

City Council Meeting

February 8, 2016
5:30 p.m.



**AMENDED AGENDA
GIG HARBOR CITY COUNCIL
February 8, 2016 – Council Chambers**

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jan 25, 2016.
2. Correspondence / Proclamations: a) Pierce County Reads.
3. Liquor License Action: a) Paradise Theater application.
4. Receive and File: a) Intergovernmental Affairs Minutes 1-25-16; b) Council Retreat Minutes 1-23-16;
5. Appointments to Council Committees and Mayor Pro Tem.
6. Tourism Promotion Contracts: Kitsap Regional Convention and Visitor Bureau 2016 services; Travel Tacoma + Pierce County 2016 services; Carol Zahorsky Public Relations 2016 services; Tacoma South Sound Sports Commission 2016 services
7. SR16/Burnham Interchange Wetland Monitoring-Year 7 Professional Services Contract.
8. Resolution No. 1026 - Comp Plan Amendments Application Rejection.
9. Approval of Payment of 2015 Bills – Feb. 8, 2016: Checks #80389 through 80422 in the amount of \$297,128.36.
10. Approval of Payment of 2016 Bills - Feb. 8, 2016: Checks #80383 through #80388 & 80423 through 80500 in the amount of \$1,253,593.83.
11. Approval of Payroll for the month of January, 2016: Checks #7632 through #7642 and direct deposits in the amount of \$381,551.11.

PRESENTATIONS:

1. Pierce County Reads Proclamation – Tracey Thompson and Terri May.
2. Waterfront Farmer’s Market – Heidi Gerling.

OLD BUSINESS: None.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Cross Connection Control and Backflow Prevention.
2. Public Hearing and First Reading of Ordinance - Jerisich Dock Code Amendments.
3. Downtown Waterfront Alliance Contract Renewal.
4. Economic Development Board Pledge.
5. Public Records Request Policy.
6. Nomination to the Zoo and Trek Authority Board.
7. **Rescind Resolution No. 1024.**

CITY ADMINISTRATOR / STAFF REPORT:

Legislative Update – Ron Williams

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed for Presidents Day: Mon. Feb. 15th.
2. Open House – Asian Gypsy Moth – Wed. Feb. 17th at 5:30 p.m.

ADJOURN:

Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.























MINUTES
GIG HARBOR CITY COUNCIL
January 25, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jan. 11, 2016.  
2. Liquor License Action: a) Special Occasion Liquor Licenses (12) for the Downtown Waterfront Alliance Sip & Stroll Event.  
3. Correspondence / Proclamations: a) Catholic Schools Week Proclamation.  
4. Receive and File: a) Public Works Committee Minutes Dec. 14, 2015;   b) Parks Commission Minutes Dec. 12, 2015;   c) 2015 Fourth Quarter Financial Report;   d) Boards & Commissions Candidate Review Minutes Jan. 19, 2016;   e) City Council Worksession Minutes Jan. 11, 2016.  
5. Wastewater Treatment Plant and Collection System On-Call Engineering Services – Professional Services Contract - Advanced Industrial Automation Corporation.  
6. Resolution No. 1024 – Holly Circle Final Plat.  
7. Appointments to Lodging Tax Advisory Committee.  
8. Approval of Payment of Bills Jan. 25, 2016: Checks #80274 through #80285 and #80330 through #80382 in the amount of \$607,275.51.

MOTION: Move to approve the Consent Agenda as presented.
Kadzik / Payne - unanimously approved.

PRESENTATIONS:

1. [Catholic Schools Week Proclamation](#). Mayor Guernsey read the proclamation, and presented it to St. Nicholas Catholic School Principal, Amy Unruh.

2. [Fire District #5 – Impacts of Growth](#). Fire Chief John Burgess presented an overview of the Gig Harbor Fire & Medic One organization. He talked about the demand for service and response times, and how that has changed over the years. He also talked about maintaining service during difficult financial times, and the 5 year Strategic Plan to address an anticipated increase in population and demographic changes.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. [Public Hearing – 2016 Comprehensive Plan Amendment Docket](#).  

Senior Planner Lindsey Sehmel presented an overview of the process to consider four proposed Comprehensive Plan amendments submitted for the 2016 annual review cycle. She answered Council question regarding the proposed amendments.

[Mayor Guernsey opened the public hearing at 6:17 p.m.](#) She announced that public comments would be taken by project.

PL-COMP-15-0001 - Smith Gravel Mine

[Lee Van Komen](#) - 6208 110th St. Ct. NW. Mr. Komen, Henderson Bay Estates, spoke in opposition of the change citing increased traffic and crime, and lower property values due to traffic, and the transitory nature of the people who live in apartments.

[Carl Halsen](#) – PO Box 1447. Mr. Halsen is the agent for applicant. He said that the new high-residential transition designation would be a perfect fit for the area between the single-family residential and commercial zone, and asked for council support to allow this to move forward.

[Jeni Woock](#) – Citizens for the Preservation of Gig Harbor, 3412 Lewis Street. Ms. Woock discussed the “out of control development.” She said that the Citizens for the Preservation of Gig Harbor strongly request council deny these requests for rezoning these areas.

[Lloyd Elmer](#) – lives in Horizon West and spoke against the change, citing traffic and property values.

[Michael Bradley](#) – 10812 64th Ave. Ct. NW. Henderson Bay Estates. Mr. Bradley the blind curve coming down Burnham from the north and urged council to vote against it.

No one else signed up to speak on this amendment.

PL-COMP-15-0002 – Canterwood Boulevard.

[John Crosick](#) –McCormick Ridge, spoke in support of the staff recommendation.

[Jim Castino](#) – 12215 58th Ave NW. – Mr. Castino, resident of McCormick Ridge, talked about responsible growth and asked Council to consider the traffic.

[Carl Halsen](#) – agent for applicant. Mr. Halsen explained his support for the amendment and asked that Council allow it to move forward.

[Paul Hutchinson](#) – 5311 Canterwood Drive. Mr. Hutchinson urged council to vote this down.

[Margarita Closstack](#) - 9712 Woodworth Ave. Ms. Closstack asked Council to listen to the citizens and not approve this.

[Terri White – McCormick Ridge.](#) Ms. White urged the City Council to consider the impact of a school bus stop at this location.

[Charlie Brown](#) – Olympic Sunset West – 13814 56th Ave NW. Mr. Brown asked Council to please take into consideration the quality of life, the traffic situation, and please vote this down.

[Jacqueline Kelly](#) - 9428 Burnham Drive. Ms. Kelly, an employee at St. Anthony Hospital, citing the traffic at this site, urged Council to vote it down now.

[Page Schulty](#) - 12922 53rd Ave. NW. Ms. Schulty, a new citizen here, spoke against the proposal.

[Russell Tanner](#) - President of Canterwood Development, 4502 126th St. Ct. NW. Mr. Tanner voiced his concern with the increased traffic.

[PL-COMP-15-0003 – Removal of the MUD Overlay](#). Senior Planner Lindsey Sehmel gave a brief description of the area.

[Jim Copeland](#) – 4425 Burnham Dr. Mr. Copeland, Trustee with GH Eagles Club, spoke in support of the removal of the MUD.

[Councilmember Perrow recused himself from action on this matter before speaking](#). Representing Burnham Construction, Mr. Perrow spoke against removal of the MUD overlay.

[John Helgut](#) 9428 Burnham Drive. Mr. Helgut asked for clarification of how this affects him as a homeowner. He was advised to contact Ms. Sehmel in the next few days.

There were no further comments on this proposed amendment.

[PL-COMP-15-0004 – Arts Commission](#).

[Mark Hoppen](#) - 8133 Shirley Avenue. Mr. Hoppen, who serves on the Board of the Gig Harbor Art Center Alliance, spoke in favor of inclusion of the arts element. He gave an update on a proposed community arts center.

[Johnathan Bill](#) 9500 159th St. NW. Mr. Bill, President of Board of Gig Harbor Art Center Alliance and a teacher here, spoke in favor of inclusion of an arts element in the docket.

[Ann Moore Knapp](#). 5810 19th St. Ct. NW. Ms. Knapp serves on the Arts Center Board and also spoke in favor of inclusion of the arts element.

There were no further public comments and the public hearing closed at 7:00 p.m.

[Council deliberated on the four docket items](#).

MOTION: Move to forward applications PL-COMP-15-0001 to the Planning Commission for full review and consideration.
Kadzik / Payne – four voted in favor. Malich voted no.

MOTION: Move to deny application PL-COMP-0002 for further review and docketing. Direct staff to prepare resolution for review at next council meeting.
Malich / Payne - unanimously approved.

MOTION: Move to deny application PL-COMP-0003 for further review and docketing. Direct staff to prepare resolution for review at next council meeting.

Payne / Kadzik – Malich – no; Ekberg – no; Payne – yes; Kadzik – yes. In order⁴ of 6 to break the tie, Mayor Guernsey voted no. Councilmember Perrow abstained. The motion failed.

MOTION: Move to forward applications PL-COMP-15-0003 to the Planning Commission for full review and consideration.
Ekberg / Malich – Malich – yes; Ekberg – yes; Payne – no; Kadzik – no. In order to break the tie, Mayor Guernsey voted yes. Councilmember Perrow abstained. The motion passed.

Councilmember Malich disclosed that he sat on the committee to develop the amendment. City Attorney Angela Summerfield advised that this would not disqualify him from participating.

MOTION: Move to forward applications PL-COMP-15-0004 to the Planning Commission for full review and consideration.
Kadzik / Payne - unanimously approved.

Mayor Guernsey called a short recess at 7:30 p.m. The session began again at 7:38 p.m.

2. [Public Hearing and Resolution No.1025 in Support of Peninsula School District No. 401 Special Election Continuation Levy.](#)  



[Deborah Krishnadasan](#) - 12414 Osprey Dr. NW. Ms. Krishnadasan, PSD Board Member, presented information in support of the renewal of the levy approved in 2012.

[Mayor Guernsey opened the public hearing at 7:41 p.m.](#) No one came forward to speak and the public hearing closed.



MOTION: Move to adopt Resolution No. 1025 to express support for Peninsula School District's continuation levy on the Feb. 9th Special Election Ballot.
Malich / Ekberg –

[Council took turns voicing support of the levy.](#)

MOTION: Move to adopt Resolution No. 1025 to express support for Peninsula School District's continuation levy on the Feb. 9th Special Election Ballot.
Malich / Ekberg – unanimously approved.

3. [Resolution No. 1026 Harborview Drive Street Vacation – View Point Development LLC.](#)   Public Works Director Jeff Langhelm presented the history for this request to vacate a portion of Harborview Drive.

[Carl Halsen](#) representing property owner, agreed with the staff recommendation that this should wait for the HVD master plan. Councilmembers concurred. No motion came forth.

4. [Fire Inspection Contract.](#)   Building Official / Fire Marshal Paul Rice presented the information on this contract for annual commercial fire safety inspections and answered questions.

[Councilmembers asked questions and commented on several concerns.](#) The following motions came after deliberation.

MOTION: Move to approve the Interlocal Agreement between the City and PCFD#5 / Gig Harbor Fire & Medic One for fire inspection services as outlined in the agreement.
Ekberg / Kadzik -

MOTION: Move to amend the interlocal to change the term to a one year contract.
Payne / Perrow -

Roll call vote: Malich – no; Ekberg – no; Perrow – yes; Payne – yes; Kadzik – yes. Motion failed.



MOTION: Move to approve the Interlocal Agreement between the City and PCFD#5 / Gig Harbor Fire & Medic One for fire inspection services as outlined in the agreement.
Ekberg / Kadzik -

Roll call vote: Malich – yes; Ekberg – yes; Perrow – no; Payne – no; Kadzik – yes. Motion adopted.

