

City Council Meeting

**April 13, 2015
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
April 13, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes March 23, 2015.
2. Correspondence / Proclamations: a) Parks Appreciation Day; b) Parkinson's Awareness Month
3. Receive and File: a) Boards and Candidate Review Minutes March 16, 2015; b) Joint City Council / Planning Commission Worksession Minutes March 16, 2015; c) Gig Harbor Arts Commission Minutes March 10, 2015; d) Intergovernmental Affairs Minutes March 23, 2015; e) Finance Quarterly Report.
4. Liquor License Action: a) Special Occasion – Performance Circle; b) Special Occasion – Kiwanis at Uptown.
5. Ballot to Elect Nancy Henderson to Pierce Transit Board of Directors.
6. Appointment to Gig Harbor Arts Commission.
7. Appointments to Gig Harbor Parks Commission.
8. Summer Sounds Entertainment Contracts.
9. Resolution No. 988 – City Surplus Equipment
10. Twawelkax Trail Easement – Rosedale Village, LLC.
11. Utility Easement – Peninsula Light Co., Century Link Inc., Comcast Cable.
12. Pioneer Way Sewer Replacement Grandview to Kimball – Consultant Services Contract/Contour Engineering.
13. Approval of Payment of Bills: Checks #77940 through #78116 in the amount of \$1,822,037.04. Total includes ACH payments of \$405,859.71
14. Approval of Payroll for the month of March: Checks #7483 through #7495 and direct deposits in the amount of \$367,816.20.

PRESENTATIONS:

1. National Volunteers Week – Recognition of Volunteer Groups.
2. Recognition of Service on Parks Commission – Nick Tarabochia.
3. Parks Appreciation Day Proclamation – Sarah McDaniel, GH Parks Commission.
4. Parkinson's Awareness Month Proclamation – Forest Lane

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Community Solar Program.
2. Public Hearing and First Reading of Ordinance – Restaurants 2 & 3 in Waterfront Millville.

OLD BUSINESS: None Scheduled.

CITY ADMINISTRATOR / STAFF REPORT:

1. Dragon Boat Races – Shawna Wise, Assistant City Clerk.
2. Well City Award – Ron Williams, City Administrator

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(i).

ADJOURN:



















**DRAFT MINUTES
GIG HARBOR CITY COUNCIL
March 23, 2015 – Council Chambers**

CALL TO ORDER / ROLL CALL:

Mayor - Jill Guernsey: Present
Council Member - Timothy Payne: Present
Council Member - Steven Ekberg: Absent
Council Member - Casey Arbenz: Present
Council Member - Rahna Lovrovich: Present
Council Member - Ken Malich: Present
Council Member - Michael Perrow: Present
Council Member - Paul Kadzik: Present

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes March 9, 2015.  
2. Liquor License Action: a) Discontinued: The British Connection;   b) Special Occasion – Gig Harbor Kiwanis Foundation;   c) Liquor License Renewals: Morso, St. Anthony’s Hospital, Gig Harbor Yacht Club, The Green Turtle, Happy at the Bay Teriyaki, Harbor Green, Gig Harbor Farmers Market, and Maritime Inn.  
3. Naming of Streets in Peacock Meadows Final Plat – Baseline Engineering.  
4. East Tank Mechanical and Structural Retrofit Project – Contract Amendment No. 2 – HDR Engineers / Materials Testing Services Contract – Construction Testing Laboratories.  
5. Gig Harbor Arts Commission – 2015 Work Plan.  
6. Wastewater Treatment Plant Lift Station 3-A Odor Covers - Small Public Works Contract.  
7. Eddon Boat Deck - Amendment to Consultant Services Contract.  
8. Approval of Payment of Bills Mar. 23, 2015: Checks #77826 through #77939 in the amount of \$681,567.95.

Councilmember Perrow announced that he would abstain from voting due to a conflict.



MOTION: Move to adopt the Consent Agenda as presented.
Malich / Lovrovich – five voted yes. Councilmember Perrow abstained.

PRESENTATIONS:



1. [US Army Bronze Star Medal](#) - Brigadier General Jerrard presented the Bronze Star to local citizen Paul Evans for his service in the Viet Nam War.

2. [Pierce Transit Update](#). Nancy Henderson, Pierce County Commissioner, presented an overview of the past year with Pierce Transit.



NEW BUSINESS:

1. [Public Works Shop and Wastewater Treatment Plant Fence Repair](#).   Planning Director Jeff Langhelm presented this contract to repair fence that was damaged in the January tornado.

MOTION: Authorize the Mayor to execute a Small Public Works Contract with Summit Fence Company, LLC, in the amount of \$7,502.78 for Public Works Shop and Wastewater Treatment Plant.
Payne/ Arbenz - unanimously approved.

2. [Gig Harbor Downtown Waterfront Alliance 2015 Contract](#).   Ron Williams introduced Pat Schmidt, President of Downtown Waterfront Alliance. Ms. Schmidt presented an overview of the 2015 goals and upcoming events. The Gig Harbor Farmers Market is coming in June with Kathleen Rose as the market manager. Ron Williams noted that the \$20,000 is intended to be a one-time stimulus.

MOTION: Approve and authorize the Mayor to execute the agreement between the City and the Gig Harbor Downtown Waterfront Alliance Agreement for 2015.
Kadzik / Arbenz – five voted in favor. Councilmember Lovrovich abstained as she serves on the Board of the GHDWA.

3. [Cushman Trail Phase 3](#) – Change Order No. 1.   City Engineer Steven Misiurak presented the background information for this change order to correct a quantity calculation error. Mr. Misiurak introduced Chief Engineer Al Tebaldi with David Evans & Associates.

[Mr. Tebaldi explained](#) how the calculation error occurred by using actual lumber dimensions rather than nominal dimensions.

Council asked for further clarification, and discussed the contractual responsibilities in respect to the monetary cost of the error and what options were available. [City Attorney Angela Summerfield advised](#) them that this could be negotiated with the design firm at a future date.

MOTION: Authorize the Mayor to execute Change Order No. 1 with Nordland Construction NW in a not-to-exceed amount of \$218,066.00 and an additional 38 working day contract extension.
Malich / Kadzik – unanimously approved.

[Mayor Guernsey asked that](#) the City Administrator stay involved while this issue goes back to the Public Works Committee and then before the whole Council in some form.

OLD BUSINESS:

1. [Continuation of Waterfront Millville Restaurants 2 & 3 Workstudy Session.](#)

Planning Director Jennifer Kester explained that this is a continuation of the workstudy session of March 16th. She noted the remaining items to discuss are proposals brought forward by Councilmember Kadzik: g) Reducing the overlay area; and h) Maximum size for alcohol service in Restaurant 1 designations. Finally, the need to discuss the next steps in the review process.

[Councilmember Kadzik explained his two proposals.](#) Councilmembers and Staff held a discussion on the reduction of the overlay area.

[Ms. Kester asked](#) for direction for the next steps in the review process; she suggested bringing back an ordinance with both boundary options for review and discussion.

[Ms. Kester then introduced](#) item “h” by explaining that it’s a matter of at what square footage should beer and wine be allowed in the Restaurant 1 designation, should this change apply to all zones, and what is the impact you are trying to lessen.

Councilmembers shared their comments and concerns.

[Ms. Kester acknowledged](#) she would not be including anything in regards to “h” in the final ordinance. She asked about public outreach. Council agreed that the information on the city’s website and the public hearing when the new ordinance comes back would be sufficient. The public was encouraged to contact individual Councilmembers with feedback.

CITY ADMINISTRATOR / STAFF REPORT:

[City Administrator Ron Williams](#) said there was little to share as far as a legislative update.

PUBLIC COMMENT:

[Jeni Woock, Citizens for the Preservation of Gig Harbor, 3412 Lewis Street.](#) Ms. Woock referenced the April, 2012 Downtown Visioning Committee meeting where there was discussion about rezoning Millville and not forcing zoning on downtown residents. She asked the City Council to live up to those words citing the results of the recent survey. She then mentioned the Fire Department report that Mr. Stearns had refused fire inspections for three consecutive years in one of his commercial buildings, and asked that Council deny his request for a private zoning amendment.

[Cyrus Jackson - 8212 Dorotich Street.](#) Mr. Jackson reminded Council that they represent the interest of the people and 69 of them said they don’t want to see this amendment pass. He then commented on the lack of any economic development studies to support additional restaurants. The one done by the Chamber should be researched for solid information on economic development possibilities for this area rather than relying upon assumptions, he stressed.

[Lee Smith, 3519 Harborview Drive](#). Mr. Smith said he was not included in the survey and so that makes six, probably seven, or several more that weren't asked.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Mayor Guernsey asked](#) if a Councilmember would like to serve on the Kitsap Water Resource Area (WIRA) and Pierce County Flood Control Zone District. If no one is interested she said she would ask Public Works Director Jeff Langhelm to serve as the city's representative.

[Councilmember Malich asked](#) for clarification on the recent closing off of McDonald Street. Ms. Kester responded that the vehicular access was not a requirement and the property owner is not interested in providing pedestrian access. She then addressed his question about garages extending further than the front porch.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council/Planning Commission Worksession – Thur. Apr 6th at 5:00 p.m.
2. Public Works Committee – Mon. Apr 13th at 4:00 p.m.

EXECUTIVE SESSION:

Council adjourned to Executive Session at 7:35 p.m. for five minutes for the purpose of discussing pending litigation per RCW 42.30.110(i). Action is expected to be taken.

Council returned to regular session at 7:41 p.m. and the following motion was made:

MOTION: Move to approve the settlement of the claim by New Cingular Wireless as recommended by the City Attorney.
Arbenz / Kadzik – unanimously approved.

ADJOURN: The meeting was adjourned at 7:41 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play and visit to contribute to our ongoing economic vitality; and

WHEREAS, parks are a place where people can reflect, re-energize or socialize; a place where everyone is welcome; and a place that builds community; and

WHEREAS, parks, greenways and open spaces provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and

WHEREAS, numerous jurisdictions, cities and organizations have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, many businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Saturday, April 25, 2015;

NOW, *THEREFORE*, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby designate April 25, 2015, as

PARKS APPRECIATION DAY

and encourage all citizens to celebrate by participating in this event and visiting their local parks and other regional parks throughout Pierce County.

Jill Guernsey, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Parkinson's disease is a chronic, progressive, degenerative, neurological disorder of the central nervous system for which there presently is no cure; and

WHEREAS, as yet, no chemical X-ray, study, blood test, laboratory or clinical test can provide a definitive diagnosis; and

WHEREAS, as much as 80% of vital dopamine producing neurons in the brain are dead or grossly impaired before Parkinson's is detectable; and

WHEREAS, symptoms include fatigue, tremors, difficulty with speaking and writing, balance problems, walking, swallowing, cognitive and memory problems; and

WHEREAS, although existing medications and therapies effectively treat the symptoms for some Parkinson's patients in the early stages of the disease and allows them to cope with this baffling and complex disease; and

WHEREAS, more education and research is needed to help find more effective treatments with fewer side effects and ultimately a cure for Parkinson's; and

WHEREAS, according to the Northwest Parkinson Foundation, American Parkinson's Disease Association, National Parkinson Foundation, and the Michael J Fox Foundation, there are over 1.5 million Americans diagnosed with Parkinson's and 5 million worldwide; and

WHEREAS, all citizens should be aware of this debilitating disease and offer friendship, understanding, and hope to its victims; and

WHEREAS, the local Parkinson's community has organized an informational display in the Pierce County Library during the month of April and will be having an open house on April 25, 2015 at the Pierce County Library; and

NOW, THEREFORE, BE IT RESOVLED, THAT I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby proclaim the month of April 2015, as

WORLDWIDE PARKINSON'S DISEASE AWARENESS MONTH

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13th day of April, 2015.in the City of Gig Harbor, and I urge all citizens to join me in this special observance.

Jill Guernsey, Mayor

Date

Draft Minutes Board and Commissions Candidate Review

March 16, 2015- 4:00 p.m. Exec. Conference Room

Call to Order:

Councilmember Lovrovich

Councilmember Malich

Councilmember Kadzik

Staff: Molly Towslee

Arts Commission Chair: Charlee Glock-Jackson

New Business:

1. [Arts Commission - 1 vacancy](#)

New applicant: Julianna Verboort. Ms. Verboort was interviewed briefly via telephone.

New applicant: Debra Tanner

2. Parks Commission – 2 terms end 3/31/15

Submitted request to be reappointed: [Sara McDaniel](#)

New applicant: Rick Offner

New applicant: Jerry Hughs

New Applicant: Benjamin Coronado

After the interviews, Councilmembers discussed the applicants for openings on both the Arts Commission and the Parks Commission and these motions were made.

MOTION: Move to recommend we appoint Julianna Verboort to serve the remainder of the vacant position.
Kadzik / Lovrovich – unanimously approved.

MOTION: Move to recommend we reappoint Sara McDaniel to another term on the Parks Commission.
Lovrovich / Kadzik – unanimously approved.

MOTION: Move to appoint Rick Offner to the vacant position on the Parks Commission.
Lovrovich / Kadzik – two votes yes. Councilmember Malich voiced a preference for Mr. Coronado.

These recommendations will be forwarded to the full Council for confirmation.

Adjourned at 4:53 p.m.

MINUTES
City Council / Planning Commission Worksession
Monday, March 16, 2015 – 5:00 p.m.
Community Rooms A&B

CALL TO ORDER

Mayor Guernsey called the workstudy session to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Guernsey asked those present to introduce themselves.

City Councilmembers: Ken Malich, Casey Arbenz, Ekberg, Perrow, Lovrovich, Payne, and Kadzik.

Planning Commissioners: Reid Ekberg, Pamela Peterson, Jim Pasin, Bill Coughlin, Craig Baldwin, and Rick Gagliano. Spencer Hutchins came to the meeting at 5:12 p.m.

Applicants: John Moist and Carl Halsan.

Staff: Ron Williams, City Administrator, Jennifer Kester, Planning Director, and Molly Towslee, City Clerk.

MOTION: To amend the agenda to add the economic vitality of downtown in respect to the proposal.
Malich / Kadzik - five voted yes. Councilmembers Ekberg and Payne voted no.

MOTION: To amend the agenda to discuss moving the proposed boundary line and address maximum square footage of Restaurant 1 in Waterfront Millville.
Kadzik / Malich - six voted yes. Councilmember Ekberg voted no.

The Mayor proposed a new order of agenda to add at the end of the agenda: (F) Economic Vitality of Downtown in response to the Proposal; and (G) Moving the boundary line and (H) Maximum square footage for Restaurant 1 in Waterfront Millville.

MOTION: Move to adopt the amended agenda.
Kadzik / Malich – five voted yes. Councilmembers Ekberg and Payne voted no.

WORKSESSION

Staff Memo 

Applicant Memo:  

Planning Director Kester presented a brief overview of the agenda with a proposed approach to the discussion.

1. Waterfront Millville Restaurants 2 & 3.
 - a. Cooking Appliances – Should deep fat fryers be allowed and if so, what technology might be required to limit the impact of all cooking smells? Ms. Kester proposed options. Council discussed the intent to require state of the art equipment to

address cooking odors, and heard from the applicants and staff regarding the efficiency of equipment, past complaints, and enforcement.

[Ms. Kester said she understands Council would like language](#) added to the ordinance to add a performance standard for Restaurants 2 & 3 requiring state of the art equipment shall be installed in the restaurant to limit the emission of food smells and regular maintenance shall occur.

b. [Bar Area – What percentage, if any, of a Restaurant 3 use should the bar be limited to?](#) Ms. Kester explained that there are no specific code regulations at this time to limit the size of bar area unless it's a tavern.

There was substantial discussion on the impacts and what percentage the bar space should be limited to.

[Ms. Kester said she](#) would take all she has heard and will come back with a proposal for performance standards. She said she is inclined to start with 40% for consideration. She will work with the Fire Marshal.

c. [Hours of Operation](#) – Discuss the appropriate timeframe for operating, including perhaps a last seating time or a definition of hours of operations, etc.

Kester presented an overview. After extensive discussion, [Ms. Kester will amend](#) the proposed ordinance for maximum hours of 6:00 a.m. opening and last seating time of 9:30 p.m.

d. [Deliveries – What time should deliveries be allowed?](#) Ms. Kester explained that nowhere do we regulate deliveries in the code. That should be part of the Conditional Use Permit that goes before the Hearing Examiner.

There was extensive discussion on whether delivery times could or should be regulated. It was determined that this concern will be handled during the Conditional Use Permit process.

e. [Separation between uses – Should restaurants be separated by a certain distance?](#) Jenn Kester explained that separation of uses is used in an attempt to disperse impact of uses. In order to go this route you would need to determine the distance and what you are trying to mitigate.

There was discussion that this approach should be used for less desirable uses, and this would be the wrong approach in this instance.

f. [Economic Vitality of Downtown in response to this Proposal?](#) Councilmember Malich commented that he would like to see the study that would back up the claim that this would improve the economic vitality of downtown.

Councilmembers, Planning Commissioners and Staff responded to their perception on how this proposal would affect the downtown economics. Ms. Kester said that there have been no studies.

g. [Moving the proposed boundary line.](#) Councilmember Kadzik proposed to reduce the boundary of this proposed text amendment to the edge of Ship to Shore. This would eliminate the northwestern remainder of Waterfront Millville from the Restaurant 2 & 3 consideration.

h. [Max square footage.](#) Councilmember Kadzik then proposed a change to allow Restaurant 1 uses that serve beer and wine to be increased to 2500 square feet.

[Ms. Kester responded](#) to both these new proposals by saying she has had only minimal time for consideration, and the Planning Commission has had no time at all.

Councilmembers, Planning Commissioners and Staff discussed the implication of moving the boundary lines and changes to the square footage.

2. [Next steps in the review process.](#)

Ms. Kester explained that this would require another public hearing and first reading of the amended Ordinance to include language on performance standards relating to cooking appliances and the emission of smells, a limitation on bar areas, and the change of hours of operation to 6 a.m. opening – 9:30 p.m. for last seating. She said she will not bring forward anything on deliveries, separation of uses, or economic vitality. She asked for direction on whether to include changes to the boundary line and Restaurant 1 square footage added this evening. She also asked when this should come back, and discussed methods to engage the public.

A recommendation was made to bring the boundary line proposal and the square footage change back at the next Council meeting as a continuation of this discussion. The next steps would be determined at that time.



[ADJOURN:](#) Meeting adjourned at 7:32 p.m.

MINTUES
GIG HARBOR ARTS COMMISSION
Tuesday, March 10, 2015 – 10:00 a.m.
Executive Conference Room

CALL TO ORDER / ROLL CALL:



Vice-chair Martha Reisdorf called the meeting to order at 10:09 p.m. and called roll.
Present: Martha Reisdorf, Mary Manning, Deborah Grady, and Leonard Hill.
Staff: Molly Towslee and Jeff Langhelm.

APPROVAL OF MINUTES:

1. Approval of January 27, 2015 GHAC Minutes.  

MOTION: Move to approve the January 27, 2015 minutes as presented.
Hill / Manning – unanimously approved.

OLD BUSINESS:

1. [2015 Work Plan](#)   Jeff Langhelm, Public Works Director explained that the Public Works Committee has approved three capital projects slated for construction in 2016 that they would like the Arts Commission input to identify and incorporate appropriate public art: 1) Harborview Drive Sidewalk Improvements; 2) Kimball Drive / Hunt Street Overlay; and 3) 50th Street Culvert. He gave a brief description of each project and answered questions. He said the budget for each would be \$5,000 and stressed that it would be very helpful that any recommendations come as soon as possible to be incorporated into the project design.

Charlee Glock Jackson arrived and chaired the meeting.



[Mr. Langhelm said](#) that he plans to present the updated work plan for Council approval on the Consent Agenda at an upcoming council meeting.

[Ms. Manning asked](#) about the Plein Air project and the Walking Tour. Ms. Jackson explained that the Plein-Air was a Peninsula Art League project completed in 2014. The history museum may rehang the show and if we are interested we could bring it back to the Civic Center. She then responded that Janine Miller is working on the walking tour.

[Leonard Hill offered](#) to lead a site visit of the three public works site to take photos to facilitate discussion at the next meeting. Mr. Langhelm will return later this fall with an update on the construction / design process and get feedback from the Arts Commission.

[Chair Jackson said](#) that she attended the Public Works Committee meeting, and was disappointed that the Arts Commission had worked so hard in 2014 and there wasn't any time left to discuss the 2015 Work Program due to a lengthy report on utility rate

increases. She said there was no opportunity to get feedback on the additional of Cultural Art to the Comp Plan or to promote the upcoming Peter Altman presentation in April. This is going to be a very successful event, she added, and gave an overview of what will be going on.

2. [Maritime Pier Project](#) – Request for Proposals.  

Molly Towslee explained that no proposals had arrived; only a call from an artist in California. Mr. Hill asked about adding British Columbia to the call. After further discussion, Commissioners were encouraged to send out the RFP to their artist groups, and if nothing comes in by the April 30th deadline, the limited area to accept proposals could be reassessed.

[Chair Jackson shared](#) her excitement over the three public works capital projects. She shared council comments. There was discussion on options for these projects.

3. [Pedestal Art Update](#). Molly said the pieces are ready, the plaques are ready and she will contact a welder soon. The dedication is scheduled for May 14th. Chair Glock asked commissioners for ideas for how to do the dedication.



4. [Bogue Viewing Platform Dedication of Art piece](#). This was discussed previously.

5. [Adding a Culture Element to City's Comprehensive Plan](#). Chair Jackson said she plans on working on the research soon. Leonard Hill offered to assist and suggested keeping it as simple as possible. Ms. Grady also offered her help if needed.

6. [Upcoming Workshops](#):

- a. Peter Altmann "Gustav Klimt" presentation. The name of the movie is "*The Woman in Gold*." Chair Jackson is to get a press release to Karen Scott.
- b. Making Friends with the Media. Repeat of first workshop; should be postponed until fall. Mr. Hill to take the lead.
- c. 3-D Printing Class. Scheduled for May.

NEW BUSINESS:

1. [SB 5190 – Bill before the State Senate](#) that would eliminate funding the Percent for Art Fund.   Chair Jackson reported on this bill that would defund the State's 1/2% for Art Program. The members said they would be interested in submitting a letter in opposition. Chair Jackson offered to draft a letter on behalf of the Arts Commission for review by the Council Intergovernmental Affairs Committee.

Leonard Hill mentioned that those dollars also fund maintenance of public art and that might be reason enough to kill the bill. He will be in Olympia on Tuesday and offered to mention this to our 26th District representatives. The membership was encouraged to write individual letters as well.

COMMISSIONER'S COMMENTS:

[Mary Manning and Martha Reisdorf reported](#) on their meeting with John Ross at the History Museum.

Ms. Reisdorf asked about forming a committee to come up with projects that we might apply for grant funding. After further discussion, a suggestion was made to look to see if there were grant opportunities that would fit the list of projects on the Public Works Capital Improvement Plan.

The members discussed resending the Request for Proposals for the Maritime Pier Public Art project in the hopes of getting proposals.

[Leonard Hill said](#) he would be out of town during the next meeting and would phone in. He will propose dates to visit the Capital Project sites, and then forward site photos to the entire commission before the next meeting. He offered to submit ideas about the unveiling ceremonies.

STAFF REPORT:

[Clerk Towslee said](#) that we received two applications for the vacant position on the Arts Commission. Chair Jackson will attend the interviews.

[There was a review discussion](#) of what each commissioner was tasked with during the next few weeks.

ANNOUNCEMENT OF OTHER MEETINGS:

1. [Gig Harbor Art Commission](#) – Tuesday, May 12th at 10:00 a.m.

ADJOURN: Meeting adjourned at 11:30 a.m.

City of Gig Harbor
Inter-governmental Affairs Council Committee

Councilmembers Arbenz, Payne, and Perrow

MINUTES

March 23, 2015 – 4:00 p.m.

Gig Harbor Civic Center – Executive Conference Room

Call to Order

Ron Williams, City Administrator
Shawna Wise, Assistant City Clerk
Casey Arbenz, Councilmember
Jill Guersey, Mayor
Tim Payne, Councilmember
Dale Learn, GTH via teleconference
Paul Hoover, GTH, via teleconference
Briahna Taylor, GTH, joined the meeting at 4:20pm



Federal Legislative Update

1. [Sand Spit Update](#) – Dale Learn asked if anyone from the Coast Guard has contact the City. Ron Williams stated that the Oregon office called to ask if the City required an environmental review before the transfer and Mr. Williams responded no. He explained the City is moving forward with having Congressman Kilmer and Senator Cantwell attend the Maritime Gig Festival in June to tour the Lighthouse. Mr. Learn said the transfer is moving forward smoothly.
2. [Reps. Kilmer/Heck Puget Sound Recovery Bills](#) - New legislation & Maritime Washington National Heritage Area Act – Dale Learn explained that Representatives Kilmer and Heck have been working on a bill that would put Puget Sound in the same “preferred status” in the Federal perspective as the Great Lakes and the Everglades when it comes to grant funding. Mr. Learn said this bill could come before summer.
3. [Surface Transportation Authorization in 2015](#) – Expires at the end of May, in addition, the Highway Trust Fund will likely need more general treasury revenues in order for it not to go insolvent. Mr. Learn stated that he is confident the Senate Finance Committee can come up with a funding mechanism for the bill.
4. [Market Place Fairness Act](#) – Dale Learn said there is still a hard push and the House has yet to move on it. Mr. Learn said he will continue to monitor the progress.
5. [Tax Extender’s Bill](#) – Dale Learn explained this bill is still on the table and he says it looks harder that we will see a comprehensive tax reform.



Mr. Learn explained that the Federal Government is looking for innovative finance methods and the City may be asked about how our unique mechanism works and help with how to promote that. Councilmember Payne asked to clarify what Mr. Learn meant regarding a possible match in funds as an incentive. Mr. Learn explained it would be a match on top of state funding as a way to

incentivize states, counties and municipal governments to create funding mechanisms like what the City has done. He said this cannot be explored until the Committees of Policy discuss further since this would be a policy change. Mr. Learn emphasized this is in the early idea stage.

State Legislative Update

1. [Ancich Netshed Request](#) – Briahna Taylor explained the goal is to be in one or both of the House and Senate proposals and feels we have done all that we can to advocate for the project, including giving Rep Young and Rep Caldier a tour of the Netshed over the weekend.
2. [Moorage Fee Immunity Legislation](#) – Briahna Taylor stated that there is work being done to advance the Senate version of the bill and it must pass out of the House Judiciary Committee by April 1st. If it does not pass, we will have to wait until the next session and start the process from the beginning. Ron Williams will be testifying on March 25, 2015 in support of the bill.
3. [Transportation Revenue Package](#)   – Briahna Taylor handed out the West Sound Alliance project list. Those items in yellow have been allocated funding in the Senate Transportation Package, including \$3M towards the Corridor Congestion Relief Study for SR16/Tacoma Narrows Bridge/SR302 and a \$58M Tacoma Narrows Bridge sales tax deferral until 12/31/31. Mayor Guernsey will be testifying with other members of the West Sound Alliance.
4. [Water Bond Proposal](#) – Legislature was considering putting a per parcel fee on each parcel of land as well as a sewer tax. Revenue sources would go toward water supply for mitigation and storm water projects. Although the bill is currently dead, a negotiating team in the Senate has been appointed to work out their differences. Ms. Taylor does not feel this bill will advance, being so late in the session.
5. [Bill 2136](#) – Marijuana Revenue Sharing – Briahna Taylor explained the bill is not generous to local government and any city that has banned marijuana does not get any money.

Other Business

1. [SB 5190: Purchasing of Public Art](#)   – Ron Williams shared a letter from the Gig Harbor Arts Commission asking the Intergovernmental Affairs Committee to vote against SB5190. Briahna Taylor confirmed the bill is already in the Rules X Files so it will not be moving forward.
2. [Pierce Transit Route Changes](#) – Councilmember Perrow and Ron Williams met with two planners from Pierce Transit regarding possible route changes. They explained Pierce Transit was open to looking closely at the change request.

Adjourn 4:50pm

Next Meeting Date: May 25, 2015



TO: MAYOR GUERNSEY AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: April 13, 2015
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2015 are attached.

Total resources, which are beginning cash balances plus revenues, for all funds, are 39 percent of the annual budget. Citywide operating revenues, which exclude beginning cash balances, budgeted transfers and other revenues (*other revenues include items such as loan proceeds, asset disposals and insurance proceeds*), are right on track at 25 percent of budget, while expenditures are at 15 percent.

General Fund first quarter revenues (excluding beginning balance) are at 21 percent of budget which is the same as last year. Sales tax revenues, which comprise 48 percent of the General Fund revenue budget, are on pace to exceed budget at 27 percent; while city utility tax revenues are slightly behind pace at 21 percent. Building permit fees are 21 percent of budget through the first quarter. Planning fees are nearly on pace to meet budget coming in at 24 percent of budget.

General Fund expenditures (less transfers and proceeds from borrowings) are at 23% of budget. For the same period last year and 2013, expenditures were at 21 and 23 percent of budget respectively. All General Fund departments are within first quarter budgeted expenditures.

Water, Sewer and Storm operating fund revenues are at 21, 21 and 20 percent of budget; this compares to first quarter 2014 as follows: 19, 21 and 19 percent respectively. Water, Sewer and Storm expenditures (excluding transfers) are at 20, 18 and 19 percent through the end of the first quarter. For the same period in 2014 the expenditures were 13, 14 and 16 percent of budget, respectively.

All funds have adequate cash on hand at this time to meet upcoming obligations.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2015

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 1,903,959	\$ 2,623,574	\$ 2,711,187	\$ (152,023)	\$ 1,664,323
101	STREET FUND	431,182	616,826	374,260	(162,659)	511,088
102	STREET CAPITAL FUND	816,393	2,683	119,740	(176,758)	522,578
105	DRUG INVESTIGATION FUND	8,185	103	-	-	8,288
106	DRUG INVESTIGATION FUND	19,794	6	-	-	19,800
107	HOTEL-MOTEL FUND	218,332	72,095	46,846	(6,326)	237,255
108	PUBLIC ART CAPITAL PROJECTS	68,404	21	-	-	68,425
109	PARK DEVELOPMENT FUND	2,155,683	1,264,080	1,047,395	(980,248)	1,392,120
110	CIVIC CENTER DEBT RESERVE	1,302,977	93	-	-	1,303,070
111	STRATEGIC RESERVE FUND	538,033	166	-	-	538,199
112	EQUIPMENT RESERVE FUND	200,613	62	-	-	200,675
113	CONTRIBUTIONS/DONATIONS	0	-	0	-	-
208	LTGO BOND REDEMPTION	18,644	6	-	-	18,650
211	UTGO BOND REDEMPTION	157,762	6,444	-	-	164,206
301	PROPERTY ACQUISITION FUND	322,339	212,143	-	-	534,482
305	GENERAL GOVT CAPITAL IMPR	260,816	211,719	-	-	472,535
309	IMPACT FEE TRUST	869,794	111,892	-	21,740	1,003,426
310	HOSPITAL BENEFIT ZONE	2,604,175	86,847	-	-	2,691,022
401	WATER OPERATING	773,856	320,796	260,906	181,456	1,015,201
402	SEWER OPERATING	1,255,523	882,792	538,296	108,937	1,708,955
403	SHORECREST RESERVE FUND	90,854	2,781	153	1,800	95,282
407	UTILITY RESERVE	1,385,179	5,619	59	(22)	1,390,717
408	UTILITY BOND REDEMPTION	2,595	1,517,503	1,419,474	-	100,624
410	SEWER CAPITAL CONSTRUCTION	6,340,966	1,802,745	538,379	(354,761)	7,250,571
411	STORM SEWER OPERATING FUND	783,779	182,825	143,550	49,067	872,121
412	STORM SEWER CAPITAL	113,803	71,765	4,309	(18,640)	162,619
420	WATER CAPITAL ASSETS	1,575,800	261,080	85,959	(37,128)	1,713,792
605	LIGHTHOUSE MAINTENANCE TRUST	1,192	1,218	0	(2,409)	-
631	MUNICIPAL COURT	-	38,349	25,764	(12,585)	-
		<u>\$ 24,220,631</u>	<u>\$ 10,296,233</u>	<u>\$ 7,316,278</u>	<u>\$ (1,540,559)</u>	<u>\$ 25,660,027</u>

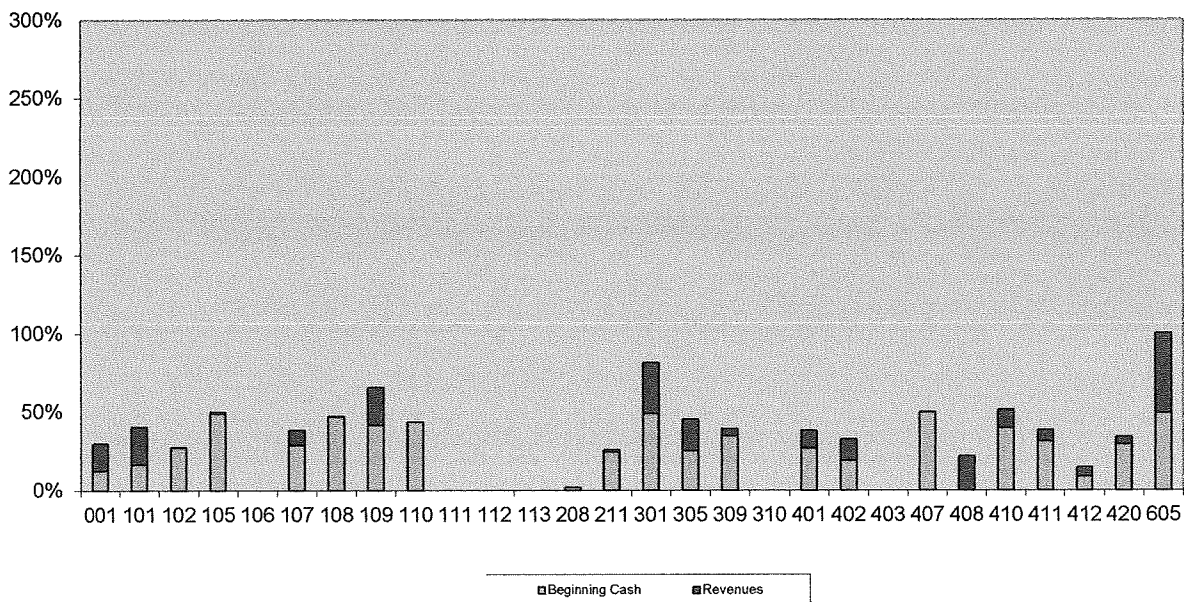
COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2015

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			4,512,923
INVESTMENTS/CD COLUMBIA BANK	May 2015	0.5000%	1,000,000
INVESTMENTS/US BANK	July 2017	0.1250%	1,004,048
LOCAL GOVERNMENT INVESTMENT POOL (Net Earnings Rate)		0.1570%	19,142,756
			<u>\$ 25,660,027</u>

CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2015

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 15,088,770	\$ 4,527,533	\$ 10,561,237	30%
101	STREET FUND	2,595,667	1,048,007	1,547,659	40%
102	STREET CAPITAL FUND	2,998,514	819,076	2,179,438	27%
105	DRUG INVESTIGATION FUND	16,631	8,288	8,343	50%
106	DRUG INVESTIGATION FUND	38,368	19,800	18,568	52%
107	HOTEL-MOTEL FUND	752,130	290,427	461,703	39%
108	PUBLIC ART CAPITAL PROJECTS	145,731	68,425	77,306	47%
109	PARK DEVELOPMENT FUND	5,210,588	3,419,763	1,790,825	66%
110	CIVIC CENTER DEBT RESERVE	2,990,041	1,303,070	1,686,971	44%
111	STRATEGIC RESERVE FUND	1,096,021	538,199	557,822	49%
112	EQUIPMENT RESERVE FUND	411,555	200,675	210,880	49%
113	DONATIONS/CONTRIBUTIONS	-	-	-	
208	LTGO BOND REDEMPTION	1,111,952	18,650	1,093,302	2%
211	UTGO BOND REDEMPTION	638,881	164,206	474,675	26%
301	PROPERTY ACQUISITION FUND	657,172	534,482	122,690	81%
305	GENERAL GOVT CAPITAL IMPR	1,043,560	472,535	571,025	45%
309	IMPACT FEE TRUST	2,496,105	981,686	1,514,419	39%
310	HOSPITAL BENEFIT ZONE	7,877,972	2,691,022	5,186,950	34%
401	WATER OPERATING	2,860,670	1,094,652	1,766,018	38%
402	SEWER OPERATING	6,542,727	2,138,315	4,404,412	33%
403	SHORECREST RESERVE FUND	107,961	93,635	14,326	87%
407	UTILITY RESERVE	2,786,394	1,390,798	1,395,596	50%
408	UTILITY BOND REDEMPTION	7,025,004	1,520,098	5,504,906	22%
410	SEWER CAPITAL CONSTRUCTION	15,916,019	8,143,711	7,772,308	51%
411	STORM SEWER OPERATING FUND	2,501,096	966,604	1,534,492	39%
412	STORM SEWER CAPITAL	1,274,839	185,568	1,089,271	15%
420	WATER CAPITAL ASSETS	5,364,819	1,836,879	3,527,939	34%
605	LIGHTHOUSE MAINTENANCE TRUST	2,406	2,410	(4)	
631	MUNICIPAL COURT	-	38,349	(38,349)	
		\$ 89,551,592	\$ 34,516,864	\$ 55,034,728	39%

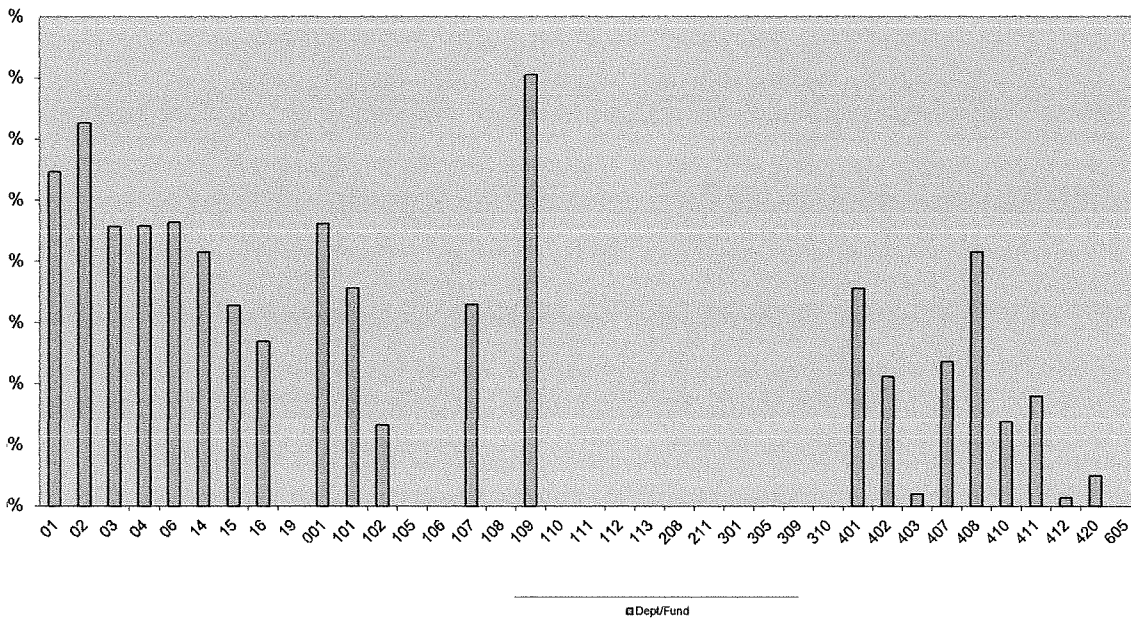
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2015

DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT				
NON-DEPARTMENTAL	\$ 3,333,572	\$ 910,526	\$ 2,423,046	27%
LEGISLATIVE	66,638	20,884	45,754	31%
MUNICIPAL COURT	416,600	95,159	321,441	23%
ADMINISTRATIVE/FINANCIAL	1,485,250	340,440	1,144,810	23%
POLICE	3,432,784	796,324	2,636,460	23%
COMMUNITY DEVELOPMENT	1,607,850	333,975	1,273,875	21%
PARKS AND RECREATION	917,900	150,532	767,368	16%
BUILDING	470,300	63,347	406,953	13%
ENDING FUND BALANCE	-	-	-	
TOTAL GENERAL FUND	11,730,894	2,711,187	9,019,707	23%
STREET FUND	2,102,089	374,260	1,727,829	18%
STREET CAPITAL FUND	1,809,200	119,740	1,689,460	7%
DRUG INVESTIGATION FUND	3,250	-	3,250	
DRUG INVESTIGATION FUND	-	-	-	#N/A
HOTEL-MOTEL FUND	284,500	46,846	237,654	16%
PUBLIC ART CAPITAL PROJECTS	-	-	-	
PARK DEVELOPMENT FUND	2,970,000	1,047,395	1,922,605	35%
CIVIC CENTER DEBT RESERVE	-	-	-	
STRATEGIC RESERVE FUND	284,000	-	284,000	
EQUIPMENT RESERVE FUND	-	-	-	
DONATIONS/CONTRIBUTIONS	-	0	(0)	
LTGO BOND REDEMPTION	1,091,292	-	1,091,292	
UTGO BOND REDEMPTION	266,660	-	266,660	
PROPERTY ACQUISITION FUND	146,300	-	146,300	
GENERAL GOVT CAPITAL IMPR	146,300	-	146,300	
IMPACT FEE TRUST	-	-	-	#N/A
HOSPITAL BENEFIT ZONE	2,382,250	-	-	
WATER OPERATING	1,465,991	260,906	1,205,085	18%
SEWER OPERATING	5,090,355	538,296	4,552,059	11%
SHORECREST RESERVE FUND	15,000	153	14,847	1%
UTILITY RESERVE	500	59	441	12%
UTILITY BOND REDEMPTION	6,826,439	1,419,474	5,406,965	21%
SEWER CAPITAL CONSTRUCTION	7,783,745	538,379	7,245,366	7%
STORM SEWER OPERATING FUND	1,602,733	143,550	1,459,183	9%
STORM SEWER CAPITAL	623,250	4,309	618,941	1%
WATER CAPITAL ASSETS	3,485,041	85,959	3,399,082	2%
LIGHTHOUSE MAINTENANCE TRUST	-	0	(0)	
MUNICIPAL COURT	-	25,764	(25,764)	
	\$ 50,109,789	\$ 7,316,278	\$ 40,411,261	15%

Expenditures as a Percentage of Annual Budget



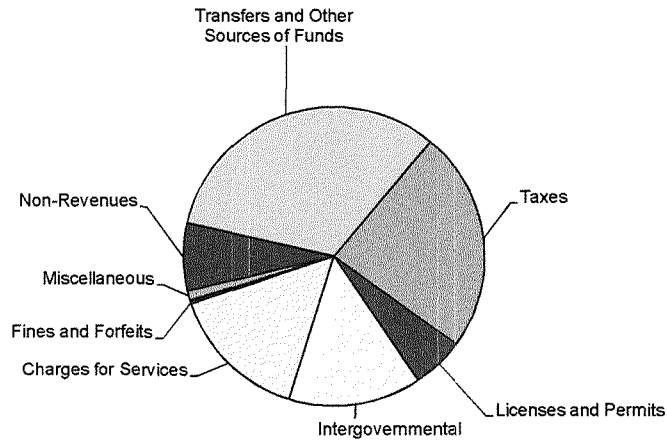
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
AS OF MARCH 31, 2015**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	2,445,364
Licenses and Permits	570,281
Intergovernmental	1,471,433
Charges for Services	1,535,068
Fines and Forfeits	36,545
Miscellaneous	107,630
Non-Revenues	751,398
Transfers and Other Sources of Funds	3,340,165
Total Revenues (excludes Court Pass Thru)	10,257,884
Beginning Cash Balance	24,220,631
Total Resources	<u>34,478,515</u>

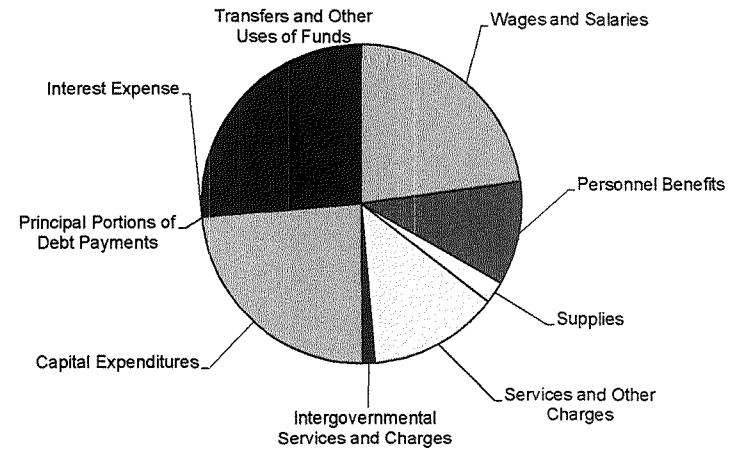
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
AS OF MARCH 31, 2015**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	1,861,995
Personnel Benefits	763,437
Supplies	163,779
Services and Other Charges	960,088
Intergovernmental Services and Charges	89,367
Capital Expenditures	1,732,358
Principal Portions of Debt Payments	-
Interest Expense	15
Transfers and Other Uses of Funds	1,919,474
Total Expenditures (excludes Court Pass Thru)	7,290,514
Ending Cash Balance	25,660,027
Total Uses	<u>32,950,540</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2015**

	SPECIAL REVENUE FUNDS										
	001 GENERAL GOVERNMENT	101 STREET	102 STREET CAPITAL	105 DRUG INVESTIGTN	106 DRUG INVESTIGTN	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RESERVE	111 STRATEGIC RESERVE	112 EQUIPMENT RESERVE
ASSETS											
CASH	\$ 317,593	\$ 97,503	\$ 99,695	\$ 1,581	3,777	\$ 45,262	\$ 13,054	\$ 265,582	\$ 57,818	\$ 102,675	\$ 38,284
INVESTMENTS	1,346,730	413,585	422,883	6,707	16,023	191,992	55,372	1,126,538	1,245,252	435,524	162,391
RECEIVABLES	1,386,248	5,336	21,603	-	-	41,370	-	-	312,400	-	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,050,570	516,424	544,181	8,288	19,800	278,625	68,425	1,392,120	1,615,470	538,199	200,675
LIABILITIES											
CURRENT	(101,320)	5,174	0	-	-	-	-	1,925	-	-	-
LONG TERM	63,702	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	(37,618)	5,174	0	-	-	-	-	1,925	-	-	-
FUND BALANCE:											
BEGINNING OF YEAR	3,175,801	268,684	661,238	8,185	19,794	253,376	68,404	1,173,511	1,615,377	538,033	200,613
Y-T-D REVENUES	2,623,574	616,826	2,683	103	6	72,095	21	1,264,080	93	166	62
Y-T-D EXPENDITURES	(2,711,187)	(374,260)	(119,740)	-	-	(46,846)	-	(1,047,395)	-	-	-
ENDING FUND BALANCE	3,088,188	511,249	544,181	8,288	19,800	278,625	68,425	1,390,195	1,615,470	538,199	200,675
TOTAL LIAB. & FUND BAL.	\$ 3,050,570	\$ 516,424	\$ 544,181	\$ 8,288	19,800	\$ 278,625	\$ 68,425	\$ 1,392,120	\$ 1,615,470	\$ 538,199	\$ 200,675

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2015**

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2015**

	SPECIAL REVENUE FUNDS							TOTAL SPECIAL REVENUE	208 LTGO BOND REDEMPTION	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL	309 IMPACT FEE TRUST FUNG	310 HOSPITAL BENEFIT	605 LIGHTHOUSE MAINT	631 MUNICIPAL COURT					
ASSETS											
CASH	\$ 101,966	\$ 90,148	\$ 191,429	\$ 513,381	\$ -	\$ -	\$ 1,622,157	\$ 3,558	\$ 31,327	\$ 34,884	
INVESTMENTS	432,516	382,387	811,997	2,177,641	-	-	7,880,807	15,092	132,880	147,972	
RECEIVABLES	-	-	-	-	-	-	380,709	-	9,723	9,723	
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	
OTHER	-	-	-	-	-	-	-	-	-	-	
TOTAL ASSETS	534,482	472,535	1,003,426	2,691,022	-	-	9,883,673	18,650	173,930	192,580	
LIABILITIES											
CURRENT	-	-	41,200	-	-	-	48,299	-	-	-	
LONG TERM	-	-	-	-	-	-	-	-	6,721	6,721	
TOTAL LIABILITIES	-	-	41,200	-	-	-	48,299	-	6,721	6,721	
FUND BALANCE:											
BEGINNING OF YEAR	322,339	260,816	850,334	2,604,175	(1,218)	(12,585)	8,831,076	18,644	160,764	179,409	
Y-T-D REVENUES	212,143	211,719	111,892	86,847	1,218	38,349	2,618,304	6	6,444	6,450	
Y-T-D EXPENDITURES	-	-	-	-	(0)	(25,764)	(1,614,006)	-	-	-	
ENDING FUND BALANCE	534,482	472,535	962,226	2,691,022	-	-	9,835,374	18,650	167,209	185,859	
TOTAL LIAB. & FUND BAL.	\$ 534,482	\$ 472,535	\$ 1,003,426	\$ 2,691,022	\$ -	\$ -	\$ 9,883,673	\$ 18,650	\$ 173,930	\$ 192,580	

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2015**

	PROPRIETARY									TOTAL PROPRIETARY	TOTAL	
	401 WATER OPERATING	402 SEWER OPERATING	403 SHORECREST RESERVE	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS			
ASSETS												
CASH	\$ 193,756	\$ 326,108	\$ 18,177	\$ 73,767	\$ 19,197	\$ 1,383,231	\$ 166,379	\$ 31,024	\$ 326,950	\$ 2,538,589	\$ 4,513,223	
INVESTMENTS	821,445	1,382,848	77,105	1,316,950	81,428	5,867,340	705,742	131,595	1,386,843	11,771,295	21,146,803	
RECEIVABLES	167,215	373,542	761	5,823	49,970	-	98,452	-	-	695,762	2,472,442	
FIXED ASSETS	8,822,287	32,853,905	-	-	-	1,253,849	2,807,019	53,479	1,401,745	47,192,286	47,192,286	
OTHER	-	-	-	-	142,910	-	-	-	-	142,910	142,910	
TOTAL ASSETS	10,004,704	34,936,402	96,043	1,396,540	293,503	8,504,421	3,777,592	216,098	3,115,538	62,340,841	75,467,663	
LIABILITIES												
CURRENT	244,753	71	-	-	1,346,074	-	1,486	-	9	1,592,394	1,539,373	
LONG TERM	61,085	89,909	-	-	20,203,671	-	46,754	-	-	20,401,419	20,471,842	
TOTAL LIABILITIES	305,838	89,980	-	-	21,549,745	-	48,240	-	9	21,993,813	22,011,215	
FUND BALANCE:												
BEGINNING OF YEAR	9,638,976	34,501,926	93,414	1,390,980	(21,354,271)	7,240,055	3,690,077	148,642	2,940,408	38,290,206	50,476,492	
Y-T-D REVENUES	320,796	882,792	2,781	5,619	1,517,503	1,802,745	182,825	71,765	261,080	5,047,906	10,296,235	
Y-T-D EXPENDITURES	(260,906)	(538,296)	(153)	(59)	(1,419,474)	(538,379)	(143,550)	(4,309)	(85,959)	(2,991,085)	(7,316,278)	
ENDING FUND BALANCE	9,698,865	34,846,422	96,043	1,396,540	(21,256,242)	8,504,421	3,729,352	216,098	3,115,528	40,347,028	53,456,449	
TOTAL LIAB. & FUND BAL.	\$ 10,004,704	\$ 34,936,402	\$ 96,043	\$ 1,396,540	\$ 293,503	\$ 8,504,421	\$ 3,777,592	\$ 216,098	\$ 3,115,538	\$ 62,340,842	\$ 75,467,665	

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

TO: MAYOR OF GIG HARBOR

March 17, 2015

SPECIAL OCCASION #: 406002

PERFORMANCE CIRCLE DBA PARADISE THEATRE
9911 BURNHAM DR NW
GIG HARBOR WA 98332

DATE: APRIL 11, 2015

TIME: 5 PM TO 11 PM

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

CONTACT: TROY TUNLEY 360-471-4892

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 - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

March 26, 2015

SPECIAL OCCASION #: 092005

GIG HARBOR KIWANIS FOUNDATION
PO BOX 1491
GIG HARBOR WA 98335

DATE: MAY 9, 2015

TIME: NOON TO 6 PM

PLACE: UPTOWN GIG HARBOR PAVILION - 4701 PT FOSDICK DR, GIG HARBOR

CONTACT: MELANI JOYAL 206-719-6751

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 <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Pierce Transit Board of Commissioners

Proposed Council Action:

Cast a Vote for Nancy Henderson to serve a three-year term on the Pierce Transit Board of Directors.

Dept. Origin: Administration *mt*
Prepared by: Molly Towslee, City Clerk

For Agenda of: **April 13, 2015**
Exhibits: Letter and Ballot

	Initial & Date
Concurred by Mayor:	<i>JG 3-26-15</i>
Approved by City Administrator:	<i>Ron W 3/26/15</i>
Approved as to form by City Atty:	<i>N/A</i>
Approved by Finance Director:	<i>N/A</i>
Approved by Department Head:	<i>[Signature]</i>

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

At the March 9, 2015 meeting, Council nominated Nancy Henderson to serve a three year term on the Pierce Transit Board of Commissioners that represent the six cities and towns of Auburn, Gig Harbor, Fircrest, Pacific, Ruston, and Steilacoom.

Pierce Transit is requesting that Council formally vote for her to serve a three-year term.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Cast a vote for Nancy Henderson, Town of Steilacoom, to serve a three year term on the Pierce Transit Board of Directors.



March 26, 2015

Attn: City or Town Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA, 98335

Dear Clerk:

Recently, Pierce Transit sent you a letter and nomination form requesting your Council's nomination of a representative to fill an upcoming vacant position on the Pierce Transit Board that would represent the cities and towns of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.

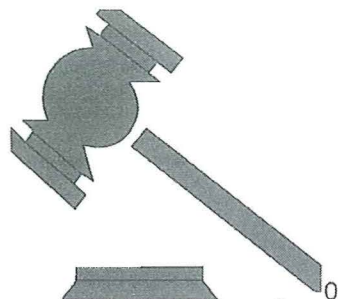
Pierce Transit received nominations from the City of Gig Harbor, Town of Steilacoom and the City of Fircrest, who nominated Councilmember Nancy Henderson, Town of Steilacoom, to serve on the Pierce Transit Board. No other nominations from the other respective cities or towns were received by the March 18, 2015 deadline.

At your next Council meeting, please formally consider the nomination of Nancy Henderson to serve on the Pierce Transit Board, for a three-year term (term limits under review), beginning May 1, 2015 and expiring April 2018. A certified copy of the council resolution or motion must accompany the enclosed ballot. Please forward the ballot and appropriate verification to me on or before April 17, 2015.

Sincerely,

A handwritten signature in blue ink that reads "Deanne Jacobson".

Deanne Jacobson
Clerk of the Board



OFFICIAL BALLOT

Candidate: Nancy Henderson, Town of Steilacoom

The city/town of GIG HARBOR wishes to cast its vote for Councilmember/Mayor NANCY HENDERSON of the City of STEILACOOM to serve a three-year term on the Pierce Transit Board representing the Cities or Towns of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom, with a term beginning May 1, 2015 and ending April 30, 2018.

Date: APRIL 13, 2015

By: _____

Title: MAYOR

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce Transit's Clerk of the Board by **5:00 PM, April 17, 2015**.



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

Subject: Appointments to Gig Harbor Arts Commission

Proposed Council Action:

A motion to appoint Julianna Verboort to serve the remainder of the three-year term on the Gig Harbor Arts Commission.

Dept. Origin: Administration *sw*

Prepared by: Board/Commission Review Committee

For Agenda of: April 13, 2015

Exhibits:

Initial & Date

Concurred by Mayor: *JG 3-30-15*
Approved by City Administrator: *RW 3/30/15*
Approved as to form by City Atty: *MA*
Approved by Finance Director: *MA*
Approved by Department Head: *N/A*

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

A member of the Gig Harbor Arts Commission stepped down, creating a vacancy. This term will end on March 31, 2017. We received applications from Debra Sidor Tanner and Julianna Verboot. The Board and Commission Candidate Review interviewed both applicants.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the Board and Commission Candidate Review Committee.

RECOMMENDATION / MOTION

Move to: Appoint Julianna Verboot to serve the remainder of the three-year term on the Gig Harbor Arts Commission.



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

Subject: Appointments to Gig Harbor Parks Commission

Proposed Council Action:

A motion to re-appoint Sara McDaniel and appoint Rick Offner to serve three-year terms on the Gig Harbor Parks Commission.

Dept. Origin: Administration *EW*
Prepared by: Boards/Commission Review Committee
For Agenda of: April 13, 2015

Exhibits:

Initial & Date

Concurred by Mayor: *JO 3-30-15*
Approved by City Administrator: *RonW 3/30/15*
Approved as to form by City Atty: *N/A*
Approved by Finance Director: *N/A*
Approved by Department Head: *N/A*

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

Terms for two members of the Gig Harbor Parks Commission expired on March 31, 2015. We received an application from Sara McDaniel asking to be re-appointed, as well as applications from Rick Offner, Jerry Hughs, and Benjamin Coronado.

The Board and Candidate Review Committee interviewed the new applicants.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the Board and Commission Candidate Review Committee.

RECOMMENDATION / MOTION

Move to: Re-appoint Sara McDaniel and appoint Rick Offner to serve three-year terms on the Gig Harbor Parks Commission.



Business of the City Council
City of Gig Harbor, WA

**Subject: Parks & Recreation Concerts
in the Park (Summer Sounds at Skansie)**

Proposed Council Action: Authorize the award and execution of eleven contracts for the 2015 Summer Sounds Concert Series at Skansie Brothers Park, for a total of \$14,550

Dept. Origin: Administration – Tourism

Prepared by: Karen Scott
Tourism & Communications Director

For Agenda of: April 13, 2015

Exhibits: Contracts

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
 JS 4-6-15
 RW 4/3/15
 [Signature] 4/6/15
 KM 4/2

Expenditure Required	\$ 14,550	Amount Budgeted	\$ 26,000	Appropriation Required	0
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INFORMATION / BACKGROUND

Attached are eleven contracts for the 2015 Summer Sounds at Skansie Concert Series.

16-June	The Coats	\$ 2000.00
23-June	Uptown Lowdown Jazz Band	\$ 500.00
30-June	133 rd Army Band	\$ 0.00
7-July	Hook Me Up	\$ 600.00
14-July	Michael Anthony Pratt	\$ 1000.00
21-July	Beatniks	\$ 2000.00
28-July	Sarah Gerritsen w/Loomis	\$ 600.00
4-August	Ranger and the Re-Arrangers	\$ 600.00
11-August	Austin Jenckes	\$ 1500.00
18 August	Funaddicts	\$ 750.00
16 Jun-18 Aug	Pacific Stage and Sound	\$ 5000.00

FISCAL CONSIDERATION

Corporate contributions collected (\$26,000) will also cover staff expenses at the events to include Police, Public Works and Marketing overtime. Also covered in corporate contributions are printing and publicity. The expense is within the \$26,000 that was anticipated in the adopted 2014 budget, identified under the Parks Operating Fund, Objective No. 4.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that the Council authorize and accept the contracts.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of eleven contracts for the 2015 Summer Sounds Concert Series at Skansie Brothers Park, for a total of fourteen thousand five-hundred fifty dollars (\$14,550.00).

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and The Coats, a Washington corporation, whose address is PO Box 296, Puyallup, WA 98371 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 16, 2015, with an expected audience of 500-1500 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 16th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 16th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Two-Thousand Dollars (\$2000.00), which shall be paid to The Coats immediately following the performance on Tuesday, June 16th, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

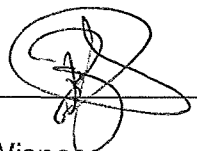
IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

By:



Doug Wisness
PO Box 296
Puyallup, WA 98371
(253) 732-8842

THE CITY OF GIG HARBOR

By:

Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Uptown Lowdown Jazz Band, whose address is 2836 140th AVE NE, Bellevue, WA 98005 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 23, 2015, with an expected audience of 500-1500 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 23, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 23, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Five-Hundred Dollars (\$500.00), which shall be paid to Uptown Lowdown Jazz Band immediately following the performance on Tuesday, June 23, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27 day of Feb, 2015.

THE CITY OF GIG HARBOR

By: Bert Barr

Bert Barr
2836 140th AVE NE
Bellevue, WA 98005
(206) 972-8019

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and The 133RD ARMY GUARD BAND, whose address is 133rd Army Band, Bldg 34, Camp Murray, Tacoma, WA 98430-5030 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 30th, 2015, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 30th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 30th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The 133rd Army Band agrees to perform at no cost to the City.

III. Relationship of Parties

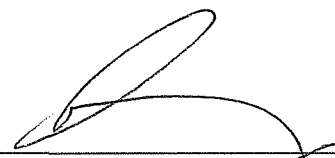
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

THE CITY OF GIG HARBOR

By: 

Alton C. Huckaby SSG SFC
THE 133RD ARMY BAND
Bldg 34, Camp Murray
Tacoma, WA 98430-5030
(253) 512-8828

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and James Cochran, whose address is 1818 N. Bristol Tacoma, WA 98406 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 7th, 2015, with an expected audience of 500-1500 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 7th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 7th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Six-Hundred Dollars (\$600.00), which shall be paid to James Cochran immediately following the performance on Tuesday, July 7th, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

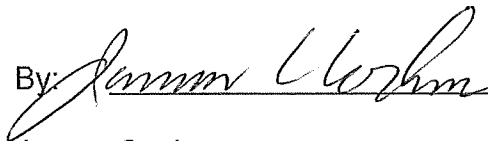
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26 day of February, 2015.

By: 

James Cochran
1818 N. Bristol
Tacoma, WA 98406
(253) 223-1312

THE CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Michael Anthony Pratt, LLC., whose address is PO Box 2011, Silverdale, WA 98383 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 14th, 2015, with an expected audience of 500-1500 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 14th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 14th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer One-Thousand Dollars (\$1,000.00), which shall be paid to Michael Anthony Pratt immediately following the performance on Tuesday, July 14th, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

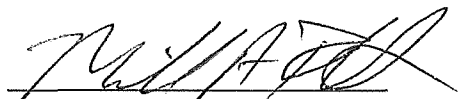
IV. General Provisions

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4th day of March, 2015.

THE CITY OF GIG HARBOR

By: 

Michael Anthony Pratt
PO Box 2011
Silverdale, WA 98383
253.514.7357

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Wanker Productions, Inc. (dba The Beatniks), a Washington corporation, whose address is 4810 Point Fosdick Drive NW E 110, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 21st, 2015, with an expected audience of 2000-3000 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 21st, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 21st, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Two Thousand Dollars (\$2,000.00), which shall be paid to The Beatniks immediately following the performance on Tuesday, July 21st, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

By:



Mark Nelson
Wanker Productions, Inc.
5114 Point Fosdick Dr NW E 110
Gig Harbor, WA 98335
425.351.8273

THE CITY OF GIG HARBOR

By:

Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sarah Gerritsen, whose address is 23260 NE Union Hill Road, Redmond, WA 98053 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 28th, 2015, with an expected audience of 500-1500 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 28th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 28th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Six-Hundred Dollars (\$600.00), which shall be paid to Sarah Gerritsen immediately following the performance on Tuesday, July 28th, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

By: 

Sarah Gerritsen
23260 NE Union Hill Road
Redmond, WA 98053
(206) 229-7700

THE CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Matthew Sciacca, whose address is 12330 Arrowpoint Drive, Bainbridge Island, WA 98110 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 4th, 2015, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 4th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 4th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Six-Hundred Dollars (\$600.00), which shall be paid to Matthew Sciacca immediately following the performance on Tuesday, August 4th, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

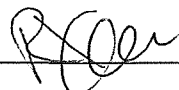
Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21st day of February, 2015.

THE CITY OF GIG HARBOR

By: _____



Matthew Sciacca
12330 Arrow Point Drive
Bainbridge Island, WA 98110
206.418.9614

By: _____

Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Austin Jenckes, whose address is 5202 Nevada Avenue, Nashville, TN 37209 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 11th, 2015, with an expected audience of 1000-1200 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 11th, 2015 between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 11th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer One Thousand Five-Hundred Dollars (\$1,500.00), which shall be paid to Austin Jenckes. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

By:  _____

Austin Jenckes
5202 Nevada Avenue
Nashville, TN 37209
425.922.8643

THE CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robert Seeley, whose address is 255 S. 197th ST, Des Moines, WA 98148 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 18th, 2015, with an expected audience of 400-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 18th, 2015, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 18th, 2015. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Seven-Hundred Fifty dollars (\$750.00), which shall be paid to Robert W. Seeley immediately following the performance on Tuesday, August 18th, 2015. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

THE CITY OF GIG HARBOR

By: 

Robert W. Seeley
255 S. 197th ST
Des Moines, WA 98148
206.369.1377

By: _____
Mayor Jill Guernsey

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is PO Box 1606, Olympia, 98507 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2015 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert series on: June 16th, June 23rd, June 30th, July 7th, July 14th, July 21st, July 28th, August 4th, August 11th, and August 18th with an expected audience of 300-2500 persons. The concerts will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m., with set up any time after 3 pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Contractor Five-Hundred Dollars (\$500.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).

III. Relationship of Parties

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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 Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

By: 

Dave Sederberg, President
Pacific Stage, Inc.
PO Box 1606
Olympia, WA 98507
360-556-2541

THE CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney



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

Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 988 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works-Operations

Prepared by: Greg Foote, Superintendent
Public Works

For Agenda of: April 13, 2015

Exhibits: Resolution No. 988

Initial & Date

Concurred by Mayor: JG 4/6/15
Approved by City Administrator: ZW 4/6
Approved as to form by City Atty: N/A
Approved by Finance Director: SR 4/6
Approved by Department Head: MX 4/6/15

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

Staff requests authorization to surplus the following equipment:

- 2003 Ford Taurus XL - PD
- 2007 Ford Crown Victoria – PD
- 2001 Ford F250 Super Duty Lift Gate Truck
- 1990 John Deere Z Trak
- (4) Sanicans
- De-Icer Tank – 1,000 gallon
- Stanley Gate Opener
- Echo Trimmer
- Yamar Engine

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. 988 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 988

**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.
2003 Ford Taurus	1	#1FAFB52213G194587	Taurus XL - PD
2007 Ford Crown Victoria	1	#2FAHP71W27S13352	Crown Victoria - PD
2001 Ford Super Duty Truck	1	#1FTNX21F21EC70156	F250 – Lift Gate Truck
1990 John Deere Z Trak	1	#TCF620X013976	F620
Sanicans (Plastic)	4	N/A	N/A
Plastic Tank – 1000 Gal.	1	N/A	N/A
Stanley Gate Opener	1	N/A	570
Echo Trimmer	1	N/A	N/A
Yamar Engine	1	N/A	N/A

PASSED ON THIS 13th day of April, 2015.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

SHAWNA WISE, ASSISTANT CITY CLERK

FILED WITH THE CITY CLERK: 04-02-15
PASSED BY THE CITY COUNCIL: 04-13-15
RESOLUTION NO. 988



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

Subject: Twawelkax Trail Easement—
Rosedale Village, LLC

Proposed Council Action: Authorize the Mayor to execute a recreational trail easement for the placement of the Twawelkax Trail.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *JL*

For Agenda of: April 13, 2015

Exhibits: Recreational Trail Easement

	Initial & Date
Concurred by Mayor:	<i>JL 4-7-15</i>
Approved by City Administrator:	<i>RW 4/7/15</i>
Approved as to form by City Atty:	<i>VIA EMAIL 4/5/15</i>
Approved by Finance Director:	<i>CR 4/7</i>
Approved by Department Head:	<i>JL 4/7/15</i>

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

The City has worked with the Gig Harbor Morning Rotary Club to develop a trail connection between the Cushman Trail and the Harborview Drive corridor. The proposed name of the trail connection is Twawelkax Trail (Trail). Design and permitting assistance for the Trail has been included as part of City's budget in the Parks Development fund from 2012 through 2016. To date the City has gathered environmental information and topographic information along a preliminary alignment.

The Trail's preliminary alignment runs through property owned by the City and Rosedale Village, LLC. Throughout this process the City has been working with Rosedale Village, LLC and the Rotary Club to establish the preliminary alignment and scope of the Trail. With the establishment of a preliminary alignment, Rosedale Village, LLC has agreed on location and language provided in the proposed recreational trail easement.

FISCAL CONSIDERATION

The Rotary Club is prepared to fund the construction of the Trail. However, the City has committed \$30,000 in the 2015-2016 biennial budget for design and permitting of the Twawelkax Trail.

BOARD OR COMMITTEE RECOMMENDATION

N/A.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute a recreational trail easement for the placement of the Twawelkax Trail.

AFTER RECORDING RETURN TO:
The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Recreational Trail Easement

Grantor(s) (Last name first, then first name and initials)

Rosedale Village. LLC

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Portion of Section 06, Township 21, Range 02, Quarter 43 (Add'l legal description on page 5, Exhibit "A" of Document)

Assessor's Property Tax Parcel or Account Number(s): 4000200010,
4000200020, 4000200030 and 4000200050

Reference Number(s) of Documents assigned or released: N/A

RECREATIONAL TRAIL EASEMENT

THIS RECREATIONAL TRAIL EASEMENT is made this ____ day of _____, 2015, by and between ROSEDALE VILLAGE, LLC, a Washington corporation ("Grantor"), and the CITY OF GIG HARBOR, a Washington municipal corporation ("Grantee" or "City").

WHEREAS, Grantor owns a fee simple interest in certain real property commonly known as 8503 HWY 16, Gig Harbor, Pierce County, Washington, consisting of Pierce County Assessor Tax Parcel Nos. 4000200010, 4000200020, 4000200030, and 4000200050 (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor an easement to be utilized for public recreational trail and trail enhancement purposes; and

WHEREAS, the trail corridor will consist of a path approximately 10 feet in width plus an adjacent area necessary to perform grading, trail stabilization and trail enhancement, and will connect the Cushman Trail to Harborview Drive;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant and Location of Easement. Grantor hereby grants and conveys to the City a non-exclusive trail easement (the "Easement") over, under, on, through and across the property legally described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein ("Easement Area").

2. Purpose of Easement. The purpose of the Easement is to provide pedestrian access between Cushman Trail and Harborview Drive. To effectuate this purpose, the City may construct, reconstruct, install, repair, enhance, replace, operate, and maintain a multi-use recreational trail up to ten feet in width for public use, and perform Trail Enhancement work as described in Paragraph 4 below.

3. Rights Reserved by Grantor. The Grantor reserves and retains the right to utilize the Easement Area for any use that does not unreasonably interfere with the easement rights granted to the City. The Grantor may connect private trails to the public trail in the Easement Area at the Grantor's expense.

4. Trail Enhancement. The City may perform trail enhancement in the Easement Area, which may include planting native trees and shrubs, removing

invasive plant species, and installing grading and drainage measures with the Easement Area as necessary for trail stabilization. The City must obtain the

Grantor's written consent prior to making any other modifications to the Easement Area, including the construction of buildings, fences, or any other structure in the Easement Area or the removal of any trees greater than ten (10) feet in height.

