Gig Harbor City Council, after a public hearing and consideration of testimony given, adopted Ordinance No. 1285 establishing of a twelve month interim regulation for a 2,500 foot separation requirement between Marijuana Retail Uses; and

WHEREAS, the Gig Harbor City Council adopted Ordinance No. 1290 establishing a six month emergency moratorium on all marijuana uses on April 14, 2014 and a work program to address concerns regarding 'non-traditional school sites' within 1,000 feet of proposed retail locations as well as prohibition of medical marijuana uses within city limits, for which the City Council held a public hearing on June 9, 2014 in accordance with RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, on January 16, 2014, the Washington State Attorney General opined that I-502 does not preempt local authority to regulate marijuana businesses beyond the minimum requirements of state law; 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 Gig Harbor City Council directed staff to amend the definitions of "Elementary School", "Secondary School", "Perimeter", "Public Park", and "Recreation Center or Facility" to establish clarification consistent with the intent of Initiative 502; and

WHEREAS, this year the Washington State legislature added a definition for “marijuana concentrates” and revised other definitions to address the change, and the City Council desires to amend the definitions in GHMC 17.63.020 for consistency with state law; and

WHEREAS, the Gig Harbor City Council held a public hearing on July 14, 2014, to take public testimony relating to this ordinance; and

WHEREAS, the City Council deems it to be in the public interest to amend the permanent regulations to protect the health, safety and welfare of citizens of the City; and

WHEREAS, nothing in this Ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

Section 1. Purpose. Chapter 17.63 is hereby amended in the Gig Harbor Municipal Code, which shall read as follows:

Chapter 17.63
MARIJUANA RELATED USES

17.63.010	Purpose and Intent
17.63.020	Definitions
<u>17.63.025</u>	<u>Medical Marijuana Uses - Prohibited</u>
17.63.030	Marijuana Related Uses

17.63.010 Purpose and Intent.

The purpose and intent of requiring standards for Marijuana related uses and facilities is to mitigate the adverse secondary effects caused by such facilities and to maintain compatibility with other land uses and services permitted within the City. In addition, these provisions are intended to acknowledge the authority for ~~collective gardens set forth in RCW 69.51A.085~~ and enactment by Washington voters of Initiative 502 and state licensing procedure to permit, but only to the extent required by state law, ~~collective gardens~~, marijuana producers, marijuana processors, and marijuana retailers to operate in designated zones of the city.

17.63.020 Definitions.

All definitions used in this chapter apply to this chapter only and, except as otherwise revised below, shall have the meanings established pursuant to RCW 69.50.101 and WAC 314-55-010, as the same exist now or as they may later be amended. Select definitions have been included below for ease of reference.

“Child care center” means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington state department of early learning under chapter 170-295 WAC. ~~WAC 314-55-010 (4)~~

“Collective Garden” means any place, area, or garden where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as ~~set forth~~ described in chapter 69.51A RCW and subject to the limitations ~~therein in state law.~~

“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).~~ This includes non-traditional school sites that provide educational services to state funded students.

“Game arcade” means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted. ~~WAC 314-55-010 (7).~~ In addition a “game arcade” includes a secondary use within entertainment venues open to persons under the age of 21.

“Library” means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation. WAC 314-55-010 (8)

“Marijuana” means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than zero point three percent (.3%) on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plants, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant which is incapable of germination.

“Marijuana concentrates” means products consisting wholly or in part of the resin extracted from any part of the plant Cannabis and having a THC concentration greater than sixty percent.

“Marijuana infused products” means products that contain marijuana or marijuana extracts and are intended for human use, and have a THC concentration greater than zero point three percent (0.3%) and no greater than sixty percent (60%). The term “marijuana infused products” does not include usable either marijuana or marijuana concentrates.

“Marijuana related use” means any use where a marijuana producer, marijuana processor, marijuana retailer, ~~and collective garden~~ are established or proposed.

“Marijuana processor” means a person licensed by the State Liquor Control Board to process marijuana into usable marijuana ~~and~~ marijuana infused products, and marijuana concentrates, package and label usable marijuana ~~and~~ marijuana infused products, and marijuana concentrates for sale in retail outlets, and sell usable marijuana ~~and~~ marijuana infused products, and marijuana concentrates at wholesale to marijuana retailers.