5. [Art Locations Recommendation.](#)  

Public Works Director Jeff Langhelm presented information on recommendations from the Parks and Public Works Committee on placement of three public art pieces.

MOTION: Move to accept the recommended location for the Peace Pole at the Civic Center as identified on the exhibit and to accept the recommended location adjacent to Grandview Forest Park for the totem pole at the Civic Center as identified in the exhibit.
Ekberg / Kadzik - unanimously approved.

6. [GHAC 2016 Work Plan.](#)   City Clerk Molly Towslee explained that the Arts Commission is requesting a formal adoption of the updated work plan for 2016. She introduced [Charlee Glock-Jackson, Gig Harbor Arts Commission Chair](#), who offered to answer any questions on the proposed work plan.

MOTION: Move to approve the 2016 Gig Harbor Arts Commission Work Plan.
Malich / Perrow - unanimously approved

CITY ADMINISTRATOR / STAFF REPORT:

1. [Legislative Update.](#) City Administrator Ron Williams updated council on the legislative process on both the Federal and State level. He shared that Chief Busey testified in Olympia on body cameras.

2. [Lift Station 12 Update.](#) Public Works Director, Jeff Langhelm presented information on the pump failure at Lift Station 12. He and Darrel Winans, WWTP Supervisor answered questions.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich asked if we can modify the 300 foot notification rule to expand and notify more people. Mayor Guernsey responded that 300 is the standard in law. There is the website and other ways to advertise.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee: Mon. Feb. 8th at 4:00 p.m.
2. Open House – Asian Gypsy Moth – Wed. Feb. 17th at 5:30 p.m.

ADJOURN: The meeting adjourned at 8:58 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Pierce County READS seeks to engage, involve, and connect people throughout Pierce County; and

WHEREAS, Pierce county READS is the largest community reading event in the county, when people read an award-winning Author's work, participate in free events, join in group discussions, and attend a free event to meet the nationally known, best-selling author on April 29th, 2016, at 7 p.m.; and

WHEREAS, the Pierce County Library is offering this community-wide program in collaboration with numerous community partners; and

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby resolve that February 7th through April 29th is proclaimed as:

Pierce County READS

in recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by KeyBank Foundation, The McGavick Conference Center at Clover Park Technical College, and Pierce County Library Foundation. The Mayor and City Council invite all citizens of Gig Harbor to join us in this special observance.

Mayor Jill Guernsey, City of Gig Harbor

Date



NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: <http://lcb.wa.gov>

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov
DATE: 1/22/16

UBI: 601-278-148-001-0002

License: 407814 - 1U County: 27
Tradename: PARADISE THEATRE

APPLICANTS:
THE PERFORMANCE CIRCLE

Loc Addr: 3114 JUDSON ST
GIG HARBOR WA 98335-1222

Mail Addr: PO BOX 4
GIG HARBOR WA 98335-0004

Phone No.: 253-303-1825 VICKI RICHARDS

Privileges Applied For:
SPIRITS/BEER/WINE THEATER

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



City of Gig Harbor
Intergovernmental Affairs Council Committee

Councilmembers Arbenz, Payne, and Perrow

Minutes

January 25, 2016 – 4:00 p.m.

Gig Harbor Civic Center – Executive Conference Room

Meeting called to order at 4:05pm.

Present: Ron Williams, Shawna Wise, Councilmember Payne, Councilmember Perrow, and Dale Learn via teleconference. Mayor Guernsey joined the meeting at 4:15pm. Briahna Murray joined the meeting at 4:25pm.

Federal Legislative Update

December of 2015 Recap

Dale Learn reviewed 2015 - FY16 appropriations such as LWCF Reauthorization, TIGER, and the Tax Extenders permanent deductions.

Surface Transportation Authorization – Mr. Learn reviewed the FAST Act, which is a 5-year bill with increases in highway funding and freight. He explained we may hear through PSRC or WSDOT about programs and oftentimes there are federal sources associated with those programs. He asked to let him know if we hear of a project or program that could impact the city and he will assist in researching the federal funding options. Mr. Learn shared that they have reauthorized the Recreational Trails Program and the Safe Routes to School federally sourced program, administered by the state.

State Grants with Federal Funding Sources

Mr. Learn explained there is a webinar on February 17th with applications for BIG due May 2nd and Land and Water Conservation Fund applications due November 1st.

Issues in 2016

Mr. Learn said with the Presidential & Congressional election year there are some items that will be related to us, or our constituents, such as trade legislation, mental health and criminal justice reform, and higher education.

WRRDA Reauthorization – Mr. Learn shared that he thinks the Water Resources Development Act will be another authorization.


Puget Sound Recovery Caucus – Mr. Learn explained that Congressman Kilmer and Congressman Heck are co-chairs. They have been pushing to get the National Maritime Heritage Act passed.


Mr. Learn suggested the Committee look at the grants list to determine if there are grants we want to apply for.

[Councilmember Perrow](#) asked about the FEMA Critical Infrastructure Grant and Mr. Learn said he will monitor this and will let us know if anything is implemented for coastal communities. The Homeland Security Office is leading this effort.

Committee took a 5 minute break and reconvened at 4:25pm.

State Legislative Update

[State Legislative Session Update](#)  ← Briahna Murray reviewed the Legislative Report. She explained that House Bill 2717 was introduced by Rep. Jesse Young which creates the Narrows Bridge coffee act. Rep. Young is asking for City support of this legislation. The Committee feels it is a creative idea, but is sensitive to the effect on downtown businesses with commuters going through the toll both for coffee instead of buying in town. The Committee agreed to support the Bill moving forward. Councilmember Perrow stated that Rep. Young's support of the Main Street Legislation is very important as well.

[Bill Status Report](#)  ← Mayor Guernsey asked about HB 2348. Ms. Murray said the bill is still alive and she will follow this bill for the City.

Other Business

[Councilmember Payne](#) shared with Ms. Murray that there was a conversation at the Council Retreat about our City Court vs. having court in Pierce County. CM Payne said he would like to maintain a court in Gig Harbor and would like to know what assistance is there for funding for communities that serve as a justice center. Ms. Murray explained that court funding is challenging and one suggestion is possibly adjusting fees. CM Payne said we can come back and review this after the current legislative session.

Meeting adjourned at 5:00pm



City Council Retreat Minutes
January 23, 2016, 9:00 am - noon
Community Rooms A/B

Present: Mayor Guernsey, Ron Williams, Shawna Wise, Councilmembers Payne, Perrow, Lovrovich, Ekberg, Arbenz, Kadzik

1. Review of 2015

Councilmembers discussed what worked well, what needs improvement

Councilmember Perrow stated he has seen an increase in effort for better communication from all departments and he doesn't want to see that momentum die off. He said he would like to see the process for notices from the Planning Department be more consistent – perhaps set a noticing date where everything is emailed out, sent to paper for publication. Formatting of emails and documents relating to noticing could also be consistent. Blind cc the group so one page of the email is not a large list of email addresses. Councilmember Payne asked for clarification on who can contact the City Attorney with questions. Mayor Guernsey stated that staff and Council can contact Angela, but suggests we check in with each other prior to calling in the event someone has already asked her the same questions.

Councilmember Lovrovich shared that while there have been improvements to the City Website, more quick links to information would be great. Example: gigharborplanning.com and other project links. She suggested an intern to assist with web design, if necessary. Councilmember Ekberg said he liked the improvements to the website, for example the staff directory organized by department and alphabetically. Councilmember Payne suggested we broaden our strategy on what we are doing with our website and social media to share information. He asked if there was a City Facebook page. Shawna Wise shared that sitecrafting is currently working on the site improvements and that we do not have a City facebook page other than gigharborguide.com the Gig Harbor Police Department. Councilmember Payne suggested perhaps we look at this as another tool for public information.

Councilmember Ekberg explained another area for improvement is our perception from the outside as to how we are doing business. He suggests that it be policy for employees to keep their voicemails and email auto replies current. If an employee is out sick or on vacation, their phone and email should reflect that. He also suggested if a caller receives an employees' voicemail, they should be able to press 0 and be directed to someone who can help them, not

be given another phone number to try calling. He also shared that in the Planning/Building Departments the City is sometimes perceived as hard to work with. He understands the code is complex, but perhaps we should look at project management, analyze our system, or have a consultant look at our system to see what can be changed for improvements. He also stated that it could be as simple as reviewing the project, when an item needs changing/correctly by the client, they are given so many days to come back with the corrections or they lose their spot in the cue. He doesn't feel they should be put to the bottom of the pile immediately after asking for more information. Mayor Guernsey said that Planning/Building/Public Works are intertwined and she has asked Ron Williams to work with them on upcoming projects as a whole and come up with a process. Ron Williams said that he will be doing an internal process review with those departments and they will be testing the new process internally on a city project. Councilmember Perrow shared that he feels staff wants to improve processes and perhaps an outside analyst can challenge us. Mayor Guernsey said although there is a cost associated with a project manager she understands that is a piece that is missing. However, we did use a project manager on large projects like the hospital and Heron's Key and those companies paid for the project manager. Councilmember Ekberg shared he would like to see the process improve whether it's single family homes or large projects. Councilmember Payne asked for a time frame on when the processes will improve. He explained that if improvements cannot be handled internally, then he supports bringing in an external consultant to review our processes. He said he feels concern for small businesses and homeowners. Mayor Guernsey said we should see improvements by the end of 2016. Councilmember Perrow said another area needing attention is tenant use. He suggested we help people to better understand how to open a business in Gig Harbor.

2- 2016 Contracts

Mayor Guernsey shared that the Tacoma-Pierce County EDB has asked for a 5-year pledge of \$20,000 per year. Councilmember Ekberg asked how well they have worked for us in the past. Mayor Guernsey answered that there is not an instant return but we need to remain visible. She explained that our area is appropriate for medical/health fields, such as Metagenic and the Hangar Clinic. Councilmember Payne said that while he is generally supportive of the EDB, he has not seen much evidence of their good here in Gig Harbor. He said that if he supports the investment he would like to see a more focused strategy, such as in the Spinnaker study. Mayor Guernsey said that she doesn't have one person to focus solely on economic development so she is becoming more involved in PCRC and PSRC and is on the Board for Tacoma – Pierce County EDB. She plans to help identify and bring more organizations our way. Councilmember Payne said that an option would be to bring in individuals accomplished in business to share how to generate economic development. He said he could provide names for outreach. Councilmember Kadzik explained he read the article by PCRC that Gig Harbor has too many jobs and taking away from Tacoma. Mayor Guernsey said there is a meeting already scheduled for next week with PCRC and the City to discuss this. Councilmember Arbenz said he would rather see PCRC focused on economic development rather than property development and the

expense is high and he is not sure we will see a return. Councilmember Payne read PCRC's mission statement and said he would like to see them more effective for us. Mayor Guernsey said the EDB contract will go on an upcoming Council agenda for further Council review and discussion.

Ron Williams shared the Waterfront Alliance contract asking for \$10,000 toward the farmers market. Councilmember Ekberg said that he is not sure taxpayers should be funding this. Councilmember Kadzik said it is a matter of do we want a market downtown and that he feels it is part of the big picture of what the Waterfront Alliance does. Councilmember Payne said he is in favor as long as this is the last year for farmers market funding and he questions whether the park is the best location for the market. Councilmember Lovrovich confirmed the farmers market wants to be self-sufficient. Mayor Guernsey said this will come to full council for review.