5. Maintenance. The City will have full responsibility for maintaining and repairing the surface of the Easement Area, including the multi-use recreational trail and all other improvements in the Easement Area, in a reasonably prudent manner.

6. Restoration of Easement and Surrounding Property. If, in the exercise of any right to use the Easement, the Easement Area or other areas are disturbed or damaged, then the party responsible for the damage or disruption shall, at that party's sole cost and expense, restore the same to its condition prior to the damage or disruption or to a condition required by law, whichever is greater. If such restoration is not completed within a reasonable period of time after the damage or disruption, the party harmed by such damage or disruption may, but shall not be obligated to, perform the restoration. In such event, the party causing the damage or disruption shall pay to the party performing the restoration the full cost thereof, upon demand.

7. City's Expenses. All of the fees, costs and expenses incurred by the City in developing, using, maintaining, repairing, enhancing, improving, and restoring the Easement Area shall be the sole responsibility of the City.

8. Recreational Use Immunity. All persons using or coming onto the Easement Area shall do so at their own risk. The parties do not waive or abrogate any immunity afforded to them by virtue of the Washington Recreational User statute, RCW 4.24.200 and .210, and the parties hereby expressly declare their intent to avail themselves of the immunity provisions of those statutes.

9. Indemnification. The City of Gig Harbor shall hold harmless and defend the Grantor from and against any and all claims, liability, or losses, that directly or indirectly arise out of the exercise of the rights granted pursuant to this Easement; provided, however, that: (a) Grantee's obligation to indemnify, defend, and hold harmless shall not extend to claims, liability, or losses resulting from the sole negligence of the Grantor; and (b) in the event of concurrent negligence of the parties, Grantee's obligations hereunder apply only to the extent of the negligence of Grantee.

10. Binding Effect. This Easement shall be recorded in the records of the Pierce County Auditor and shall run with the property, binding the parties, their successors and assigns.

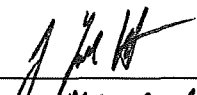
11. Modification. This Easement may be modified only with the written consent of the Grantor and the City, their successors or assigns.

12. Termination or Abandonment of Easement. This Easement shall be in perpetuity, provided, however, that the easement may be terminated by the mutual agreement of the parties, or by the City abandoning or terminating the use of the easement. In the event the easement is terminated, the City's entire right, title, and interest to the Easement shall cease, and all improvements remaining in the easement shall become the property of Grantor or its successor in interest.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this _____ day of _____, 2015.

GRANTOR:

ROSEDALE VILLAGE, LLC

By: 
Its: Managing Member
Print Name: 3-25-15

ACCEPTED:
CITY OF GIG HARBOR

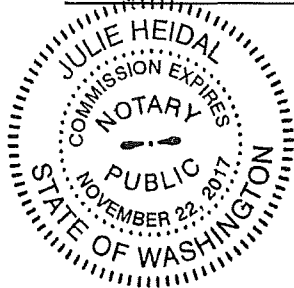
By: _____
Mayor

[Notaries on following page.]

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that J. TODD STEEL
is the person who appeared before me, and said person acknowledged that (he/she)
signed this instrument, on oath stated that (he/she) was authorized to execute the
instrument and acknowledged it as the Managing Member of ROSEDALE VILLAGE,
LLC, to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

DATED: 3/25/15



Julie Heidal
Printed: Julie Heidal
Notary Public in and for Washington,
Residing at Tacoma, WA
My appointment expires: 11/22/17

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person
who appeared before me, and said person acknowledged that he signed this
instrument, on oath stated that he was authorized to execute the instrument and
acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF PIERCE, STATE OF WASHINGTON, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT CITY OF GIG HARBOR MONUMENT NO. 90 AS SHOWN ON THE PLAT OF HAVEN OF REST MEMORIAL PARK NO. SIX, UNDER A.F.N. 9003220119;

THENCE NORTH 01°42'47" EAST, 788.35 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEASTERLY CORNER THEREOF;

THENCE NORTH 88°17'13" WEST, ALONG THE NORTH LINE OF PARCEL E OF SAID PLAT, 126.19 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 38°32'26" WEST, 39.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°44'39" A DISTANCE OF 24.00 FEET;

THENCE NORTH 72°42'55" WEST, 32.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°43'14" A DISTANCE OF 18.25 FEET;

THENCE SOUTH 37°33'51" WEST, 50.18 FEET;

THENCE SOUTH 23°43'38" WEST, 46.92 FEET;

THENCE SOUTH 10°40'45" WEST, 154.96 FEET;

THENCE SOUTH 16°20'38" WEST, 74.50 FEET;

THENCE SOUTH 07°48'25" WEST, 183.70 FEET;

THENCE SOUTH 19°41'12" WEST, 66.65 FEET;

THENCE SOUTH 26°51'54" WEST, 52.15 FEET;

THENCE SOUTH 16°25'28" WEST, 137.58 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°39'35" A DISTANCE OF 20.77 FEET;

THENCE SOUTH 23°14'07" EAST, 53.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND FROM WHICH THE RADIAL CENTER BEARS SOUTH 76°23'04" WEST, 660.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°11'22" A DISTANCE OF 255.60 FEET;

THENCE SOUTH 08°34'26" WEST, 43.93 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°03'27" A DISTANCE OF 54.21 FEET;

THENCE SOUTH 39°37'53" WEST, 79.67 FEET TO A POINT ON THE EAST LINE OF THE CITY OF TACOMA LAKE CUSHMAN TRANSMISSION LINE RIGHT OF WAY LYING SOUTH 45°12'53" WEST, 635.68 FEET FROM AFOREMENTIONED GIG HARBOR MONUMENT NO. 90, SAID POINT ALSO BEING ON THE WEST LINE OF

AFOREMENTIONED PLAT OF HAVEN OF REST MEMORIAL PARK NO. SIX AND THE TERMINUS OF THIS DESCRIBED LINE.

THE SIDELINES OF WHICH ARE TO BE SHORTENED OR LENGTHENED AS NEEDED TO INTERSECT EACH OTHER AT ALL AGNLE POINTS, THE BOUNDARY OF SAID PLAT OF HAVEN OF REST MEMORIAL PARK NO. SIX AND THE EAST LINE OF CITY OF TACOMA LAKE CUSHMAN TRANSMISSION LINE RIGHT OF WAY.

TIMOTHY J. MCDANIEL, P.L.S.
WASHINGTON STATE REGISTRATION NO. 45792

SITTS & HILL ENGINEERS, INC.
4815 CENTER STREET
TACOMA, WASHINGTON 98409
TELEPHONE: (253) 474-9449
FAX: (253) 474-0153

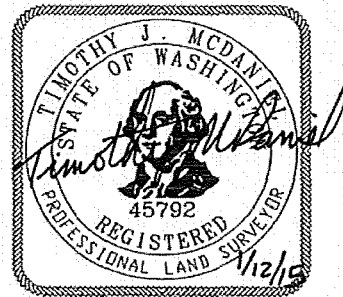
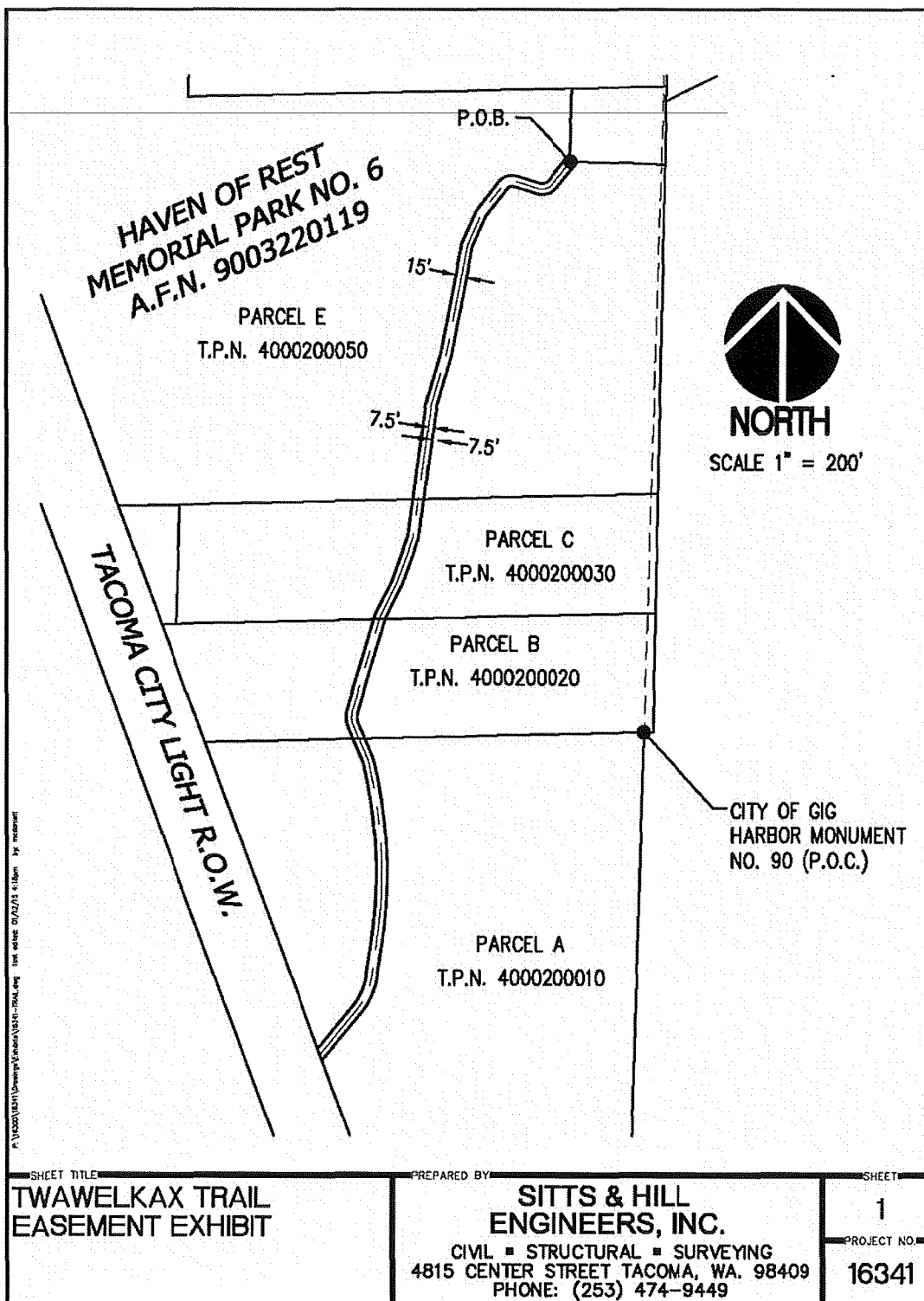


EXHIBIT "B"
DEPICTION OF EASEMENT AREA





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

Subject: Utility Easement – Peninsula Light Co., Century Link Inc., Comcast Cable

Proposed Council Action: Authorize the Mayor to execute a Utility Easement for utility purposes to Well 11 and PW Operations Building sites on City owned property.

Dept. Origin: Public Works

Prepared by: Trent Ward *TW*

For Agenda of: April 13, 2015

Exhibits: Utility Easement Agreement
Location Map

	Initial & Date
Concurred by Mayor:	<i>JG 4-8-15</i>
Approved by City Administrator:	<i>RW 4/8/15</i>
Approved as to form by City Atty:	Via Email
Approved by Finance Director:	N/A
Approved by Department Head:	<i>AD 4/8/15</i>

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

The City desires to grant to Peninsula Light Co., Century Link Inc. and Comcast Cable an easement to be utilized for utility purposes, more specifically described as a system of underground electric power cables, phone lines, and cable TV and appurtenances for the construction of Well 11 and PW Operations Building site on City owned parcel number 0221063044 located on Skansie Avenue.

FISCAL CONSIDERATION

N/A.

BOARD OR COMMITTEE RECOMMENDATION

N/A.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute a Utility Easement for utility purposes to Well 11 and PW Operations Building sites on City owned property.

AFTER RECORDING RETURN TO:

Peninsula Light Company
PO Box 78
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Utility Easement

Grantor(s) (Last name first, then first name and initials)

City of Gig Harbor

Grantee(s) (Last name first, then first name and initials)

Peninsula Light Company, Century Tel of Washington, Comcast Cable

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 06, Township 21, Range 02, Quarter 32

Assessor's Property Tax Parcel or Account Number: 0221063044

Reference Number(s) of Documents assigned or released: _____

UTILITY EASEMENT

THIS UTILITY EASEMENT, is made this ____ day of _____, 2015, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (Grantor), and PENINSULA LIGHT COMPANY, a mutual corporation, CENTURY TEL OF WASHINGTON dba CENTURYLINK INCORPORATED, a public company, and COMCAST CABLE, a telecommunications corporation (individually as "Grantee" and collectively as the "Grantees").

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property abutting Skansie Avenue, commonly known as XXX Bujacich Rd NW Gig Harbor, Washington, 98335, Tax Parcel No. 0221063044 (the "Property"); and

WHEREAS, Grantor desires to grant to Grantees an easement to be utilized for utility purposes, more specifically described as a system of underground electric power cables, phone lines, and cable TV and appurtenances to each; NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to GRANTEES, a perpetual, nonexclusive easement, to construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove utilities under, over, on, through and across that portion of the Property as described in **Exhibit A** attached hereto and incorporated herein (the "Easement"). The location of the Easement is shown on the Easement Location Map attached hereto as **Exhibit B** and incorporated herein. This grant of Easement is subject to the following conditions:

1. Each Grantee shall exercise its rights under this Easement so as to minimize and avoid if reasonably possible, interference with Grantor's use of Grantor's Property.
2. Each Grantee shall, at all times, conduct its activities on Grantor's Property so as to not interfere with, obstruct or endanger Grantor's operations or facilities.
3. Each Grantee agrees to restore Grantor's Property in at least as good as condition as it currently exists, and Grantee shall remove all debris and restore the surface of the Grantor's Property as nearly as possible, to the condition in which it was at the commencement of such work.

This Easement may be executed in counterparts, shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this
_____ day of _____, 2015.

GRANTOR:

CITY OF GIG HARBOR

Mayor Jill Guernsey

AGREED AND ACCEPTED:

PENINSULA LIGHT COMPANY

By: _____
Its: _____
Print Name: _____

CENTURY TEL OF WASHINGTON

By: _____
Its: _____
Print Name: _____

COMCAST CABLE

By: _____
Its: _____
Print Name: _____

Notaries on following pages:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of PENINSULA LIGHT COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of CENTURY TEL OF WASHINGTON, to be the free and voluntary act of such party for the uses and

purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of COMCAST CABLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

**EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT**

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9905260706, RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

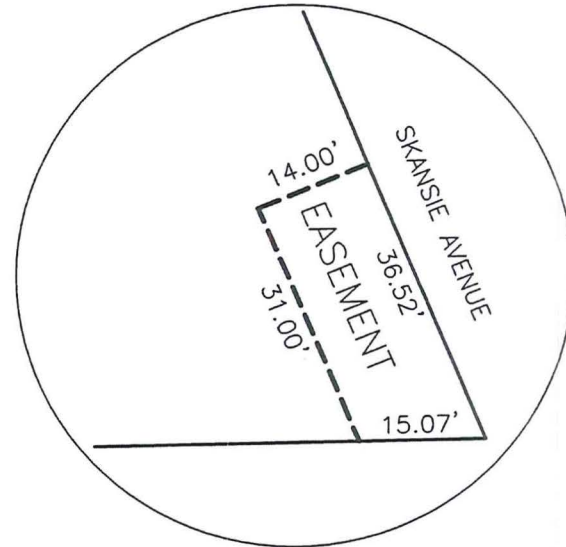
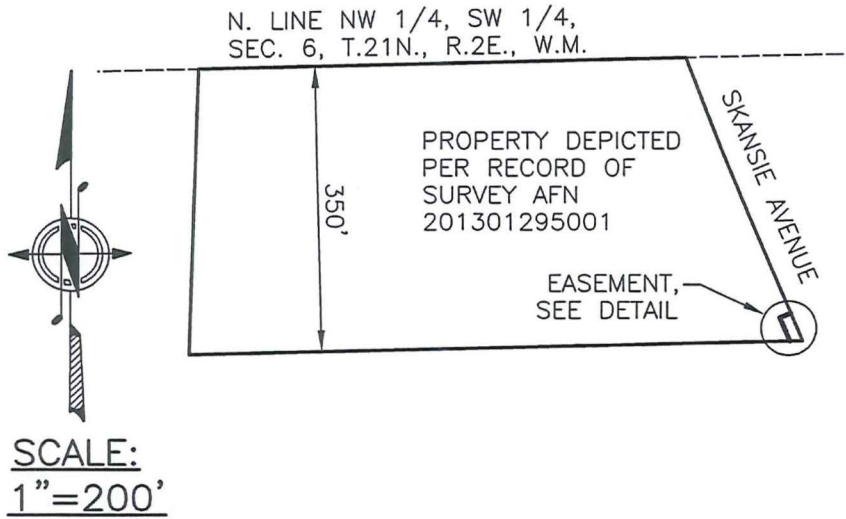
BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL, BEING A POINT ON THE WESTERLY RIGHT OF WAY OF SKANSIE AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 10170.00 FEET, THE RADIUS CENTER BEARS NORTH 66°57'15" EAST;
THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE 36.52 FEET THROUGH A CENTRAL ANGLE OF 0°12'21";
THENCE LEAVING SAID RIGHT OF WAY SOUTH 67°09'36" WEST, 14.00 FEET;
THENCE SOUTH 22°55'38" EAST, 31.00 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE NORTH 88°40'17" EAST, 15.07 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.



JAMES C DEMPSEY, P.L.S.

WASHINGTON STATE REGISTRATION NO. 41078



EASEMENT DETAIL
SCALE: 1"=20'

EASEMENT AREA
472 SF.

EASEMENT EXHIBIT

**Peninsula Light Company
City of Gig Harbor Well 11**
Portion of the NW 1/4, SW 1/4 of
Section 6, T 21 N, R 2 E, W.M.,
City of Gig Harbor, Pierce County, Washington

N.L Olson & Associates, Inc.
Engineering, Planning and Surveying
(360) 895-2350 or (360) 876-2284
2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366
NLO #8746

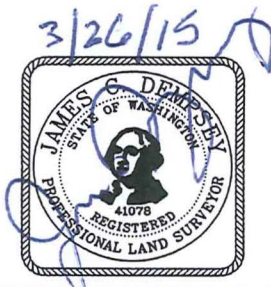
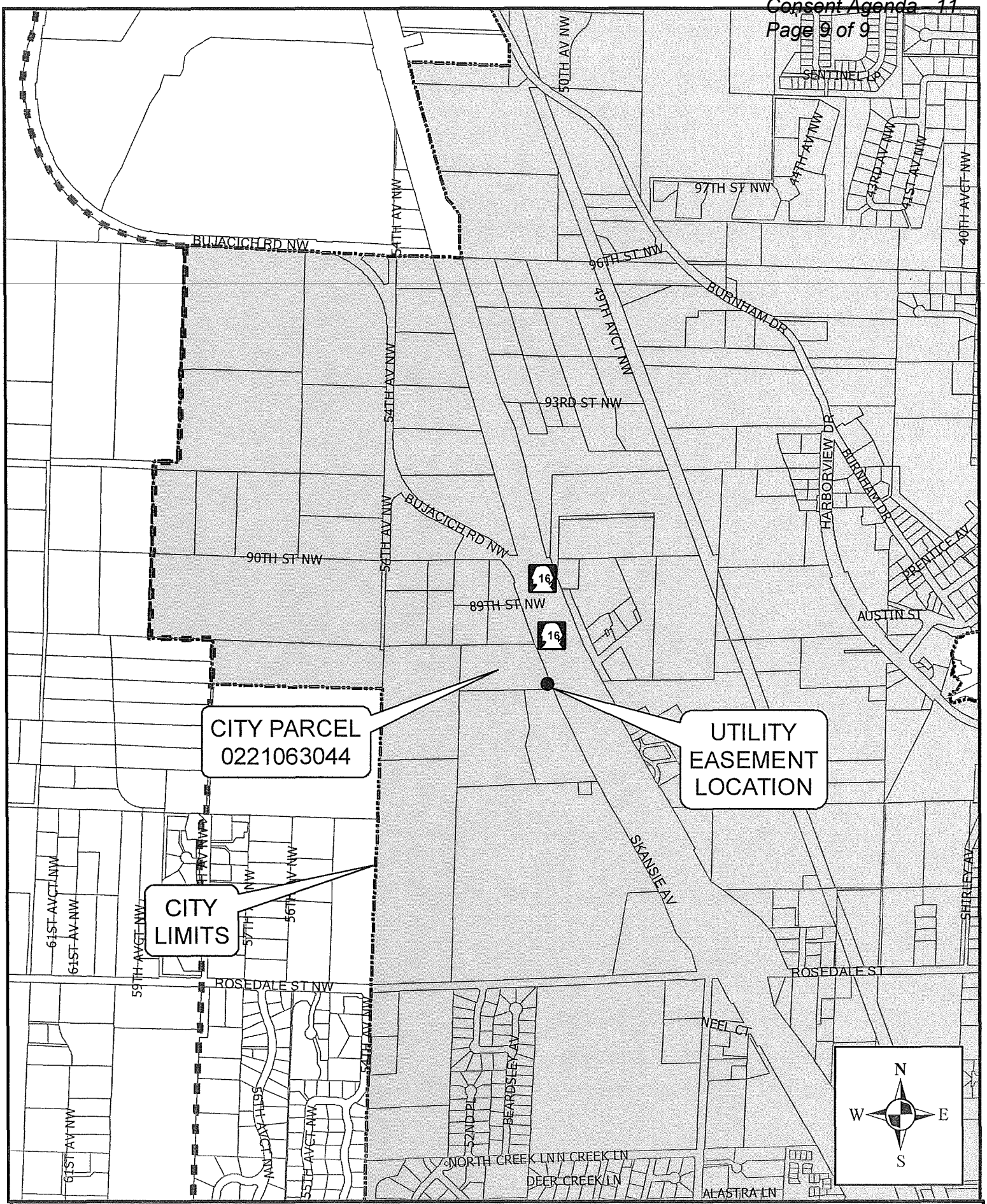


EXHIBIT B
DRAWING OF EASEMENT AREA



UTILITY EASEMENT LOCATION - PARCEL NO. 0221063044
VICINITY MAP



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

Subject: Pioneer Way Sewer Replacement
Grandview to Kimball – Consultant Services
Contract – Contour Engineering

Proposed Council Action: Approve and authorize the Mayor to execute Consultant Services Contract with Contour Engineering an amount not to exceed \$116,762.00.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *MMG*
Project Engineer

For Agenda of: April 13, 2015

Exhibits: Consultant Agreement with
Exhibit A – Scope of Work and
Exhibit B – Schedule of Rates

	Initial & Date
Concurred by Mayor:	<i>JG 4-9-15</i>
Approved by City Administrator:	<i>RW 4/8/15</i>
Approved as to form by City Atty:	<i>VIA EMAIL 4/5/15</i>
Approved by Finance Director:	<i>DF 4-9-15</i>
Approved by Public Works Director:	<i>PD 4/8/15</i>
Approved by City Engineer:	<i>CE 4/8/15</i>

Expenditure Required	\$ 116,762.00	Amount Budgeted	\$ 400,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

An identified 2015 Wastewater Capital Objective provides for the replacement of the gravity sewer line, that has settled, along pioneer way, between the limits of Kimball Drive and Grandview St. In addition to the sewer line replacement, the non-conforming handicap ramps will be brought up to the current ADA standards. This contract with Contour Engineering provides for design services, preparation of bidding documents, bidding assistance, construction support, and preparation of record drawings for the above mentioned project.

FISCAL CONSIDERATION

This project is included in the City of Gig Harbor 2015/2016 Budget with a budgeted amount of \$400,000 from the Wastewater Capital Fund. The budget summary for this item is provided in the table below.

Project Funding:	
2015/2016 Budget Wastewater Capital, Objective 9	\$ 400,000.00
Design Expenses:	
Project Design & Construction Support – Contour Engineering	\$ 116,762.00
Construction Expenses:	
Material Testing & Construction	\$ 283,238.00
Total Remaining Budget:	\$ 0

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Consultant Services Contract with Contour Engineering an amount not to exceed \$116,762.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONTOUR ENGINEERING, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Contour Engineering, LLC, a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Design for Pioneer Way Sewer Main Replacement Project 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 One Hundred Sixteen Thousand Seven Hundred Sixty Two Dollars (\$116,762.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Fee Summary**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in

Exhibit B, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. 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, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. 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.

5. 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.

6. Independent Status of Consultant. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. Indemnification.

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

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

basis by an 'A' rated company licensed to conduct business in the State of Washington.

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:
Contour Engineering, LLC.
ATTN: Leah Dunsdon, P.E.
PO Box 949
Gig Harbor, WA 98335
253-857-5454

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: Brett Allen
Its: Managing Member

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

CONTOUR ENGINEERING LLC

During the term of this AGREEMENT, Contour Engineering LLC (CONSULTANT) shall perform professional services for the City of Gig Harbor (CITY) in connection with the following project:

PROJECT C SSP1509 PIONEER WAY SEWER MAIN REPLACEMENT, KIMBALL STREET TO GRANDVIEW STREET

Services provided by Subconsultants **TENW** and **GeoResources** are attached to and incorporated into this Scope of Services as Exhibit A-1 and Exhibit A-2 and referred to as the "TENW scope" and "GeoResources scope" respectively. Both are SUBCONSULTANTS to Contour Engineering LLC.

1. PROJECT DESCRIPTION

The work consists of providing conceptual design; final design; topographic surveying; geotechnical engineering; transportation engineering; and preparation of construction plans, specifications, and estimate of probable construction cost for the replacement of approximately 410 lineal feet of existing 8-inch sanitary sewer pipe and manholes within Pioneer Way between Kimball Street and Grandview Street, and reconstruction of curb ramps and associated traffic signal improvements at the intersections of Pioneer/Kimball and Pioneer/Grandview.

2. ASSUMPTIONS

This scope of work is based on the following assumptions:

- a. Budget for the project scope is based on a project design schedule of 2 months commencing on the CITY issued notice-to-proceed.
- b. Applicable City of Gig Harbor and/or WSDOT Standard Plans and Specifications shall be included in the Contract Provisions.
- c. CONSULTANT reserves the opportunity to shift budget between work tasks.
- d. Analyses, design, plans, specifications, and estimates performed or prepared as part of this project will be in English units.
- e. City of Gig Harbor Drafting Standards (if provided by the CITY) and APWA Drafting Standards will be utilized.
- f. The project will be exempt from SEPA threshold determination, and therefore, will not require completion of a SEPA Environmental Checklist. This scope does not include the preparation of a SEPA Checklist.
- g. Since the project will not disturb one or more acres, a Construction Stormwater General Permit (also referred to as an NPDES permit) will not be required. This scope does not include work associated with an NPDES permit.

Agreement for Professional Services C SSP1509

April 7, 2015

Exhibit A

Page 1 of 13

- h. This scope does not include preparation of Maximum Extend Feasible documentation.
- i. See "Items and Services to be Furnished by City" below.

3. ITEMS AND SERVICES TO BE FURNISHED BY CITY

The CITY will provide the following items and services to the CONSULTANT which will facilitate the work to be undertaken for project. The CONSULTANT is entitled to rely upon the accuracy and completeness of the data furnished by the CITY:

- a. Any pertinent record drawings, plans, reports, and information on the current project and on public works and/or private projects within the immediate vicinity.
- b. TV recording of existing sanitary sewer system to be replaced.
- c. Contract Provisions (Specifications) "boilerplate".
- d. Title block and plan sheet format (in AutoCAD file).
- e. Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one review set prior to return to the CONSULTANT.
- f. Field review of proposed improvements with the CONSULTANT.
- g. At least two (2) examples of construction plans, specifications and estimate (bid summary tabulation) for CITY capital works projects.
- h. Rights-of-entry upon all privately-owned lands if necessary for the performance of the work, including soil exploration and surveying.
- i. Payment of all review and/or permit fees.
- j. Listing of all known utilities and/or companies within the project limits.
- k. Call for painted utility locates for public and private underground utilities.
- l. Advertisement for bids and payment of associated costs.
- m. Title reports (if required to determine right-of-way and/or permanent easements).
- n. Right-of-way acquisition (if needed), except legal description and parcel map exhibits per **Task 5.3.3**.
- o. Public involvement coordination.
- p. Review and submittals of various forms/applications to appropriate regulatory agencies (if required).
- q. Environmental documentation and permit applications (if required).
- r. Utility Coordination.
- s. Electronic CAD standard details.

4. DESIGN CRITERIA

Documents prepared as part of this scope of work, to the extent feasible, shall be developed in accordance with the latest edition and amendments to the following documents, as of the date this Agreement is signed. All plans and special provisions shall be prepared in accordance with the CITY'S standards.

City of Gig Harbor Standards

- a. 2014 City of Gig Harbor Public Works Standards
- b. 2014 City of Gig Harbor "Front End" bidding Standard Special Provisions (i.e. Contract Provisions (Specifications) "boilerplate")
- c. 2010 City of Gig Harbor Stormwater Management and Site Development Manual

- d. City provided title block and plan sheet format

WSDOT Publications

- e. 2014 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction
- f. WSDOT Standard Plans for Roads, Bridge, and Municipal Construction and its Amendments
- g. WSDOT Design Manual
- h. WSDOT Construction Manual

AASHTO Publications

- i. A Policy on Geometric Design of Highways and Streets (i.e. AASHTO 'Green Book')

Other Publications

- j. U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), as amended and approved by WSDOT
- k. State of Washington Department of Ecology Criteria for Sewage Works Design

5. WORK TASKS

5.1 Project Management and Coordination

Project Management

The CONSULTANT shall provide continuous project management and administration of services under this agreement. The CONSULTANT shall provide direction and review the work of the staff and all of its subconsultants during the course of the project.

The CONSULTANT shall manage the schedule, scope, budget, and quality over the term of the Agreement. Any difference in the design budget from the original contract amount will be brought to the attention of the CITY's Project Manager. The CONSULTANT shall not exceed the original contract amount without a formally approved amendment to the consultant agreement.

The CONSULTANT's Project Manager will maintain periodic communication with the CITY's Project Manager and the CONSULTANT's Project Team via informal meetings, telephone discussions and electronic mail.

The CONSULTANT'S Project Manager will prepare and maintain action item and project change lists for significant items of work.

Project Schedule & Updates

Upon consultation with the CITY, the CONSULTANT shall prepare and maintain a project schedule using MS Project 2013 to track progress of the deliverables. The project schedule shall show major and support activities.

Preliminary dates for key milestones/deliverables are:

- | | |
|--------------------------------------------------|----------------|
| 1. CONSULTANT Notice to Proceed | April 15, 2015 |
| 2. Submit 30% Documents | May 8, 2015 |
| 3. Submit 95% Plans, Specifications and Estimate | May 29, 2015 |
| 4. Submit 99% Plans, Specifications and Estimate | June 10, 2015 |

Agreement for Professional Services CSSP1509

April 7, 2015

Exhibit A

Page 3 of 13

5. Submit Final Plans, Specifications and Estimate June 18, 2015

The duration of the reviews by the CITY will be in the project schedule. The deliverable submittal dates and the AGREEMENT completion date are based on timely reviews of deliverables by the CITY. The baseline project schedule will include a one (1) week CITY review period for the 30% and 95% submittals and a two (2) days CITY review period of the 99% submittal.

The CONSULTANT will submit schedule updates to the CITY as needed. Any modifications to the schedule will be agreed to and approved in writing by the CONSULTANT and the CITY. For budgeting purposes, it is assumed that 2 schedule updates will be prepared. The CONSULTANT shall develop strategies/recommendations for keeping the project on schedule and within budget, if changes are required.

The CONSULTANT shall update the project schedule monthly to clearly indicate progress and changes.

Monthly Invoices

Monthly invoices for work completed to date shall be submitted to the CITY. The invoices shall summarize budget, expenditures and percent expended for deliverable tasks during the billing period, and percent expended of overall project elements. Not more than monthly, the CONSULTANT will review and incorporate Subconsultant invoices with the invoices. The CONSULTANT shall provide a sample invoice to the CITY for review and comment prior to submittal of the first invoice on the project.

Project Coordination Meetings

Project coordination meetings shall be conducted on an as needed basis. The CONSULTANT's Project Manager and other team members as appropriate shall be available to attend project coordination meetings. Project progress, project risks, potential changes, schedule impacts, cost issues, and regulatory issues may be discussed. The CONSULTANT shall provide the CITY with an agenda for each progress meeting.

The CONSULTANT shall be responsible for preparing a summary of key issues and action items for all meetings and shall supply the CITY with a copy of the summary. The CONSULTANT shall prepare for, attend, and document (1) kick-off project meeting and up to two (2) project progress meetings with the CITY.

Submittal Review Meetings

The CONSULTANT shall participate in review meetings with the CITY following each submittal, as defined below. Following each meeting, the CITY shall provide to the CONSULTANT their formal review comments. The CITY shall consolidate their comments into a single set of plans and special provisions, so as to facilitate the CONSULTANTS response. If CITY comments are not consolidated into a single set, the CITY shall be responsible for coordinating and resolving any conflicts or discrepancies between multiple comments.

The CONSULTANT shall prepare for, attend, and document up to three (3) review meetings with the CITY following submittal of the 30%, 95% and 99% packages. The CONSULTANT shall incorporate CITY comments into the following submittal package.

Quality Assurance Review

The CONSULTANT shall implement quality assurance procedures to ensure that all project deliverables are subjected to in-house peer reviews prior to submittal to the CITY. These reviews will be conducted under the direction of the CONSULTANT's Project Quality Assurance Manager and Project Manager, and will focus on checking the major design elements with respect to adequacy of response to the specific design challenges, conformance to accepted design practices, and compliance with the CITY's standards.

A quality assurance check shall be used to confirm that the design work and drawing presentation follows the CITY standards and that the work is of professional quality meeting the customary standard of care for the type of work in this locale.

The CONSULTANT shall include with each submittal a response to the CITY's comments generated from the previous submittal, with an indication either directly on the redlined set or in memo form of the actions taken on each comment. The CONSULTANT shall verify all CITY comments on previous submittals have been addressed (or provide written response as to why the changes have not been made). The CONSULTANT shall return with each submittal any agency redlined comments from the previous submittal.

Utility Coordination

The CITY shall prepare and send a notice containing the scope and schedule of the project, and include project plans, to all public and private utility agencies with underground or overhead facilities that may be affected by the project. The CONSULTANT will support the CITY in coordination efforts with utility companies.

Property Owners Coordination

The CONSULTANT will support the CITY in coordination efforts with property owners. It is assumed meetings with property owners will be an informal format and occur as needed during the design of the project.

Deliverables:

- Project Schedule – Baseline schedule and monthly updates
- Progress Meetings – Kick-off meeting and 2 progress meetings
- Submittal Review Meetings
- Responses to CITY redline comments for each submittal

5.2 Data Collection & Review

The CITY shall provide the CONSULTANT with all available data pertaining to this project, including:

- Available CITY-owned utility information;
- Available Record drawings;
- Available existing right-of-way information; and
- Other items to be provided by CITY as defined above.

Key CONSULTANT project personnel shall visit the project site and familiarize themselves with the site conditions and data collected for the project. The CONSULTANT shall obtain photographs for design reference. The base maps shall be field checked by the CONSULTANT to ensure complete and accurate representation of existing conditions. The CONSULTANT shall also field check the design to assure the design fits the conditions in the field. The CONSULTANT will attend up to four (4) site review visits.