"Marijuana producer" means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

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

"Perimeter" means a property line that encloses an area, or is the outer perimeter of a recorded condominium or binding site plan. ~~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, including parks along trail systems, such as trailhead parks. Public park does not include trails. ~~WAC 314-55-010(17).~~

"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers. WAC 314-55-010 (18)

"Recreational center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a ~~charitable~~ nonprofit organization, for profit organization, city, county, state, or federal government. ~~WAC 314-55-010(19).~~

"Secondary school" means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington state superintendent of public instruction. ~~WAC 314-55-010 (21).~~ This includes non-traditional school sites that provide educational services to state funded students.

"Useable marijuana" means dried marijuana flowers. The term "usable marijuana" does not include either marijuana infused products or marijuana concentrates.

17.63.025 Medical Marijuana Uses - Prohibited.

Medical marijuana (cannabis) collective garden uses are prohibited, consistent with the holding by the Washington State Court of Appeals, Division I, in *Cannabis Action Coalition v. City of Kent*, issued March 31, 2014.

17.63.030 Marijuana Related Uses.

A. The production, processing and retailing of marijuana is and remains illegal under federal law. Nothing herein or as provided elsewhere in the ordinances of the City of Gig Harbor is an authorization to circumvent federal law or to provide permission to any person or entity to violate federal law. ~~In addition~~

~~to collective gardens, e~~Only Washington State licensed marijuana producers, marijuana processors, and marijuana retailers may locate in the City of Gig Harbor and then only pursuant to a license issued by the State of Washington.

B. Permits Required

1. Major site plan review as described in Chapter 17.96 GHMC.
2. Development regulations and performance standards shall conform to the requirements of the applicable land use zone.
3. Parking standards, as defined in GHMC 17.72.030 apply as followed:

a) ~~Collective gardens, m~~Marijuana producers and marijuana processors shall calculate parking per the standards under Industrial Level 2.

b) Marijuana retailers shall calculate parking per the standards under Sales Level 1.

~~C. Collective gardens may locate only in the Employment District (ED) zoning district and are subject to the following conditions:~~

~~1. A collective garden must be in a permanent structure designed to comply with the City Building Code and constructed under a building permit from the City regardless of the size or configuration of the structure.~~

~~2. Outdoor collective gardens are prohibited.~~

~~3. No production, processing, or delivery of cannabis may be visible to the public.~~

~~4. A collective garden must meet all requirements under RCW 69.51A.085, including but not limited to limitations on the number of members, number of plants, amount of useable cannabis on site, maintenance of each member's valid documentation of qualifying patient status.~~

~~5. A location utilized solely for the purpose of distributing cannabis shall not be considered a collective garden.~~

~~6. A collective garden must meet the separation provisions set forth in GHMC 17.63.030G.~~

DC. Marijuana producers may be located only in the Employment District (ED) zone of the city. Such facilities and uses may be located only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC.

ED. Marijuana processors may locate only in the Employment District (ED) zone of the city, but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC.

FE. Marijuana retailers may locate only in the following zones but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC:

1. Commercial District (C-1);
2. General Business District (B-2) and;
3. Employment District (ED) only if subordinate to the principal tenant use of Marijuana producer or marijuana processor, and occupy no more than 25 percent of the gross floor area of the principal tenant use.

GF. No marijuana processor, marijuana producer, or marijuana retailer ~~or collective garden~~ shall locate within 1000 feet, measured from the perimeter,

in the manner set forth in WAC 314-55-050(10), from any of the existing uses as defined in GHMC 17.63.020:

1. Elementary or secondary school;
2. Playground;
3. Recreation center or facility;
4. Childcare center;
5. Public park;
6. Public transit center;
7. Library; or
8. Game arcade.

H. In addition to any other applicable remedy and/or penalty, any violation of this section is declared to be a public nuisance per se, and may be abated by the city attorney under the applicable provisions of this code or state law, including but not limited to the provisions of Chapter 1.16 GHMC, Chapter 8.10 GHMC, Chapter 17.07 GHMC, and Chapter 19.16.

Section 2. Findings. The City Council adopts the recitals set forth above in support of the amendments set forth above. In addition, the Gig Harbor City Council makes the following findings:

A. The definitions adopted by the State Liquor Control Board regarding “Elementary School”, “Secondary School”, “Perimeter”, “Public Park”, and “Recreation Center or Facility” require amendment in order to protect the general health, safety and welfare of the public, consistent with the intent of Initiative 502.