3. Legal Fees

Ron Williams explained that the Department of Assigned Council fees continue to go up and asked Council if they would like him to look at other options, perhaps private instead of Pierce County. Councilmember Arbenz stated that he feels the amount we spend for defense and prosecuting attorney should be equal. Councilmember Ekberg and Councilmember Payne suggested we evaluate the Court and what costs are. Mayor Guernsey said she will have staff see if there are relevant studies. Councilmember Payne suggested the Intergovernmental Affairs Committee discuss what options are out there.

4. Purchasing

Ron Williams said that the suggestion of centralized purchasing was brought to him by a staff member. Mayor Guernsey said that one idea is to have all general purchases done through Finance. Ron Williams said that it is something to be looked into.

5. REET

Ron Williams explained the REET funding options. Councilmember Kadzik said the list of options should be prioritized and perhaps a workstudy session between Council and staff would be appropriate to discuss details for the projects and costs, however he feels that a new roof in City Hall is at the top of his list. Councilmembers agreed to get their list of priorities to Ron.

6. City Council Meetings

Ron Williams read sections from Roberts Rules of Order which focused on professionalism, respect, and civility. He explained we are all part of the City, not an us vs them. He reminded council that they only have power as a whole and we should honor that process. Councilmember Kadzik shared that he feels we should formalize things more and perhaps a rules of order session could be given to council as a refresher. Councilmember Perrow asked if the draft agenda can be in the website when it is available on Tuesdays. He also shared that the sound system in the back is not very loud. Ron Williams reminded council to speak closely and

directly into the microphones, as that may also help. Councilmember Perrow also suggested that better tools are needed to run powerpoint presentations. Councilmember Payne echoed this frustration of technology issues during council meetings and tools should be given to Molly Towslee, City Clerk, for this to happen. Councilmember Perrow shared that the audio on AVCA for other meetings is at times hard to hear. He asked if microphone improvements could be made in the community rooms. Councilmember Kadzik said improved lighting in the community rooms is also needed. The lights should be able to be adjusted when there is a presentation with the projector.

7. Government On-Demand

Ron Williams explained Government On-Demand and that there are programs available to push information out to the public which in the long term will take time off of staff responding to the public. More information will be available to public, faster. Councilmember Payne said big cities are doing this all over and it is expensive to set up but we can go as deep and as wide as we want. He said we should clearly define what the primary things are that we want to do. He suggested reviewing some companies and bring them to council for a presentation. Councilmember Lovrovich is in favor. Ron Williams said he will share an update at a future Council meeting.

8. Lighting

Mayor Guernsey shared the photos of France and said it brings a sense of community. She would like to start this in the Finholm area. Councilmember Payne said we should decide what our lighting standard is – cool lights or warm lights. Councilmember Ekberg suggested having downtown businesses step up and have them outline their businesses in lights. Councilmember Perrow said we should be consistent with our message on private properties and preserve the quality of decorations.

9. Annexation Strategy

Ron Williams asked council if they were interested in a feasibility study for the 2017/18 budget. He said it would be under \$50,000. Councilmembers discussed the pros and cons.

10. 2017-2018 Budget

Ron Williams shared that departments will again be sharing parts of their Impacts of Growth with their “asks”. He briefly reviewed what types of staffing improvements departments would like to see made.

11. Downtown Traffic Study

Ron Williams shared the proposed downtown traffic couplet. Councilmember Ekberg said this version was rejected in the past. Councilmember Kadzik said he would be willing to try it temporarily with re-striping. Ron Williams suggested a traffic model and Councilmember Ekberg

said the model doesn't reflect the drivers – the model will show it works. We need real data. Councilmember Perrow was concerned this might increase speeds through downtown. Councilmember Payne said perhaps a workstudy session to review the master plan. Shawna Wise said hardcopies are available and she will also provide a link.

12. Council Committees

Mayor Guernsey shared the committees and only change was Councilmember Payne replacing Councilmember Lovrovich on Public Works Committee. Councilmember Payne is also Mayor Pro-Tem. Council agreed to have Boards and Commissions continue interviewing applicants and Mayor Guernsey will be included in those interviews. Mayor Guernsey said these items will be adopted at the next Council meeting.

13. Other Items from Council

Councilmembers noted items they would like further discussed in the near future.

Councilmember Ekberg:

- Transportation Benefit District
- Historic Plaques at Donkey Creek Eddon Boat House Lease
- Highway 16 Traffic– Wollochet overpass and westbound for Olympic Village
- Peacock Meadows

Councilmember Perrow

- Austin Estuary Park Approved Uses
Park Maintenance
- Street Trees / Frontage Improvements

Councilmember Payne

- Street Scape / Traffic Flow /Gilich Ave /Clarks Storage Unit
- Harbor Hill Drive Park
- Woodworth Water Tower
- Farmers Market

Councilmember Arbenz

- Police Vehicles
- Continued Communication

Meeting adjourned at 12:05pm.



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

Subject: Council Committees

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Shawna Wise *SW*

To accept these appointments for the Council Committees and to appoint Mayor Pro Tem for 2016.

For Agenda of: February 8, 2016

Initial & Date

Concurred by Mayor:

DR 1-29-16

Approved by City Administrator:

Shawna Wise 1/29/16

Approved as to form by City Atty:

N/A

Approved by Finance Director:

DR 1/29/16

Approved by Department Head:

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

Mayor Guernsey would like to recommend the following 2016 committee assignments:

Finance & Safety: Ekberg, Arbenz, Perrow

Public Works: Ekberg, Malich, Payne

Planning & Building: Kadzik, Ekberg, Lovrovich

Intergovernmental Affairs: Payne, Perrow, Arbenz

Boards & Commissions Candidate Review: Lovrovich, Malich, Kadzik

Mayor Guernsey would also like to recommend Mayor Pro Tem Tim Payne for 2016.

FISCAL CONSIDERATION

None.

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Council Committees for 2016 and approve the appointment of Mayor Pro Tem Tim Payne.



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

Subject: Tourism Promotion Activities
Contracts Approval

- Tacoma Regional Convention and Visitor Bureau (TRCVB)
- Visit Kitsap Peninsula
- Tacoma South Sound Sports
- Zahorsky Communications

Proposed Council Action: Approve and authorize the Mayor to execute the agreements to provide support to the TRCVB for \$10,000, Tacoma South Sound Sports, Visit Kitsap Peninsula each in the amount of \$5,000, and Carol Zahorsky Public Relations in the amount of \$15,000..

Dept. Origin: Administration – Tourism & Communications

Prepared by: Karen Scott

For Agenda of: February 8th, 2016

Exhibits:
4 referenced contracts

	Initial & Date
Concurred by Mayor:	Jbr 2-2-16
Approved by City Administrator:	RW 2-2-16
Approved as to form by City Atty:	OK via email / hz
Approved by Finance Director:	CF 2/2
Approved by Department Head:	[Signature]

Expenditure Required	\$35,000.00	Amount Budgeted	\$35,000.00	Appropriation Required	0
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INFORMATION / BACKGROUND

As outlined in the 2016 Narrative of Objectives, the Tourism & Communications Office has budgeted to contract with the Tacoma Regional Convention and Visitor Bureau (\$10,000), Tacoma South Sound Sports (\$5,000), Visit Kitsap Peninsula (\$5,000) and Carol Zahorsky Public Relations Consultant (15,000). These partnerships capitalize on shared resources for leisure travel, tour operators, meetings and conventions, and advertising and promotion opportunities. Our Public Relations Consultant will continue the effort put forth during the US Open campaign to provide greater exposure to the City of Gig Harbor by way of public relations, to include media relations, focusing on new development and amenities as a vehicle for potential media attention and publicity.

FISCAL CONSIDERATION

These items have already been approved in the 2016 Tourism & Communications Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$35,000.00.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that Council authorize and accept the contracts for Tacoma Regional Convention and Visitor Bureau, Tacoma South Sound Sports, Visit Kitsap Peninsula, and Carol Zahorsky Public Relations by the Lodging Tax Advisory Committee.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Agreement to support the Tacoma Regional Convention and Visitor Bureau in the amount of \$10,000, Tacoma South Sound Sports in the amount of \$5,000 and Visit Kitsap Peninsula in the amount of \$5,000, and Carol Zahorsky Public Relations in the amount of \$15,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Tacoma Regional Convention and Visitor Bureau**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Tacoma Regional Convention and Visitor Bureau, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities 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 Ten Thousand Dollars (\$10,000.00) paid in equal quarterly installments upon receipt of invoice 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.

B. The total funding provided to the City to Tacoma Regional Convention and Visitor Bureau under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) and will be paid quarterly upon receipt of invoice from the Tacoma Regional Convention and Visitor Bureau. Tacoma Regional Convention and Visitor Bureau shall expend the funds prior to December 31, 2016. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall

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

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

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

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

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

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

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

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

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

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

10. **City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work

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

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

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

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

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator 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:
Tacoma Regional Con. & Vis. Bureau
ATTN: Bennish Brown, President & CEO
1119 Pacific Ave., Ste. 500
Tacoma, WA 98402
(253) 284-3250

City of Gig Harbor
ATTN: Karen Scott
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

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
Tacoma Regional Convention & Vis. Bureau

CITY OF GIG HARBOR

By: *Bennish D. Brown*
Bennish Brown, President and CEO

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Ten Thousand Dollars (\$10,000.00) in funding to the Tacoma Regional Convention and Visitor Bureau to perform the following activities:

1. Digital Marketing

- Gig Harbor Page on TripAdvisor - TripAdvisor is the #1 website for travel planning worldwide.
- Travel Tacoma sponsors the Gig Harbor TripAdvisor page, with links to top pages promoting places to stay and things to do in Gig Harbor.
- Gig Harbor presence on Travel Tacoma website – more than 100,000 visitors per year.
- The website features: Gig Harbor Regional page – providing destination highlights, and key attractions, such as boutique shopping, harbor tours, historic net sheds, parks and walking paths, and festivals.
- Gig Harbor Hotels– Hotels in Gig Harbor are listed on the website whether or not they are a partner with the CVB. Paying partners get an elevated presence.
- Gig Harbor restaurant listings – Restaurants in Gig Harbor are listed on the page. Quality restaurants are listed, whether or not they are a partner with the CVB. Paying partners get an elevated presence.
- Gig Harbor shown in 90-second destination video (viewed approximately 100,000 times online this year)
- Gig Harbor events listed on Events Webpage (23,000 views since May)
- Gig Harbor hotel listings and pre-and-post options for meeting and wedding planners
- Social media (nearly 10,000 followers across platforms, including Facebook, Twitter, Instagram, and Pinterest)
- Promotion of major events in and around Gig Harbor to encourage overnight stays.
- 2016 Digital Projects
- Wedding page enhancements to reach high interest in Wedding-planning information on our website. Content will include Gig Harbor venues and hotels.

2. Tour Operators

Gig Harbor promoted in multiple itineraries that are sent out by our sales team to meeting planners, and by the marketing team to tour operators.

3. Print

- 2016/2017 Visitor Guide (125,000 distributed)
- Gig Harbor gets its own header in the regional section in the 2016/2017 Official Tacoma + Pierce County Visitor's Guide. \$2,216 value**
- Gig Harbor will also have businesses listed in a minimum of three articles.