After data review above, the CONSULTANT will notify CITY of any additional information or clarification required.

5.3 Surveying, Base Mapping & Right-of-Way

5.3.1 Surveying and Base Mapping

The CONSULTANT will establish horizontal and vertical control points along the corridor and within the project limits described below. The CONSULTANT will recover, field survey, and calculate positions for monuments and control points within the project limits, using the Washington State plane coordinate system. Conventional and/or GPS surveying methods will be used on this project.

Set intermediate horizontal and vertical control, perform topographical survey, and develop base maps within the following project areas:

1. Pioneer Way right-of-way beginning approximately 100' southwest of the center of the Pioneer Way and Kimball Drive intersection and ending approximately 150' northeast of the center of the Pioneer Way and Grandview Street intersection. Right-of-way on Pioneer Way is approximately 60' wide, except southwest of the intersection of Pioneer Way and Kimball Drive, where the right-of-way is approximately 75' wide. Provide topographic survey and base mapping for a distance of approximately 600' on Pioneer Way. The next downstream sanitary sewer manhole on Pioneer Way will also be surveyed.
2. Kimball Drive right-of-way from Pioneer Way and extending approximately 100' southeast of the center of the Kimball Drive and Pioneer Way intersection. Right-of-way on Kimball Drive is approximately 60' wide. The next upstream sanitary sewer manhole on Kimball Drive will also be surveyed.
3. Grandview Street right-of-way from Pioneer Way and extending approximately 100' west and 100' east of the center of the Grandview Street and Pioneer Way intersection. Right-of-way on Grandview Street west of Pioneer Way is approximately 40' wide (including prescriptive rights) and east of Pioneer Way is approximately 58' wide. The next upstream sanitary sewer manhole on Grandview Street will also be surveyed.

Right-of-way widths provided above were scaled from Pierce County GIS and are approximate dimensions. See **Task 5.3.2** below for Right-of-Way Field Surveys.

The CONSULTANT will prepare a 1"=20' topographic base map and digital terrain model (DTM) of the project, within the limits described above. The base map will include building faces, building corners, signs, trees with sizes noted, curbs, sidewalks, ramps, crosswalks, culverts, valves,

hydrants, meters, manholes, catch basins, vaults, utility poles, signal and illumination poles and other surface features (junction boxes and traffic controller service cabinets) within the project limits as described above. One-foot contours will be generated from the DTM. Field survey shall establish existing pavement surface elevations within the limits described above. Profiles of the existing roadway surface will be surveyed along the curb lines/edge of pavement and along the crown line(s).

The CONSULTANT will utilize One-Call locate service to perform subsurface utility marking where possible prior to field survey. The CONSULTANT will perform field survey to locate utility paint marks at approximately 25-ft intervals and angles points for marked sub-surface utilities. The CONSULTANT will also locate surface features (valves, manholes, catch basins, junction boxes, vaults) to delineate the utilities to the full extent of the mapping limits. Irrigation systems will not be included. The CONSULTANT will prepare a utility base map from this information. The CONSULTANT will locate utility paint marks and surface utility features within the project limits as described above.

The CONSULTANT will perform field observations (measure-downs) of existing storm drain catch basins and manholes to determine the approximate size, type (i.e. brick, concrete), and general condition of the structures to confirm suitability for continued use. The approximate size and location of storm drainage pipes will be documented and included in the project topographic basemap. Measure-downs will be performed at sewer manholes within the project area. Measurements will be made from the surface, and no structures or confined spaces will be entered for the purposes of these field observations. The CONSULTANT will obtain Record utility drawings for sub-surface utilities within the project limits, and will use these drawings to perform quality checks against the field located utility paint markings and supplement the utility basemap as needed.

Deliverables:

- 1"=20' scale Base Maps in AutoCAD Civil 3D 2013 format

5.3.2 Right-of-Way Field Surveys

Right-of-Way Field Surveys

The CONSULTANT will perform field surveys to locate controlling section corners, plat monuments, street right-of-way monuments, and property corners to facilitate calculations for section and sub-section lines, parcel lines, and street centerline and right-of-way lines. Monuments or corners to be located and field surveyed may include the following:

- Section Corners
- Side street monuments
- Centerline monuments on Pioneer Way, Kimball Drive and Grandview Street

Records Research and Right-of-Way Calculations

The CONSULTANT will establish the existing right-of-way and permanent roadway easements and centerlines within the project limits as described above for the following streets:

- Pioneer Way

- Kimball Drive
- Grandview Street

The CONSULTANT shall calculate and establish right of way lines using assessor maps, recorded plats, surveys, and deeds. For right-of-way that the CONSULTANT cannot determine with the sources listed above, title reports may be necessary. The CONSULTANT will provide parcel numbers to the CITY for any parcels for which title reports are needed. The CITY shall order, pay for, and provide the CONSULTANT with title reports and supporting documentation as requested by the CONSULTANT.

The CONSULTANT will NOT prepare Permits to Destroy for any monumentation that may be disturbed during construction; it will be the responsibility of the construction surveyor to prepare such permits and obtain approval in advance of the monument destruction.

Deliverables:

- Right of way calculations and supporting documentation
- AutoCAD Civil 3D 2013 file of existing right of way lines and centerlines

5.3.3 Right-of-Way Acquisition Support

The CONSULTANT will prepare legal description and associated parcel map exhibits for right-of-way and/or permanent roadway easement acquisition as described below. Appraisals, acquisition negotiations, preparation of True Cost Estimates (TCE), parcel files, right-of-way certification, and associated coordination are not included in this scope of work but may be added under a future amendment.

The CONSULTANT will prepare Exhibit "A" Legal Description and Exhibit "B" Parcel Map for up to four (4) parcels. Exhibit preparation exceeding four (4) parcels is not included in this scope of work.

Upon review of the public Pierce County GIS, it appears right-of-way acquisition and/or permanent easements may be required of the following parcels:

Tax Parcel No. 0221082243	Owner: Pioneer & Stinson LLC & MP8 Inc.
Tax Parcel No. 0221083135	Owner: David & Carol Stafford
Tax Parcel No. 0221087024	Owner: Pioneer Plaza LLC

Legal Descriptions

The CONSULTANT will identify right-of-way requirements for each parcel within the project limits. The CONSULTANT will prepare a legal description (Exhibit "A") for each parcel affected by partial acquisition or permanent easements.

Parcel Maps

The CONSULTANT will prepare a parcel exhibit map (Exhibit "B") for each parcel affected by partial acquisition or permanent easements.

This scope does not include the preparation of legal descriptions or parcel exhibit maps for temporary construction easements.

Deliverables:

- Preliminary Exhibits "A" and "B" (electronic PDF)
- Final Exhibits "A" and "B" (electronic PDF, 1 original). Final Exhibits will be stamped, signed and dated by a licensed surveyor.

5.4 Stormwater Site Plan

This task involves preparation of design stormwater plans and report for the project. Stormwater design will comply with the City of Gig Harbor Stormwater Management and Site Development Manual.

Minimum Requirement #1: Preparation of Stormwater Site Plans

Prepare a Stormwater Site Plan (SSP) with the required elements described in the City of Gig Harbor Stormwater Management and Site Development Manual Volume 1, Chapter 2. Copies of a draft SSP will be submitted to the City for review. Revisions will be prepared based on one set of consolidated/reconciled comments received from the City. A final SSP will be submitted to the City.

Minimum Requirement #2: Construction Stormwater Pollution Prevention Plans (SWPPP)

This scope of work excludes the preparation of a SWPPP. The Contractor shall be responsible for preparing a SWPPP and updating it during construction.

Minimum Requirement #3: Source Control of Pollution

Identify applicable Source Control BMPs in the SSP for controlling pollutants at their source.

Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls

The SSP will show the project maintaining existing or natural drainage systems and outfalls, in conformance with City of Gig Harbor Stormwater Management and Site Development Manual requirements.

Minimum Requirement #5: Onsite Stormwater Management

The design will address use of stormwater management BMPs to infiltrate, disperse, retain or mimic natural drainage patterns to the maximum extent feasible.

Assumptions:

- Based upon preliminary completion of Figure 2.2 *Flow Chart for Determining Requirements for Redevelopment* from the City of Gig Harbor Stormwater Management and Site Development Manual, the project will not trigger Minimum Requirements #6 through #11. Therefore, this scope does not include work associated with addressing Minimum Requirements #6 through #11. Minimum Requirements #1 through #5 will apply to this project.
- No stormwater improvements and/or modifications are included in the project scope.

Deliverables:

- Draft SSP as part of the 95% PS&E submittal (4 copies)
- Final SSP as part of the 99% PS&E submittal (4 copies)

5.5 WSDOT General Permit

This task involves coordination with WSDOT for a General Permit associated with the following items:

- Temporary construction signage associated with detour and/or traffic impacts during project construction; and
- Traffic signal modifications affecting interconnected traffic signals, as a result of APS upgrades and/or construction impacts to loop detection. All work under the **TENW** scope to support a WSDOT general permit, included coordination, construction traffic control plans and traffic signal modification plans.

Assumptions:

- No permit or coordination will be required by/with WSDOT for the geotechnical borings.
- The CITY will set up a JA account with WSDOT and is responsible for all review and permit fees.
- A Plan for Approval (PFA) will not be required.

5.6 Preliminary Design (30% Design Package)

The 30% Design includes preliminary plans and estimate.

Preliminary Plans will include the following elements, at a minimum:

- Topographic survey and right-of-way
- Roadway horizontal alignment and stationing
- Overall profile of existing roadway
- Typical roadway cross-section
- Preliminary layout of curb ramps
- Sanitary sewer plan layout (manholes, pipes) labeling preliminary pipe slopes and sizes

Prepare conceptual quantities and estimates of probable construction cost.

Deliverables:

- 30% Submittal will include:
 - Estimate (electronic PDF, 4 copies)
 - Preliminary Plans (electronic PDF, 1 full size plot, 3 half size plots)
 - Plans from **TENW** scope (electronic PDF, 1 full size plot, 3 half size plots)
 - Preliminary traffic control plans
 - Preliminary traffic signal modification plans for APS upgrades

5.7 Final Construction Documents (95%, 99%, Final Design)

Prepare 95%, 99% and final design plans, specifications, and estimate of probable construction cost for sanitary sewer system, roadway and traffic signal modifications.

Plans

In addition to the elements included at the 30% design, plans will include the following elements:

- Incorporate CITY review comments
- Title sheet including project title and number, sheet index, and Agency officials.
- Standard legend and symbols
- Temporary erosion and sediment control (TESC)
- Demolition
- Curb ramp design (1"=5')

- Sanitary sewer design, including plan and profile, and details
- Typical roadway sections (showing sanitary sewer trench and pavement restoration)
- Paving plans and details
- Channelization plans and details
- Plans from **TENW** scope
 - Traffic control plans
 - Traffic signal modification plans
 - Traffic signal wiring diagrams
 - Traffic signal plan schedules, notes, pole chart and details

Estimate of Probable Construction Cost

Prepare estimate of probable construction costs based upon the final construction plans, bid item quantities, and current unit bid prices. The CITY will provide copies of bid summary tabulations from recent CITY utility and/or transportation projects to assist in establishing current unit bid prices.

Contract Provisions

Prepare Contract Provisions ("Specifications") for the project. These will include Special Provisions for the items of work which are not covered by the 2014 *WSDOT/APWA* Standard Specifications, including any CITY general requirements, and bid and contract forms. The CITY will furnish Contract Provisions (Specifications) "boilerplate" and provide at least two examples of Specifications from other City projects.

Deliverables:

- 95% and 99% PS&E Submittal will include:
 - Contract Plans (electronic PDF, 1 full size plot, 3 half size plots)
 - Engineer's Estimate (electronic PDF, 4 copies)
 - Contract Provisions (electronic PDF, 4 copies)
 - SSP per **Task 5.4** (4 copies)
 - Geotechnical Report (per **GeoResources** scope)

- Final PS&E Submittal will include:
 - Contract Plans (electronic PDF, 1 full size plot)
 - Engineer's Estimate (electronic PDF, 1 original, electronic MSExcel file)
 - Contract Provisions (electronic PDF, 1 original unbound, electronic MSWord files)
 - Plans, Estimate and Contract Provisions will be stamped, signed and dated by a licensed P.E.

5.8 Assistance during Bidding

The CONSULTANT shall assist the CITY in answering bidder questions during bid period as requested by the CITY. Any questions that were a result of error or omission in the advertised contract plans and specifications, as provided by the CONSULTANT, shall be addressed by the CONSULTANT at no charge to the CITY.

The CONSULTANT will prepare up to one (1) 2- to 3-page addendum if modifications to the contract documents are deemed warranted by the CITY during the bidding process. Any addenda that were a result of error or omission in the advertised contract plans and specifications, as provided by the CONSULTANT, shall be addressed by the CONSULTANT at no charge to the CITY.

Assumptions:

The CITY will advertise for bids, distribute plans and specifications, review bids for accuracy, and prepare the bid summary tabulation. The CITY will field all calls from bidders with questions during the bidding process. It is assumed that a pre-bid conference will not be held for the project.

Deliverables:

- Response to bidder's questions
- Addenda

5.9 Construction Support Services

All work performed by Subconsultant **TENW** for Construction Support Services are not included in this task and are instead included in **TENW's** scope.

Assumptions:

Daily inspection services will be CITY provided. Materials testing is not included in this scope of work. Construction staking is not included in this scope of work.

5.9.1 Construction Support

The CONSULTANT shall provide construction support services during a construction period not to exceed six (6) weeks as requested by the CITY. For budgeting purposes, a total of 23 hours has been allocated for construction support services. CONSULTANT construction support services may include:

- Attend the preconstruction conference.
- Coordination with the CITY, contractor, adjacent property owners, utility companies, and other project stakeholders.
- Attend up to two (2) on-site construction meetings.
- Research contract documents and prepare written responses for up to three (3) Requests for Information (RFI's). Any RFI's that were a result of error or omission in the advertised contract plans and specifications, as provided by the CONSULTANT, shall be addressed by the CONSULTANT at no charge to the CITY.
- Review up to five (5) submittals for compliance with the information required by the contract documents.
- All construction support services set forth in the TENW scope.
- Other additional construction support services as requested by the City.

Deliverables:

- Attendance at Preconstruction Conference
- On-site Construction Meetings
- Responses to Requests for Information
- Submittal Review

5.9.2 Survey for Record Drawings

The CONSULTANT shall survey the following items for incorporation into the record drawings in **Task 5.9.3** below:

- Sewer manholes – horizontal location and invert elevations of pipes

5.9.3 Record Drawings

The CONSULTANT shall provide record drawings per City of Gig Harbor requirements. The CITY shall provide inspector's reports and records, as required and redlined markups of the construction drawings. The CONSULTANT will prepare electronic changes to the drawings in AutoCAD 2013 with all external references bound.

The CONSULTANT will submit a draft of the record drawings to the CITY for review. The CONSULTANT will submit the draft record drawings within six (6) weeks of receiving redline markups of construction drawings. The CONSULTANT shall submit the final record drawings within three (3) weeks of receiving comments from the CITY on the draft record drawings.

Deliverables:

- Draft record drawings (1 full size plot, electronic PDF)
- Final record drawings (1 full size mylar plot, electronic PDF, CAD drawings of record drawings in AutoCAD 2013 format)

6.0 Management Reserve

This task has been established to provide a resource for the CITY to utilize when out of scope items are needed to allow the project to proceed in a timely fashion. Written authorization from the CITY is required for the Management Reserve funds.



March 31, 2015

Exhibit A-1

SCOPE OF SERVICES

City of Gig Harbor – Pioneer Way Sewer Main Replacement Kimball Drive to Grandview Street Project (CSSP-1509)

The proposed scope of work includes Traffic Signal Modification and Traffic Control design and construction document preparation for the project. The following provides tasks and deliverables. Documents will be prepared per WSDOT Local Agency Guidelines (LAG) standards, as well as City of Gig Harbor standards. The final deliverable will be approved construction plans and specifications. Three comment review rounds are assumed (4 total submittals at approximate 30%/95%/99%/100% levels).

The scope of improvements is assumed as follows:

- Modification of the existing Pioneer Way/Kimball Drive and Pioneer Way/Grandview Street traffic signals as a result of sewer line installation, including APS pedestrian upgrades.
- Temporary Construction Traffic Control associated with geotechnical investigative scope of work and sewer main replacement/construction.

Task 1 – Meetings and Coordination

Budget = \$3,000

- Scope: TENW will coordinate with the project team and will attend site meetings, project team meetings, and agency coordination meetings throughout the review and approval process. Four total meetings/site visits are assumed.
- Deliverables/Tasks:
 - Meeting Attendance, Meeting Summary Notes.

Task 2 – Traffic Signal Modifications

Budget = \$13,930

- Scope: TENW will prepare Traffic Signal Modification Plans, associated with loop detector replacement and upgrade of existing signal equipment to current accessible pedestrian signal (APS) standards at the existing Pioneer Way/Kimball Drive and Pioneer Way/Grandview Street traffic signals, including pedestrian heads, placement of poles, conduit, junction boxes, general wiring, and other associated elements.
- Deliverables:
 - Traffic Signal Modification Plans (Pioneer Way/Kimball Dr, Pioneer



March 31, 2015

- Way/Grandview St)
 - Traffic Signal Wiring Diagrams
 - Traffic Signal Plan Schedules, and Notes
 - Traffic Signal Pole Chart
 - Traffic Signal Details

Task 3 – Temporary Construction Traffic Control

Budget = \$5,940

- Scope: TENW will prepare Construction Traffic Control documents for Geotechnical design investigation (explorative brings) as well as Sewer Line construction. Plans will reflect various work zone scenarios, including flagger/officer controlled signalized intersection closure plans, and pedestrian closure/detour plans.
- Deliverables:
 - Traffic Control Plans (4 sheets/scenarios assumed)

Task 4 – Specifications and Estimate

Budget = \$2,060

- Scope: TENW will prepare technical specifications, and engineer's estimates in support of the project.
- Deliverables:
 - Specifications – (Word document – Special Provisions to sections 8-20 and 9-29 of the WSDOT Standard Specifications)
 - Engineer's Estimate (Excel Spreadsheet)

Task 5 – Construction Support

Budget = \$2,120

- Scope: TENW will provide Construction Support services during the construction process. Services provided are listed below. These services may be subject to change depending on specific needs from the contractor and/or unforeseen site conditions.
- Deliverables/Tasks:
 - Pre-con attendance
 - Materials Submittal Review
 - Response to RFI (2 assumed)
 - General coordination/assistance
 - As-builts



March 31, 2015

COST ESTIMATE

The total cost to complete the tasks described above is \$27,550. We will keep you informed of our budget status and project progress. We will work with you to adjust our scope and budget should additional work outside the above scope be required.

Labor	= \$27,050.00
<u>Reimbursable Expenses</u>	= <u>\$500.00</u>
TOTAL	= \$27,550.00

Work will not be performed outside the current budget without your prior authorization. This scope and budget is valid for six months from the date of this proposal. If work is not commenced within six months, a new scope and budget may be required.

ASSUMPTIONS/EXCLUSIONS

The following assumptions and exclusions were made in the preparation of this scope of services:

- Changes to the scope of improvements as described above may require additional scope and fee.
- Civil Improvements Plans including sidewalk, drainage, grading, paving, TESC, etc. are provided by others.
- A topographic survey of existing conditions in the area, including all necessary information for design purposes are provided by others. The survey will include existing edges of pavement, roadway centerlines, channelization, sidewalks, driveways, curbs, utilities (above and below ground), right-of-way, easements, elevations, and all other elements of a typical complete topographic survey.
- City of Gig Harbor will provide consultant team their standard specification template, titleblock and plan sheet format for use on this project.
- City of Gig Harbor will set up a JA account with WSDOT and will provide all review and permit fees.

TENW Project Name: Pioneer Way Sewer Replacement
 TENW Project No.

CTB
 3/31/2015

TASK	TOTALS HOURS/ DOLLARS	Principal \$190.00	Design Manager \$180.00	Project Engr II \$130.00	Design Engr II \$110.00	Tech Support \$75.00
TENW Design						
Task 1 Admin, Mtgs, subs coord	18 \$ 3,000.00	1 \$190.00	12 \$2,160.00	5 \$650.00	0 \$0.00	\$0.00
Task 2 Traffic Signal Plans	109 \$ 13,930.00	1 \$190.00	18 \$3,240.00	30 \$3,900.00	60 \$6,600.00	\$0.00
Task 3 Traffic Control Plans	48 \$ 5,940.00	0 \$0.00	6 \$1,080.00	12 \$1,560.00	30 \$3,300.00	\$0.00
Task 4 Specs & Estimates	16 \$ 2,060.00	0 \$0.00	2 \$360.00	8 \$1,040.00	6 \$660.00	\$0.00
Task 5 Construction Support	15 \$ 2,120.00	0 \$0.00	5 \$900.00	6 \$780.00	4 \$440.00	\$0.00
	0 \$ -	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
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	0 \$ -	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
	0 \$ -	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00
TOTALS	206 \$27,050.00	2 \$380.00	43 \$7,740.00	61 \$7,930.00	100 \$11,000.00	0 \$0.00
TENW Labor Total	\$27,050.00					
Reimbursables =	\$500.00					
Grand Total	\$27,550.00					



SCHEDULE OF BILLING RATES 2015

Hourly Rate

Principal.....	\$190
Design Manager.....	\$180
Senior Project Manager.....	\$150
Senior Design Engineer.....	\$150
Project Engineer II.....	\$130
Project Engineer I.....	\$125
Design Engineer II.....	\$110
Design Engineer I.....	\$105
Technical Support.....	\$75

Reimbursable and Subconsultant expenses shall include a 10% Markup.

Exhibit A-2

GeoResources, LLC

5007 Pacific Hwy. E, Suite 16
Fife, Washington 98424-2649

Ph.253-896-1011
Fx.253-896-2633

March 23, 2015

Contour Engineering, LLC
P.O. Box 949
Gig Harbor, Washington 98335
(253) 863-0565

Attention: Ms. Leah Dunsdon, PE

Proposal for Geotechnical
Engineering Services
Pioneer Way Sewer Replacement Project
Kimball Drive to Grandview Street
Gig Harbor, Washington
Prop No: ContourEng.PioneerWay.P.doc

INTRODUCTION AND SCOPE

We are pleased to submit this proposal for geotechnical engineering services for the proposed sanitary sewer replacement project along Pioneer Way, between Kimball Drive and Grandview Street, in Gig Harbor, WA.

The section of sewer pipe being evaluated extends from MH 4-46 north to MH 4-44. We understand that one of the man-holes and at least one section of the pipe has settled. Based on as-built information provided by Contour Engineering, the sewer line in this area varies from about 9 to 11 feet below road grade.

The purpose of our services is to evaluate the surface and subsurface conditions along the section of sewer line that will be replaced, as a basis for evaluating the geotechnical feasibility and providing geotechnical recommendations and design criteria for the project development. Specifically, the scope of services for this project will include the following:

1. Conducting a geologic reconnaissance of the site area;
2. Exploring the subsurface conditions along the alignment by drilling two borings along the section of sewer pipe being evaluated;
3. Addressing the appropriate City of Gig Harbor public works standards;
4. Providing geotechnical recommendations for site grading including site preparation, subgrade preparation, fill placement criteria, suitability of on-site soils for use as structural fill, temporary and permanent cut and fill slopes, and drainage and erosion control measures;
5. Review of the standard City's flexible pavement design for utilities; and
6. Recommendations for additional services, as warranted.

SUBSURFACE EXPLORATIONS

As stated, we propose to explore surface and subsurface conditions by drilling two borings at selected locations along the sanitary sewer trench alignment. We propose to drill borings to depths of 20 feet below existing grades, which would be about

9 to 10 feet below sewer pipe invert elevations. The exact locations will be determined in conjunction with GeoResources, Contour Engineering, and the City of Gig Harbor based on traffic impact and underground utility constraints.

Our borings will be drilled with a trailer-mounted, hollow-stem auger drill rig operated by a licensed drilling contractor working for GeoResources, LLC. Throughout the drilling operation, soil samples will be obtained at 2½- or 5-foot depth intervals by driving split-spoon samplers in accordance with the Standard Penetration Test procedure (ASTM:D-1586). A geologist from our office will continuously observe the borings, log the subsurface conditions, collect representative soil samples, and transport all samples to our laboratory for further visual examination and testing. After drilling, each borehole will be backfilled with bentonite chips, as required by the Washington State Department of Ecology.

Before drilling, GeoResources, LLC will mark the proposed boring locations and request the local utility locating service to mark any underground utilities at each exploration location. Additional assistance from the City may be needed for any private utilities or services. After the utility locates are completed, we will return to the site with Contour Engineering and the City to verify that the boring locations are clear of utility conflicts or if they need to be moved. On the day of drilling, we assume that our equipment and crew will be given ready access to the work locations and that any necessary rights-of-entry issues will have been obtained in advance by you.

Because our borings will be drilled in the existing roadway, temporary traffic control and flagging services will be required. We understand that the traffic consultant, Traffic Engineering NW, will prepare a temporary traffic plan. We will hire RCE Traffic Control Services from Port Orchard, Washington, to provide all traffic control services during our drilling program.

Because we will be working for the City, we do not anticipate that an actual right-of-way permit will be required, however, we will have the City review the temporary traffic control plan prior to beginning our field work.

GEOTECHNICAL LABORATORY TESTING

We propose to conduct a series of geotechnical laboratory tests on selected soil samples obtained from our explorations in order to evaluate the engineering and index properties of the site soils. These tests will include moisture content determinations, grain size analyses, proctor tests, and CBR tests, as deemed necessary and appropriate. We propose to perform 4 to 6 moisture contents, 2 to 4 sieves, and one proctor sample on representative soil types. We normally store all samples for about 30 days after testing has been completed and then discard them, unless prior arrangements are made for long term storage.

SCHEDULE AND BUDGET

We estimate that we can begin our subsurface explorations within two weeks of receiving our notice to proceed, contingent upon subcontractor availability. We anticipate that field work will require less than one full day, with subsequent laboratory testing will require an additional 5 days. A draft report will then be available within one week of completion of our laboratory testing. If necessary, preliminary design criteria can be provided in a memo format shortly after completing the field work/explorations. This will allow the design team to proceed while we finalize our report.

The professional services listed above will be provided in accordance with our current Fee Schedule and General Conditions, copies of which are attached and parts of this proposal. Copies of these schedules are attached. Using these rates, we estimate that we can complete the aforementioned scope of work within the budget shown below.

<u>Geotechnical Engineering Report</u>	<u>Cost</u>
Drilling Contractor (2 borings to 20 feet)	\$2,328
Flagging/Traffic Control	\$1,181
Field engineering and transportation.....	\$991
Laboratory testing	\$575
Geotechnical research, analysis, and report preparation	\$2,090
SubTotal Geotechnical Costs	<u>\$7,165</u>
<u>Supplemental Items</u>	<u>Cost</u>
Project Manager post-report services.....	\$725
Total Geotechnical Costs	<u>\$7,890</u>

If adverse conditions arise during our evaluation, we will inform you as soon as possible and will perform no work beyond the authorized scope without your written approval.

POST REPORT SERVICES

After completion of our final report, we will be available for consultation regarding the geotechnical and hydro-geological aspects of the project. This typically involves written correspondence, telephone conversations, and meetings with the owner and design team; supplemental analyses due to design changes; and preliminary or informal reviews of design details, plans, and specifications. As outlined above we anticipate that 5 hours of involvement by our project manager would accommodate the basic project needs and some of the supplemental design needs.



CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding the scope of work or budget of this proposal, please call. Authorization to proceed may be indicated by returning one copy of the proposal signed in the space provided below or attaching this proposal to your standard subconsultant agreement.

Yours very truly,
GeoResources, LLC



Keith Schembs, LEG
Principal

Dana C. Biggerstaff, PE
Senior Geotechnical Engineer

You may authorize the above services and budget by signing below and returning one copy, or your preferred method of authorization.

The services described above are
Authorized by:

Signature of Responsible Party

Print Name & Date

Please Return One Signed Copy of This Agreement For Our Files

GeoResources, LLC
5007 Pacific Hwy E, Ste 16
Fife, WA 98424
Phone: 253-896-1011
Fax: 253-896-2633

GeoResources, LLC

2015 Schedule of Charges

COMPENSATION

Our compensation will be determined on the basis of time using the following schedule, unless a Lump Sum amount is indicated, and job related expenses in accordance with the proposal or services agreement. Current staff rates are as follows:

Expert Witness	\$210/hour
Principal	\$150/hour
Senior Geologist/Senior Engineer	\$120/hour
Staff Geologist/Engineer	\$90/hour
Senior Technician	\$65/hour
Technician	\$55/hour
Support Staff	\$45/hour
Mileage	\$0.565/mile

All rates are subject to change upon notification. Contracted professional and technical services will be charged at the applicable hourly rates listed above. Time spent in either local or inter-City travel when travel is in the interest of this contract will be charged in accordance with the foregoing schedule. When traveling by public carrier a maximum charge of eight hours per day will be made.

LABORATORY TESTING UNIT RATES

All geotechnical laboratory testing will be completed on a unit price basis as shown below:

Moisture Content (ATSM D:2216)	\$20/each
Proctor Test (ASTM D:1557)	\$225/each
Atterberg Limits (ASTM D:4318)	\$150/each
Sieve (ASTM D:6913)	\$115/each
Sieve w/ Hydrometer	\$200/each
Sand Equivalent (ASTM D:2419)	\$80/each

Any test not listed above will be subcontracted to another testing lab and charged out at their rate plus 15 percent.

OTHER SERVICES SUPPLIES AND SPECIAL TAXES

Charges for subcontracted services, equipment, supplies and facilities not furnished in accordance with the above schedule and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling or excavation equipment, construction equipment, watercraft, aircraft and special insurance, which may be required. Taxes and or fees required by local jurisdictions for projects in specific geographic areas will be charged to project at direct cost.

5007 Pacific Highway East, #16
Fife, Washington 98424
Ph: (253) 896-1011
Fx: (253) 896-2633

GeoResources, LLC

General Conditions

GeoResources, LLC works to meet the needs of each client, and to develop and maintain long-term relationships based upon open communication, mutual trust and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is required toward that end. Ultimately, this provides a significant level of protection for each client and/or partner. The following General Conditions have been developed with this in mind.

INTEGRATION: The Agreement letter together with these General Conditions comprise the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties. There are no terms or conditions that are not expressed in this Agreement.

STANDARD OF CARE: GeoResources, LLC will perform its professional services in accordance with that degree of care and skill ordinarily exercised by similarly qualified geo-science professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS: The client is responsible to provide to GeoResources, LLC a description of the property, its location, the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work, as well as the nature of location of any known or suspected hazardous materials that may exist on the property. The Client agrees to defend and hold GeoResources LLC, its owners, employees, subcontractors and agents harmless from any damage to subterranean structures known by client to exist which are not specifically identified to GeoResources LLC. Client agrees that any hazardous or dangerous materials, including asbestos, present at the work site prior to and during the performance of this Agreement were not generated, transported, stored or disposed of by GeoResources LLC.

SITE ACCESS/RIGHT OF ENTRY: The Client must advise GeoResources LLC, prior to commencement of our services of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain written permission for right-of-entry for the purpose of accomplishing our services and provide a copy of such to GeoResources LLC. Unless otherwise stated, it is the client's responsibility to notify any owners, tenants, or lease holders of the work to be performed and schedules of said work.

SURFACE AND SUBSURFACE DISTURBANCE: GeoResources LLC will take reasonable precautions to minimize surface and subsurface disturbance. In the normal course of exploratory work some disturbance will likely occur, the restoration of which is not part of this Agreement, unless specifically provided for in the scope of services and budget.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS: Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoResources LLC. Because the data, interpretations, conclusions, and opinions of GeoResources LLC and/or its employees are based solely on the information available to GeoResources LLC, limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of site conditions, despite the use of due professional care.

The discovery of unanticipated conditions or hazardous/dangerous materials constitutes a changed condition mandating appropriate renegotiations of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoResources LLC to take immediate measures to address health and safety. GeoResources LLC shall notify Client as soon as practically possible should hazardous or dangerous materials be encountered. Client agrees to compensate Geo Resources LLC for the additional cost of services necessary to protect the health and safety of the public and GeoResources LLC employees and/or subcontractors.

INDEMNIFICATION: To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless GeoResources LLC, its owners, employees, subcontractors and agents, from any and all liability, loss, costs, damage or expenses (including attorneys' fees and costs) arising out of or in connection with GeoResources LLC reports or recommendations concerning this Agreement, presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances, dangerous materials, or pollutants on or from the project property. This indemnification will not apply to claims, damages, losses or expenses to the extent that they are caused by negligent acts by GeoResources LLC under this Agreement or if new pollutants are introduced solely by GeoResources LLC.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES: The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend and hold GeoResources LLC and its owners, subcontractors, and agents harmless from government or other third party action taken from Client's failure to comply with hazardous or dangerous substance release reporting requirements.

JOB SITE CONDUCT/SAFETY: GeoResources LLC will be responsible for its professional activities on the job site. This will not relieve the Client, Owner, and Subcontractor or construction contractors of their obligation to maintain a safe job site. Neither GeoResources LLC professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

SOIL SAMPLE RETENTION AND DISPOSAL: Non-hazardous soil samples will be discarded 30 days after they are obtained unless prior arrangements are made to store or deliver the samples. Soil samples containing hazardous materials that are regulated under federal, state or local environmental laws will be returned to the Client or appropriately disposed of, at the Client's expense, unless other written arrangements have been made.

INSTRUMENTS OF SERVICE: Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoResources LLC as instruments of service shall remain the property of GeoResources LLC. GeoResources LLC will retain pertinent records relating to the services performed for a period of ten years following submission of the report. Copies of the instruments of service will be made available to the Client on request for a reasonable fee. Reuse of any instruments of service by the Client on extensions of this project, or on other projects, or otherwise outside the scope of this Agreement, without GeoResources LLC written permission will be at the Client's risk. Client agrees to defend, indemnify and hold harmless GeoResources LLC from any claims, damages and expenses arising out of such reuse.

GeoResources, LLC

BILLING AND PAYMENT: Consultant shall submit invoice(s) to Client for this Project by the 30th day of the month, in a timely manner so as to be included in Client invoice(s) to the Owner. Consultant shall receive payments from Client only in amounts allowed to Client by Owner on account of Consultant's work, and only to the extent of Consultant's interest therein, less any deductions or offsets allowed to be deducted under this agreement or by law. In any event, no payment, including payment of retention or other compensation to Consultant for work hereunder, shall be due Consultant from Client unless and until Client has received such payment from Owner. Client shall pay Consultant within 10 days of receiving payment from Owner. Any interest or extra payments made by Owner to Client for Client invoice(s) that include Consultant's work shall be prorated divided between Client and Consultant. Should additional Consultant work be added beyond that in Exhibits A, B, and C, and in the event one or more of Consultant's invoices remains unpaid after sixty (60) days from the date of the invoice(s), Consultant shall have the right to cease performance of services. Consultant will not incur any liability for damages of any type or nature due to any delay resulting from justifiably stopping performance of service due to the failure of Client to pay for Consultant services rendered. In the event Consultant brings legal action against Client for unpaid invoice amounts, the prevailing party shall be entitled to recover lien fees, attorney's fees, court costs, arbitration costs and other related expenses.

TERMINATION OF SERVICES: This Agreement may be terminated by either party upon at least seven- (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms and conditions through no fault of the terminating party. Such termination shall not be effective if the failure has been remedied before expiration of the period specified in the written notice. In the event that the Client requests early termination of our services, GeoResources LLC reserves the right to complete such analyses and records as are necessary to place its files in order and to complete a report on the services performed to date. Charges for these termination activities shall be in addition to all charges incurred up to the date of termination.