B. The City has a grant of constitutional authority to enact legislation regulating land uses within its jurisdiction so long as such local legislation is consistent with the general laws (Constitution Article XI, Section 11).

C. Nothing in Initiative 502 decriminalizing certain possession, use and delivery of specified amounts of marijuana and authorizing the Washington State Liquor Control Board to develop and implement regulations for the licensing of marijuana production, processing and retailing expressly or impliedly preempts the City of Gig Harbor from exercising its land use regulatory authority and amending definitions set forth in the Washington Administrative Code to meet the general health, safety and welfare needs of the City.

D. Initiative 502 and chapter 69.51A RCW do not *require* that any city allow the location of marijuana production, processing or retailing facility, or collective garden, within its jurisdiction. The City retains jurisdiction under the state constitution and state law to adopt and enforce land use regulations intended to preserve and promote the general health, safety and welfare of its community.

Section 3. Transmittal to Department. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

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

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

Section 7. Interim Regulations. This Ordinance shall not repeal the interim regulations established in Ordinance No. 1285. The Code Reviser is requested to include a reference note in GHMC 17.63.030(F) to this effect.

Section 8. Termination of Moratorium. The moratorium established under Ordinance No. 1290 is hereby terminated.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 28th day of July, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

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



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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

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

June 18, 2014

The Honorable Jill Guernsey
Mayor of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

*6/22/14
Great job
Jill
Darrell*

Dear Mayor Guernsey:

Congratulations! The Gig Harbor Wastewater Treatment Plant is receiving the 2013 “Wastewater Treatment Plant Outstanding Performance” award. Of approximately 300 wastewater treatment plants statewide, yours is one of 125 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2013.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. The Washington State Department of Ecology (Ecology) appreciates the extraordinary level of effort your plant operators demonstrated throughout 2013. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington’s waters. This is the eighth consecutive year the Gig Harbor Wastewater Treatment Plant received this award. Your excellent record is a credit to the dedicated operators who are responsible for operating this award-winning plant.

Ecology will issue a news release recognizing the 2013 award recipients including the Gig Harbor Wastewater Treatment Plant.

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

Thank you for the excellent service you provide. Congratulations!

Sincerely,

Heather R. Bartlett
Water Quality Program Manager

cc: Darrell Winans, WWTP Supervisor
Steve Misiurak, City Engineer





awcnet.org

June 2014

Mary Ann McCool
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mary Ann,

Congratulations on earning the 2014 AWC Employee Benefit Trust WellCity Award! City of Gig Harbor is one of 96 cities and quasi-municipal entities that have earned the Trust's WellCity Award. You'll also receive a 2% premium discount for your medical premiums in 2015.

Award materials

Your WellCity Award plaque, WellCity road sign, window clings, and wellness committee certificates are attached. Your Award plaque has plenty of space for upcoming years, in anticipation of your continuing health promotion efforts! Remember to reapply each year to maintain your WellCity status and 2% discount.

WellCity recognition

Be sure to read the May/June issue of *Cityvision* magazine and look for the ad celebrating 2014 WellCities – it's right on the back cover. A banner showcasing WellCities was displayed at the AWC Annual Conference, and will be displayed at Member Programs Expo and Healthy Worksite Summit. The Annual Conference Awards Breakfast features a WellCity video and slideshow.

The enclosed 2014 WellCity brochures feature those that earned the Award. We've included some extras for you to share with your council and wellness committee, or to display in your lobby. You can access the WellCity press release template on our website in the Trusts member's only Wellness/WellCity Awards section.

It takes commitment

Employers play a vital role in building a workplace that supports healthy behaviors. Earning the WellCity Award takes a commitment by your elected officials, management and staff. The comprehensive requirements reflect a broad-based strategy supporting employee health and productivity resulting in reduced health care costs.

Thank you for your commitment to employee health and the leadership you have shown among Washington cities and towns and across the nation. Your wellness program is a model for others to emulate.

If you need additional certificates, window clings or brochures, contact Laura Langston at laural@awcnet.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike McCarty".