- Gig Harbor events will be listed in events calendar.
- 2015/2016 Meeting Planner Guide (2,500 distributed)
- Gig Harbor activities, businesses, experiences highlighted as pre and post options for weddings and special events.
- Gig Harbor hotels listed
- Print advertising - Gig Harbor name in the Travel Tacoma + Pierce County mark on Print Ads in Western Journey Magazine, and other print publications.
- **Based on 2014/2015 comparable ad rates

4. Dining Guide (quantity for 2016 TBD)

Gig Harbor restaurants and city map distributed through hotels and visitor information center. - \$1000 value***

***based on 10 free listings at \$100 each. Rate for enhanced listing \$175.

5. Visitor Information Center

Materials at the Visitor Information Center – Located at the Greater Tacoma Convention & Trade Center, which hosts more than 150,000 attendees a year.

6. Sales Activities

Marketing Programs

Gig Harbor will continue to be part of the Sales Department's marketing efforts, particularly with the regional sales team, as they attend market tradeshows and conferences (15 attended in 2015 nationwide), host Familiarization Tours and make outbound client sales calls.

When appropriate, stories pitched to meetings publications will include references to Gig Harbor as a destination, hotels, meeting venues, etc. that drive visitor traffic to Gig Harbor businesses.

7. Hotel Bookings

Continue the trend of hotel leads to Gig Harbor lodging properties, and any support we can provide to turn those leads into bookings. Approximately 20 leads were sent to various Gig Harbor hotels, restaurants, and related businesses in 2015. The estimated economic impact if these bookings were turned definite is \$3,437,157. Of the leads sent to Gig Harbor hotels in 2015, The Inn at Gig Harbor contracted for a military reunion with the Charlie Company 1st Battalion 501st Airborne Division [Screaming Eagles]. The reunion was from Aug. 27 – Sept. 1, contracted for 108 room nights, with an estimated economic impact of \$23,000.

8. Results

The Convention and Visitor Bureau Staff will produce a 2016 Annual Report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee by April 2017.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Carol Zahorsky**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Carol Zahorsky, a sole proprietor (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in public relations and promotion campaign surrounding tourism marketing 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 fifteen thousand dollars (\$15,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that

portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

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

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

8. Insurance.

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

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

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

three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

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

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any

person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Carol Zahorsky
14735 McIntosh Lane SE
Tenino, WA 98589
(360) 481-1752

City of Gig Harbor
ATTN: Karen Scott
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

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

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

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

CONSULTANT

By: 
Carol Zahorsky, Owner

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

SCOPE OF SERVICES

Building on the success of the U.S. Open media outreach project, January through July 2015, and a 2016 budget of \$15,000, here is a proposed scope of work to continue a media relations program directed at achieving earned media placements for Gig Harbor specific to attracting overnight visitors:

1. With Client input and approval, develop, implement and track a strategic media relations work-plan congruent with the overall visitor marketing plan and focused on promoting Gig Harbor's existing and emerging visitor assets, including specific signature events;
2. Meet on a regular, agreed upon basis with the City of Gig Harbor Tourism & Communications Director to evaluate and report on program and stay abreast of visitor-related news;
3. Provide counsel to the Client on fulfilling marketing goals using media relations tactics as tools and suggest media relations strategies to fulfill specific goals;
4. Determine with Client schedule and topic for two press releases; draft and help distribute agreed upon press releases;
5. Contact, pitch and encourage visitation by key writers or editors of target media;
6. Work with Client to create tailored itineraries for travel writers, food/lodging/attraction outreach and arrangements for the hosting of media with a goal of hosting five or more writers in 2016;
7. Respond to direct media queries; stay abreast of and respond to appropriate media leads generated by the Tourism & Communications Director, Visit WA, HARO and others;
8. Provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Tourism & Communications Director.

Rationale:

The 2015 media relations project revealed sufficient travel media interest to build upon and continue outreach with projected strong return on investment into 2016. The project demonstrated that the most valuable results (i.e. feature media placements) were achieved by getting media to visit and write about Gig Harbor and its visitor assets based on firsthand experience.

Target media:

- *Freelance travel writers and travel bloggers;*
- *Travel Magazines – Travel + Leisure, Conde Nast Traveler, Departures, AFAR, Northwest Travel, AAA's Western Journey, etc.;*
- *City, Lifestyle and Regional Magazines – Sunset, South Sound, Seattle Met, Coastal Living, etc.;*
- *Inflight Magazines – Alaska Beyond, Delta Sky, etc.;*
- *Newspapers – Travel, feature, lifestyle sections of daily newspapers in Washington, Oregon, Northern California and British Columbia;*
- *Local Television – KING-5, KOMO-TV, KIRO-TV, Q13;*
- *Meetings/Incentives Trades – MeetingsNet, Corporate & Incentive Travel, Successful Meetings, etc.;*
- *Travel Trade – TravelAge West, Travel Weekly, Business Travel News;*
- *Other media targeted by The City's tourism marketing effort.*

EXHIBIT B

CHARGES FOR SERVICES

In Exchange for the services in Exhibit A, Carol Zahorsky will be paid by the City of Gig Harbor \$125.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$15,000.00 for the duration of this contract.

Carol Zahorsky will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

The fee structure presented above includes all incidental expenses except postage and mailing supplies such as envelopes and letterhead which will be provided by the City of Gig Harbor, based on a per project basis and with prior arrangement with the Tourism & Communications Director and from the City office postage and supply budget. No additional invoices from the Consultant will be accepted for expenses.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Tacoma South Sound Sports**

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

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities 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 five thousand dollars and no cents (\$5,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement

B. The total funding provided by the City to Tacoma South Sound Sports under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Tacoma South Sound Sports. Tacoma South Sound Sports shall expend the funds prior to December 31, 2016. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15)

days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

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

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but

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

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

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

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

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

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

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be

subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator 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:
Tacoma South Sound Sports
ATTN: Dean Burke, Executive Director
1119 Pacific Ave., Ste. 500
Tacoma, WA 98402
(253) 284-3260

City of Gig Harbor
ATTN: Karen Scott
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

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 16th
day of DECEMBER, 2015.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: EXECUTIVE DIRECTOR

By: _____
Mayor Jill Guernsey

Tacoma South Sound Sports
ATTN: Dean Burke, Executive Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to Tacoma South Sound Sports to perform the following activities:

- A. Tacoma South Sound Sports staff will support Gig Harbor in marketing and selling to sports promoters and sporting event organizers as well as sports related tour operators for our city and region. Tacoma South Sound Sports will market and promote Gig Harbor venues, facilities, hotels, attractions, businesses, and the city in general as a destination for amateur sports events, conferences, competitions, tournaments, and tours etc.
- B. Promotion and Marketing – Tacoma South Sound Sports will market Gig Harbor to include Gig Harbor as part of the following aspects of the Tacoma Sports Commission; website, collateral materials, familiarization tours where appropriate. As part of our regional effort to attract visitors and visitor spending through amateur sports, Gig Harbor will be represented and promoted at event marketplaces, conferences, collateral materials, website, as a destination for sports events. Gig Harbor lodging facilities will be marketed and promoted to all events that TSSS attracts throughout the region.
- C. Web Presence – Tacoma South Sound Sports staff will provide Gig Harbor focused information and links from (TSSSC website) and represent Gig Harbor on said website. TSSSC will include all Gig Harbor venues, clubs, schools, hotels, restaurants, and attractions.
- D. Projects- Tacoma South Sound Sports will continue its support for the Gig Harbor Paddlers' Cup and Expo 2016. Additional events will be developed when possible. Tacoma South Sounds Sports will work with the City of Gig Harbor Tourism and Communications Department on development new ideas to generate overnight rooms such as sports related tours, Triathlons, and other events.
- E. The Tacoma South Sound Sports will produce a 2016 annual report for with complete detail of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee by April 2017.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Visit Kitsap Peninsula**

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

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities 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 Five Thousand Dollars (\$5,000.00) paid in equal quarterly installments upon receipt of invoice 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.

B. The total funding provided to the Visit Kitsap Peninsula under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Visit Kitsap Peninsula. Visit Kitsap Peninsula shall expend the funds prior to December 31, 2016. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall

pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

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

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

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

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

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

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

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

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

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

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

10. **City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work

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

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

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

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

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator 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.

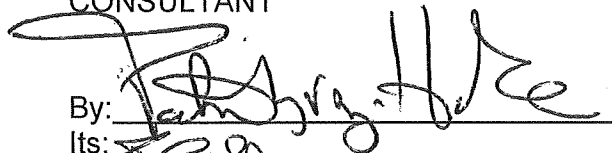

CONSULTANT:	City of Gig Harbor
Visit Kitsap Peninsula	ATTN: Karen Scott
ATTN: Patty Graf-Hoke, Executive Director	3510 Grandview Street
9841 Silverdale Way NW STE 281	Gig Harbor, WA 98335
Silverdale, WA 98383	(253) 853-3554
(360) 908-0088	

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

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

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

CONSULTANT

By: 
 Its: 

Visit Kitsap Peninsula
ATTN: Patty Graf-Hoke, Executive Director

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to the Visit Kitsap Peninsula to perform the following activities:

- A. Meeting Marketing and Direct Sales – Visit Kitsap Peninsula Staff will market and sell Gig Harbor to professional meeting planners throughout the year through inclusion in Visit Kitsap Conferences and Meetings webpage.
- B. Promotion and Marketing- Visit Kitsap Peninsula will continue to market Gig Harbor in all aspects of VKP promotional opportunities which includes a listing on the cover of the VKP Visitor Guide, on the map, and have a short paragraph on the inside of the brochure. The City of Gig Harbor will also have access to post tourism related events on the VKP self posting online VKP Calendar and have major tourism related events featured in the VKP and eNewsletter.
- C. Web Presence – Visit Kitsap Peninsula will include the City of Gig Harbor in the pull-down menu under Communities on the VKP website and provide a landing page that lists VKP Gig Harbor members, and links including one to City of Gig Harbor Tourism website (www.gigharborguide.com).
- D. Other Marketing Opportunities: Visit Kitsap Peninsula will offer the City of Gig Harbor the opportunity to participate in co-op regional marketing opportunities such as the Kitsap Peninsula Water Trails program, including being part of the Kitsap Peninsula Water Trails Alliance, boating, agri-tourism, culinary and micro-brew promotions, eco-recreation promotions such as the Kitsap Peninsula Water Trails Festival, biking and running events, and other promotions that will strengthen the VKP/City of Gig Harbor partnership, and support regional efforts to market the Kitsap Peninsula region as a major destination for visitors and events.
- E. Results- Visit Kitsap Peninsula will produce a 2016 Annual Report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee by April 2017.



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

Subject: SR 16/Burnham Interchange
Wetland Monitoring–Year 7 – Professional
Services Contract

Proposed Council Action: Authorize the
Mayor to execute a Professional Services
Contract with David Evans & Associates, in an
amount not exceed \$7,226.04.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *mm*
Project Engineer

For Agenda of: February 8, 2016

Exhibits: Professional Services Contract
and Exhibits

	Initial & Date
Concurred by Mayor:	<i>JG 2-11-16</i>
Approved by City Administrator:	<i>RW 2-4-16</i>
Approved as to form by City Atty:	<i>byemail 1-29-16</i>
Approved by Finance Director:	<i>DF 2/4</i>
Approved by Public Works Director:	<i>DF 2/4/16</i>
Approved by City Engineer:	<i>DF 2-4-16</i>

Expenditure Required	\$7,226.04	Amount Budgeted	\$15,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Permits acquired for construction of Canterwood Boulevard and improvements to the highway 16 interchange with Borgen Boulevard and Burnham Drive required creation of wetland mitigation sites. These wetland mitigation sites are required to be periodically inspected and the inspection results reported to the US Army Corps of Engineers. This contract consists of year 7 of 10 years of monitoring and reporting.