INSURANCE: GeoResources LLC maintains Workers' Compensation and Employer's Liability Insurance as required by state laws. GeoResources LLC also maintains comprehensive general, auto and professional liability insurance, certificates of which are available on request.

LIMITATION AND LIABILITY: Non-professional Liability Claims: In the performance of this Agreement and subject to the limits, terms and conditions of property damage and public liability coverage, GeoResources LLC agrees to indemnify and hold Client harmless from GeoResources LLC proportional share of liability resulting from its negligence or breach of contract compared to that of other persons or entities which results in damage to Client. GeoResources LLC shall not be responsible for any loss, damage, or liability beyond the amounts, limits, coverage or conditions of its insurance coverage on the date the claim is made. GeoResources LLC shall not be responsible for Client's negligence nor the negligence of third parties.

Professional Liability Claims: In consideration of relative opportunities for financial reward from this project for the parties to this Agreement, Client agrees that the maximum aggregate amount of its recovery from GeoResources LLC due to any and all claims of professional negligence and breach of contract arising out of any incident shall be limited to the amount of GeoResources LLC fee for the services provided under this Agreement, unless a higher limit with commensurate compensation is specifically negotiated.

CONSEQUENTIAL DAMAGES: GeoResources LLC shall not be liable for consequential damages, including loss of use or loss of profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty or negligent act, error or omission, whether professional or nonprofessional.

DISPUTES: Any dispute, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be referred to mediation, if practical, and, if not, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, unless the parties mutually agree otherwise. The law of the State of Washington will govern the validity and execution of this Agreement and the disposition of any claims related to this Agreement. The prevailing party in any arbitration or litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees, legal costs, and other claim-related expenses.

TIME BAR TO LEGAL ACTION: Legal actions by either party against the other for breach of this Agreement, or for failure to perform in accordance with the applicable standard of care, shall be barred three years after the time Claimant knew or should have known of any damage, or six years after substantial completion of GeoResources LLC services, whichever is earlier.

ASSIGNS: Neither the Client nor GeoResources LLC may delegate, assign, sublet or transfer the duties, interests or responsibilities set forth in this Agreement to other entities without the written consent of the other party.

SURVIVAL: These terms and conditions shall survive the completion of the services under the Agreement and the termination of the Agreement for any cause.

SEVERABILITY: Any element of this Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoResources LLC shall in good faith attempt to replace any invalid or unenforceable provisions with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provisions.

GeoResources, LLC

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Optional Items:

Signed by: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
CONSULTANT FEE SUMMARY

Project: City of Gig Harbor
Project CSSP1509, Pioneer Way Sewer Main Replacement, Kimball Street to Grandview Street
Date: April 8, 2015

	Brett Allen, PE	Leah Dunsdon, PE	Jeremy Haug, PE	Steve Woods, PLS			Kyle M. or Mike G.	Jeff K. or Thomas R.	Lei Paaaina	Task Totals	
	Principal	Project Manager	Project Engineer	Licensed Land Surveyor	Survey Crew (3-Person)	Survey Crew	Design Engineer	Surveyor Technician	Admin. Assistant		
Hourly Rates	\$ 145.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 225.00	\$ 175.00	\$ 90.00	\$ 85.00	\$ 45.00		
Task 5.1 Project Management and Coordination	10	44	26	6			8		16	\$ 12,010.00	
Task 5.2 Data Collection & Review	1	8	6	4			8	3	4	\$ 3,460.00	
Task 5.3 Surveying, Base Mapping & Right-of-Way		6	4	20	16	8	4	24		\$ 11,000.00	
Task 5.4 Stormwater Site Plan		2	2				8		2	\$ 1,290.00	
Task 5.5 WSDOT General Permit		4	2							\$ 720.00	
Task 5.6 Preliminary Design (30% Design Package)	4	12	10				45		4	\$ 7,450.00	
Task 5.7 Final Construction Documents (95%, 99%, Final)	6	60	48				104		12	\$ 23,730.00	
Task 5.8 Assistance during Bidding	1	3	1						4	\$ 805.00	
Task 5.9 Construction Support Services	1	20	12	1	4		8	1		\$ 5,810.00	
Total Tasks	Hours	23	159	111	31	20	8	185	28	42	Total
										\$ 66,275.00	
Expense Reimbursements											
Materials and Supplies		\$ 250.00	x 10% =	\$ 275.00							
Total Expense Reimbursements										\$ 275.00	
Subconsultants											
TENW		\$27,550.00	x 0% =	\$27,550.00							
GeoResources		\$ 7,662.00	x 0% =	\$ 7,662.00							
Total Subconsultants										\$ 35,212.00	
Grand Total - Estimated Fee										\$ 101,762.00	
Task 6.0 Management Reserve (Additional Services as directed by the City)										\$ 15,000.00	

Agreement for Professional Services CSSP1509
March 31, 2015
Exhibit B
Page 1 of 2



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and 1st reading of Six Month interim ordinance allowing for a Solar Demonstration Project in the C-1 zone abutting the waterfront.

Proposed Council Action: Hold public hearing and first reading of ordinance.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel - AICP
Senior Planner

LS

For Agenda of: April 13, 2015

Exhibits: N/A

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

dg 4-8-15
RW 4/8/15
via email 4/7
N/A
JK 4/7/15

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The Planning Department was approached by the Harbor History Museum and Peninsula Light Company regarding the siting of a community demonstration project for solar. The request would require a six-month interim ordinance to allow one demonstration project in the C-1 zoning district along the waterfront and exempting solar panels from design review and height requirements.

On March 9, 2015 the City Council directed staff to return with a draft ordinance for public hearing and consideration.

The interim regulations exempt solar panels from design review and height requirements for a six month period.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee was presented with the request at their March 2nd meeting and made a recommendation to have a full presentation with the interested parties in front of council on March 9th.

RECOMMENDATION / MOTION

Bring back for second reading on April 27, 2015.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING INTERIM ZONING REGULATIONS TO ALLOW FOR THE INSTALLATION OF COMMUNITY SOLAR WITHIN THE CITY OF GIG HARBOR; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

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

WHEREAS, the Harbor History Museum and Peninsula Light desire to install a community solar demonstration project within the City of Gig Harbor; and

WHEREAS, the community solar project will demonstrate a commitment to community education and environmental stewardship by the City, Peninsula Light and Harbor History Museum; and

WHEREAS, community solar contributes to the Harbor History Museum's educational mission; and

WHEREAS, the original Peninsula Light substation was sited at the existing location of the Harbor History Museum; and

WHEREAS, solar electric is a proven, cost effective resource that is underutilized on the Gig Harbor Peninsula; and

WHEREAS, given that the C-1 zoning district along Harborview Drive is the most intense commercial zoning in the view basin and the area serves as the northwest entrance to downtown Gig Harbor, the City Council feels that a community solar installation is appropriate for the area; and

WHEREAS, grant funding has been acquired by Peninsula Light and is contingent upon project completion by mid-2015; and

WHEREAS, installation of the panels would require exemption from design review and height standards for the project to be complete by mid-2015; and

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

WHEREAS, the Gig Harbor City Council has determined that the adoption of interim zoning regulations is necessary for community solar, to allow the use on existing developed areas in the C-1 zoning district along Harborview Drive; and

WHEREAS, interim land use controls may be effective for up to six months pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the text amendment proposal on April 1, 2015; and

WHEREAS, the Gig Harbor City Council considered the ordinance at first reading and public hearing on April 13, 2015; and

WHEREAS, on April 27, 2015, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

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

Section 2. Purpose. The purpose of this interim zoning ordinance is to enact minimum zoning regulations for community solar demonstration project to ensure the opportunity to utilize funding available.

Section 3. Definitions.

- A. "Community Solar" means a fully operational solar electric collection system, sited in a highly visible area, established in coordination with Peninsula Light Company and the Bonneville Environmental Foundation.

Section 4. Interim Zoning Regulations.

- A. **Zoning Districts.** Community Solar is allowed in the C-1 zoning district parcels abutting the waterfront.
- B. **Exemptions.** Community Solar projects are exempt from height and performance standards in GHMC 17.40.100 and 17.50.060 and design review standards found in GHMC chapters 17.98 and 17.99.

Section 5. Duration of Interim Zoning Regulations. The interim regulations adopted by this ordinance shall remain in effect for six months from the effective date of this ordinance and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 6. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 7. 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 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of April, 2015.

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: Public Hearing and First Reading of Ordinance – Waterfront Millville Restaurant 2 and 3 Uses.

Proposed Council Action: Hold public hearing, consider testimony, and provide staff direction on the final ordinance for second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Planning Director

JK

For Agenda of: April 13, 2015

Exhibits: Draft Ordinance, Map, Planning Commission Recommendation, Application Materials, Staff Analysis, Public Comments

Initial & Date

Concurred by Mayor:

JB 4-8-15

Approved by City Administrator:

RW 4/8/15

Approved as to form by City Atty:

email 4/7/15

Approved by Finance Director:

N/A

Approved by Department Head:

JK 4/8/15

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

In May 2014, Gig Harbor Marina Inc., a property owner in the Waterfront Millville zoning district, requested a zoning code amendment to allow Restaurants 2 and Restaurants 3 uses as a conditional use in the portion of the Waterfront Millville zoning district southeast of and including Susanne’s Bakery & Deli.

This amendment was first considered by the Council at a public hearing on February 23rd, 2015. At that public hearing, the Council considered an ordinance based on the Planning Commission’s recommendation. After the public hearing, the Council decided to hold a joint meeting with the Planning Commission, applicant and staff to further discuss the proposed amendment.

After the joint meeting and continued conversation at a Council meeting, the City Council amended the proposal to add the following performance standards:

1. Hours of Operation: Opening time no earlier than 6:00am and a last seating of customers no later than 9:30pm.
2. Bar Area: Limit any bar area in a Restaurant 1 and 3 use to 40% of the customer space.
3. Food Smells: Require state-of-the-art equipment be installed to limit the emission of food smells from Restaurant 2 and 3 uses.

In addition, the City Council requested that the ordinance be written so there was an option to further reduce the subject area to that area southeast of and including the existing Bayview Building. This option has been provided in Sections 1 and 2 of the attached ordinance. After the public hearing, the Council will need to provide staff direction on which option to include for the second reading of the ordinance.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held work-study sessions on this amendment on November 6th, 2014, December 4th, 2014, December 18th, 2014 and January 15, 2015. A public hearing was held on November 20th, 2014; and,

On December 18, 2014, the Planning Commission recommended denial of the amendment on a vote of 2 to 1. That recommendation was rescinded at the January 15th, 2015 meeting.

After further deliberations on January 15th, the Planning Commission recommended approval of the amendment. The chair concurred with the vote of 3-2 in favor. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the WM district to have consistency between restaurant types and have predictability for nearby residents. The Commission proposed hours of operation of 6:00 a.m. to 11:00 p.m.

Please see enclosed Planning Commission Recommendation Packet for the formal recommendation. Minutes and audio from the Planning Commission meetings can be found on the City's webpage.

POLICY CONSIDERATIONS

Criteria for Approval:

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The general criteria for approval of text amendments for Chapter 17.100 are as follows:

1. The text amendment should be consistent with the policies in the City's Comprehensive Plan. In regards to this text amendment, the following elements in the Plan are most relevant: Chapter 2, Land Use; Chapter 3, Harbor Element; Chapter 6, Economic Development.
2. The proposed development regulation change should be consistent with the intent of the zoning district for which it applies: the Waterfront Millville district (WM).
It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010)
3. The proposed amendment should further public health, safety and general welfare. Some specific items to consider when deliberating on this criterion are:

- Public comment received (both oral and written).
- Impacts to utilities, public services and transportation networks.
- Operational needs/impacts of restaurants: Hours of operation, parking needs, outdoor seating, garbage service, deliveries, size of use, etc.
- Adjacent uses: existing and zone allowances
- What conditions have changed since the development regulations were enacted or last reviewed that warrant the proposed amendment?

Gig Harbor Comprehensive Plan:

Goal 2.2.3.e Waterfront Land Use Designation

Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.

Goal 3.9.3.a View Basin Neighborhood Design Area

The view basin is the City's heritage. It was within the view basin that the Gig Harbor fishing village was born. Today the view basin is a vibrant mix of retail, restaurant, residential, maritime and community activities contained within the historic neighborhoods of the City. Pedestrian walkways link the historic areas of Finholm, Waterfront Millville, Downtown and Borgen's Corner which serve as neighborhood centers for the surrounding mixture of contemporary and historic homes.

Gig Harbor Municipal Code:

17.04.702 Restaurant 1.

"Restaurant 1" means an establishment that serves food and nonalcoholic beverages and operates without a grill or deep-fat fryer.

17.04.703 Restaurant 2.

"Restaurant 2" means an establishment that prepares and serves food and nonalcoholic beverages.

17.04.704 Restaurant 3.

"Restaurant 3" means an establishment that prepares and serves food and alcoholic beverages.

STAFF ANALYSIS

Attached to this packet is further information on the legislative history of the area; frequently asked questions on the amendment; and staff analysis of parking, design, and use regulations.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on February 4th, 2015.

RECOMMENDATION / MOTION

Hold public hearing, consider testimony, and provide staff direction on the final ordinance for second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO RESTAURANT USES IN THE WATERFRONT MILLVILLE DISTRICT; ALLOWING RESTAURANT 2 AND 3 USES AS A CONDITIONAL USE PERMIT IN THE PORTION OF THE WATERFRONT MILLVILLE DISTRICT ADJACENT TO AND SOUTHEAST OF DOROTICH STREET; EXTENDING THE HOURS OF OPERATION OF RESTAURANT USES IN THE SUBJECT PORTION OF THE WATERFRONT MILLVILLE DISTRICT FROM 7:00AM - 9:00PM TO 6:00AM – 9:30PM (LAST SEATING); LIMITING THE BAR AREA OF RESTAURANT 1 AND 3 USES TO 40 PERCENT OF THE CUSTOMER AREA; REQUIRING STATE OF THE ART EQUIPMENT TO LIMIT FOOD SMELL EMISSIONS FROM RESTAURANT 2 AND 3 USES; AMENDING SECTIONS 17.14.020, 17.48.035 AND 17.48.090 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City currently has three levels of restaurant uses: Level 1, the lowest level use most similar to a deli or coffee shop, through Level 3, the highest level use most similar to a full service sit down restaurant; and,

WHEREAS, Restaurant 1 uses may not use a grill or deep-fat fryer and may only serve beer and wine in establishments no larger than 1,200 square feet; and,

WHEREAS, a Restaurant 1 use requires a conditional use permit in the Waterfront Millville (WM) zoning district; and,

WHEREAS, furthermore, Restaurant 1 uses are currently limited in the WM district to operating hours of 7:00AM to 9:00PM. Restaurant 1 is the only level of restaurant currently allowed in the WM district; and,

WHEREAS, the WM zoning district was established in 1991. The boundaries and intent of the district has remained unchanged since adoption. The intent of the WM is as follows:

It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010); and,

WHEREAS, in May 2014, Gig Harbor Marina, Inc., a property owner in the WM zoning district, submitted an application for a zoning code text amendment to allow Restaurant 2 and Restaurant 3 uses in the WM zoning district provided a conditional use permit is granted. In addition, the applicant proposed limiting the hours of operation so that last seating is no later than 9:00pm or 9:30pm, depending on the time of the year. The proposal was not specific to any location, but would have applied to all properties within the WM zoning district; and,

WHEREAS, Restaurant 2 uses have no cooking appliance limitation but cannot serve alcohol. Restaurant 3 uses have no cooking appliance limitation and can serve wine, beer and spirits in an establishment of any size; and

WHEREAS, the Planning Commission held work-study sessions on this amendment on November 6th, 2014, December 4th, 2014, December 18th, 2014 and January 15, 2015. A public hearing was held on November 20th, 2014; and,

WHEREAS, after the public hearing, the applicant changed the application to reduce the affected area of WM district and proposed a closing hour of 11:00pm. The November 26th, 2014 letter where these changes were proposed stated: *We believe that these options would be preferable to the residents of Millville, therefore we are recommending this as your course of action;* and,

WHEREAS, on January 15th, 2015, the Planning Commission recommended approval of the amendment. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the WM district. The Commission proposed hours of operation of 6:00 a.m. to 11:00 p.m.; and,

WHEREAS, the Gig Harbor City Council considered an ordinance at first reading and public hearing on February 23rd, 2015; and

WHEREAS, after the public hearing, the Council decided to hold a joint meeting with the Planning Commission, applicant and staff to further discuss the proposed amendment; and

WHEREAS, at the March 16th, 2015 joint meeting, the City Council amended the proposal to allow an opening time no earlier than 6:00am and require that last seating of customers occurs no later than 9:30pm. They further amended the proposal to limit any bar area to 40% of the customer space and to require state-of-the-art equipment be installed to limit the emission of food smells from Restaurant 2 and 3 uses; and,

WHEREAS, at the Council meeting on March 23rd, the City Council requested that the ordinance be written so they had an option to further reduce the subject area to that area southeast of and including the existing Bayview Building, and,

WHEREAS, in 2012, the City held a town hall meeting to solicit ideas and feedback on the downtown. The Harbor Vision statement and the adopted Harbor Element of the Comprehensive Plan are the result of that meeting. At the town hall meeting, attendees were asked what uses are needed in downtown. 36 people identified restaurants as a needed use in the downtown area; the votes were not zone specific. This was the second highest tally; groceries received 43 votes; and,

WHEREAS, currently there are 19 restaurants, 1 food truck, and 3 tasting rooms (wine, beer and spirits) in the Harbor area; and,

WHEREAS, in the WM district, there are two Restaurant 1 uses: Susanne's Bakery and Deli and Netshed No. 9. Other business uses in this district include: professional offices, marinas, commercial fishing docks and associated structures, a marine supply store, a kitchen goods store, and a nail salon; and,

WHEREAS, the portion of WM district where Restaurant 2 and 3 would be conditionally allowed contains the majority of current businesses not related to commercial fishing. This portion of the WM district contains the two existing restaurants, a nail salon, marine supply store, a kitchen goods store and three marinas. Of the approximately 17 residential dwellings located in the WM district, five exist in the subject portion of the district; and,

WHEREAS, the proposed text amendment is consistent with the following goals and policies in the Comprehensive Plan:

- Policy 2.2.3.e: **Waterfront Land Use Designation**
Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.

From the Harbor Element:

- *Policy 3.10.1: Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.*
- *Policy 3.10.3: Encourage appropriate commercial and retail services at street level to improve the pedestrian experience.*
- *Policy 3.12.1: Identify and amend current regulations and procedures that inhibit economic vitality within The Harbor.*
- *Policy 3.12.2: Work with the downtown businesses, property owners and community groups to establish a stronger economic base in The Harbor.*

- *Goal 3.13: Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors.*
- *Policy 3.13.4: Encourage evening activities in the commercial districts;*
and,

WHEREAS, the City Council finds that allowing Restaurant 2 and 3 uses as a conditional use is appropriate. Through the conditional use permit review, a specific restaurant's impacts will be considered and mitigated if necessary. This includes concerns about compatibility with any adjacent residences, parking needs and availability, and impact of restaurant operations such as delivery trucks, lighting, outdoor seating, smells, and garbage service. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice to the general public and neighboring property owners; and,

WHEREAS, the City Council finds that a last seating time of 9:30pm is more likely to limit the impact of noise and light on surrounding neighborhoods than a set closing time when all patrons leave at once. Through the conditional use permit process, narrower hours of operation can be imposed if necessary based on the type of restaurant and operation specifics; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the intent of the WM district. The district is intended for medium intensity, mixed uses. The zone gives emphasis to medium-density residential, marine-dependent and marine-related uses. However, other uses which enhance the historic fishing village atmosphere and are harmonious with surrounding residential areas are encouraged. Restaurant 2 and 3 uses can be considered a medium-intensity use given the 3,500sf building size limitation, 9:30pm last seating, bar area limitation and food smell performance standard. By locating the allowance for Restaurant 2 and 3 uses in the more commercial area of the WM district and requiring a conditional use permit, an individual restaurant's impacts to the surrounding residential area can be minimized; and,

WHEREAS, the City Council finds that the amendment furthers the general welfare and enhances the historic fishing village atmosphere by filling an identified need of the community, attracting visitors to the area, helping with business retention, and generally adding vitality to the Harbor area while minimizing the impact to the surrounding residents through the conditional use permit process; and

WHEREAS, based on the average peak p.m. hour vehicle trips for the City's restaurant use categories as quantified by the ITE Trip Generation manual, the allowance for Restaurant 2 and 3 uses is not likely to increase potential trips as compared to the potential trips for Restaurant 1 uses. Through the review of a conditional use permit application for a specific restaurant, a detailed traffic trip

generation study will occur and traffic mitigation measures, if necessary, will be required; and,

WHEREAS, the WM district is entirely located within the City's Historic District, a design district overlay with detailed design standards intended to ensure that the historic character of downtown is maintained. Any new or substantially remodeled building for a restaurant use must meet the Historic District design standards; and,

WHEREAS, the City Council finds that in addition to Gig Harbor Marina's request, Restaurant 1 uses within the affected area should be allowed to have a last seating at 9:30pm to be consistent with Restaurant 2 and 3 uses. In addition, for consistent application of performance standards for restaurants within the affected area and for predictability for nearby residents, all restaurants should not be allowed to be open until 6am; and,

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on January 13, 2015, pursuant to RCW 36.70A.106, and was granted expedited review on January 28, 2015; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on February 4, 2015; and

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

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

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

Section 1. Section 17.14.020 in the Land Use Matrix chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.14.020 Land use matrix

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
Uses																				
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	P	-	C ¹²	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	C ²⁹	P	C ²⁴	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C ²³	-	C ²⁹	P	C ²⁴	P	P

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD ²⁵
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

²⁰ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

²¹ Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.

²² See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.

²³ See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.

²⁴ Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).

²⁵ Level 1 and Level 2 charging only.

²⁶ Electric vehicle charging stations, level 1 and level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.

²⁷ The term "Rapid" is used interchangeably with Level 3 and Fast Charging.

²⁸ Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.

²⁹ Only those properties lying adjacent to or southeast of Dorotich Street are allowed to request a conditional use permit for a Restaurant 2 or Restaurant 3 use. In other areas of WM zone, Restaurant 2 and Restaurant 3 uses are prohibited. See Chapter 17.48 GHMC for specific performance standards for restaurant uses in the WM zone.

OR

29 Only those properties lying southeast of and including parcel number 5970000030, as shown on Exhibit A of Ordinance No. XXX, are allowed to request a conditional use permit for a Restaurant 2 or Restaurant 3 use. In other areas of WM zone, Restaurant 2 and Restaurant 3 uses are prohibited. See Chapter 17.48 GHMC for specific performance standards for restaurant uses in the WM zone.

Section 2. Section 17.48.035 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.035 Hours of operation.

A. The following uses shall be limited to operating between the hours of 7:00 a.m. to 7:00 p.m., daily:

1. Sales, level 1;
2. Boat construction;
3. Clubs.

B. Restaurant 1 uses shall be limited to operating between the hours of 7:00 a.m. to 9:00 p.m., daily, except as provided for in subsection C.

C. All restaurant uses on properties adjacent to or southeast of Dorotich Street shall not open before 6:00 a.m. and shall seat the last customer no later than 9:30 p.m., daily.

OR

C. All restaurant uses on properties southeast of and including parcel number 5970000030, as shown on Exhibit A of Ordinance No. XXX, shall not open before 6:00 a.m. and shall seat the last customer no later than 9:30 p.m., daily.

Section 3. Section 17.48.090 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.090 Performance standards.

* * *

H. Restaurant Uses. The bar area of restaurant 1 and 3 uses may not exceed more than 40% of the customer seating area of the restaurant. Restaurant 2 and 3 uses shall install state of the art equipment that will limit the emission of food smells from the restaurant.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2015.

CITY OF GIG HARBOR

Jill Guernsey, Mayor

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:



--- Application --- Reduced Area



DEVELOPMENT SERVICES

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-14-0002

TO: Mayor Guernsey and Members of the Council
FROM: Jim Pasin, Chair, Planning Commission
RE: PL-ZONE-14-0002 – Restaurants 2 and 3 as conditional uses in a portion of the Waterfront Millville zone

Application:

John Moist, on behalf of Gig Harbor Marina Inc. a property owner in the Waterfront Millville zoning district, has requested a zoning code amendment to allow Restaurants 2 and Restaurants 3 in a portion of the Waterfront Millville zoning district provided a conditional use permit is granted. The applicant proposes a closing time of 11pm. The applicant proposes limiting the area that Restaurant 2 and 3 uses are allowed to the portion of Waterfront Millville District south of and including Susanne's Bakery & Deli.

Planning Commission Review:

The Planning Commission held work-study sessions on this amendment on November 6th, 2014, December 4th, 2014, December 18th, 2014 and January 15, 2015. A public hearing was held on November 20th, 2014.

On January 15th, 2015, the Planning Commission recommended approval of the amendment. The chair concurred with the vote of 3-2 in favor. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the Waterfront Millville district to have consistency between restaurant types and have predictability for nearby residents. The Commission proposes hours of operation of 6:00 a.m. to 11:00 p.m.

The Planning Commission made these recommendations after reviewing the general criteria for approval found in the text of Chapter 17.100 of the Gig Harbor Municipal Code - Amendments, which can be categorized into three separate criterion as follows:

- A. The text amendment should be consistent with the policies in the City's Comprehensive Plan.
- B. The proposed development regulation change should be consistent with the intent of the zoning district for which it applies: the Waterfront Millville district (WM).

It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010)

C. The proposed amendment should further public health, safety and general welfare.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

1. The City's Comprehensive Plan includes the following goals and policies which support the amendments:

- Policy 2.2.3.e: **Waterfront Land Use Designation**
Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.

From the Harbor Element:

- *Policy 3.10.1: Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.*
 - *Policy 3.10.3: Encourage appropriate commercial and retail services at street level to improve the pedestrian experience.*
 - *Policy 3.12.1: Identify and amend current regulations and procedures that inhibit economic vitality within The Harbor.*
 - *Policy 3.12.2: Work with the downtown businesses, property owners and community groups to establish a stronger economic base in The Harbor.*
 - *Goal 3.13: Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors.*
 - *Policy 3.13.4: Encourage evening activities in the commercial districts.*
2. In 2012, the City held a town hall meeting to solicit ideas and feedback on the downtown. Out of that town hall meeting came the Harbor Vision statement and the now adopted Harbor Element of the Comprehensive Plan. At the town hall meeting, attendees were asked what uses are needed in downtown. 36 people identified restaurants as a needed use in the downtown area; the votes were not zone specific. This was the second highest tally; groceries received 43 votes. Over 120 people attended the town hall meeting.

3. Currently there are 19 restaurants, 1 food truck, and 3 tasting rooms (wine, beer and spirits) in the Harbor area.
4. Restaurant 1 uses are currently allowed in the Waterfront Millville district as a conditional use. Restaurant 1 uses may not use a grill or deep-fat fryer and can serve wine and beer only in establishments no larger than 1,200 square feet. Restaurant 1 uses may open at 7:00am and must close by 9:00pm in the Waterfront Millville district. Restaurant 2 uses have no cooking appliance limitation but cannot serve alcohol. Restaurant 3 uses have no cooking appliance limitation and can serve wine, beer and spirits with no size limitation.
5. In the Waterfront Millville district, there are two Restaurant 1 uses: Susanne's Bakery and Deli and Netshed No. 9. Other business uses in this district include: professional offices, marinas, commercial fishing docks and associated structures, a marine supply store, a kitchen goods store, and a nail salon.
6. Buildings in the Waterfront Millville district are limited to 3,500 square feet of gross floor area; therefore, Restaurant 2 and 3 uses would be limited to 3,500 square feet. Restaurant 1 uses are also limited to 3,500 square feet unless they serve wine and beer. In that case, Restaurant 1 uses are limited to 1,200 square feet.
7. After the November 20th, 2014 public hearing, the applicant changed the application to reduce the affected area of Waterfront Millville and proposed a closing hour of 11:00pm. The November 26th, 2014 letter where these changes were proposed stated: *We believe that these options would be preferable to the residents of Millville, therefore we are recommending this as your course of action.*
8. The portion of Waterfront Millville district where Restaurant 2 and 3 would be allowed contains the majority of current businesses in the district that are not commercial fishing related. The subject area is approximately 5.5 acres and contains 19 tax parcels. This portion of the Waterfront Millville district contains the two current restaurants, a nail salon, marine supply store, a kitchen goods store and three marinas. Of the approximately 16 residential dwellings located in the Waterfront Millville district, three exist in the subject portion of the district.
9. A closing hour requirement of 11:00pm is more likely to limit the impact of noise and light on surrounding neighborhoods than an unlimited closing time as allowed in other zones. Through the conditional use permit process, a stricter hours of operation can be imposed if necessary based on the type of restaurant and operation specifics.
10. Allowing a Restaurant 2 and 3 uses as a conditional use is appropriate. Through the conditional use permit review, a specific restaurant's impacts will be considered and mitigated if necessary. This includes concerns about compatibility with any adjacent residences, parking needs and availability, greater limitations in the hours of operations, and impact of restaurant operations such as delivery trucks, lighting, outdoor seating, smells, and garbage service. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice to the general public and neighboring property owners.
11. The Planning Commission finds that the proposed amendment is consistent with the intent of the Waterfront Millville district. The district is intended for medium intensity, mixed uses. The zone gives emphasis to medium-density residential, marine-dependent and marine-related uses. However, other uses which enhance the historic fishing village atmosphere and are harmonious with surrounding residential areas are encouraged. Given the 3,500 size limitation and 11pm closing time

requirement, Restaurant 2 and 3 uses can be considered a medium-intensity use. By locating the allowance for Restaurant 2 and 3 uses in the more commercial area of the Waterfront Millville district and requiring a conditional use permit, an individual restaurant's impacts to the surrounding residential area can be minimized.

12. The Planning Commission finds that the amendment furthers the general welfare and enhances the historic fishing village atmosphere by filling an identified need of the community, attracting visitors to the area, helping with business retention, and generally adding vitality to the Harbor area while minimizing the impact to the surrounding residents through the conditional use permit process.
13. Based on the average peak p.m. hour vehicle trips for the City's restaurant use categories as quantified by the ITE Trip Generation manual, the proposed change to allow Restaurant 2 and 3 uses is not likely to increase trips as compared to a Restaurant 1 use already allowed. Through the review of a conditional use permit application for a specific restaurant, a detailed traffic trip generation study will occur and traffic mitigation measures, if necessary, will be required.
14. The Waterfront Millville district is entirely located within the City's Historic District, a design district overlay with detailed design standards intended to ensure that the historic character of downtown is maintained. Any new or substantially remodeled building for a restaurant use must meet the Historic District design standards.
15. The shoreline environment designation for the portion of the Waterfront Millville district where Restaurant 2 and 3 uses would be allowed is the City Waterfront. Restaurant uses are considered commercial uses under the Shoreline Management Program (SMP) and commercial uses consistent with the City's zoning code are allowed in the City Waterfront designation. Therefore, if this amendment is approved by ordinance of the City Council, Restaurant 2 and 3 uses will be allowed under the SMP.
16. The Commission finds that in addition to Gig Harbor Marina's request, Restaurant 1 uses within the affected area should be allowed to be open until 11pm in order to be consistent with Restaurant 2 and 3 uses. In addition, for consistent application of performance standards for restaurants within the affected area and for predictability for nearby residents, all restaurants should not be allowed to be open until 6am.

Jim Pasin, Chair
Planning Commission

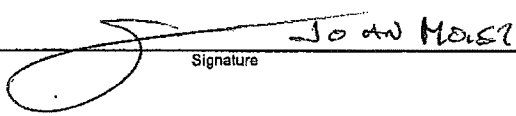


Date January 15, 2015

PL-2014-14-0002

CITY OF GIG HARBOR APPLICATION	CITY USE ONLY
<input checked="" type="checkbox"/> Zoning Code Text Amendment <input type="checkbox"/> Area-Wide Zoning Map Amendment	Date Received: <u>5/20/14</u> By: _____ Receipt # _____ By: _____

Name of project / proposal: ALLOW RESTAURANT 2 & 3 IN WM WITH CUP

Applicant: <u>JOHN MOIST</u> <small>(Name)</small> <u>3323 HARBORVIEW DRIVE</u> <u>851-1793</u> <small>Street Address Phone</small> <u>GIG HARBOR, WA</u> <u>98335</u> <small>City & State Zip</small>	Property Location (for map amendment): Address: <u>3315 HARBORVIEW DR</u> Section: <u>05</u> Township: <u>21</u> Range: <u>02</u> Assessor's Tax Parcel Number: <u>59700000 & 3</u> Full Legal Description (attach separate sheet if too long) _____ Acreage or Parcel Size _____
Owner: <u>GIG HARBOR MARINA, INC.</u> <small>(Name)</small> <u>3323 HARBORVIEW DRIVE</u> <u>851-1793</u> <small>Street Address Phone</small> <u>GIG HARBOR, WA</u> <u>98335</u> <small>City & State Zip</small>	Utilities: 1. Water Supply (Name of Utility if applicable) a. Existing: <u>CITY</u> b. Proposed: _____ 2. Sewage Disposal: (Name of Utility if applicable) a. Existing: <u>CITY</u> b. Proposed: _____ 3. Access: (name of road or street from which access is or will be gained.) <u>HARBORVIEW DRIVE</u>
I(We): <small>(Name)</small>  <u>6-20-14</u> <small>Signature Date</small>	
I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.	

For Map Amendments:
 Current Zoning District: _____ Requested Zoning District: _____

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.

**WATERFRONT MILLVILLE TEXT AMENDMENT
(REVISED DECEMBER 29, 2014)**

Title to be amendment:	17
Chapter:	17.14
Section:	17.14.020 (Land Use Matrix)
Proposal:	Add Restaurant Level 2 and 3 as allowed uses in the WM zone with approval of a Conditional Use Permit by the Hearing Examiner
Performance Standards:	1) Any Level 2 or 3 restaurant must close by 11:00 pm, seven days a week
	2) Only those properties lying adjacent to or southeast of Dorotich Street are allowed to request Conditional Use Permit approval for a Level 2 or Level 3 Restaurant.



3323 Harborview Drive Gig Harbor, WA 98332
(253) 851-1793

RECEIVED

NOV 18 2014

CITY OF GIG HARBOR

November 18, 2014

Gig Harbor Planning Commission
3510 Grandview Street
Gig Harbor, WA 98335

**RE: PL-ZONE-14-0002
(Restaurants 2 & 3 in Waterfront Millville Zone)**

Dear Members of the Planning Commission:

Following our presentation to you on November 6, 2014, Staff asked us to answer a number of questions in order to provide more clarity before you make your recommendation on the proposed zoning code test amendment change to allow Level 2 and 3 restaurants in Waterfront Millville. Thank you for the opportunity to submit the answers to those questions. It is our hope that you will recommend that City Council adopt the changes we have proposed.

Will this Proposed Change Remain Consistent with the Comprehensive Plan?

In addition to the four policies cited in the staff report, we think you also need to consider two additional policies and one Goal.

- Policy 3.12.1 Identify and amend current regulations and procedures that inhibit economic vitality with the Harbor. *Our proposal is following exactly what this policy intends be done . . . amend the Code to implement the adopted policy. Too often policy documents are adopted and never implemented, resulting in the policy exercise being a waste of time. Let's not continue this trend. We heard one of the Planning Commissioners talk about this at the November 6th Work-Study Session, indicating agreement that implementation should occur, however, he stated that implementation should not be done piecemeal, but all at once. We are here now asking you not to wait. If the comprehensive implementation strategy that may come at some point in the future wants to take things in a different direction than we are proposing, the City can make further changes at that time. It would be unfair to delay now in hopes that this may be addressed eventually. We should implement this policy now.*
- Policy 3.12.2 Work with the downtown business, property owners and community groups to establish a stronger economic base in The Harbor. *We represent a current downtown business and property owner who intends on moving forward with a project if the amendment is adopted. The project will further this policy by providing a new restaurant along our major downtown thoroughfare, attracting and retaining more business downtown. Moreover, allowing for Level 2 and 3 restaurants in the WM zone where appropriate will only strengthen the Harbor's economic base. What land use attracts more daily visitors to an area than a good restaurant? Diners will*

come into the area to eat, and then spend their time before or after their meal walking up and down Harborview and patronizing other businesses.