Mike McCarty
Chief Executive Officer

cc: Jill Guernsey, Mayor
Denny Richards, City Administrator

Informal Petition for Improved Safety on Vernhardson Street

Danger Zone: Vernhardson Street between Crescent Valley Drive and North Harborview Drive

Statistic:

Relationship of Vehicle Speed to Odds of Pedestrian Death in Collision

<i>Vehicle Speed</i>	<i>Odds of Pedestrian Death, Source 1</i>	<i>Odds of Pedestrian Death, Source 2</i>
<i>20 mph</i>	<i>5%</i>	<i>5%</i>
<i>30 mph</i>	<i>45%</i>	<i>37%</i>
<i>40 mph</i>	<i>85%</i>	<i>83%</i>

[Source 1: *Killing Speed and Saving Lives*, UK Dept. of Transportation, London, England. See also Limpert, Rudolph. *Motor Vehicle Accident Reconstruction and Cause Analysis*. Fourth Edition. Charlottesville, VA. The Michie Company, 1994, p. 663.]

[Source 2: *Vehicle Speeds and the Incidence of Fatal Pedestrian Collisions* prepared by the Australian Federal Office of Road Safety, Report CR 146, October 1994, by McLean AJ, Anderson RW, Farmer MJB, Lee BH, Brooks CG.]

The problems:

- Excess vehicle speed, consistently 30-35 mph and often 40+ mph (see pedestrian fatality statistic above)
- Sidewalk only on north side of street, so vehicles are coming at pedestrians' backs
- No buffer between pedestrians on sidewalk and motorists on street
- No pedestrian escape route crossing the estuary
- Inadequate signage (i.e. speed zone ahead, watch for pedestrians, reduced speed, entering City limits, park/school ahead). The single speed limit sign at the top of the hill is not enough and is overlooked
- Minimal to no police patrol
- No marked crosswalk to Randall
- Through access to Peacock encourages drivers to speed up the hill rather than slow for turn onto North Harborview
- Digital driver feedback sign prompts drivers to slow down at 35 mph, and doesn't have a 25 mph speed limit sign above it, communicating that anything under 35 mph is okay
- Park, playfields, play structure, preschool, church, side streets, blind driveways
- High pedestrian usage, especially families with young children
- Residential homes with yards that front on the street, where small children play
- Straight shot from hilltop to hilltop; is not maintained as other streets through the downtown corridor (overgrown, painted lines worn off, no hanging flower pots or banners, does not feel like quaint Gig Harbor); used as a drag strip for many, others travel at or near freeway speeds

Possible solutions, many of which have already been requested:

- Reprogram of digital feedback sign to prompt slowdown sooner (before 35 mph)
- Display 25 mph speed limit sign on post above digital feedback sign
- 3 way stop at Crescent Valley/Vernhardson, North Harborview/Vernhardson and/or Randall/Vernhardson
- Roundabout at Randall/park entrance with lit marked crosswalks
- Addition of a sidewalk on south side of street

- Speed bumps near the dip
- widening of the sidewalk
- buffer between sidewalk and street
- routing sidewalk away from the road across estuary, making it a separate crossing
- Blocking through access to Peacock to eliminate westbound speeders up the hill
- Improved painted lines and additional signage
- Marked and lit crosswalks
- Speed camera
- Increased police patrol
- Decoy police car parked at the dip

Due to conditions and driving patterns of motorists, Vernhardson Street is not safe for pedestrians or motorists; therefore, we are prompting swift changes that address public safety along this stretch.

Please contact Nicole Hicks at 253-222-4444 for clarification and future correspondence. Thank you.

Aware and concerned,
 Citizens of the Vernhardson Neighborhood
 Crescent Creek Park Patrons

	Printed Name	Signed Name	Address	Phone Number
1/8/14	Nicole Hicks	Nicole Hicks	9613 Vernhardson PL	253 222 4444
1/8/14	Linda Long	Linda Long	3507 Vernhardson	(253) 241-2116
1/8/14	JON PHILLIPS	J Phillips	9619 VERNHARDSON PL	253-858-4080
1/8/14	Matt Hicks	Matt Hicks	9613 Vernhardson pl.	253-632-2449
1/8/14	Craig Daniel	Craig Daniel	9508 Crescent Cove pl	253-381-0173
1/9/14	Nathan Yeager	Nathan Yeager	3321 Vernhardson St	253-651-0545
1/9/14	Betsy Yeager	Betsy Yeager	3321 Vernhardson St	206-643-8292

Informal Petition for Improved Safety on Vernhardson Street

Printed Name

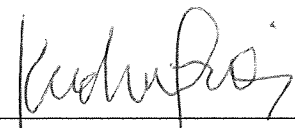



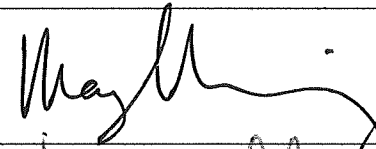
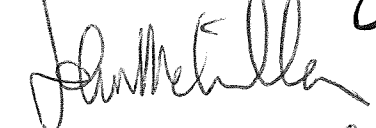