FISCAL CONSIDERATION

This project is included in the City of Gig Harbor 2015/2016 Budget with a budgeted amount of \$15,000.00 from the Street Capital Fund. The budget summary for this item is provided in the table below.

Project Funding:	
2015/2016 Budget Street Capital, Objective 6	\$ 15,000.00
Expenses:	
Conifer trees planted by PW crew	\$ 169.94
Professional Services Contract – David Evans & Assoc.	\$ 7,226.04
Total Remaining Budget:	\$ 7,604.02

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Professional Services Contract with David Evans & Associates, in an amount not exceed \$7,226.04.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS & ASSOCIATES**

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

RECITALS

WHEREAS, the City is presently engaged in Mitigation Monitoring 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 Seven Thousand, Two Hundred, Twenty Six Dollars and Four Cents (\$7,226.04) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. 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 31, 2017; 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:
David Evans & Associates
ATTN: Gray Rand, PWS
415 118th Avenue SE
Bellevue, WA 98005

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: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GIG HARBOR BURNHAM DRIVE INTERCHANGE YEAR 7 MITIGATION MONITORING SCOPE OF SERVICES

Task 1.0 Year 7 Monitoring

DEA will conduct Year 7 monitoring to document how existing site conditions relate to achievement of Year 7 performance standards. Applicable Year 7 standards included the following:

- Presence of wetland hydrology in wetland creation areas
- Total cover of native woody species in wetland and buffer areas
- Total cover of weeds and invasive species
- Total tree survival in Mitigation Site 2
- Stream performance standards 1 through 9

In order to accomplish this monitoring, DEA will conduct two site visits, one in the spring (May/June) and the other in mid to late summer (July/August). The first site visit will measure wetland hydrology and vegetative cover characteristics. The second site visit will measure stream characteristics. The first site visit will be conducted by two biologists in one day, and the second visit will be conducted by one biologist for one day. Vegetation monitoring will be conducted along previously established transects using the line intercept method. Monitoring will also include photo documentation, observation of wildlife species present during site visits, use of habitat features by wildlife, condition and functionality of habitat features (large woody debris), condition of signs and fences, and presence of trash. Electrofishing of the stream will not be conducted.

DEA will provide the City with no less than 3 days notice when representatives will be on site.

Task 2.0 Year 7 Monitoring Report

DEA will document the results of the Year 7 monitoring in an annual report. The draft report will be provided to the City as an electronic document for review. Once City comments have been incorporated into the report, DEA will produce a final monitoring report, in electronic and paper format. DEA assumes that the City will submit the final monitoring report to the appropriate regulatory agencies, including the U.S. Army Corps of Engineers.

Task 3.0 PM/QM

This task covers project management costs, including project setup, scheduling, invoice preparation, and progress updates with the Client. Also included are costs for providing quality control of all deliverables.

Deliverables:

- Draft Year 7 Monitoring Report (electronic Word and/or .pdf format)
- Final Year 7 Monitoring Report (electronic .pdf and up to 2 paper copies)

Schedule

Following issuance of a notice-to-proceed by the Client, DEA will diligently proceed with services described until complete. Deliverables will be provided no later than November 1, 2016. DEA will not be responsible for delays caused by factors beyond DEA's control or which could not have been foreseen at the time this authorization was executed. This is particularly true where the work requires a work product from the Client, their agent, or project designer/engineer.

Estimated Fees for Services

Cost estimates for each of the tasks described above are listed below. These estimates are based on hourly rates for staff anticipated to work on the project. Costs extend through the anticipated end of the monitoring period in 2016. No tax is included or required for professional services.

	Senior Scientist (ogr)	Scientist (ecch)	Admin Assistant	Contract Admin	TOTAL HOURS	TOTAL LABOR DOLLARS
Rate	\$137.28	\$85.00	\$85.00	\$110.00		
Year 7 Monitoring						
Task 1. Year 7 Monitoring						
Wetland and Riparian Cover (spring)	10	10			20	\$2,222.80
Stream standards (July/August)		10			10	\$850.00
Task 2. Report						
Draft Monitoring Report	1	16	4		21	\$1,837.28
Final Monitoring Report	1	8	2		11	\$987.28
Task 3. PM/QM						
PM/QM	6		1	2	9	\$1,128.68
Subtotal	18	44	7	2	71	\$7,026.04
DEA EXPENSES						
Mileage @ \$0.54/mile						\$150.00
Supplies (flagging; lathe)						\$50.00
Subtotal-Expense						\$200.00
TOTAL DEA COST						\$7,226.04



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

Subject: Resolution No. 1026 – Comp Plan Amendments Application Rejection.

Proposed Council Action:
Move to adopt Resolution No. 1026, with findings and conclusions related to PL-COMP-15-0002 which will not be processed during the 2016 comprehensive plan amendment cycle.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel
Senior Planner

LNS

For Agenda of: February 8, 2016

Exhibits: Resolution No. 1026

Initial & Date

Concurred by Mayor: JG 2-4-16
Approved by City Administrator: RW 2-4-16
Approved as to form by City Atty: email 2-4-16
Approved by Finance Director: NA
Approved by Department Head: JK

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

City Council held a public hearing on January 25, 2016 related to the annual comprehensive plan docket cycle. After the public hearing, Council deliberated on the four applications and passed a motion to forward PL-COMP-15-0001, PL-COMP-15-0003, and PL-COMP-15-0004 to the Planning Commission for consideration in the annual process.

After deliberation, the City Council chose not to forward application PL-COMP-15-0002 for further review. The proposed resolution includes the City Council's findings and conclusions as required by GHMC 19.09.140.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to adopt Resolution No. 1026, with findings and conclusions related to PL-COMP-15-0002 which will not be processed during the 2016 comprehensive plan amendment cycle.

RESOLUTION NO. 1026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROPOSED COMPREHENSIVE PLAN AMENDMENTS; ADOPTING FINDINGS AND CONCLUSIONS ON ONE COMPREHENSIVE PLAN AMENDMENT APPLICATION (PL-COMP-15-0002) THAT WILL NOT BE PROCESSED IN THE 2016 COMPREHENSIVE PLAN ANNUAL CYCLE.

WHEREAS, except under limited circumstances not applicable here, the Growth Management Act prevents the processing of comprehensive plan amendments more than once a year; and

WHEREAS, the City of Gig Harbor has adopted regulations for the processing of comprehensive plan amendments in chapter 19.09 GHMC; and

WHEREAS, under GHMC 19.09.050, all comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision; and

WHEREAS, under GHMC 19.09.130 the City Council evaluates the submitted comprehensive plan amendment applications and determines which applications will be processed further during the annual cycle; and

WHEREAS, should the City Council determine not to process an application further during the annual cycle, GHMC 19.09.140 requires the City Council to adopt findings and conclusions on the applications that will not be processed by way of resolution; and

WHEREAS, on January 25, 2016, the City Council held a public hearing on the 2016 comprehensive plan amendment docket; and

WHEREAS, on January 25, 2016, the City Council evaluated the comprehensive plan amendment applications submitted for the 2016 annual cycle; Now, Therefore,

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

Section 1. The City Planning Department received a comprehensive plan amendment application (PL-COMP-15-0002) for XXX Canterwood Blvd with a total of 5 tax parcel on October 29, 2015. A statement of complete application was provided to the applicant on November 18, 2015. An associated Development Agreement Application was submitted to the City on December 14, 2015. The application requests that the land use designation for the subject property be changed from residential medium (RM) to a designation of Commercial/Business (CB) to allow the opportunity for a multi-family development project that would not exceed 220 total units on the 11.2 acres. A Notice of Public Hearing was mailed to neighboring property owners on January 12th, 2016 informing them of the City Council public hearing held on January 25th, 2016.

Section 2. City Council must consider the criteria in GHMC 19.09.130 in regards to proposed comprehensive plan amendments, as follows:

19.09.130 Considerations for decision to initiate processing.

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments; and

C. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate. (Ord. 1177 § 1, 2009; Ord. 1075 § 1, 2007).

In addition to the above criteria, GHMC 19.09.140 requires the City Council to pass a resolution adopting findings and conclusions on applications that will not be further processed in the annual review cycle.

Section 3. Findings. After consideration of the materials in the file associated with PL-COMP-15-0002, the City's Comprehensive Plan, historical

land use designations, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, City Council hereby makes the following findings:

- A. The properties in question are not located in an area that has substantially changed since their original designation of Residential Medium.
- B. The properties were designated RM and the R-2 zoning under Ordinance No. 734 – the 1996 pre-annexation zoning designations.
- C. Annexation of the area occurred under Ordinance No. 1059 on November 13, 2006.
- D. The request for Commercial Business Land Use Designation is inconsistent with the intended use of the property of multi-family residential per the adopted Goals and Policies of the City's Comprehensive Plan.
- E. No other evidence was presented to show a change in circumstances in the area.
- F. No evidence was presented to show the assumptions upon which the comprehensive plan is based are no longer valid.

Section 4. Conclusions: The City Council hereby makes the following conclusions:

- A. The legislative act of annexation of the property is not a substantial change to the area since adoption of the comprehensive plan that would cause the need for reconsideration of the land use designation.
- B. Assumptions upon which the comprehensive plan is based are still valid. No new information is available for the proposed area.
- C. Because the proposed amendment contained in application PL-COMP-15-0002 does not meet the criteria outlined in GHMC 19.09.130, PL-COMP-15-0002 shall be removed from the docket and will not be further processed in the 2016 Comprehensive Plan amendment cycle.

RESOLVED by the City Council this 8th day of February, 2016.

APPROVED:

Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
Office of the City Attorney:

BY: _____

FILED WITH THE CITY CLERK: 02/04/16
PASSED BY THE CITY COUNCIL: 02/08/16
RESOLUTION NO.: 1026



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance – Cross Connection Control and Backflow Prevention

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

Dept. Origin: Public Works

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

For Agenda of: February 8, 2016

Exhibits: Ordinance

	Initial & Date
Concurred by Mayor:	<i>JG</i> 2-4-16
Approved by City Administrator:	<i>RW</i> 2-4-16
Approved as to form by City Atty:	<i>email</i> 2-1-16
Approved by Finance Director:	<i>DF</i> 2/4
Approved by Department Head:	<i>ALX</i> 2/4/16

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

The City of Gig Harbor has multiple water purveyors located within the City limits. The City's Water Department is the largest of those water purveyors. The City's Water Department currently employs six cross connection control specialists who receive training for the implementation of the City's Cross Connection Control Program and follow the sixth edition of the Pacific Northwest Section of the American Water Works Association Cross Connection Control Manual. The City's Water Department is required by the Washington State Department of Health to adopt by ordinance and implement a cross connection control program per WAC 246-290-490. Currently, Section 13.02.300 GHMC prohibits cross-connections but requires an update for consistency with WAC 246-290-490.

The ordinance as presented at the first reading contains options for the council to consider related to testing and repair of backflow prevention assemblies.

FISCAL CONSIDERATION

While there is no expenditure required to adopt this ordinance, approval of this ordinance may require owners to install new backflow prevention assemblies and will continue to require owners of backflow prevention assemblies to pay for the routine testing and repairs of their backflow prevention assemblies.

BOARD OR COMMITTEE RECOMMENDATION

This topic was presented to the Public Works Committee at their July 2015 meeting. The Public Works Committee generally supported the ordinance as presented but requested multiple options for performing the required testing and repairs of backflow prevention assemblies.

RECOMMENDATION/MOTION

Consider approval of the ordinance at the second reading.