- Goal 3.13 Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors. *Again, allowing for Level 2 and 3 restaurants in the WM zone where appropriate will only strengthen the diversity of services in the area.*

What was the Intent of Waterfront Millville Zone in 1991?

The following statement is a quote from a Millville resident and property owner who asked to remain anonymous.

"WM was created in the early 90's when the city was undergoing a complete revision of an antiquated Zoning Code that was modeled after Pierce County's codes. The original plan was to make a new WC zone that extended approximately from the Tides Tavern to what is now Anthony's. I was part of a citizens group that was successful in changing the Council's mind and carving out, what is now, WM. The reasons we worked for the designation were because we wanted to retain the mixed use, but mostly residential feel of the area. When I bought my home the neighborhood was almost all rentals that were in a sad state of disrepair. My wife and I and others took a risk investing in the residential future. At the time of the creation of WM, the nature of the neighborhood was still in doubt and both sides of the street could have gone completely commercial. We wanted to be as strict as we could to preserve what we had and encourage residential reinvestment. Many of us were raising families and the tighter we could make the regulations, the better. WM was created not to stop commercial development, but to establish standards for the scale and scope of that development; as well as to encourage the continued reinvestment in single-family homes in the R1 zone on the opposite side of the street, by giving reassurance that the character of the neighborhood would be retained."

Has anything changed to make this zoning code text amendment more appealing to the public?

"In my mind two things have changed. The residential future is no longer in doubt. Many have now invested and continue to invest in single-family homes and condos. Where values were less than \$80,000 in 1990, they are now worth well north of \$500,000 with some approaching and exceeding seven figures. Empty lots that were \$25,000 are now over \$300,000; if you can find one. Tear down conversions to commercial are no longer a worry and the city (government and citizens) now realize the value of the residential nature of the area. If you had heard the testimony in the 90's you would appreciate that that wasn't always so. T-shirt and Basket shops looked to be in the cards. Creation of WM was a tipping point. It laid the groundwork for what we have today. The mix is good, the precedents are established, and a slight change in any direction will not make a significant difference in the residential future of Millville.

The second thing that has changed is the age and interests of the residents. We are no longer households with younger children and no time, money, or inclination for good restaurants. The residents of the area are mature adults who enjoy a fine beverage of choice and a quality meal within walking distance. We have seen that, within reason, a restaurant can be a compliment to a mixed use area such as Millville. A few years ago I went door to door in the neighborhood to find out how the actual residents felt about adding wine and beer to allowed uses. Interestingly those who lived the closest to where it was likely to happen (the old Red Rooster and Suzanne's Deli) were, for the most part, fine with the idea. A majority of the negatives came from those who lived farther away – close to Stinson and up on Ross. The main concerns of everyone were parking and noise. These fears have proven to be unfounded and, to the best of my knowledge, there have been no serious complaints or problems with the addition of alcohol. Those few

who actually live in the WM zone (the water side of Harborview) and close to where the changes were to take place, were overwhelmingly in favor of it."

Will the Adoption of the Harbor Element lead to a Row of Restaurants in a Residential Neighborhood?

"I have previously gone over every parcel with the potential of redevelopment in the WM zone. Based on economic, geographic, topographic, and regulatory restraints, a "waterfront restaurant row" is something that lives only in a very vivid imagination. The truth of the matter is that this is not about any one restaurant. This is a simple request by a property owner to change the zoning code. It is a non-messy straight-forward request. The Planning Commission will, as they always do, make a recommendation based on their best evaluation of the long term pros and cons of the request. The Council will make a decision giving heavy weight to the Planning Commission's recommendation, but also taking into account our opinion of what will benefit the city as a whole."

End of City Council Member's statement

Conditional Use

This process will ensure that no Level 2 or 3 restaurant is allowed unless the Hearing Examiner is satisfied that the all the required findings spelled out in 17.64 have been or will be met. There is no limit to the number or types of conditions that the Examiner can place on a proposal.

Are There a Maximum Number of Square Feet being Considered in the Amendment?

As we stated at the hearing, it would be appropriate to limit any new use to no more than 3,500 square feet. We would support such a recommendation.

What is the Proliferation and Cumulative Impact on the Zone?

As we stated at the hearing, the limited available parking and the size limitation will effectively block any large restaurant from ever considering locating in the WM zone. We've worked with several local and national restaurant chains over the last 25 years, and they all have very strict site requirements before they'll even consider a new location. They need guaranteed parking within a fixed distance of the front door and they need a minimum square footage; if a site can't meet the standard it will not be selected. We can ask any shopping center owner in Gig Harbor who has been through the process with these chains . . . there is no flexibility. The only type of restaurant we will ever see in the WM zone is a local, one-off type. We'd be surprised if there ever more than 2 who tried to locate in the WM zone.

In closing it is our hope that you will recommend that City Council adopt the changes we have proposed to the zoning code test amendment change to allow Level 2 and 3 restaurants in Waterfront Millville.

Very truly yours,



John R. Moist, Applicant

Arabella's Landing Marina
3323 Harborview Drive
Gig Harbor, WA 98332
253-851-1793

November 26, 2014

Gig Harbor Planning Commission
3510 Grandview Street
Gig Harbor, WA 98335

RE: PL-ZONE-14-0002
(Restaurants 2 & 3 in Waterfront Millville Zone)

Dear Members of the Planning Commission:

Thank you in advance for your thoughtful deliberation on this matter. After the public hearing, we read through our notes and want you to consider the following. There were 18 citizens who provided testimony at the Public Hearing. The following is a breakdown of that testimony:

- 5 Number of citizens who openly support the amendment
- 3 Citizens whose primary concern was regarding traffic
- 1 Citizen whose testimony was almost exclusively about parking
- 1 Citizen who talked very specifically about a restaurant's impact on neighboring homes, including hers.
- 10 Citizens who had no real specific concerns, but whose testimony was very generalized. They just want things to stay the way they are or go back to how they were when they moved to town (be it 10 or 110 years ago).

The following is our response to these concerns.

Traffic Impact:

As to traffic impact, staff pointed out with back up information from the Institute for Traffic Engineers (ITE) manual, that a Level 2/3 Restaurant has no more impact on traffic than a Level 1 Restaurant (already allowed in this zone). Moreover, restaurants are off-peak traffic generators; the vast majority of trip generation is outside of the peak traffic hours (which are 4-6 pm in the evening according to the ITE). Additionally, according to public testimony by those who live along Harborview Dr. in WM the peak traffic flow occurs mid-day when restaurants are the least busy. 18,000 vehicles travel up and down Harborview Drive every day. The traffic impact restaurants with 25 to 35 tables will contribute to the overall traffic scheme is practically immeasurable. Finally, any proposed restaurant will have to submit a traffic impact analysis and provide required mitigation as well as paying traffic impact fees. Traffic impact from this proposal is a non-issue.

Delivery Trucks:

Trucks delivering produce, meat and other food items were a concern. Deliveries to restaurants are made in the early morning hours, 6 to 7 am. Considering the clustered affect of the buildings suitable in WM as potential Level 2/3 Restaurants (see building suitability analysis below) they are all within a few feet of the two current Level 1 Restaurants. Therefore deliveries to any new restaurant would take place at the same time and in the same immediate proximity to existing deliveries. Additionally, delivery trucks would not have to move to facilitate a new restaurant's deliveries. By the time peak morning traffic flow increases at 8 am the delivery trucks would be gone. Therefore there is no change to the truck noise and lights over what it is today.

Additionally, if the PC endorses the Performance Standard for Level 2/3 Restaurants in WM we have recommended in **Proposed Options** (below) then the issue of delivery truck noise and lights becomes another non-issue over what it is today.

Parking:

Parking downtown is what it is: the City, at times, has a deficit of public parking places and no one disputes that. But this shouldn't be a reason to recommend against this proposal. This is a broader issue that our Council and Mayor have repeatedly looked at and have resolved that it can't be a deterrent to development and re-development downtown or else we'd have neither. As we testified, the lack of convenient, reliable, and consistently available parking will be the biggest factor an investor considers when deciding whether or not to develop a restaurant in this or any other area. Without parking, the chances of restaurant failure are simply too high. The only type of neighborhood where a restaurant can survive without parking must have a high density population . . . and that is not Gig Harbor. Gig Harbor's restaurant patron's drive and they need a place to park their car within a reasonable distance of the restaurant. This is a market factor that will control and limit the number of restaurants attempting to locate in the WM zone.

16 Non-Residential Buildings in WM and Their Current Use:

One citizen spoke specifically about how the existing Level 3 Restaurant adjacent to Residential Millville already impacts her home. Her major concern is how a restaurant row along Harborview Drive would exacerbate the situation. Staff reported that there are 16 non-residential structures in WM that have the potential to become restaurants:

- Six of the 16 are net sheds with an average of 1,250 square feet of floor space. Of those three are working fishermen's sheds. To convert those buildings into restaurants would mean abandoning their fishing operations. One net shed is used for storage/office space and located at water's edge of an already busy dead end street with no parking. One is used as a Marina's Club House for visiting boaters and one is already a 1,200 square foot Level 1 Restaurant.
- Two small structures, approximately 600 square feet are upland offices and bathrooms both associated with operating marinas.
- One is a newly remodeled gift shop of 1,000 square feet.
- One is a 3,500 square foot marine supply store.
- One building is a newly remodeled fishing company's headquarters and storage facility.

- One is a 1,300 square foot tin garage requiring complete demolition prior to converting into anything useable other than for storage and is currently due for complete demolition by the property owner.
- One is a 2,400 square foot building currently housing a nail salon in half of the building and the other half is a Level 1 Restaurant.
- The last three buildings have been used as office space for years, one a real estate office and the other an attorney's office and the last a yacht sales office.

Of these sixteen structures only six are located right on Harborview Drive while ten are set back quite a distance from the street.

Architectural Analysis/Feasibility Study of 16 Non-Residential Buildings as Level 2/3

Restaurants:

We hired Architect, Mikes Yanick and Associates to evaluate these building for suitability as Level 2/3 Restaurant conversions. He reported the following:

- The only real suitable building is the marine supply store located at 3315 Harborview Drive. The 3,500 square foot two story, three and a half year old building has 29 off street parking spaces with an additional 12 spaces of shared parking next door. The building will only require interior tenant improvements to convert to a restaurant.
- The existing Level 1 Restaurant/Nail Shop at 3409/3411 Harborview Dr. could be converted, and currently only has four off street parking spaces.
- The old Telephone Company office at 3417 Harborview Dr. is approximately 4,000 square feet and has 13 Parking spaces. This building may exceed the maximum 3,500 square feet that we are recommending for Level 2/3 Restaurants in WM. The building is very old and would require extensive restructuring.
- The Old Brocato building at 3425 Harborview Dr. is a small brick cottage approximately 1,700 square feet and an attorney's office with no off street parking.
- The yacht sales office set back off of Harborview Dr at 3419 is another small building with 2 off street parking spaces and might make a small boutique restaurant on the water.
- What is interesting about all of these buildings is that they are clustered along approximately 500 lineal feet of Harborview Drive from 3315 to 3425 including the width of Dorotich St.
- Mr. Yanick felt that the remaining buildings are unsuitable as Level 2/3 Restaurant conversions due to current use, location, available square footage and the lack of off street parking.

Restaurant Row Impact:

May we remind you that three years ago the Planning Commission and Council approved a text amendment allowing Level 1 Restaurants in WM to serve beer and wine and remain open until 9 pm. If restaurants who serve alcohol are such big and popular money makers why has not one more Level 1 Restaurant sprung up in WM. The reason is lack of parking, cost of conversion and the failure rate of new restaurants. It is a bad business decision and it will remain a bad business decision for 14 of the aforementioned property owners to attempt a restaurant conversion.

The citizen we referenced above lives directly across the street from 3315 Harborview Drive and for whom a restaurant in that location will have the greatest impact. Her concern is with a restaurant row up and down Harborview drive leading to the demise of a quiet-quiet little neighborhood. She testified at the Public Hearing last week that she was not in favor of a restaurant going in directly across the street from her home. Since that hearing, however, she has done her research and has come to the conclusion that, while remotely possible, a restaurant row is out of the realm of financial practicality. She has since written an e-mail to Staff expressing her support for our text amendment change request. She still wants to hear from Staff regarding the 16 structures.

As for the rest of the testimony, we believe you heard a lot of what you always hear from that handful of citizen activists who show up at your meetings, "we just want it to stay the way it is or go back to the way it was". We are sure each of you has to wrestle with this sentiment over-and-over again as Planning Commissioners. Planning is the science of managing the development of land, and our City Council trusts you to be our volunteer planners and help manage Gig Harbor's development. Please consider all citizen input as you deliberate.

What Has Changed in Millville Since 1991?:

What has changed to create an atmosphere where a full service restaurant is no longer a threat to the majority of Millville residents? According to a community leader and promoter for Millville's current zoning requirements, three things have changed.

- The residential future of Millville is no longer in doubt. All of those elements which went into initially protecting this historical neighborhood laid the groundwork for what we have today. The mix is good, the precedents are established, and a slight change in any direction will not make a significant difference in the residential future of Millville.
- The second thing that has changed is the age and interests of the residents. There are no longer households with younger children and no time, money, or inclination for good restaurants. The residents of the area are mature adults who enjoy a fine beverage of choice and a quality meal within walking distance. A restaurant can be a compliment to a mixed use area such as Millville.
- With the addition of beer and wine to WM Level 1 Restaurants three years ago it was feared by many that increased noise, traffic and alcohol related incidents would seriously disrupt the neighborhood. These fears have proven to be unfounded and there have been no serious complaints or problems.

Many residents take advantage of those changes and enjoy a nice meal and glass of fine wine on a summers evening overlooking the water. Times change and people change but the little pleasures in life do not change.

Proposed Options:

Lastly we offer the following options to the original language in our Test Amendment Change Request:

- In lieu of last seating times of 9 pm during the winter and 9:30 during the summer Level 2 and 3 restaurants shall close at 11 pm at the latest year round. Even with the last seating at 9 or 9:30 pm it usually takes an hour or more for a five star dining experience. The 11 pm closing time firms this issue up.
- Consider a specific Performance Standard for Level 2 and 3 Restaurants as a conditional use in that they are only allowed in the area of WM that is predominately commercial at this time. The demarcation line that we are suggesting is South East of 3417 Harborview Dr encompassing 3411 and 3409 Harborview Dr (currently Susanne's Bakery & Deli and the New York Nail Salon) to the property directly to the North West of the Waterfront Commercial Zone (currently Pleasure Craft Marina).
- We believe that these options would be preferable to the residents of Millville, therefore we are recommending this as your course of action.

Conclusion:

It is almost impossible to predict what another property owner will do with his or her property in the future. All we can do is provide you with the best analysis available at this time using historical data, experts and a little common sense. It has been a difficult task to provide you with what ifs for all of WM. The major concerns surrounding this text amendment request really boil down to:

- Traffic impact
- Delivery trucks
- Off-street vs. on-street parking
- Proliferation of restaurants
- Impact on the historical neighborhood

We feel confident that we have answered the questions surrounding these concerns. Should you have further questions please contact me at 253-255-5050 or at arabellas@harboret.com .

Respectfully submitted,

John R. Moist

John R. Moist, Applicant

Arabella's Landing Marina
3323 Harborview Drive
Gig Harbor, WA 98332
253-851-1793

November 26, 2014

Gig Harbor Planning Commission
3510 Grandview Street
Gig Harbor, WA 98335

RE: PL-ZONE-14-0002
(Restaurants 2 & 3 in Waterfront Millville Zone)

Dear Members of the Planning Commission:

As the Applicant, we have conducted an ad hoc parking study of the 23 on street City parking spaces located along both sides of Harborview Dr. from 3411 (Susanne's Bakery and Delicatessen to 3313 (Bella's Kitchen and Home). A random car count was conducted between 5pm and 8pm from November 20, 2014 to December 2, 2014 for a total of 13 days. Those 13 days encompassed two full weekends. The two busiest nights were Friday the 21st with 7 cars parked and Saturday the 29th with 8 cars parked. Over that 13 day period a total of 56 cars were counted for an average of 2.4 cars parked in the available 23 spaces or about 11% of the available spaces. We selected the 5pm to 8pm time slot as this is the busiest time of restaurant operations.

What this study indicates, albeit only about half a month in duration, is that there is adequate on street (off-peak) evening parking for residents living between 3313 Harborview Dr. and 3411 Harborview Dr. during the busiest operating hours of a restaurant.

In our second letter to the Planning Commission dated November 26, 2014 we proposed the PC consider a specific Performance Standard for Level 2 and 3 Restaurants as a conditional use in that they are only allowed in the area of WM that is predominately commercial. The demarcation line that we are proposing is South East of 3417 Harborview Dr. encompassing 3411 and 3409 Harborview Dr. (currently Susanne's Bakery & Deli and the New York Nail Salon) to the property directly to the North West of the Waterfront Commercial Zone (currently Pleasure Craft Marina). As a note, there are no homes with on street parking spaces from 3313 Harborview Dr. to Pleasure Craft Marina.

Additionally, should a Level 2/3 Restaurant be allowed to operate at 3315 Harborview Dr. the restaurant owner will employ a Valet Service for, at least, Friday and Saturday evenings removing all cars from on street parking. Any night that Valet Service is not available, patrons will be directed to park in the 12 stall "shared parking" lot at the rear of 3313 Harborview Dr. or in the dedicated 29 stalls associated with the 3315 address. Either way on street parking will be a non-issue for residents living in that particular area along Harborview Dr.

Respectfully submitted,

John R. Moist,
Applicant

HALSAN FREY LLC
REAL ESTATE DEVELOPMENT CONSULTING SERVICES

February 3, 2015

RECEIVED

FEB 3 2015

Ms. Jennifer Kester, Director
Gig Harbor Planning Department
3510 Grandview Street
Gig Harbor, WA 98335

CITY OF GIG HARBOR

RE: PL-ZONE-14-0002
(Restaurants 2 & 3 in Waterfront Millville Zone)

Dear Ms. Kester: *JENNIFER*

Before the City Council begins deliberating the above captioned proposal that recently received an approval recommendation from the Planning Commission, we thought it would be a good idea for us to clarify our proposal with regard to "hours-of-operation". It's a term well understood with most businesses, but can be a little bit different as applied to restaurants. So that we are clear, the hours of operation in the proposal going before Council are 6 am to 11 pm, seven days per week.

In general, these hours can best be understood as customer hours. That is, no customer will be let in the doors until after 6 am; and all customers will be gone from the premises by 11 pm. At opening, this is always easy to implement and enforce. At closing, it is the responsibility of the restaurant's staff to ensure all customers have left by closing. This is not a new concept in the restaurant business . . . staff knows to watch the clock very carefully as closing time nears. It will just be a matter of training for all staff to know when to give fair-warning to any diners still on premises that closing time is coming. In talks with other restaurant owners in town, this is common practice to ensure overtime costs are kept in control and no licensing or permitting limitations are violated. In addition, with fine dining, we have learned that a typical restaurant doesn't seat anyone later than 2 hours before closing. With something less than fine dining, it is usually just one hour.

As for delivery hours, it is our proposal that these would be limited to the same hours: 6am - 11 pm.

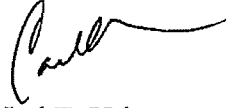
There will be employees on site before opening and after closing. Before opening, ovens need to be warmed and coffee brewed. After closing, dishes need to be washed, mop up and housekeeping needs to be completed, tills closed, money counted and nightly deposit prepared. All this is "quiet" work and done indoors.

PO BOX 1447 GIG HARBOR, WA 98335
MOBILE: (253) 307-1922
carl@halsanfrey.com

February 3, 2015

Please call me with any questions at (253) 307-1922.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl", with a long horizontal flourish extending to the right.

Carl E. Halsan
Member

c: Gig Harbor Marina

Memorandum:

March 12, 2015

To: Planning Director, City of Gig Harbor

From: Applicant, Text Amendment Change Request – Level 2/3 Restaurants in Waterfront Millville

Subj: **Applicant's response to questions asked at the end of the Council meeting on February 23, 2015.**

The following are Applicant's answers to Council questions/concerns following the public testimony meeting on February 23, 2015. There are five questions. Applicant will be prepared to answer any other questions Council may have to include perceived issues with parking.

1. Cooking Appliances – Should deep fat fryers be allowed and if so what technology might be employed to limit the impact of all cooking smells?

- In order to operate a full service restaurant certain foods require deep fat frying.
- There are no other full service restaurants in Gig Harbor with food odor controls in place. Applicant spoke with the General Manager of Anthony's Sea Food Restaurant at the end of the Harbor, which is in relative close proximity to residential areas. Anthony's has never, to her knowledge, received a food odor complaint. The same may be said of Susanne's Bakery and Delicatessen, located near the heart of Residential Millville. While Susanne's does not employ fryers, they do a great deal of baking.
- The primary problem with any type of fryer is the lack of care and maintenance. These fryers must be thoroughly cleaned and the oil replaced on a maintenance schedule adjusted for usage.
- Typically cooking odors can be eliminated by using any one of the following methods: water extraction; hepa filtration; chemical masking of odor; electrostatic odor removal; coalescing elements; oil mist eliminators; charcoal filtration. Each of these methods while effective to about 95% has a high cost of filters or chemicals associated with them and/or disposal or treatment costs.
- In the final analysis, Applicant's architect will build into his design one of the above methods or a more effective state of the art device to reduce cooking odors. There is currently no technology available that will eliminate 100% of the odors.

2. Bar Area – What percentage, if any, of a Restaurant 3 use should be limited to bar?

- Let me use Anthony's and Tide's Tavern as examples. Both have large seating capacities in their bar area. Tides so much, so that it is designated a tavern (more than 50% of seats in the bar). However, both restaurants offer full food service in their bar areas.
- Typically, the total fine dining seating at Brix 25, not associated with their bar is 60%. Their fine dining room, while separate from their bar area, also serves adult beverages. At the same time the remaining 40% of the total seating capacity is in the bar area which serves food from their full service menu.
- Some guests wish to dine in a less formal atmosphere than a dining room or simply wish to have a total adult experience. Children are not allowed in the bar area at Brix 25.
- Brix 25's food vs. adult beverage sales percentage in the bar area remains the traditional 70% food and 30% adult beverage.
- Applicant believes that the 60/40 split that exists at Brix 25 is atypical while the vast majority of the restaurants in the area focus more on the sale of alcohol than food.

3. Hours of Operation – Discuss the appropriate time frame for operating, including perhaps a last seating time or a definition of hours of operation, etc.

- The hours of operation as they currently appear in the Text Amendment Application were recommended by the Planning Commission at 6am to 11pm.
- To impose an opening time of 6am is not in Brix 25's operations' plan. This is a fine dining restaurant not a typical breakfast, lunch and dinner restaurant.
- The original Application requested that the hours be based on a last seating to coincide with Pacific Standard time, 9pm and Daylight Savings Time at 9:30pm to which the Applicant remains in full agreement.
- The 11pm closing time has received a lot of push back from the public as it is perceived that the 11pm closing time would have droves of customers spilling on to Harborview Drive. In what worst case scenario does this ring true? Please remember that we live in Gig Harbor not a college town.
- According to Police Chief Busey, drunk and disorderly complains as well as DUI arrests are down. A few years ago, things were very different. The solution to DUI's was for the police to park in front of the restaurant/bar at closing time and suddenly people became more responsible.
- It is rare if Brix 25 has customers in the restaurant much after 10pm. Brix 25 would like to focus on the natural organic ending to a dining experience as a much more peaceful and quiet way of ending the evening.
- Guests that are asked to leave at a hard closing time are much more likely to remain outside talking because they are left with no choice. Those guests who have run the course of conversation over a leisurely meal are ready to leave.

4. Deliveries – What time should deliveries be allowed?

- Produce, fresh meat and dairy product delivery trucks maintain a dispatched-scheduled route. With their perishable cargo, cost of labor and fuel costs, doubling back to make a delivery is impractical. It has been the nature of the restaurant business for over fifty years.
- To date, deliveries have been made to Netshed #9 as early as 6:30 am, but typically 7 to 7:30am followed by others throughout the morning until about noon when liquor is delivered.
- Netshed #9, under the same ownership as Brix 25, has never received a delivery truck noise complaint.
- The proposed Brix 25 location is within 100 feet of Netshed #9 and will receive deliveries from the same trucks at the same time of day as Netshed #9.

5. Separation between uses – Should restaurants be separated by a certain distance?

- The dispute over separation of restaurants along Harborview Drive is a straw man argument.
- Between Susanne's Bakery and Deli, currently the northern most business in Waterfront Millville where a Level 2/3 restaurant could be developed, and Pleasure Craft Marina the southernmost landmark representing the end of Waterfront Millville, there exists four buildings suitable to house Level 1, 2/3 restaurants.
 1. Susanne's Bakery and Deli, currently a Level 1 restaurant, and the Nail Shop are separated by a common wall.
 - a. Combined they are 2,400 square feet.
 - b. The entire building could accommodate a wood fired pizza oven, pizza parlor and high-end delicatessen.
 2. The Bayview Building at 3315 Harborview Dr., currently Ship to Shore Marine Supply, is 3,400 square feet. This is the proposed location for Brix 25 restaurant.

3. Netshed #9, currently a Level 1 restaurant at 1,200 square feet will remain a Level 1 Restaurant.
 4. The Whittier home and net shed, consisting of approximately 1,500 SqFt and 1,200 SqFt respectively could be turned into a Level 2/3 restaurant, but the value of the home is approximately \$2,000,000.00 and there is no off street parking. The Applicant and his architect believe that this property is far more valuable as a home than a start up restaurant.
- Other than those, no other buildings south of Susanne's Bakery and Deli are suitable as Level 2/3 restaurants. To squeeze another restaurant on to Mr. Stearns' property will take too much parking away from the Marina which receives the higher priority as the primary use of the property.

Applicant appreciates the opportunity to answer these and any other questions which may arise. It is the our hope that this Joint Work Study Session between the Planning Commission, City Council and the Applicant will be an open dialogue and allow for the free flow of current plans and ideas leading us to solutions.

Respectfully submitted,
John R. Moist
John R. Moist, Applicant

Background, Staff Analysis, and Frequently Asked Questions

BACKGROUND INFORMATION

The Land Use Matrix (GHMC 17.14) allows Restaurant 1 uses as a conditional use in the Waterfront Millville zoning district. In addition, Restaurant 1 uses are limited to operating between the hours of 7:00 a.m. to 9:00 p.m., daily (GHMC 17.48.035(B)).

In 1991, the City created the Waterfront Millville (WM) zoning district (Ord. 598). The boundaries and intent of the district has remained unchanged since adoption. The Planning Commission recommendation from 1991 which was incorporated in the adoption ordinance states the following as the reasoning behind the new zone creation:

The planning commission recognizes the need for an additional waterfront district that offers a combination and variety of uses permitted in the WC and WR sections, but at an intensity and scale weighted toward a residential-recreational environment. The proposed [WM] district is applied exclusively to the historic Millville waterfront area and it is considered a reasonable compromise which balances the desires of landowners to have a variety of development options while protecting the overall residential-recreational uses existing.

In 2011, the City amended the performance standards for Restaurant 1 uses in the Waterfront Millville to allow wine and beer service in establishments no larger than 1,200 square feet and extended the closing time from 7:00pm to 9:00pm (Ord. 1213). The amendment was proposed by John Moist on behalf of Stanley and Judith Stearns. The findings of the Council in the ordinance include that these changes would help with business retention and vitality of the area while minimizing the impact to the surrounding residents through the size limitation.

In 2012, the City held a town hall meeting to solicit ideas and feedback on the downtown. Out of that town hall meeting came the Harbor Vision statement and the now adopted Harbor Element of the Comprehensive Plan. At the town hall meeting, attendees were asked what uses are needed in downtown. 36 people identified restaurants as a needed use in the downtown area. This was the second highest tally; groceries received 43 votes. It should be noted that these votes were not zone-specific. Over 120 people attended the town hall meeting.

In May 2014, John Moist, on behalf of Gig Harbor Marina, Inc., submitted an application for a zoning code text amendment to allow Restaurant 2 and Restaurant 3 uses in the WM zoning district provided a conditional use permit is granted.

The Planning and Building Committee and City Council reviewed the request in July 2014 and chose to send the application to the Planning Commission for review in late 2014.

STAFF ANALYSIS

Based on a review of the revised application materials, staff would like to provide the following observations:

Hours of Operations: Restaurant 1 uses in the WM district are currently limited to operating between 7:00 a.m. to 9:00 p.m.

Size of Operations: Lots in the WM district are currently limited to 3,500 square feet of gross floor area. No one building may be larger than 3,500sf and no combination of buildings on a lot can exceed 3,500sf. In addition, Restaurant 1 uses that serve wine and beer are further limited to 1,200 square feet. The applicant does not propose a size limitation for Restaurant 2 and 3 uses. A Restaurant 3 use can serve all types of alcoholic beverages.

Parking Requirements for Restaurants: The parking code requires one off-street parking space for every three seats based on a seating plan submitted to the planning director showing a reasonable seating capacity for the dining area. Exceptions to that requirement occur in two situations: 1) Existing Nonresidential Buildings and 2) Restaurants associated with a Marina:

1) Existing Nonresidential Buildings: If a building with nonresidential uses existed as of January 2012 or is at least 3 years old, the use of the building may change to another nonresidential use without the requirement to provide additional off-street parking spaces; provided, that any existing off-street parking spaces allocated to the existing building are not removed or reduced. This applies only if the building is not expanded or reconstructed. Based on staff observations, there are 10 nonresidential buildings in the designated portion of WM, including net sheds.

2) Restaurants associated with a Marina: The parking code allows that if a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. This could mean that restaurants would not need dedicated parking if associated with a larger marina that requires a greater number of parking stalls than the restaurant.

Summary: Since restaurants typically require more parking than other nonresidential uses and the potential to build new parking stalls in Waterfront Millville is limited, restaurant uses are most likely to locate in an existing building or be associated with a marina use.

Remodeling/Reconstruction of Existing Nonconforming Buildings: The City's Shoreline Master Program regulates the remodeling and reconstruction of nonconforming buildings in the WM district. An interior-only remodel which does not increase a structure's nonconforming (such as to gross floor area) is not considered reconstruction. Furthermore, exterior remodel work that does not take the building down to the foundation is not considered reconstruction. A building may be intentionally

reconstructed/remodeled to the same or smaller configuration provided the structure is reconstructed/repared within 1 year of the removal. In addition, nonconforming structures that are within 10 feet of the OHWM can be reconstructed provided the structure is moved so that 10 feet of vegetative buffer is provided along the shoreline. However, in the case of complete reconstruction, the provisions for parking for existing buildings above would no longer apply.

Traffic Impacts: Based on discussions with the Engineering Division and on a review of the average peak p.m. hour vehicle trips for the City's restaurant categories (1, 2 and 3) as quantified by the ITE Trip Generation manual, the proposed change to allow Restaurant 2 and 3 uses is not likely to increase the potential trips as compared to the potential trips for Restaurant 1 uses already allowed. If this amendment is approved and a conditional use permit application (CUP) for a specific restaurant is submitted, a detailed traffic trip generation review will occur and mitigation measures, if necessary, will be required through SEPA or the CUP.

General Design Standards for Restaurants in Waterfront Millville: The Waterfront Millville district is entirely located within the City's Historic District, a design district overlay with detailed design standards intended to ensure that the historic character of downtown is maintained. Unless a restaurant is locating within an existing building and no exterior changes are being made, the new or remodeled nonresidential building would need to meet the following general design standards.

- **Roof Form:** The roof may be flat with a cornice or pitched with a minimum pitch of 6/12. The ridge of a pitched roof must point toward the view of the bay as seen from the street.
- **Height:** Flat roof buildings are limited to 16 feet from the highest point in the buildable area of the lot; pitched roof buildings are limited to 18 feet. No portion of the building may exceed 27 feet above grade at the footprint.
- **Windows:** At least 25% of the wall plane of all visible façades must be glazing (windows) or doorways. Windows must be of a proportion, trim type and grid pattern consistent with historic downtown.
- **Materials:** Siding materials are generally limited to horizontal lap siding, board and batten, brick, and stone. Pitched roof material is generally limited to architectural asphalt or cedar shingles, tile, slate, or standing seam metal roofing.
- **Color:** The main color of the buildings are limited to subtle earthtones, white, soft sands, grays, light pastels, and deep rich clay colors.
- **Outdoor Common Areas:** All restaurants greater than 2,000sf in size are required to have outdoor common area (plaza, deck, pocket park, etc) equal to 10% of its size. The common area must be accessible to the general public. Seating is allowed within this common area up to 1 seat per 20 square feet and no additional parking is required for these seats.

Current Businesses in the Waterfront Millville District: There are currently two Restaurant 1 uses in the WM district: Susanne's Bakery and Deli and Netshed No. 9. Other business uses in this district include: professional offices, marinas, commercial

fishing docks and associated structures, a marine supply store, a kitchen goods store, and a nail salon. The portion of WM where the applicant would like to allow Restaurant 2 and 3 contains the majority of current businesses in WM that are not related to commercial fishing.

Restaurant Uses Allowed in Adjacent Zones: South of the WM district and across Harborview Drive is the historic residential Millville area zoned Single-Family Residential (R-1). R-1 zoning does not allow any restaurant uses. On the waterside of Harborview Drive to the north and the south of the WM district is the Waterfront Commercial (WC) zoning district. The WC district permits all restaurant uses and taverns outright. Near the WM district to the southeast is the Downtown Business (DB) zoning district that also permits all restaurant uses outright; taverns are a conditional use.

Current Restaurants in the Harbor area: As of this date, there are 19 restaurants, 1 food truck, and 3 tasting rooms (wine, beer and spirits) in the Harbor area.

Shoreline Master Program:

The shoreline environment designation for the portion of the Waterfront Millville district where Restaurant 2 and 3 uses would be allowed is the City Waterfront. Restaurant uses are considered commercial uses under the Shoreline Management Program (SMP) and commercial uses consistent with the City's zoning code are allowed in the City Waterfront designation. Therefore, if this amendment is approved, Restaurant 2 and 3 uses will be allowed under the SMP.

Purpose of a Conditional Use Permit: A conditional use permit determines if a use because of its unusual size, special requirements, or detrimental effect on surrounding properties requires additional conditions of approval to mitigate impacts. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice of the hearing provided to neighboring property owners.

Criteria for Approval of a Conditional Use permit:

GHMC 17.64.040 Review criteria.

Each determination granting or denying a conditional use permit shall be supported by written findings of fact showing specifically wherein all of the following conditions are met:

A. That the use which the conditional use permit is applied for is specified by this title as being conditionally permitted within, and is consistent with the description and purpose of the zone district in which the property is located;

B. That the granting of such conditional use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;

C. That the proposed use is properly located in relation to the other land uses and to transportation and service facilities in the vicinity; and further, that the use can be

adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;

D. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title or as needed in the opinion of the examiner.

FREQUENTLY ASKED QUESTIONS RELATED TO THE WATERFRONT MILLVILLE RESTAURANT PROPOSAL

Are fast food chains coming to the waterfront? Very unlikely. Fast food restaurants generally fall into the Restaurant 2 use category if they do not have a drive-through. This amendment includes adding Restaurant 2 uses to those conditionally allowed in Waterfront Millville. However, these kind of restaurants have been allowed along the majority of the waterfront since 1990 (within the Waterfront Commercial district). No fast food restaurant chain has located there yet. The Planning Department knows of no interest from those chains or from property owners. It is highly improbable that a fast food restaurant chain will locate in Waterfront Millville or anywhere else along the waterfront due to the City's stringent design, size, and sign regulations and the prohibition of drive-through lanes along the water.