Signed Name

Address

Phone Number

7/9/14	8 Sherric Borsell	Sherric Borsell	960A Jacobsen Lane	(253) 858-4032
7/9/14	9 Linda Randall	Linda Randall	9717 Vernhardson Place	(253) 209-9923
7/10/14	10 Mark Borsell	Mark Borsell	9608 Jacobsen Ln.	(206) 550.7557
7/10/14	11 Laura K. Gabbow	Laura Gabbow	3403 Vernhardson	253 381-7419
7/10/14	12 Jean Jackson	Jean Jackson	3419 Vernhardson St.	253- 495-8760
7/11/14	13 John Parker	John Parker	9701 Ridgeview Dr G.H. 98332	602- 743-0170
7/11/14	14 Melinda Satterthwaite	M. Satterthwaite	9607-96th St NW Gig Harbor, WA 98332	253 851 9608
7/11/14	15 Adrienne Allen	Adrienne Allen	9513 Crescent Cove Pl. Gig Harbor, WA 98332	(253) 254-4306
7/11/14	16 Walter Allen	Walter Allen	9513 Crescent Cove Pl. Gig Harbor, WA 98332	(253) 254-4234
7/11/14	17 Walter Allen	Walter Allen	5015 Benning St NW Gig Harbor, WA 98332	(253)-432- 0881
7/11/14	18 Hitomi Allen	Hitomi Allen	5015 Benning St. NW Gig Harbor, WA 98332	253-432-0880
7/11/14	19 David T. Higby	David T. Higby	9527 Crescent Cove Pl Gig Harbor, WA 98332	(509) 947-9601
7/11/14	20 Sheila Higby	Sheila Higby	9527 Crescent Cove Gig Harbor, WA 98332	509 947-9608
7/11/14	21 DAVE COLE	Dave Cole	9520 N. Harbor View Rd. Gig Harbor, wa. 98332	253-405-3296

Informal Petition for Improved Safety on Vernhardson Street

Printed Name	Signed Name	Address	Phone Number
7/12/14 Kendra Fournier		3415 Vernhardson St	206 660 5554
7/12/14 Charles P. Meacham		9502 Wheeler Ave Gig Harbor WA 98332	253 858-9388
7/12/14 KENNETH + KAREN SAYERS		9709 JACOBSEN W GIG HARBOR, WA	253-304-4515
7/12/14 Hannah Lazicki		3315A Vernhardson St. Gig Harbor, WA 98332	(719)464-5267
7/12/14 John McMillan & Mary Manning		9816 Jacobsen Lane GH 98332	858-1985
7/12/14 ↖ ↗		↗	
7/14/14 Grace Malley		3425 Vernhardson GH 98332 ST	857-3425
7/14/14 James Bryon		3425 Vernhardson St GH 98332	851-8629
7/13/14 Heather Smith Ryan Smith	Heather Smith Ryan Smith (submitted electronically)	9612 Harmony Lane, Gig Harbor, WA 98332	206-788-7070 206-200-2752

Bob and Anne Roberts
3305 Emerald Lane
Gig Harbor, WA
98335

June 25, 2014

The City of Gig Harbor
Attention: Mayor Jill Guernsey
3510 Grandview Street
Gig Harbor, WA
98335

Dear Madam Mayor,

We would like to bring this to your attention.

Again a display of egregious hate hiding behind freedom of speech. For the third time in the last several years, individuals on the sidewalk nearest the post office were prominently displaying images of our president Barack Obama with a "Hitler mustache". Plus, "get rid of our politicians" which for many elicited a thumbs up (I thought in our democracy that was what elections are for!). Who are these people and who pays them? Are they a couple begging for a confrontation?

We had words... For our family and many others (military families) this stirs up sad and tragic memories of innocent deaths and the holocaust. To compare Obama to Hitler is despicable. Unfortunately its not possible to legislate against hate and prejudice, perhaps that is the job of the clergy.

It is our job as citizens to be mindful of the consequences if one does not speak out against hate, it may be condoning the behavior. We are asking the city of Gig Harbor to use their bully pulpit and issue a public statement with the effect that this fine city abhors these hateful public demonstrations.

Respectfully,

Bob and Anne Roberts