ORDINANCE NO. 13__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S WATER SYSTEM; REPEALING SECTION 13.02.300 OF THE GIG HARBOR MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 13.06 CREATION AND IMPLEMENTATION OF CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor (City) has multiple water purveyors located within the corporate limits; and

WHEREAS, the City of Gig Harbor Water Department (Department) is the largest of those water purveyors; and

WHEREAS, the Department is required by Washington Administrative Code (WAC) 246-290-490 through the Washington State Department of Health to adopt by ordinance and implement a cross connection control program; and

WHEREAS, Section 13.02.300 of the Gig Harbor Municipal Code (GHMC) prohibits cross-connections but does not meet the requirements of WAC 246-290-490; and

WHEREAS, the Department currently employs six cross connection control specialists who receive specialty training for the implementation of the Cross Connection Control Program and follow the sixth edition of the Pacific Northwest Section of the American Water Works Association Cross Connection Control Manual; and

WHEREAS, this ordinance applies only to the retail water service area associated with the Department; and

WHEREAS, the proposed regulations were forwarded to the Washington State Department of Commerce pursuant to RCW 36.70A.106 and approved on December 9, 2015; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance for this Ordinance on January 6, 2016; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on February 8, 2016; Now, therefore,

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

Section 1. Section 13.02.300 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Chapter 13.06 is hereby added to the Gig Harbor Municipal Code as follows:

13.06.010 Declaration of Title.

This code shall be known as the cross connection control and backflow prevention code.

13.06.020 Definitions.

The definitions used in this Chapter are established in Chapter 1 of the *Manual of Cross-Connection Control, Tenth Edition* by University of Southern California with the following amendment:

1.72 "Water Supplier" shall mean the City of Gig Harbor Water Department.

13.06.030 Purpose.

The purpose of this code is to:

- A. To protect the Water Supplier's public potable water supply of from the possibility of contamination or pollution by isolating within the consumer's internal distribution system(s) or the consumer's private water system(s) such contaminants or pollutants which could backflow into the public water systems; and
- B. To promote the elimination or control of existing cross-connections, actual or potential, between the Water Supplier's public water system and the consumer's on-premise water system; and
- C. To provide for the maintenance of a continuing Program of Cross-Connection Control which will systematically and effectively prevent the contamination or pollution of the Water Supplier's water system; and
- D. To meet the Water Supplier's requirements mandated by WAC 246-290-490(3).

13.06.040 Authority.

The authority shall be the City of Gig Harbor Water Department Superintendent (Superintendent) or his or her designee and shall be certified as a Water Distribution Manager (WDM) – 2 and a Cross Connection Control Specialist. The Superintendent shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the service connection.

13.06.050 Adoption of technical manuals.

The manuals noted below are hereby adopted as the city's manual for protecting the Water Supplier from cross connections. Where conflicts exist the most stringent requirement shall apply.

1. *Manual of Cross-Connection Control, Tenth Edition* by University of Southern California (USC Manual)
2. *Cross-Connection Control Manual Accepted Procedures and Practice, Seventh Edition, November 2012* by Pacific Northwest Section American Water Works Association (PNS-AWWA Manual)
3. *Cross-Connection Control Manual, February 2003* by the United States Environmental Protection Agency
4. *Public Works Standards 2014* by the City of Gig Harbor.

13.06.060 Water system framework.

The jurisdictions of water systems shall be comprised of two parts: The Water Supplier's system and the consumer's system.

- A. Water Supplier's water system shall consist of the source facilities and the distribution system, and shall include all those facilities of the water system under the complete control of the Water Supplier, up to and including the water meter.
 1. The source facilities shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
 2. The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer's system.
- B. The consumer's system shall include those facilities beyond the water meter conveying water from the Water Supplier's water system to points of use.

13.06.100 Review of new and existing service connections.

All City of Gig Harbor plumbing permit applications requiring or having a service connection to the Water Supplier's water system will be reviewed by the Superintendent in accordance with the subsections below and as applicable in accordance with Chapter 15.06.

- A. Each new or existing single family residential service connection shall be reviewed using the technical manuals for possible cross connections and may require an approved backflow prevention assembly per Section 13.06.130 adjacent to the water meter on the consumer's side of the service connection. If a single family residential service connection includes an irrigation system, a double check valve backflow prevention assembly shall be installed adjacent to the water meter on the consumer's side of the irrigation system service connection.
- B. Each new non-single family residential service connection shall install an approved backflow prevention assembly per Section 13.06.130 adjacent to the water meter on the consumer's side of the service connection. If the use for all inhabitable spaces within a non-single family residential structure is not known at the time of plumbing permit application, a reduced pressure backflow prevention assembly shall be installed adjacent to the water meter on the consumer's side of the service connection.

13.06.110 Existing service connection review program.

Each existing service connection will be reviewed by the Superintendent in the manner and frequency described in the Water Supplier's Water System Plan. If a cross connection or potential cross connection is found, the consumer shall install an approved backflow prevention assembly in accordance with this chapter and/or Chapter 15.06 at the consumer's expense immediately.

13.06.120 Backflow assembly specifications.

On the date of their installation, all backflow prevention assemblies shall be included on the Washington State Department of Health's approved backflow prevention assembly list. This list is available from the City Clerk or from the Washington State Department of Health.

13.06.130 Backflow assembly types.

The type of backflow prevention assembly required for installation shall depend upon the degree of hazard which exists. The actual backflow assembly type shall be determined by the Superintendent based on elements of the technical manuals.

13.06.140 Recordkeeping of installed backflow prevention assemblies.

The Water Supplier will maintain records of all installed backflow prevention assemblies.

13.06.150 Testing of backflow prevention assemblies prior to initial operation.

Each backflow prevention assembly shall be tested by a commercial testing company prior to initial operation. Commercial testing companies shall be certified by the Washington State Department of Health. However, new backflow preventers that have been granted a Certificate of Compliance and have been approved by the Superintendent may be installed and put into service without further test or qualification.

13.06.160 Testing and repair of backflow prevention assemblies after initial operation.

OPTION 1: Current Practice

- A. Each backflow prevention assembly after initial testing shall be field tested on an annual basis by a commercial testing company selected and coordinated by the consumer. The field test shall occur no later than the annual date of installation. In those instances where the Superintendent deems the hazard to be great enough, the Superintendent may require field tests at more frequent intervals.
- B. The Water Supplier maintains a list of commercial testing companies approved to perform testing and repair of backflow prevention assemblies. If the desired commercial testing company is not on the approved list, the commercial testing company may submit qualifications to the Water Supplier and request placement on the approved list.
- C. All repairs shall be performed by a commercial testing company selected and coordinated by the consumer. Each backflow prevention assembly shall be field tested after being repaired or relocated and prior to being placed back into service.

- D. A representative from the Water Supplier may witness the field tests at the discretion of the Water Supplier. Commercial testing companies shall be certified by the Washington State Department of Health. Records of the field tests and all repairs shall be submitted to the Water Supplier.
- E. All expenses related to testing, repairs, relocation, or replacement shall be at the expense of the consumer.
- F. In cases where ownership of a backflow preventer is unclear, the Water Supplier will perform the testing or repairs and shall proportionately charge all customers receiving service through the backflow prevention assembly.

OPTION 2: City to Contract for All Testing and Tracking

- A. Each backflow prevention assembly after initial operation shall be field tested on an annual basis by the Water Supplier or its representative. The field test shall occur no later than the annual date of installation. In those instances where the Superintendent deems the hazard to be great enough, the Superintendent may require field tests at more frequent intervals. All expenses related to routine field testing shall be included on the consumer's bi-monthly invoice from the Water Supplier.
- B. All repairs shall be performed by the Water Supplier or its representative. Each backflow prevention assembly shall be field tested after being repaired or relocated and prior to being placed back into service. All coordination and expenses related to required repairs or replacement shall be at the expense of the consumer.
- C. In cases where ownership of a backflow preventer is unclear, the Water Supplier will perform the testing or repairs and shall proportionately charge all customers receiving service through the backflow prevention assembly.
- D. Results of all field tests will immediately be available to all consumers at the time of field test and subsequently will be provided by mail.

13.06.170 Backflow prevention assembly quality control assurance.

Qualifications of each backflow assembly tester performing backflow assembly testing within the Water Supplier's water service area will be reviewed by the Superintendent in the manner and frequency described in the Water Supplier's Water System Plan.

13.06.180 Inspections.

The consumer must allow for inspections at reasonable times to authorized representatives of the Superintendent to determine compliance with this code.

13.06.190 Backflow prevention assembly incidents.

The Water Supplier will respond to backflow prevention incidents as described in the Water Supplier's Water System Plan.

13.06.200 Operation and Maintenance of protected connections.

Operation and maintenance of the consumer's system by the consumer shall be continuous. Service of water to any premises shall be discontinued by the Water

Supplier if any of the following conditions exist:

- A. Required backflow prevention assembly is not installed, tested, or maintained; or
- B. Backflow prevention assembly has been removed or bypassed; or
- C. Unprotected cross-connection exists on the premises.

Service will not be restored until such conditions or defects are corrected and approved by the Water Supplier.

13.06.210 Variances.

The Superintendent may grant a variance from the provisions of this code in accordance with the variance process outlined in the City of Gig Harbor Public Works Standards in lieu of the City Engineer.

13.06.220 Violations – Delinquencies.

The lack of use, improper placement, uncompleted repairs, untimely field testing, unpermitted connection to the public water system or any activity which violates the provisions of this code shall be unlawful and a violation of this code.

Required for Option 1 Only

- A. Field testing as required by this code shall be deemed delinquent if the field test results are not presented to the Water Supplier within 20 days following the annual date of installation. For each delinquent field test the Water Supplier will provide a delinquency notice by certified mail to the property owner and, if the record owner does not reside at the premises, the occupant. In the event field testing remains delinquent 45 days following the annual date of installation, the Water Supplier will mail and hand deliver a shut-off notice to the property owner and, if the record owner does not reside at the premises, the occupant. The shut-off notice will provide the following: (1) water service will be shut off unless field test results are presented to the Water Supplier within 10 days of the date of the shut-off notice; (2) address and telephone number of the Water Supplier, stating that the owner or occupant may contact the department if a dispute exists as to the required field testing; and (3) a \$40.00 fee will be charged for the shut-off notice. If the property owner has not corrected the delinquency within the time provided under the shut-off notice, the Water Supplier will shut off water service. Once the delinquency is corrected the Water Supplier will turn on water service.

Required for Both Options 1 and 2

- B. For all other violations of this code the Superintendent will issue a correction notice or a stop work order, depending on the severity of the violation.
 - 1. If a correction notice is issued, the Water Supplier will mail a correction notice to the property owner and, if the record owner does not reside at the premises, the occupant. All corrections deemed necessary by the Superintendent shall be corrected within 20 days following the date of issuance of the correction notice. If corrections are not completed within 45 days following the date of issuance of the correction notice, the Water Supplier may shut off water service until all corrections are completed. The Water Supplier will charge a \$40.00 fee to shut off the water.

2. If a stop work order is issued, the Superintendent may at their discretion, shut off water service immediately. All violations shall be corrected and accepted by the Superintendent prior to lifting of the stop work order and, if water service was shut off, turning water service back on. The Water Supplier will charge a \$40.00 fee to shut off the water.

13.06.230 Remedies not exclusive

The remedies set forth in this chapter are not exclusive. The city council may authorize the city attorney to take any legally authorized actions against a noncompliant permittee or consumer, including, but not limited to, all applicable remedies enumerated in this chapter and available under applicable law.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force on June 1, 2016 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 _____, 2016.

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: 13_



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance -
Jerisich Dock Code Revision

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: February 8, 2016

Proposed Council Action:

Exhibits: Ordinance – Jerisich Dock
Code Revision
GHMC 8.28

Hold public hearing regarding updates to
GHMC 8.28 (Jerisich Dock).