If this proposal is approved by Council, will restaurants just show up? No. There is another level of analysis, permitting and public comment before a restaurant is approved. This permitting occurs once a specific restaurant decides to locate in Waterfront Millville. Before construction begins the following permits are required and could be denied or approved: conditional use permit, design review, site plan review, shoreline substantial development permit, building permit.

What is a conditional use permit and how does it relate to a restaurant? A conditional use permit determines if a specific restaurant because of its size, design or business operations will have a negative effect on surrounding properties. If it does, additional conditions of approval are imposed to mitigate impacts. If impacts can't be mitigated, the conditional use permit can be denied. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice of the hearing provided to neighboring property owners. The hearing examiner must find that the specific restaurant will not adversely affect the established character of the surrounding neighborhood. Conditions could include a narrower set of hours of operation, such as from 8am to 9pm, or requiring deliveries to occur within a set time.

Public Comments received between the end of the public hearing on February 23rd and April 8, 2015. Any subsequent written comments received will be provided at the hearing.

Comments received prior to and during the February 23rd hearing can be found at the following webpage:

<http://www.cityofgigharbor.net/waterfront-millville-amendments/>

Kester, Jennifer

From: Towslee, Molly
Sent: Tuesday, February 24, 2015 1:09 PM
To: Kester, Jennifer
Subject: FW: From unique to Las Vegas

From: Jack Bosch [mailto:bjr37@live.com]
Sent: Tuesday, February 24, 2015 12:13 PM
To: Towslee, Molly
Subject: From unique to Las Vegas

Dear Council members: If you want my vote, drop this whole idea of transforming the Gig Harbor waterfront to a Rustin Way row of restaurants. As you enter the city it points to our historic waterfront district. Keep it that way. Drive the greedy developers to other inland locations that will be equally popular as we do need more restaurants other than Pizza and Thai in Gig Harbor. I will not vote for anyone of you who endorses the waterfront development; and, I am positive I can, on foot if necessary, get signatures of many others who want the water view "windows to the sound" left open.

I used to work for Safeway, Sherwin=Williams, Foodmaker (Jack-in The Box) and their Real Estate Director and am well aware of how they hired the best land use attorneys' to get rezoning, conditional use permits, etc. to accomplish their goals of retail growth. The attorneys' used many tricks to get what they wanted. I. e, last minute cancellations of hearings to wear down the public opposition.

Finally this is a wedge for further development blocking our waterfront. The impact report has to be a joke. Anyone with common sense will realize that it will indeed bring more cars on a street not engineered for more traffic with all the attendant problems: So, just say NO and get my vote next election along with the many others who really appreciate the uniqueness of Gig Harbor.

Arabella's Landing Marina

3323 Harborview Drive
Gig Harbor, WA 98332
253-851-1793
February 23, 2015

Memorandum to: Gig Harbor City Council

Subj: Arabella's Landing Marina Parking Lot Lift Gate/Level 2/3 Restaurant Boundary Line

There is/are person or persons now demanding that the barrier arm lift gates providing ingress and egress to and from Arabella's Landing Marina parking lot be removed completely to allow unencumbered access for retail/restaurant customers, marina tenants, and any other authorized persons using the parking lot. It has been presumed that a ticket/validation system will be too confusing and cumbersome to use, forcing customers to take the easy way out and park on the street.

These opponents to the gate claim that signage prohibiting such actions or a paid attendant to prevent unauthorized parking would be much more user friendly. Signage is easily avoided and an attendant is tantamount to a human barrier arm lift gate except that that person will not be on duty 24/7.

I cannot say for certain, but I am sure that this is not the only barrier arm lift gate in Gig Harbor. Unless you have lived a life of solitude you have been exposed to parking lot gate systems where pulling a ticket and having it validated to exit the lot is the norm, especially in Tacoma or Seattle or at SEATAC Airport. The safety and convenience that a parking lot stall provides to customers is very expensive for the property owner. While grade level parking stalls average \$5,000.00 each, stalls below buildings, such as the Bayview Building has, average \$60,000.00 to \$90,000.00 each. Why shouldn't a property owner be able to control who parks in his lot or under his building with costs such as those?

The lift gate prohibiting the general public from entering Arabella's Landing Marina parking lot has been in service for 23 years. The purpose of the gate is twofold: to keep and protect the marina tenants yachts from vandalism as well as the tenant's automobiles, and to provide some reassurance to the tenants that the lot would be safe after hours.

That said, the property owner took a site that was formerly a fuel facility, cleaned it up, and developed a mixed use project with significant public access, view corridors, and viewing platforms. In the process he saved two historic net sheds. The property is no longer a light industrial site. It has been transformed into one of the most interesting destination driven locals along the historic Gig Harbor waterfront.

There have been public comments over the years regarding the lack of cars parked in the lot at any given time. The number of parking stalls was directed by the City when the marina was built. And yes the lot is rarely if ever completely full. But to date this has yet to be a problem since the lot has been for the sole use of the marina tenants, employees and corporate guests staying at the condominium.

In 2011 when the Bayview Building, a new 3,500 square foot multiuse building was built, additional parking spaces were required. Fourteen under building parking stalls provided the majority of the required parking rounded out by two handicapped spaces just outside the building.

However, for parking lot access to the Bayview Building it was immediately evident that there was no means for customers to access the retail facility through the controlled parking lot lift gate. A walkie talkie system with instructions was placed at the entrance to the parking lot as well as on the cash register desk at the retail store. When a retail store customer drove up to the lot he or she simply pushed a button and when they received a response from the store clerk the gate would be remotely opened for parking lot access. The problem was that the clerk was not always at the cash register and customers became frustrated.

Fast forward to 2015. We are building two new retail buildings on the corner of Harborview Dr. and Dorotich St. Parking for these buildings will be in the Arabella's Landing Marina parking lot. The City required, as part of the Occupancy Permit process, to devise a more reliable and user friendly parking lot access process. We came up with a plan that was acceptable to the City and presented it to the Hearing Examiner at the Public Hearing on December 18, 2014. On January 14, 2015 the Hearing Examiner Stephen K. Causseaux, Jr. wrote the following Finding, Conclusions and Decision: "The applicant shall provide off-street parking to serve both proposed buildings and the other existing uses served by the parking lot." This includes but is not limited to the Bayview Building; the proposed new site for Brix 25 restaurant. In addition the Examiner goes on to say, and I paraphrase, that the final plan for the access system to the parking lot will be presented by the applicant to the City prior to the issuance of a building permit and a demonstration of suitable operation prior to the issuance of the Occupancy Permit.

The issue of the lift gate barrier arm as a means of keeping the general public out of the parking lot has been approved by the City, the Hearing Examiner and the applicant. To demand removal of the barrier arm gate would prohibit the applicant from providing a means of security for all who utilize the lot as well as dictate to the property owner how he may choose to utilize his property. Lastly it would constitute a collateral attack on the Examiner's decision which is now final because no one appealed the decision. For a Council Member to attempt to do so would undermine the Hearing Examiner's decision and call into question his or her powers and authority.

Lastly, I would encourage Council, should they decide to move forward and allow level 2/3 restaurants in Waterfront Millville, to include Susanne's Bakery and Delicatessen within the geographical boundary recommended by the Planning Commission. The fear seems to be that some Council members believe that the Arabella's Landing Marina property owner will, in time, try to turn the two new, yet to be built, buildings on the corner of Harborview Dr. and Dorotich St. into restaurant(s). If the property owner were planning to do so, why wouldn't he include restaurant infrastructure within the design of the new buildings? Which he has not!

John R. Moist, Applicant

Kester, Jennifer

From: Towslee, Molly
Sent: Wednesday, February 25, 2015 8:20 AM
To: Kester, Jennifer
Subject: FW: It is about their residential neighborhood.

Follow Up Flag: Follow up
Flag Status: Completed

From: Jeni Woock [mailto:citizensforgigharbor@gmail.com]
Sent: Wednesday, February 25, 2015 7:37 AM
To: Arbenz, Casey; Guernsey, Jill; Malich, Ken; Perrow, Michael; Towslee, Molly; Lovrovich, Rahna; Ekberg, Steve; Payne, Tim; Kadzik, Paul
Cc: Brinn Grimley; Karen Miller; Charlee Glock Jackson; gateway; Rick Hallock; Jessee Jones King%
Subject: It is about their residential neighborhood.

Council members;

By now you have been able to look over the petition names that were presented at the Monday Feb 23, Public Hearing. There are 68 signatures of Millville residents who signed the petition for NO Waterfront Millville restaurants, level 2 and 3.

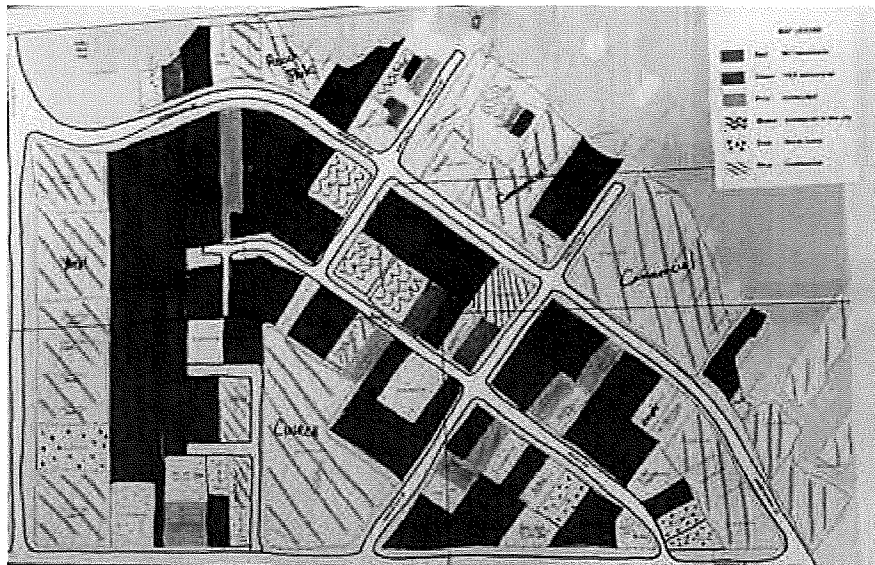
Those names are represented on this map in RED. There are 5 green residents in Millville who do support Mr. Stearns private request zoning amendment. One of the 5 greens is for new restaurants, but no parking in his neighborhood.

Sadly this is not about 1 restaurant, Brix. Please remember Mr. Stearns other 2 new approved "marine supply" buildings could also be re-purposed to restaurants, with no additional parking.

Mr. Stearns does not live in this residential neighborhood where he wants to rent his buildings to restaurants. Mr. Stearns does not live in the City of Gig Harbor. This amendment is too big, too broad and infrastructure is not in place to protect this historic neighborhood.

These 68 people live in this residential neighborhood 24 hours a day.

For your consideration,
Team
Citizens for the Preservation of Gig Harbor



--
Citizens for the Preservation of Gig Harbor LLC
CPGH: Citizens committed to making Gig Harbor better than we found it. JOIN US!!

<http://citizens4gigharbor.blogspot.com/>
<https://www.facebook.com/Citizens4GigHarbor>

**We Do Not Inherit the Earth from Our Ancestors; We Borrow It from Our Children
and it is our job to protect It for Generations to Come!**

To OPT OUT from further emails, please put remove in the subject box and hit reply.

Kester, Jennifer

From: Towslee, Molly
Sent: Wednesday, February 25, 2015 8:36 AM
To: Kester, Jennifer
Subject: FW: To the Gig Harbor City Council

From: Mountaingirl803@aol.com [mailto:Mountaingirl803@aol.com]
Sent: Wednesday, February 25, 2015 5:32 AM
To: Towslee, Molly
Cc: mountaingirl803@aol.com
Subject: To the Gig Harbor City Council

Dear Council Member,

I treasure our serene view of the Harbor and Mount Rainier.

Please Do Not approve the zoning request for level 2+3 buildings/restaurants from Skansie Park to Suzanne's Bakery.

I believe side-by-side buildings will obscure our picturesque view, be a noise nuisance to residents and parking will make parking impossible on Harborview Drive.

As a Gig Harbor resident, I would appreciate your consideration of my opinion in your decision to rezone.

I request that you do not approve the private zoning request by Mr. Stan Stearns.

Thank you,

Donna Mayer

6200 Soundview Drive

Gig Harbor, WA 98335

Kester, Jennifer

From: Towslee, Molly
Sent: Wednesday, February 25, 2015 9:31 AM
To: Kester, Jennifer
Subject: FW: To the Gig Harbor City Council

From: bogair@aol.com [mailto:bogair@aol.com]
Sent: Tuesday, February 24, 2015 5:15 PM
To: Towslee, Molly
Subject: To the Gig Harbor City Council

Folks...Bruce is coming up on 88.....;My store is over 55...I had hoped to see us starting to support this rather simple request as a start on downtown re vitalization...Millville folks in general do not support their own business people...I have maybe sold a dozen or less items to Millville folks in my 25 years here...and have been referred to ,too many times as "you people..."...Might as well board it up...GH uptown or North is not what "the Harbor" means..Rather,it means our positive attitude and old fashioned welcoming ways to our Maritime community...Bruce Gair

Kester, Jennifer

From: Towslee, Molly
Sent: Wednesday, February 25, 2015 9:35 AM
To: Kester, Jennifer
Subject: FW: To the Gig Harbor City Council

From: Joyce Schilt [mailto:joyceschilt@yahoo.com]
Sent: Tuesday, February 24, 2015 9:41 PM
To: Towslee, Molly
Subject: To the Gig Harbor City Council

I would really rather not see any new restraints or buildings on the water front. I love walking Harbor View and it distracts from the peaceful water view.
Sincerely Joyce Schilt.

Kester, Jennifer

From: Towslee, Molly
Sent: Tuesday, March 03, 2015 8:14 AM
To: Kester, Jennifer
Subject: FW: Gig Harbor Comprehensive Plan

From: Jeni Woock [mailto:citizensforgigharbor@gmail.com]
Sent: Tuesday, March 03, 2015 7:11 AM
To: Arbenz, Casey; Guernsey, Jill; Malich, Ken; Perrow, Michael; Kadzik, Paul; Lovrovich, Rahna; Ekberg, Steve; Payne, Tim
Cc: Towslee, Molly; Charlee Glock Jackson; Karen Miller
Subject: Gig Harbor Comprehensive Plan

Madam Mayor and Council members;

As you continue thinking about this private request zoning amendment, the Gig Harbor Comprehensive Plan is a good place to visit. The Planning Goals are at the very beginning....

“PLANNING GOALS

The choices which confront the City at this point in its history are significant and could dramatically alter the character and quality of life its community has come to enjoy. **Planning for the future while maintaining the same quality of life is the fundamental objective of this comprehensive planning update.”**

69 property owners and residents of Millville have signed a petition for **No** to restaurants 2 and 3 in Waterfront Millville. Residents live in Millville 24 hours a day and restaurants, level 2 and 3 with their accompanying issues will not maintain their same quality of life and could drastically destroy it. Too big of a gamble with their lives!

**What conditions have changed since the development regulations were enacted
that warrant this proposed amendment?**

Since 1991 there have been various Planning Commission and council votes to identify Millville as an historic neighborhood to be protected.

In 2014, Planning Commissioners Gagliano and Coughlin stated;” **The Planning Commission and City Council votes on the recent vitality measures were decidedly limited to the Downtown Business District and abutting Waterfront Commercial. The long term prospective of the Millville neighborhood in both our policy and existing zoning regulations is clearly indicated as an historic area to be protected with any number of measures.”**

This private request zoning amendment destroys the same quality of life and does not protect our historic, residential neighborhood.

The amendment needs to be denied.

Team,

Citizens for the Preservation of Gig Harbor

--

Citizens for the Preservation of Gig Harbor LLC
CPGH: Citizens committed to making Gig Harbor better than we found it. JOIN US!!

<http://citizens4gigharbor.blogspot.com/>
<https://www.facebook.com/Citizens4GigHarbor>

We Do Not Inherit the Earth from Our Ancestors; We Borrow It from Our Children and it is our job to protect It for Generations to Come!

To OPT OUT from further emails, please put remove in the subject box and hit reply.

Kester, Jennifer

From: bobfrisbie@foxinternet.com
Sent: Monday, March 09, 2015 9:10 AM
To: Payne, Tim; Michael Perrow; Malich, Ken; Lovrovich, Rahna; Kadzik, Paul; Guernsey, Jill; Ekberg, Steve; Arbenz, Casey
Cc: Kester, Jennifer; Bob Frisbie
Subject: Pictures - WM Zone
Attachments: MU 3~6 Sysco Delivery To Kellys.pdf; MU 3~6 Pioneer Backup Due to Garbage Truck.pdf; Suzanne 3~6 Delivery Pic2 MU.pdf; MU 3~6 Kelly Garbage Pickup On Pioneer.pdf; Suzanne 3~6 Delivery Pic1 MU.pdf

Attached are 6 pictures I took on March 6th.

Two at Suzanne's of SYSCO unloading dry goods. Note the truck totally blocks the sidewalk and the trailer is parked over the edge of road marking line and is in the right-of-way.

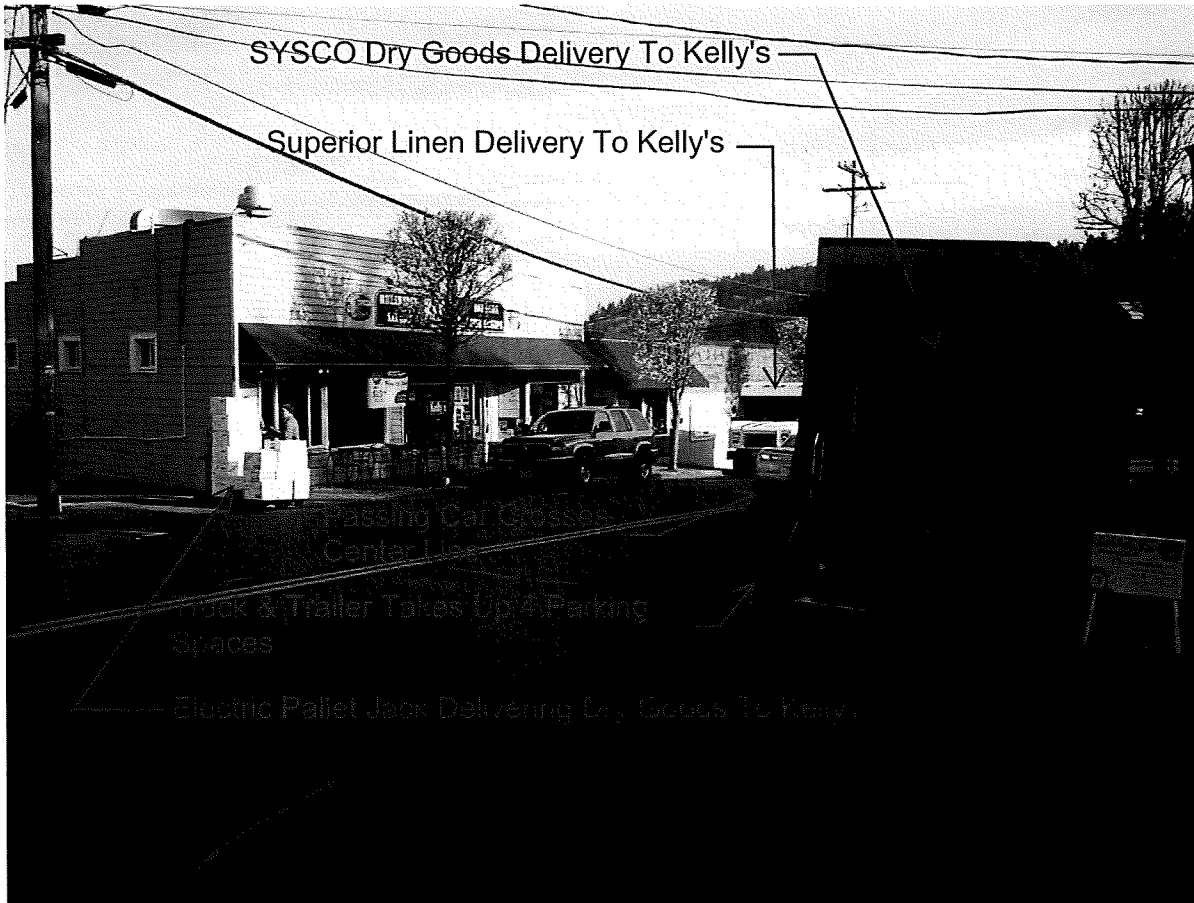
Also several pictures at Kelly's on the same day. Note the SYSCO semi parking in 4 or 5 parking spaces. Parked on the opposite side of Pioneer. The electric pallet jack crossing the street to deliver dry goods. Also note the garbage truck packing into the alley to Kelly's and the resultant traffic blockage.

Please make sure you address the load/unload issues when you consider WM Zoning. These activities should be occurring totally off the right-of-way with not backing occurring on the right-of-way.

The City has created this situation. I have additional pictures at other City locations of the same situation. Email me if you want these pictures.

Thank you,

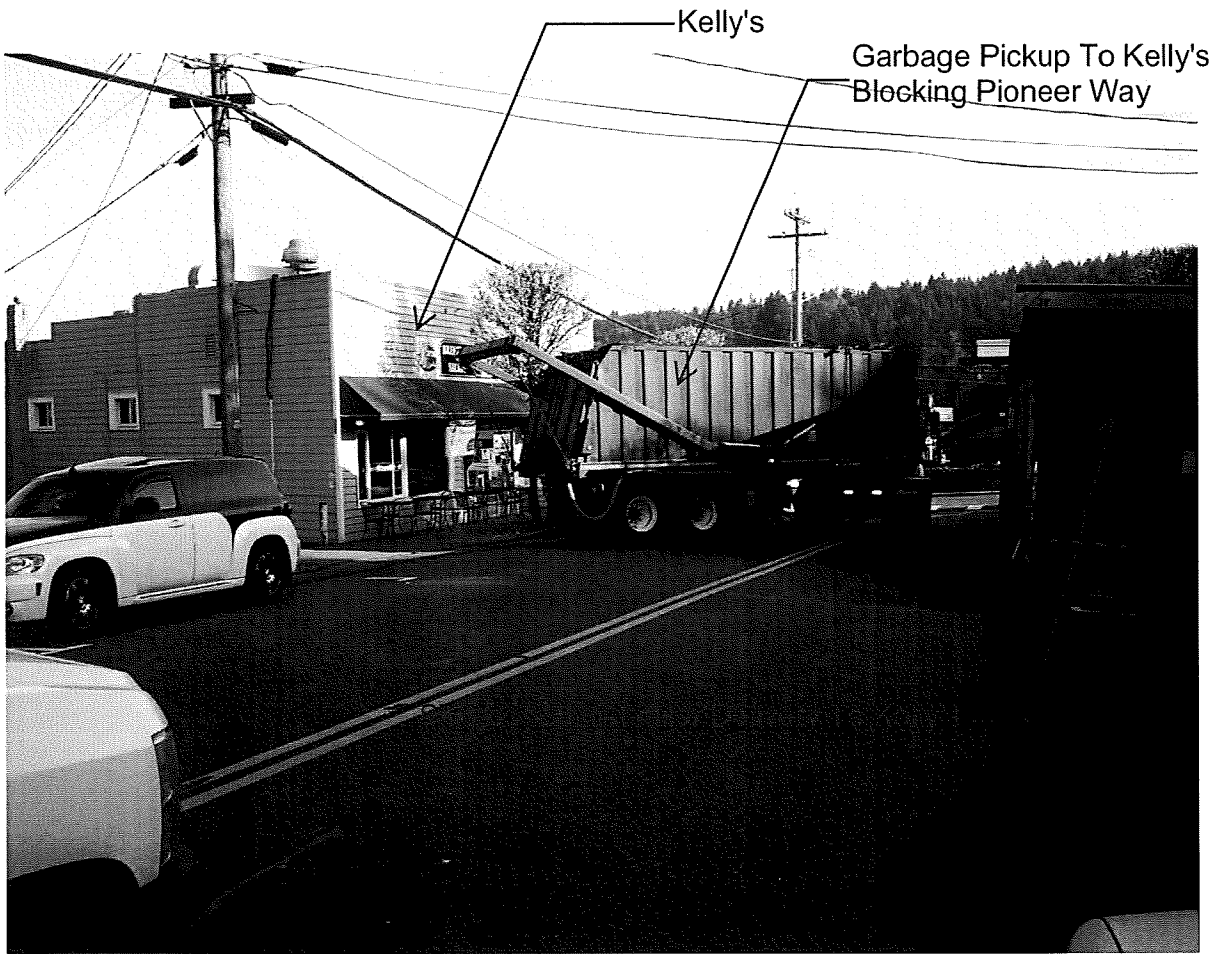
Bob Frisbie
Cell: 253.224.3524



**Kelly's Delivery From SYSCO & Superior Linen
March 6, 2015**



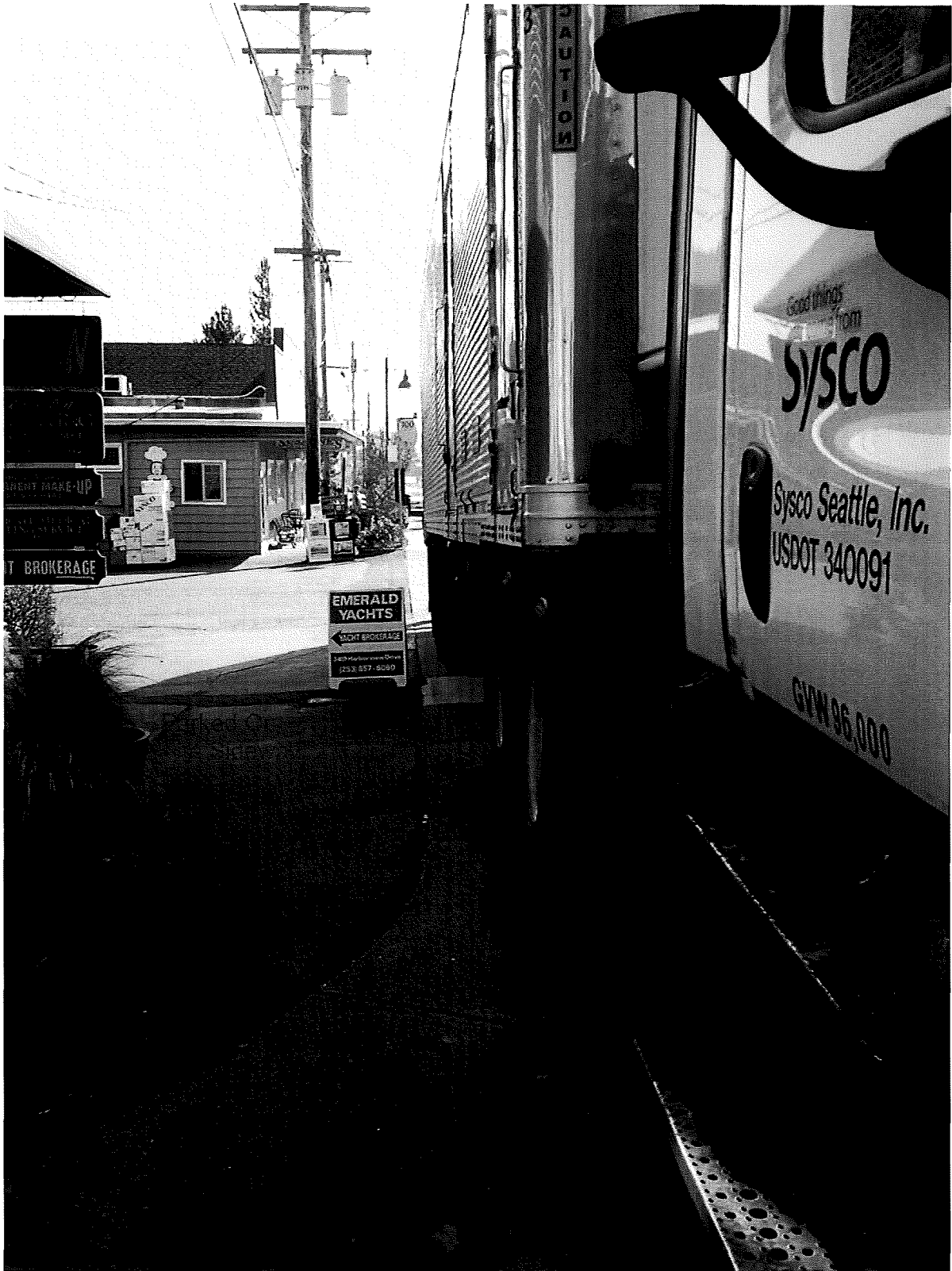
**Kelly's Garbage Truck Caused Backup On Pioneer Way
March 6, 2015**



**Kelly's Service Truck & Dry Goods Delivery
March 6, 2015**



Suzanne's Unloading Delivery - Friday 3/6 ~ 11 am



Suzanne's Unloading - Friday March 6th ~ 11am

Kester, Jennifer

Subject: FW: Gig Harbor City Council

From: Heather McFarlane [<mailto:heatherrmc76@gmail.com>]
Sent: Thursday, March 12, 2015 3:58 PM
To: Towslee, Molly
Subject: To: Gig Harbor City Council

I have read Mr. Halsan's extensive evaluation of the Stern application and probable impact of new restaurant designations in the Millville neighborhood. The Halsan report observes that not every site is appropriate for the type of restaurants that would be allowed. That is a valid observation, but if I considering investing in a restaurant in that area, Mr. Halsan would be the first person I would approach to write my plan because of his firm's extensive and detailed study.

I live on unmarked, two way, Sherman Drive on the East Shore of Burley Lagoon. A new neighbor was away for part of last year. In the interim, the family rented the property for (usually) weekend weddings or similar celebrations. The location would appear perfect: a manicured entry to the home high above the water with a breathtaking view from the wedding site patio. Some neighbors felt the impact immediately. Loud enjoyment with music and conversation that traveled into neighboring homes. For the rest of us it was the traffic. On the final event, a friend and I counted 45 cars lining both sides of the narrow street. The rest went over to Purdy Park and Ride or spilled into the local Pub parking lot. Some people leaving the event(s) had obviously enjoyed a bit much of the bubbly or... which created a potentially dangerous situation for themselves and local residents. Several neighbors have serious health issues and not infrequently must rely upon 911 First Responders to get the truck and aid vehicle to their residence. Our biggest fear is that celebratory events will make the street so narrow that the aid vehicles cannot get through.

Please consider the above when making recommendations on the restaurant application. You can vote but unless you live in the Millville area, you won't have to deal with the outcome of vehicles overwhelming that neighborhood. The people who live there will.

Sincerely,

Heather McFarlane

Burley Lagoon
253-857-4376

Kester, Jennifer

From: JackieO <jackiegigharbor@gmail.com>
Sent: Thursday, March 12, 2015 8:37 PM
To: Towslee, Molly
Subject: Fwd: WM

Sent from my iPhone

Begin forwarded message:

From: JackieO <jackiegigharbor@gmail.com>
Date: March 12, 2015 at 7:11:08 PM PDT
To: Tim Payne <paynet@cityofgigharbor.net>
Subject: WM

331 Harborview Dr
Gig Harbor

March 12 2015

I have read John Moist's answers to the questions the council had on "deep fryers, delivery times etc, etc. The answers given are quite "open" and also not quite true. (No commitment here from "applicant"). Delivery times for 1. How about 5:30 am deliveries. Outside bedroom windows. Remember, house next to me has been vacant over 2 years. I should have complained. But I knew it would just fall on deaf ears. What I'm not seeing is the council's concern for us residents. Not once have I felt the concern as to how this will affect "our lives" "our property values". Our way of life as we know it now. All I see is a city council that has given in to the developer and the almighty \$\$\$. I see that no one cares about the Millville citizens or its children at play on side streets. Getting into and out of our driveway safely... gone. No one cares our nights rest will be gone if we want to sleep or relax before 11. No one cares our privacy and right to live here in peace and harmony will be gone forever.

Just watch our property values plummet and our peaceful evenings gone forever. "House For Rent" anyone?? House For Sale??

Be careful what you wish for city council.

Respectfully,
Jackie and Rick Olivier

What would "you" vote for and fight for if
you lived in WM.

Sent from my iPhone

Kester, Jennifer

From: Towslee, Molly
Sent: Friday, March 13, 2015 9:37 AM
To: Kester, Jennifer
Subject: FW: Gig Harbor City Council

From: bogair@aol.com [mailto:bogair@aol.com]
Sent: Friday, March 13, 2015 9:32 AM
To: Towslee, Molly
Subject: To: Gig Harbor City Council

There will be enough parking on Stearns property to service his new building uses....This is just another false flag to keep the old folks happy...(and I am 87...) Bruce Gair

Kester, Jennifer

From: Towslee, Molly
Sent: Friday, March 13, 2015 9:39 AM
To: Kester, Jennifer
Subject: FW: WM

From: JackieO [mailto:jackiegigharbor@gmail.com]
Sent: Thursday, March 12, 2015 8:37 PM
To: Towslee, Molly
Subject: Fwd: WM

Sent from my iPhone

Begin forwarded message:

From: JackieO <jackiegigharbor@gmail.com>
Date: March 12, 2015 at 7:11:08 PM PDT
To: Tim Payne <paynet@cityofgigharbor.net>
Subject: WM

331 Harborview Dr
Gig Harbor

March 12 2015

I have read John Moist's answers to the questions the council had on "deep fryers, delivery times etc, etc. The answers given are quite "open" and also not quite true. (No commitment here from "applicant"). Delivery times for 1. How about 5:30 am deliveries. Outside bedroom windows. Remember, house next to me has been vacant over 2 years. I should have complained. But I knew it would just fall on deaf ears. What I'm not seeing is the council's concern for us residents. Not once have I felt the concern as to how this will affect "our lives" "our property values". Our way of life as we know it now. All I see is a city council that has given in to the developer and the almighty \$\$\$. I see that no one cares about the Millville citizens or its children at play on side streets. Getting into and out of our driveway safely... gone. No one cares our nights rest will be gone if we want to sleep or relax before 11. No one cares our privacy and right to live here in peace and harmony will be gone forever.

Just watch our property values plummet and our peaceful evenings gone forever. "House For Rent" anyone?? House For Sale??

Be careful what you wish for city council.

Respectfully,
Jackie and Rick Olivier

What would "you" vote for and fight for if
you lived in WM.

Sent from my iPhone

Kester, Jennifer

From: Towslee, Molly
Sent: Friday, March 13, 2015 11:31 AM
To: Kester, Jennifer
Subject: FW: Millville kids matter, too.

From: Jeni Woock [mailto:citizensforgigharbor@gmail.com]
Sent: Thursday, March 12, 2015 5:58 PM
To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Arbenz, Casey; Ekberg, Steve; Towslee, Molly
Cc: Charlee Glock Jackson; Karen Miller; gateway; Rick Hallock; Jesse Jones King%
Subject: Millville kids matter, too.

Everyone loves to hear the story that council member Kadzik tells about how he raised his kids in Millville and now they are grown and gone, so it is his time to walk to a restaurant and enjoy a fine cold beverage. **But.....wait....there are other families in Millville**, raising **their** family who want the same experience council member Kadzik enjoyed with his children

These children will not be safe with more cars parking and traveling in their residential neighborhood. Children live and grow and play in Millville.

Except for Harborview Dr, there are no sidewalks in Millville. Children ride their bikes, tricycles and play hopscotch in the street.



Moms are always outside watching kids play.
"kids at play" signs asking cars to slow down are posted.
Millville is their neighborhood, their home....
where they live,
where they grow,
where they play.
Children deserve a safe neighborhood!