Initial & Date

Concurred by Mayor: JG 2-3-16

Approved by City Administrator: RW 2-3-16

Approved as to form by City Atty: via email

Approved by Finance Director: [Signature] 2/2

Approved by Department Head: KBB

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

INFORMATION / BACKGROUND

With pending upgrades to Jerisich Dock and problems identified in moorage enforcement, update to GHMC 8.28 has been suggested.

FISCAL CONSIDERATION

Includes small revenue stream to support dock upgrades.

BOARD OR COMMITTEE RECOMMENDATION

Public Works Committee directed this to forward to full council for consideration.

RECOMMENDATION / MOTION

Adopt at second reading at February 22nd City Council meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO JERISICH PUBLIC DOCK, AMENDING CHAPTER 8.28 OF THE GIG HARBOR MUNICIPAL CODE TO REFLECT CHANGES IN MOORAGE TIME LIMITS AND FEES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 8.28 of the Gig Harbor Municipal Code contains provisions for moorage rules and regulations at Jerisich Public Dock; and

WHEREAS, the City of Gig Harbor will be providing utility upgrades for boaters visiting the public dock in the form of shore power and water; and

WHEREAS, the City Council intends to recover the cost of providing utilities for boaters through moorage fees; and

WHEREAS, the code requires modification to reflect changes to mooring time limits and the levying of fees; Now, therefore,

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

Section 1. Chapter 8.28 - Amended. Chapter 8.28 of the Gig Harbor Municipal Code is amended to read as follows:

**Chapter 8.28
PUBLIC DOCKS – JERISICH**

- 8.28.010 Public use.**
- 8.28.015 Definitions**
- 8.28.020 Alcoholic beverages prohibited.**
- 8.28.030 Boat fueling or repairing prohibited.**
- 8.28.035 Mooring of vessels.**
- 8.28.040 Motorized vehicles prohibited.**
- 8.28.045 Reserving moorage prohibited.**
- 8.28.050 Mooring time limit.**
- 8.28.060 Commercial activity prohibited.**
- 8.28.065 Load/unload zones**
- 8.28.070 Moorage fees and penalties**
- 8.28.080 Dinghies and human powered craft**
- 8.28.090 Abandoned boats and remedies.**

8.28.010 Public use.

The Jerisich public dock (Dock) extending from Skansie Brother's Park into the waters of Gig Harbor Bay is operated by the City of Gig Harbor for the use and enjoyment of the general

public and is located approximately N 47° 19' 54", W 122° 34' 51." This chapter will also include regulation of any mooring buoys provided by the city in this same vicinity.

8.28.015 Definitions.

For the purposes of this chapter, the definitions listed under this section shall be construed as specified in this section:

"Boat," also known as a vessel, includes every description of watercraft on the water used or capable of being used as a means of transportation on the water, other than a seaplane. However, it does not include inner tubes, air mattresses, and small rafts or flotation devices or toys customarily used by swimmers.

"Dinghy," also known as a tender, is a type of boat 13 ft. or less in length whose sole purpose is to carry people or materials between a larger boat and the shore.

"Non-motorized craft" is a type of boat with no propulsion machinery of any type.

"Overnight" shall be considered any time after 7:00 pm and before 7:00 am.

8.28.020 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed on the Dock.

8.28.030 Boat fueling or repairing prohibited.

There shall be no fueling or repairs of boats on, from, or in conjunction with the use of the Dock.

8.28.035 Mooring of vessels

Rafting of vessels is allowed on the east side of the Dock, but prohibited on the west side of the dock. Furthermore, stern-tying of vessels is allowed on the east side of the Dock, but prohibited on the west side of the dock. Vessels may only moor temporarily to the marked area adjoining the wastewater pumpout for purposes of using that service.

8.28.040 Motorized vehicles prohibited.

There shall be no motorized vehicles on the Dock except as authorized by the city.

8.28.045 Reserving moorage prohibited

All Dock areas are first come, first served. Moorage areas shall not be reserved unless otherwise granted written permission from the city.

8.28.050 Mooring time limit.

Except for city-owned or boats receiving prior authorization from the city, a boat shall not be moored at the Dock and/or a mooring buoy in excess of 3 overnight periods, whether continuous or not, within any ten-day period. Any prior authorization shall be obtained from the Chief of Police or his/her designee. This authorization does not remove the requirement to pay appropriate moorage fees.

8.28.060 Commercial activity prohibited.

There shall be no commercial activity conducted from the Dock. Commercial boats shall only be allowed to moor temporarily at the Load/Unload zones of the Dock unless otherwise granted written permission from the city.

8.28.065 Load/Unload zones.

A portion of the dock shall be set aside and clearly marked and posted on the Dock for loading and unloading of boats. Boats may temporarily use the load/unload zone only for the purpose of loading and unloading of passengers; a person responsible for navigating such boat shall remain with the vessel while temporarily moored at the Dock; and such boat shall be moved from the load/unload zone immediately after passengers have disembarked.

8.28.070 Moorage fees and penalties

A. Moorage fees are not charged at the following locations, however the time limits prescribed in 8.28.050 of this chapter shall apply:

1. Dinghy and Non-Motorized Craft area
2. Mooring buoys

B. Except as provided in subsection A above, each boat shall pay the moorage fee established by resolution when any one of the following conditions exist:

1. The boat is moored overnight, including rafted boats; or
2. The boat is connected to a power outlet at the Dock; or
3. The boat is connected to a water outlet at the Dock.

C. For each boat showing proof of payment of the moorage fee for mooring overnight the following utilities are provided at no additional charge:

1. Power: typically available year round at the Dock; and
2. Water: typically available between April 1 and October 31 of each year at the Dock

D. Proof of payment of the moorage fee shall be displayed in a visible dock-side window on each boat required to pay moorage fees per subsection B above. If the boat does not have a visible dock-side window, the proof of payment shall be displayed on a dock-side vertical surface above the gunwale.

E. Falsifying vessel identification and/or size on moorage payment information shall be a violation of this chapter.

F. Payment of moorage fees shall be made using a credit card or debit card only at the payment kiosk located on the shoreline adjacent to the Dock.

G. Mooring buoys may be used by boats at no charge; however depth and/or boat length limits may apply as posted. The same moorage time limits outlined in GHMC 8.28.050 shall also apply to city-owned mooring buoys. Vessels using mooring buoys must register and display proof of registration, but there will be no fee charged for use of the buoy.

H. The following violations of 8.28.050 (Mooring time limit) shall be civil infractions:

1. Moorage without registering or without paying the established fee; continuing to moor without paying the established fee as it becomes due. The civil penalty shall be one hundred dollars (\$100). Each calendar day on which a failure to pay the moorage fees occurs shall constitute a separate civil infraction.

2. Moorage in a restricted loading/unloading area or prohibited area. The civil penalty shall be one hundred dollars (\$100). Each calendar day on which a watercraft is moored in a restricted or prohibited area shall constitute a separate civil infraction.
3. Falsifying vessel identification and/or size on moorage payment information. The civil penalty shall be two hundred fifty dollars (\$250). Each calendar day on which a watercraft has falsified such vessel identification and/or size information shall constitute a separate civil infraction.

I. The Police Department shall be responsible for issuing civil infractions pursuant to this section. The Police Department shall utilize the City's standard parking ticket when issuing Notices of Infraction pursuant to this section. The moorage/parking ticket will be issued and served upon the violating boat.

8.28.080 Dinghies and human powered craft.

Dinghies and human powered craft shall only be tied to the following locations on the Dock:

1. Where posted specifically for the type of boat; or
2. Alongside the larger boat to which they are a tender.

Dinghies and human powered craft tied to the Dock and not within a designated area are subject to moorage payment.

8.28.090 Abandoned boats and remedies.

A. Boats that remain moored at the Dock in violation of this chapter beyond ten (10) days shall be deemed a public nuisance under RCW 35.27.410 and in violation of the safety, health, morals and general welfare of the city.

B. Such remedies given by law for the prevention and abatement of nuisances shall apply hereto.

C. Appropriately located signs shall inform users of the moorage fees and time limits as expressed in GHMC 8.28 and shall be deemed notice as warning of impoundment by violations.

D. Violation of any portion of this section shall be just cause for the violating boat to be cabled to the Dock to insure compliance with this chapter. Upon proper notice in accordance with subsections F and G of this section, the violating boat shall be impounded.

E. For the purposes of this chapter, the fact that a boat has been so left beyond ten (10) days without permission or notification of the police department is prima facie evidence of abandonment.

F. When boats are found in violation of this section, the registered owner shall be notified by certified or registered mail that such boat is in violation of this chapter and has been impounded by the City pending issuance of Notice of Infraction in accordance with Section 8.28.070 and is subject to seizure if not claimed within 30 days.

G. When boats are found in violation of this section and parties claiming ownership to said boats are not known, a notice of violation of this chapter shall be affixed to a prominent portion of the boat stating that the boat is in violation of this chapter and has been impounded by the City

pending issuance of Notice of Infraction in accordance with Section 8.28.070 and are subject to seizure if not claimed within 30 days.

H. Such notice described in subsections F and G of this section shall include the redemption procedure and the opportunity for hearing to contest the propriety of impoundment. If the owner of the boat is not known, publication of the boat's description, make, model, size, and color, plus details of impoundment, redemption procedure and the opportunity for hearing to contest the propriety of impoundment within a newspaper of general and local readership shall constitute sufficient notice.

I. After 30 days of receipt of the registered or certified mail or publication in a general and local newspaper providing notice of the impoundment, the city shall hold for sale the impounded boat. Proceeds of the sale shall be applied to the towing and storage fees incurred through impoundment and any excess shall be deposited in the city treasury.

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

Section 3. Effective Date. This Ordinance shall take effect and be in full force 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 22nd day of February, 2016.

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: 02/03/16
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



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

Subject: Gig Harbor Downtown Waterfront Alliance (GHDWA) Agreement

Dept. Origin: Administration

Prepared by: Ron Williams

Proposed Council Action:

For Agenda of: February 8, 2016

Approve the agreement between the City of Gig Harbor and the Gig Harbor Downtown Waterfront Alliance (GHDWA) for 2016

Exhibits:

Initial & Date

Concurred by Mayor:

JB 1/29/16

Approved by City Administrator:

1/29/16 RW

Approved as to form by City Atty:

1-29-16 email

Approved by Finance Director:

2/1/16

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$ 45,000	Budgeted 35,000	Required \$10,000

INFORMATION / BACKGROUND

The Gig Harbor Historic Waterfront Association (GHHWA) was formed shortly after the Waterfront Restaurant & Retailers Association disbanded in 2007. The GHHWA registered as a non-profit entity with the State with an established board of directors. This association formed using the Mainstreet™ approach as approved and administered by the State of Washington. By adopting the Mainstreet™ approach, members can access state programs, grants, and tax credits that were otherwise unavailable.

The organization changed its name to the Gig Harbor Downtown Waterfront Alliance (GHDWA) and continues to run and promote community events, business retention programs, and other strategies to preserve the historic character of the downtown while improving the economic vitality of the downtown. The GHDWA has been a valued partner with the city in stimulating the development and retention of a vibrant downtown waterfront section of the city.

In 2015, the GHDWA stepped forward to sponsor the new Waterfront Farmer's Market. This farmer's market was a resounding success with an average attendance of 1,000 people per week and gross sales of over \$100,000 to small local farmers. The market met and exceeded all of its goals and became a well-regarded gathering place for the community while promoting fresh local food access and support to small local farmers.