In the above photo there is only 1 car, on 1 side of the street.

Can you imagine restaurant patron parking with cars, lined up on both sides of the street?

This could happen as there is only scarce and sketchy off street parking provided for the restaurants. Ross Street has fewer cars with lower speeds. On Dorotich there are more cars and they travel faster.

There are lots of studies on how kids and cars do not mix. Cars have blind zones, making it difficult or impossible for the driver to see children behind or directly in front of a vehicle. **Kids are short and easy to get caught in those blind spots.**

While there is some off street restaurant parking, there is no guarantee that anyone will use any of those off street parking spaces.

The only other parking is on the street and in this Millville residential neighborhood.

At this time there is little to no parking enforcement by the city.

Cars and kids can too often be a recipe for an unsafe condition

There are 69 property owners and residents who say NO to restaurants 2 and 3 in WM. (There are 5 folks in favor)

Care about the adults!

Care about the safety of the kids!!

Citizens for the Preservation of Gig Harbor asks that you deny this proposed amendment at the work session on March 16th, 5pm.

Team

Citizens for the Preservation of Gig Harbor

--

Citizens for the Preservation of Gig Harbor LLC

CPGH: Citizens committed to making Gig Harbor better than we found it. JOIN US!!

Council elections Nov 2015. Candidate filing date May 11!

<http://citizens4gigharbor.blogspot.com/>

<https://www.facebook.com/Citizens4GigHarbor>

We Do Not Inherit the Earth from Our Ancestors; We Borrow It from Our Children and it is our job to protect It for Generations to Come!

To OPT OUT from further emails, please put remove in the subject box and hit reply.

Kester, Jennifer

From: Towslee, Molly
Sent: Monday, March 16, 2015 8:34 AM
To: Kester, Jennifer
Subject: FW: Pictures for you..

From: Jeni Woock [mailto:citizensforgigharbor@gmail.com]
Sent: Saturday, March 14, 2015 7:18 AM
To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Arbenz, Casey; Ekberg, Steve
Cc: Karen Miller; Charlee Glock Jackson; gateway; Rick Hallock; Towslee, Molly
Subject: Pictures for you..

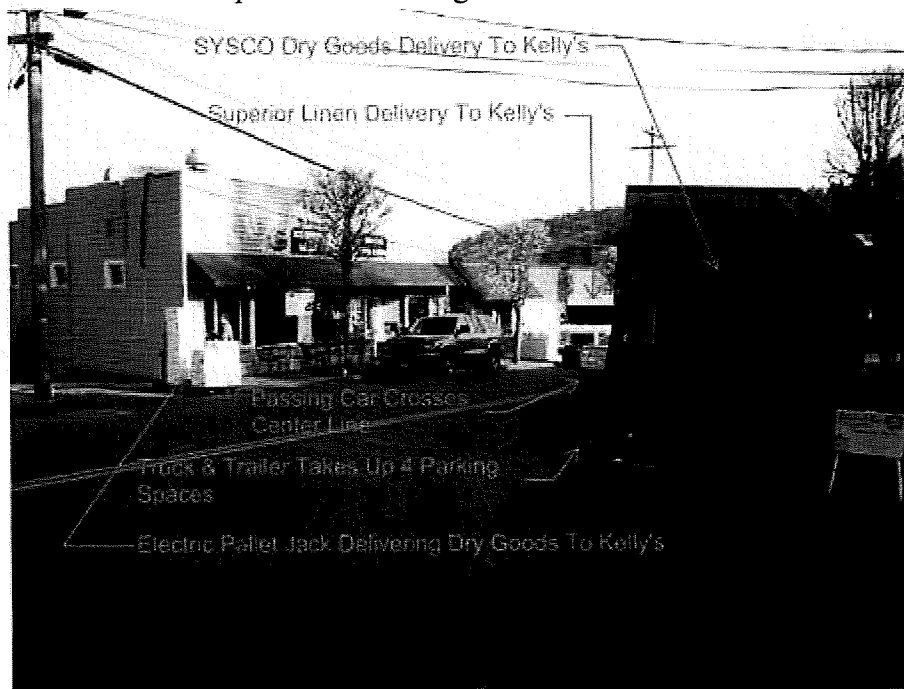
Madame Mayor and Council;

17.72 of the Gig Harbor Municipal Code states that off street loading berths shall be used to deliver goods. Where are they?



Here is a photo of a delivery on North Harborview Dr. You will notice double parking, cars traveling over the center line forcing the opposite car off to the side of the street into the right of way. You will notice a

pedestrian waiting to cross the street.



**Kelly's Delivery From SYSCO & Superior Linen
March 6, 2015**

There is also a photo of the traffic backed up, and waiting, from Judson to Harborview Dr.



Suzanne's Unloading Delivery - Friday 3/6 ~ 11 am



5:30am delivery.

There are problems delivering goods in Gig Harbor. **Goal 3.6 in the Gig Harbor Comprehensive plan is to retain and protect the unique character of historic business and residential neighborhoods in The**

Harbor. These delivery problems belong in a commercial area, not a mixed use and they are NOT harmonious with the surrounding residential area as is the Intent of Waterfront Millville uses. GHMC 17.48. If you would like to see them, there are lots more photos.

You have seen photos to show the general welfare and public safety of residents, including children residents, are threatened by increased deliveries, traffic, and parking.

There are no regulations to require and enforce 100% off street load and unload and deliver times of 8am-12noon.

There is extremely little, or no, traffic enforcement.

There are no regulations and no enforcement for the hours of operation to be 100% closed by 8pm, 7 days a week.

There are no regulations to guarantee a separation of restaurants, with adult beverages, are no closer than 500 feet, parcel to parcel.

There are no regulations, no guarantees, or enforcement to see that employees or restaurant patrons will use off street parking.

There are no regulations and no enforcement of GH Comp 5.4.2 to "protect urban residential areas from obnoxious or distracting noise during the evening hours".

There are no regulations and no enforcement of GH Comp 5.4.6 in exacting performance standards governing emission of carbons, gases or other particulates or polluting byproducts which could degrade *air quality and smell.*

"The choices which confront the City at this point in its history are significant and could dramatically alter the character and quality of life its community has come to enjoy.

Planning for the future while maintaining the same quality of life is the fundamental objective of this comprehensive planning update." direct quote GH Comp Plan 2014. Council members voted to accept these words in 2014.

There are 69 property owners and residents of Millville who have signed a petition for NO to restaurants 2 and 3 in WM.

There are 5 in favor.

There are no regulations and rules in place to protect historic Millville residents, who live there 24 hours a day..

Goal 3.6 in the Gig Harbor Comprehensive plan is to retain and protect the unique character of historic business and residential neighborhoods in The Harbor. 69 Millville petition signers want you to keep your promise.

This private request zoning amendment needs to be denied on Monday, March 16.

Team

Citizens for the Preservation of Gig Harbor LLC

CPGH: Citizens committed to making Gig Harbor better than we found it. JOIN US!!

<http://citizens4gigharbor.blogspot.com/>

<https://www.facebook.com/Citizens4GigHarbor>

We Do Not Inherit the Earth from Our Ancestors; We Borrow It from Our Children and it is our job to protect It for Generations to Come!

Kester, Jennifer

From: Towslee, Molly
Sent: Monday, March 16, 2015 9:23 AM
To: Kester, Jennifer
Subject: FW: Current delivery regulations in Gig Harbor
Importance: High

From: citizensforgigharbor@gmail.com [mailto:citizensforgigharbor@gmail.com]
Sent: Sunday, March 15, 2015 10:12 AM
To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Ekberg, Steve; Arbenz, Casey
Cc: Towslee, Molly; Charlee Glock Jackson; Karen Miller; gateway; Rick Hallock; Karen Peterson
Subject: Current delivery regulations in Gig Harbor
Importance: High

Madam Mayor, council members.

Here are the current, as of February 9, 2015, loading and unloading regulations per the GH Municiple Code. **Surely, the city would not want to go against it's owns rules and regulations.**

Do you think those Millville residents would have a case for filing a suite against the city for not enforcing its own regulations?

If the city cannot enforce its own regulations, Mr. Stearns private request amendment needs to be denied.

17.72.040 Off-street loading design requirements.

A. Off-street loading berths shall be provided on the same lot as the use the berths serve and shall not occupy the front yard of the lot;

B. No loading berth shall be located closer than 25 feet to a residential lot line unless screened by shrubbery or a fence or a combination thereof, any one of which must be approved by the planning director;

C. Each loading berth shall be designed with access to a street or alley in a manner that does not permit undue interference with traffic movement on the public street or alley;

D. Each required loading berth shall be at least 10 feet by 25 feet in size and 18 feet in height and shall provide 85 feet of direct access uninterrupted by any change in horizontal or vertical direction between the loading dock and the street;

E. Each loading berth surface and access area shall be improved with Portland cement concrete or asphaltic concrete paving to the standards established by the city public works director;

F. Areas set aside for off-street loading berths shall not be considered as satisfying the requirements for off-street parking space and shall not be used for vehicle repairs or servicing;

G. No approach to loading docks shall exceed a seven percent slope;

H. All or part of the off-street loading requirements may be met by loading facilities within the buildings.
(Ord. 573 § 2, 1990).

17.72.050 Off-street loading berth requirements.

Off-street loading berths for passengers and freight shall be provided as given below and shall be on the same lot as the activity served unless the nature of the activities allows several owners to share a common location:

A. Public Uses. One berth required for each 25,000 square feet of gross floor area;

B Commercial Uses. One berth required for each 10,000 square feet of wholesale commercial gross floor area;

C Professional Services Use. One berth required for each 25,000 square feet of gross floor area;

D Industrial Uses. One berth required for each 10,000 square feet of gross floor space;

E Residential Activities. One berth required for any residential facility occupying more than 50,000 square feet of gross floor area. (Ord. 1171 § 4, 2009; Ord. 1045 § 80, 2006; Ord. 573 § 2, 1990).

The Gig Harbor Municipal Code is current through Ordinance 1310, passed February 9, 2015.
Gig Harbor Municipal Code Title 17 ZONING Page 174 of 274

Team

Citizens for the Preservation of Gig Harbor

Citizens for the Preservation of Gig Harbor LLC

C4GH: *Citizens committed to making Gig Harbor better than we found it! JOIN US!!*

<http://citizens4gigharbor.blogspot.com/> <https://www.facebook.com/Citizens4GigHarbor>

We do not inherit the earth from our ancestors, we protect it for our children

KINDNESS MATTERS

Kester, Jennifer

From: citizensforgiharbor@gmail.com
Sent: Friday, March 20, 2015 7:41 AM
To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Arbenz, Casey; Ekberg, Steve
Cc: Kester, Jennifer; Towslee, Molly; Karen Miller; Charlee Glock Jackson; gateway; Karen Peterson; Rick Hallock; Jesse Jones
Subject: Good neighbor policy
Importance: High

Madam Mayor and Council members;

When you re listen to the March 16 work session, you will hear discussion regarding deliveries. The owner of Net You were shown a photo of a 5:30am delivery. This 6am delivery took place this morning, March 20. What happe While it is interesting to hear Council member Payne chose to build his home, knowing it was a nuisance area, the fo area.

Fuel deliveries made to the new fuel dock are restricted to 7am - 8pm, because of the neighbors and those deliveries

During the Feb 23 Public Hearing you will hear Council member Payne agreeing with Council member Ekberg abo residents would live from restaurants 2 and 3.

While the council chuckles, Millville residents will be faced with smells from grills and deep fryers 24 hours a day.

Mr Stearns, his employees, Brix owners, none of these folks live within the city limits. You made promises to folks With all due respect,

Team

Citizens for the Preservation of Gig Harbor

Kester, Jennifer

From: Towslee, Molly
Sent: Friday, March 20, 2015 2:44 PM
To: Kester, Jennifer
Subject: FW: Gig Harbor City Council

Follow Up Flag: Follow up
Flag Status: Completed

From: Ross Whitney [mailto:ross@whitney-sons.com]
Sent: Friday, March 20, 2015 1:56 PM
To: Towslee, Molly
Subject: To: Gig Harbor City Council

Dear Council Members:

Please deny restaurants 2 and 3 from Millville. A couple of years ago Smithsonian Magazine ranked Gig Harbor as one of the five best small towns in the United States. I believe that additional restaurants would change their assessment.

Thank you.

Ross Whitney
4606 131st St. Ct. NW
Gig Harbor, WA 98332

Kester, Jennifer

From: Towslee, Molly
Sent: Friday, March 20, 2015 2:44 PM
To: Kester, Jennifer
Subject: FW: . To: Gig Harbor City Council

Follow Up Flag: Follow up
Flag Status: Completed

From: Lucy rau [mailto:lucyrauwashington@yahoo.com]
Sent: Friday, March 20, 2015 12:49 PM
To: Towslee, Molly
Subject: . To: Gig Harbor City Council

Regarding PARKING.

AS A CONCERNED CITIZEN OF GIG HARBOR, I want to remind you all that ignoring the parking issue will destroy the success of any kind of business located in the downtown area. Santa Barbara California, Buren Washington and many other areas learned the hard way what no parking did to businesses. Come and Go-businessed in and out. That is becoming the usual Gig Harbor routine.
WAKE UP!!!!

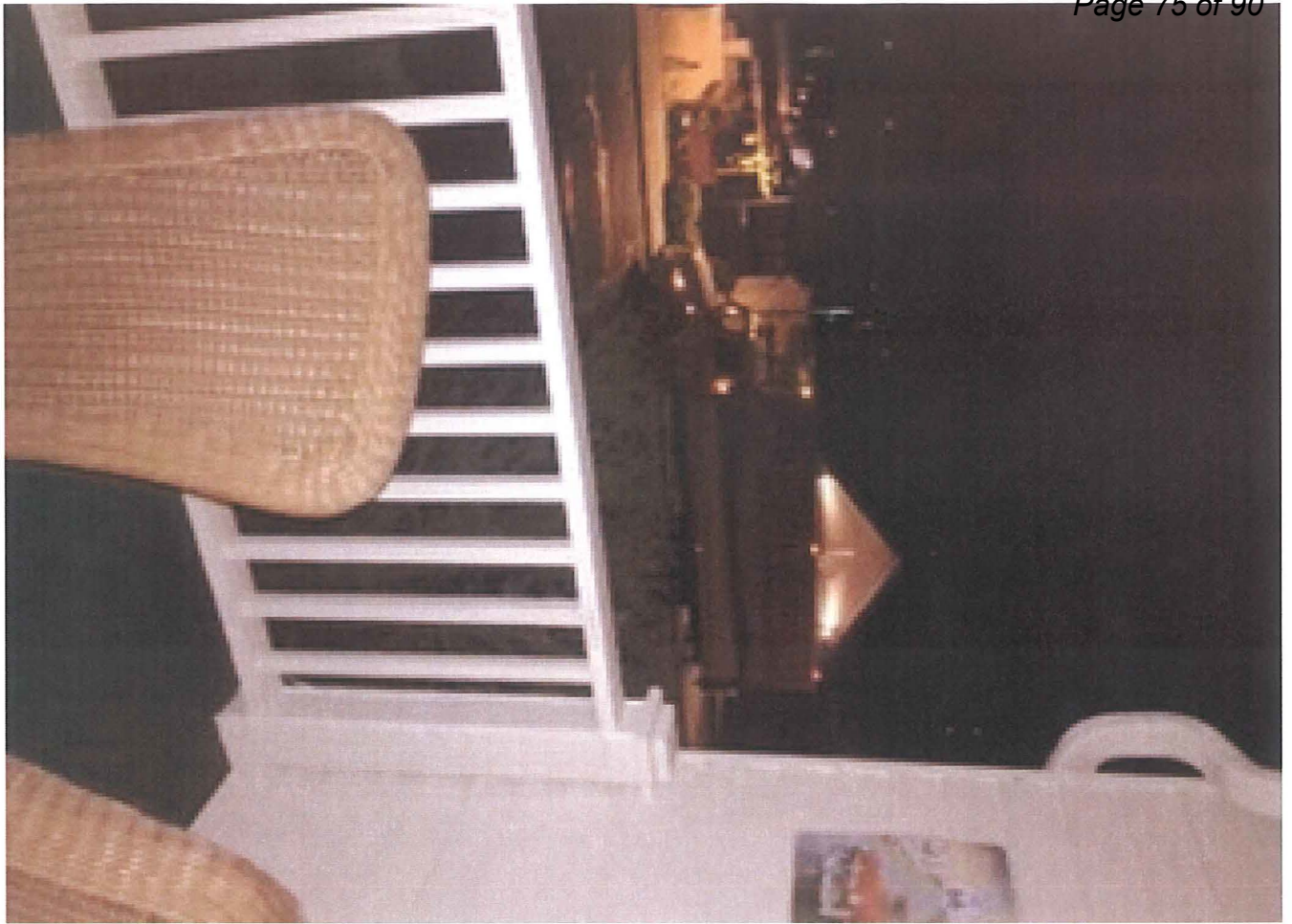
Kester, Jennifer

From: Jackie O <jackiegigharbor@gmail.com>
Sent: Tuesday, March 17, 2015 5:23 PM
To: Towslee, Molly
Subject: Delivery truck complaints
Attachments: photo.JPG

3316 Harborview Dr

No more sleeping in for us. These deliveries are 3-4 times a week. This is for just one restaurant.

Jackie Olivier



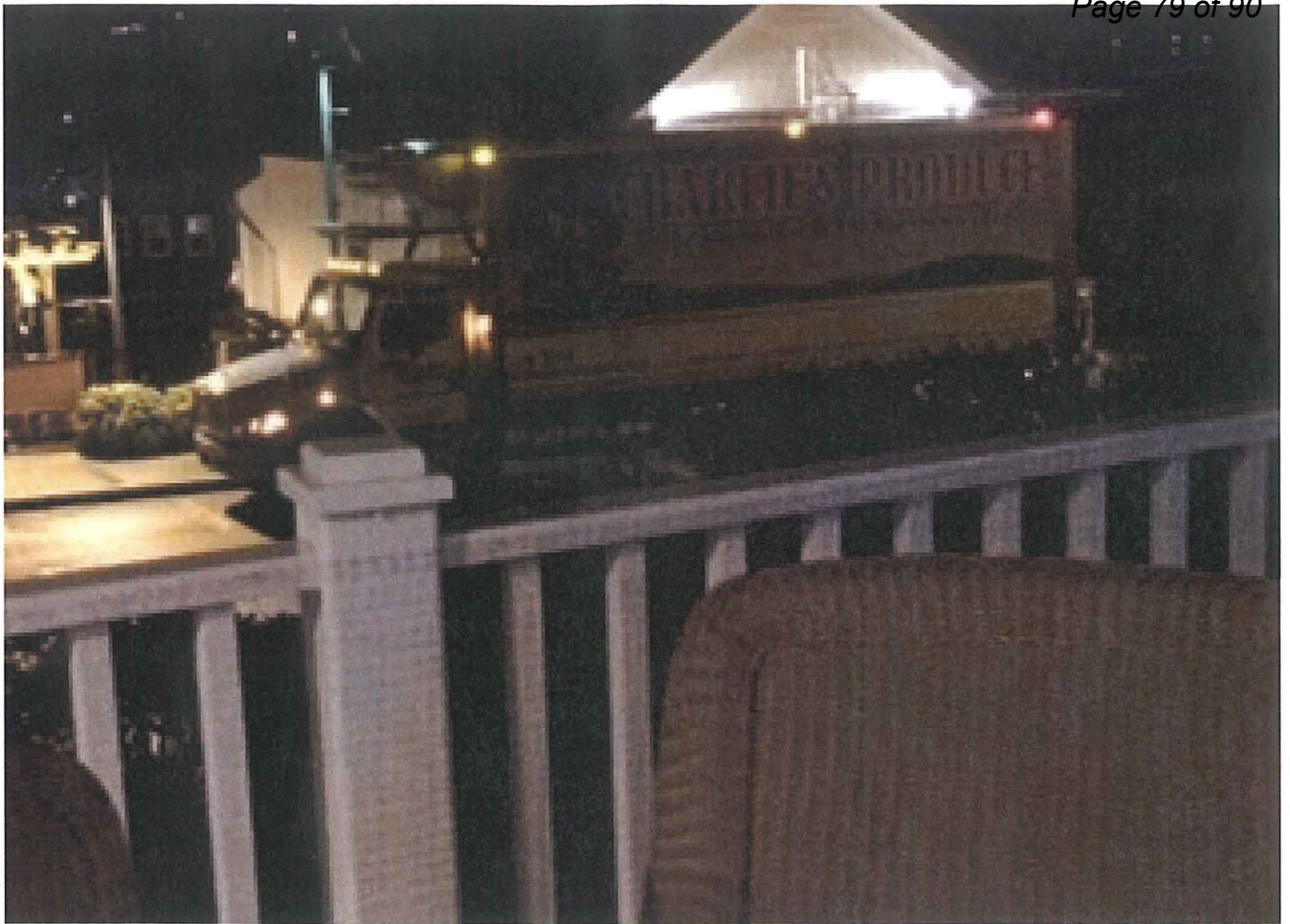


Kester, Jennifer

From: jackie olivier <jackieolivier@me.com>
Sent: Friday, March 20, 2015 7:12 AM
To: Towslee, Molly
Subject: WM 6 am delivery
Attachments: IMG_0130.JPG; ATT00001..txt

Outside my bedroom window. 6am. Woke me up again. Please forward to City Council. Thank you. Jackie Olivier





Kester, Jennifer

From: Towslee, Molly
Sent: Friday, March 20, 2015 3:35 PM
To: Kester, Jennifer
Subject: FW: Good neighbor policy

Importance: High

From: citizensforgigharbor@gmail.com [mailto:citizensforgigharbor@gmail.com]
Sent: Friday, March 20, 2015 7:41 AM
To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Arbenz, Casey; Ekberg, Steve
Cc: Kester, Jennifer; Towslee, Molly; Karen Miller; Charlee Glock Jackson; gateway; Karen Peterson; Rick Hallock; Jesse Jones
Subject: Good neighbor policy
Importance: High

Madam Mayor and Council members;

When you re listen to the March 16 work session, you will hear discussion regarding deliveries. The owner of Net You were shown a photo of a 5:30am delivery. This 6am delivery took place this morning, March 20. What happed While it is interesting to hear Council member Payne chose to build his home, knowing it was a nuisance area, the fol area.

Fuel deliveries made to the new fuel dock are restricted to 7am - 8pm, because of the neighbors and those deliveries

During the Feb 23 Public Hearing you will hear Council member Payne agreeing with Council member Ekberg about residents would live from restaurants 2 and 3.

While the council chuckles, Millville residents will be faced with smells from grills and deep fryers 24 hours a day.

Mr Stearns, his employees, Brix owners, none of these folks live within the city limits. You made promises to folks
With all due respect,

Team
Citizens for the Preservation of Gig Harbor

Kester, Jennifer

From: Towslee, Molly
Sent: Thursday, March 26, 2015 8:33 AM
To: Kester, Jennifer
Subject: FW: WM

From: JackieO [mailto:jackiegigharbor@gmail.com]
Sent: Thursday, March 26, 2015 3:09 AM
To: Towslee, Molly
Subject: Fwd: WM

Dear Molly,

Would you please give a copy of this attached email to all the Planning Department, Mayor and City Council.

Thank you. Jackie Olivier

Sent from my iPhone

Begin forwarded message:

From: JackieO <jackiegigharbor@gmail.com>
Date: March 26, 2015 at 2:43:43 AM PDT
To: Jill Guernsey <guernseyj@cityofgigharbor.net>
Cc: Tim Payne <paynet@cityofgigharbor.net>, Paul Kadzik <kadzikp@cityofgigharbor.net>, lovrovichr@cityofgigharbor.net, perrowm@cityofgigharbor.net, Ken Malich <malichk@cityofgigharbor.net>, arbenzc@cityofgigharbor.net, ekbergs@cityofgigharbor.net
Subject: WM

3316 Harborview Dr
Gig Harbor

March 26 2015.

Dear Mayor Guernsey, City Council and members of the Gig Harbor Planning Department.

First of all I wish to thank the 3 city council members + 1 by email and 1 planning department member that have bothered to spend some time with me (us) on discussing with me (us) the changes you are planning for my (our) life , my husbands, and all of us in Millville. Especially WM. As you may not realize it, I'm not sure if you do, we are the lives that you will be turning upside down and changing for ever.

I live across from the Ship To Shore and the proposed Brix restaurant. And a 1/2 block from a rezoned Suzanne's with no parking. And open until 11pm every night. When we moved here, we bought and lived here for approx 20 years ago on a C1 zoning. No mention, ever, that "one day,

you may be living in a restaurant 2 or 3". If we had known that we would have bought elsewhere. BUT, we moved because being in Millville we knew we were in an "Historic Area" which was to be preserved and protected. By not only its residents, but supported by OUR CITY COUNCIL that WE voted you in for. But this is not only about me and "our lives you will be turning upside down" but I do believe many lives. Not only many, many residents but also fishing families that are beginning to see their history disappear and losing slowly their privileges of being our local fishing families are disappearing...we NEED to keep that heritage, it's our history. We need our neighbors that have lived here for many, many years and have wonderful stories to tell to our visitors and residences and passed down to the children. Do you know who lived in your home 40,50, 60, 70 or more years ago??? Do you want your street that you live on made commercial 2 and 3...do you? I think not. Do you want to preserve our small and historical Millville? Or do you want to "just commercialize" that beautiful area to Restaurants, offices, coffee shops, bars...WAIT.... Where did the nice residents go that had Halloween on their porch every year for the kids. Where kids a 150 deep that would line up to have the fun of being scared on the porch of these downtown people. They must have spent several hundred of dollars just for the kids. Put a lot of effort in it they did. Oh, they've gone. Moved out. Gig Harbor city council Broke their promise. They no longer feel represented or respected. That THEY as residents, taxpayers and voters MATTERED.

I'm here for discussion. Please call or meet me for coffee. I must say, mayor Guernsey, I thought I would have heard from you the first. I don't bite. I'm very pleasant. But I have several things you might want to hear and that you might not want to hear. But this is my life, my husbands and many neighbors that are being shoved under a train full steam ahead. I don't want to lose it and will hold on as tight as I can to preserve the life I have now. Just as you all would want to if it were you.

Please talk to me: My #is 253-380-5205

I do respectfully request a meeting be offered by you ,our representatives to meet with us Millville an WM residents so that we may ask YOU questions and answers that have been ignored or dismissed pertaining to the rezoning of our neighborhood.

Save Our Millville from the clutches of the developer. Let us homeowners and residences show the visitors of Historical Millville what an awesome place they just stepped into. How unique it is. What rich history is here. There is no other small town like Millville. None. Save it please. Preserve it please You will never regret it. Never.

Sincerely,
Jackie and Rick Olivier

Sent from my iPhone

March 30, 2015

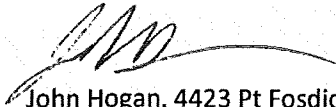
City of Gig Harbor
Planning Department
3510 Grandview St.
Gig Harbor, WA 98335

RE: Millville Restaurant 3 Support Letter

To whom it may concern,

The character of downtown Gig Harbor has evolved over the years into becoming a specialty retail district and dining has increasingly become an integral part of maintaining this relevance. Dining choices along the waterfront allow our community and our equally important visitors to appreciate its scenic and unique splendors. The vitality of all retail along the waterfront benefits by the addition of quality dining choices due to the foot traffic it generates for surrounding businesses.

Just as buildings become functionally obsolete over time, zoning does as well. I am in favor of people who want to invest in Gig Harbor for responsible development. The genesis of the Restaurant 3 re-zone is not driven by a merchant builder but rather a longtime stakeholder in the community which gives me confidence that as long as the standard of care is met in following the Design Manual our community won't be faced with an "anywhere USA" re-development along our truly unique and treasured waterfront.



John Hogan, 4423 Pt Fosdick, Gig Harbor WA 98335

Kester, Jennifer

From: Jean-Louis Gazabat <shorewoodrealestate@hotmail.com>
Sent: Wednesday, April 01, 2015 11:55 AM
To: Kester, Jennifer
Subject: Downtown, Mill

Let Stan Build, it will be good for Downtown. Jean gazabat

Kester, Jennifer

From: Wise, Shawna
Sent: Tuesday, April 07, 2015 1:38 PM
To: Kester, Jennifer
Subject: FW: To: Gig Harbor City Council

Follow Up Flag: Follow up
Flag Status: Flagged

Shawna Wise

Assistant City Clerk



City of Gig Harbor

253-853-7638

wises@cityofgigharbor.net

From: Jo Anne Ashley [mailto:ashleyma@centurytel.net]
Sent: Tuesday, April 07, 2015 11:43 AM
To: Wise, Shawna
Subject: FW: To: Gig Harbor City Council

From: Jo Anne Ashley [mailto:ashleyma@centurytel.net]
Sent: Tuesday, April 07, 2015 9:02 AM
To: 'guernseyj@cityofgigharbor.net'; 'kadzikip@cityofgigharbor.net'; 'paynet@cityofgigharbor.net'; 'lovrovichr@cityofgigharbor.net'; 'perrowm@cityofgigharbor.net'; 'malichk@cityofgigharbor.net'; 'EkbergS@cityofgigharbor.net'; 'arbenzc@cityofgigharbor.net'; 'TowsleeM@cityofgigharbor.net'
Subject: To: Gig Harbor City Council

It appears, from the information available, that the council is failing to respond to the citizens' input to manage the beautiful resources on Harborview Drive in a responsible and intelligent manner. To clutter Harborview with restaurants and customer parking appears to be motivated by good old greenbacks rather than common sense and a desire to preserve the integrity of Gig Harbor.

Please VOTE NO on any developer's request to turn our lovely little hamlet, specifically the Millville area, into a commercial endeavor. It is our (your) duty to be good stewards of the resources we (you) have been gifted for the generations that will follow.

Jo Anne M. Ashley

Kester, Jennifer

From: Wise, Shawna
Sent: Tuesday, April 07, 2015 1:48 PM
To: Kester, Jennifer
Subject: FW: Gig Harbor City Council

Shawna Wise

Assistant City Clerk



City of Gig Harbor

253-853-7638

wises@cityofgigharbor.net

From: robert wood [<mailto:robwood@centurytel.net>]

Sent: Tuesday, April 07, 2015 10:04 AM

To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Ekberg, Steve; Arbenz, Casey; Towslee, Molly

Subject: To: Gig Harbor City Council

Hello,

Harborview Dr. is part of the 'Soul' of Gig Harbor. The charm and quaintness of Millville will be wiped out by the proposed zoning change. This is the very thing we all said in the 2012 Harbor Vision Statement made our town unique and needed to be protected. This zoning revision will forever change Millville the lives of Millville residents. This is not right!

69 Millville residents have said **NO** to zoning changes. Only 5 are in favor.

Promises must be kept to all to preserve this historic neighborhood. **The City Council has an obligation to value the lives of citizens who voted them in, above developers.**

I implore you to deny this zoning change in Millville and put the late night restaurants in the commercial zone, where they belong.

Thank you,

Robert Wood

2709 43rd St. NW

Gig Harbor

Kester, Jennifer

From: Wise, Shawna
Sent: Tuesday, April 07, 2015 2:56 PM
To: Kester, Jennifer
Subject: FW: Deny this zoning change

From: citizensforgigharbor@gmail.com [<mailto:citizensforgigharbor@gmail.com>]

Sent: Tuesday, April 07, 2015 2:30 PM

To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Arbenz, Casey; Ekberg, Steve; Towslee, Molly

Cc: Charlee Glock Jackson; Karen Miller; gateway

Subject: Deny this zoning change

Madame Mayor and Council members,

In 2012, Gig Harbor citizens participated in open houses to create the Harbor Vision Statement and now the majority of the City Council intends to ignore this vision. The Council proposes to dispense with regulations in the Comprehensive Plan, created to protect and celebrate historic Millville. People came, made their wishes known and now the majority of the City Council intends to ignore these plans citizens said were important.

The City Council promised residents, living in Millville 24 hours a day, there would be no businesses interfering with their family way of life. This Comprehensive Plan current zoning promise guaranteed and assured residents there would be limited sizing for cafe restaurants, reduced operational hours, less noise, parking availability and no grills or deep fat fryers. Presently, the existing restaurants fit in well with their neighbors.

Mr Stearns intends to move a commercial restaurant into one of his existing buildings. Additionally, he is building 2 new buildings. For him to rent to the commercial restaurant, he personally requested a zoning change. This zoning change allows commercial and fast food restaurants in every waterfront property from Skansie Park thru Suzanne's Bakery. Mr. Stearns has done this against the wishes of his neighbors.(69 say no to zoning changes, 5 in favor.)

The charm and quaintness of Millville will be wiped out by such a zoning change. This is the very thing we all said made our town unique and needed to protected.

The City Council has an obligation to value the lives of citizens who voted them in, above developers. Mr Stearns, his employees and the restaurant owners do not live in Millville, or even the city of Gig Harbor. Promises must be kept to all to preserve this historic neighborhood. This zoning change must be denied.

Team

Citizens for the Preservation of Gig Harbor

Citizens for the Preservation of Gig Harbor LLC

C4GH: *Citizens committed to making Gig Harbor better than we found it! JOIN US!!*

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We do not inherit the earth from our ancestors, we protect it for our children

KINDNESS MATTERS

Kester, Jennifer

From: Guernsey, Jill
Sent: Wednesday, April 08, 2015 11:41 AM
To: Kester, Jennifer
Subject: FW: Millville Zoning Request

Follow Up Flag: Follow up
Flag Status: Completed

From: Charles Walker [mailto:charliewalker51@hotmail.com]
Sent: Wednesday, April 08, 2015 11:28 AM
To: Guernsey, Jill; Kadzik, Paul; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Ekberg, Steve; Arbenz, Casey; Towslee, Molly
Subject: Millville Zoning Request

Dear Committee Members

I have been following the Millville zoning request, and attending the public meetings, to try to draw a conclusion on this divisive issue. After considering the pros and cons, I would have to say that I am **not** in favor of changing the current zoning. While I do not believe that opening a restaurant/bar in the current Ship-to-Shore location would be harmful, I do believe that any additional restaurant openings would turn the area in to a restaurant-row kind of zone, with all of the noise, traffic and parking issues previously discussed. Listed below are some items that influenced my thought process.

- 1) How many restaurants can Millville support without cannibalizing others, both in Millville and the harbor in general? Has a study of this nature occurred? Once a restaurant fails, how easily can it be converted to another commercial enterprise?
- 2) Has any study occurred that accurately predicts the amount of revitalization that would occur? And where are the new customers coming from? I doubt many would pay the tolls to cross the bridge to spend an evening in Gig Harbor. Perhaps the senior citizens and young families that make up so much of our population are simply not inclined to go out in the evening and that Gig Harbor may therefore have all of the restaurants/bars it can support.
- 3) I fail to see how moving Brix a few blocks from one downtown location to another will have a net positive effect on revitalizing the downtown area. There seems to be too much turnover in the general Pioneer/Skansie area as it is, without creating another empty store front.
- 4) Are restaurants/bars truly the sort of revitalization needed? The residents in and around Millville have spoken, and they certainly do not think so. Is the perceived benefit worth irrevocably changing a beautiful historic area that encapsulates the town and its history?
- 5) A couple of weeks ago The Harveter had a kitchen fire and was closed for two days, reminding us of one of the negative aspects of restaurants. I also seem to recall a larger fire in the restaurant located next to the Thai

Hut. Hmm....

For the record, I do not live in proximity to Millville, but I do frequently walk the harbor. I find the waterfront "detour" between Netshed #9 and Dorotich Street to be one of the highlights. If this area becomes populated with restaurants I would probably change my route to Ross Street, thereby losing out on the "benefits" of revitalization.

Anyway, I do not envy you your jobs, but I believe you are passionate and am hopeful that you have the best interests *of everyone* in mind as you make your difficult decisions.

Best
Charles Walker