A survey taken at the Seattle Boat Show confirmed that having a new and vibrant farmer's market was the number one activity that attracts boaters to Gig Harbor. As seed money to stimulate the start-up of the new farmer's market, the City Council appropriated an increase in its contribution to the GHDWA of an additional \$5,000 per quarter in 2015 for a total increase of \$20,000.

This year, the GHDWA is asking for another seed money payment to support the Waterfront Farmer's Market, but is asking for only \$10,000, half of the amount requested last year. The GHDWA has made projections for the future of the Waterfront Farmer's Market and because of sponsorship and grant activity, it is expected that this will be the last year it asks for such a contribution from the City for the market. The contributions to the GHDWA represent the City's primary contribution to economic development in this critical downtown waterfront corridor.

The City has supported this organization since it became a Main Street organization. In return for the City's cash contribution, the GHDWA will produce specific deliverables as stated in section three of the attached agreement.

FISCAL CONSIDERATION

This contract is proposed to be \$10,000 less than last year's amount, but \$10,000 more than the amount appropriated in the 2015-16 budget in order to provide seed money for the new Waterfront Farmer's market. The increased amount will be taken from the Administration segment of the budget.

BOARD OR COMMITTEE RECOMMENDATION N/A

RECOMMENDATION / MOTION

Move to: Approve the agreement between the City and the Gig Harbor Downtown Waterfront Alliance for the Waterfront Farmer's Market.

2016 AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE

THIS AGREEMENT is entered into this _____ day of _____ 2016, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and the Gig Harbor Downtown Waterfront Alliance, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as "GHDWA."

WHEREAS, the City is governed by Title 35A RCW, but the City also has "all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate . . ." (RCW 35A.21.160); and

WHEREAS, RCW 35.21.703 provides that "it shall be a public purpose for all cities to engage in economic development programs," and "cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and

WHEREAS, GHDWA, a 501c(3) corporation with UBI # 602 799 246, encourages and supports historic preservation and economic vitality of the historic Gig Harbor waterfront district; and

WHEREAS, the City Council is interested in contracting with the GHDWA for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in the historic waterfront district of Gig Harbor; and

WHEREAS, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State's Main Street Tax Credit Incentive Program, access to Washington State staff resources (if available) and grant opportunities afforded by Main Street Program; and,

WHEREAS, the City Council recognizes that it is not the sole financial contributor to the work of GHDWA;

NOW THEREFORE, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

TERMS

1. **Purpose of the Agreement.** In the execution of this Agreement, the City and GHDWA seek to foster historic preservation and economic vitality and development in the historic waterfront district.

2. **General Provisions of the Agreement.** The City and the GHDWA acknowledge that:

A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.

B. Any funding provided by the City under this Agreement will be derived from the City's General Fund.

3. Organization and Responsibilities of GHDWA. GHDWA shall organize a thriving association of stakeholders, as defined in GHDWA Bylaws, with an interest in preservation and economic stability and vitality of the Gig Harbor historic waterfront district. In furtherance of the City's economic development GHDWA shall implement the following:

A. Provide to the City, an Annual Report of activity from January 1, 2016, through December 31, 2016 which includes information on all events, projects and programs completed by GHDWA, expenses, net returns, participating businesses, sponsorships, partners, publicity materials, use of volunteers, estimated participants or attendees, and any other relevant information associated with GHDWA's performance during the year;

B. Maintain full Washington State Main Street authorized participant status;

C. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program and maintain a current list of B&O contributors / GHDWA income;

D. Provide access to Washington State staff resources (if any) and grant opportunities afforded by the Main Street program;

E. Create and/or maintain a written funding plan for the GHDWA to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this Agreement;

F. Demonstrate local support by obtaining significant funding from community sources including individuals, commercial property owners in the district, businesses, and organizations;

G. Manage, promote and conduct events in the historic waterfront district which will attract members of the public to the historic waterfront district, thereby stimulating economic vitality. In addition to the events conducted and promoted in the past years, the GHDWA will also continue to operate the Waterfront Farmer's Market in 2016. The GHDWA will operate the Waterfront Farmer's Market per the conditions of a Memorandum of Understanding entered into between the GHDWA and the City.

H. Develop and coordinate marketing efforts with the City in keeping with the existing brand and theme of the City of Gig Harbor using the City of Gig Harbor logo on

promotional materials developed by the GHDWA each year to show the City's sponsorship support;

I. Maintain a communications strategy for informing GHDWA's membership about GHDWA's activities and priorities;

J. Produce (at a minimum) a quarterly newsletter for the membership;

K. Maintain a webpage with links to City's marketing website, *gigharborguide.com*, using a separate domain name for GHDWA that includes a current calendar of events and GHDWA Main Street boundary map;

L. Hold (at a minimum) quarterly meetings for waterfront district stakeholders to promote improved business vitality and communications as a whole, which should include updates on any activities relating to:

1. GHDWA sponsored events;
2. Historic preservation activities;
3. GHDWA District city code and design standard updates;
4. GHDWA (4) Committee updates;
5. Business marketing updates;
6. Parking updates or improvements;
7. Business Management updates; and
8. Any other activities relevant to GHDWA members;

M. Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic waterfront business district, in keeping with city codes and design standards.

N. Develop data and trend information useful in development of long term solutions to economic and business issues in the historic waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic waterfront area in Gig Harbor, such as:

1. Maintaining a business inventory of the historic waterfront district; and
2. Maintaining data on parking analysis and membership input within the historic waterfront district;

O. Provide an Annual Report to the city, as described above, for the period January 1, 2016, through December 31, 2016, no later than February 5, 2017;

P. Work with the City to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);

R. Submit financial and performance reports due on or before the last day of July (for January through June of that year), and January 2017 (July through December of

the year just ended) of each contract year to the City regarding activities conducted by GHDWA and proposed activities for the remainder of the term of the contract;

S. Provide a royalty-free, fully paid license to the City for use of the GHDWA logo;

T. GHDWA Board membership shall include one representative designated by the City Administrator as an active member of the GHDWA Board.

U. Provide early communication to the City regarding any GHDWA projects, programs or events that may require City Planning, Building, Engineering, Operations, Marketing, or Historic Preservation consideration or review; and

V. Provide a fully paid annual GHDWA membership to the City of Gig Harbor.

4. **City's Responsibilities.**

A. **Funding for Services Described in this Agreement:** Annual funding for GHDWA is subject to City Council approval. GHDWA shall submit their funding request in writing no later than September 30 of the Agreement calendar year. This calendar year (2016) the City will pay \$45,000.00 in four installments of \$11,250.00 due the first business day of the *contract year* in February, April, July, and October. Payment will be made within 30 days of receipt of an invoice from GHDWA;

B. Provide a royalty-free, fully paid license to GHDWA for use of the City logo. Use of the City logo requires approval by the City Marketing Department;

C. Provide a link to GHDWA's website on the City's website (www.gigharborguide.com).

5. **Duration of Contract.** This Agreement shall be in effect January 1 through December 31, 2016 unless sooner terminated as provided herein. The first payment under this Agreement shall be made no later than 30 days after execution by duly authorized representatives of both parties.

6. **Independent Contractor.** The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the GHDWA shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the GHDWA is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the GHDWA. The GHDWA will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the GHDWA performs hereunder.

7. Indemnification and Defense. The GHDWA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, or the City's execution of this Agreement (requiring the GHDWA to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

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 GHDWA and the City, its officers, officials, employees, agents and volunteers, the GHDWA's liability hereunder shall be only to the extent of the GHDWA's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE GHDWA'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE GHDWA'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE GHDWA'S EMPLOYEES DIRECTLY AGAINST THE GHDWA.

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

8. Insurance.

A. The GHDWA 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 GHDWA's own work including the work of the GHDWA's agents, representatives, employees, sub-consultants or sub-contractors.

A. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the GHDWA 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

C. All policies and coverage's shall be on an occurrence made basis.

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

E. The City of Gig Harbor shall be named as an additional insured on the GHDWA'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 Agency's insurance policies.

F. Under this agreement, the GHDWA'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 GHDWA's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The GHDWA 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 Agency's coverage.

9. **City's Right of Inspection, GHDWA's Responsibility to Comply with Law.** Even though the GHDWA is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The GHDWA 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 GHDWA's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. **Record Keeping and Reporting.**

A. The GHDWA shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit

during the performance of this Contract by the City. The City shall have the right to an annual audit of the GHDWA's financial statements and condition.

11. Termination.

A. The City may terminate this Agreement, for public convenience, the GHDWA's default, the GHDWA's insolvency or bankruptcy, or the GHDWA's assignment for the benefit of creditors, at any time. If delivered to the GHDWA in person, termination shall be effective immediately upon the GHDWA's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Except in the situation where this Agreement has been terminated for public convenience, the GHDWA shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the GHDWA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited. The GHDWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the GHDWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. Any assignment of this Agreement by the GHDWA without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

14. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

TO THE GHDWA:
Attn: Executive Director
Gig Harbor Downtown Waterfront Alliance
PO Box 771
Gig Harbor, WA 98335

15. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

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

17. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

18. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

19. Severability. If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GIG HARBOR

**GIG HARBOR HISTORIC
WATERFRONT ASSOCIATION**

Jill Guernsey, Mayor

Mary DesMarais, Executive Director

Attest:

Molly Towslee, City Clerk

Approved as to form:

Angela Summerfield, City Attorney



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

**Subject: Economic Development Board
Pledge Agreement**

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Shawna Wise *SW*

Move to approve the 5-year pledge agreement to the Economic Development Board of Tacoma-Pierce County in the Amount of \$20,000 per year for 2016-2020.

For Agenda of: February 8, 2016

**Exhibits: EDB Work Plan &
Pledge Form**

Initial & Date

Concurred by Mayor:

JB 1-29-16

Approved by City Administrator:

Paul W 1/29/16

Approved as to form by City Atty:

1/29/16 em:l

Approved by Finance Director:

1/29/16 QP

Approved by Department Head:

-

Expenditure		Amount		Appropriation	
Required	\$20,000	Budgeted	\$20,000	Required	-0-

INFORMATION / BACKGROUND

The Economic Development Board of Tacoma-Pierce County (EDB) is asking for the City of Gig Harbor's continued support of the 2016-2020 Work Program. In partnering with the community, being funded by public and private sectors, and guided by a consensus work plan, the EDB expects to deliver a Return on Investment as forecasted.

The City of Gig Harbor has provided funding to the EDB since 2000 and the EDB would like the partnership to continue.

FISCAL CONSIDERATION

The pledge for the Economic Development Board of Tacoma-Pierce County is a 5-year commitment of \$20,000 per year for 2016-2020, subject to annual council appropriation. The \$20,000 for 2016 is included in the budget and future budgets will include \$20,000 per year for 2017-2020.

RECOMMENDATION / MOTION

Move to: Move to approve the 5-year pledge agreement to the Economic Development Board of Tacoma-Pierce County in the amount of \$20,000 per year for 2016-2020.

PLEDGE FORM

FROM: Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

TO: Economic Development Board Tacoma-Pierce County Board of Directors:

The City of Gig Harbor is pleased to invest in the 2016-2020 Work Program of the Economic Development Board for Tacoma-Pierce County, "Compete. Every Day. Forever." We support the EDB's laser focus on high wage job creation and retention in our community.

Our pledge payment schedule*is expected to be as follows:

CALENDAR YEAR	PAYMENT **	AMOUNT	CUMULATIVE
2016	1st Quarter	\$20,000.00	Budgeted \$20,000.00
2017	1st Quarter	\$20,000.00	Planned \$40,000.00
2018	1st Quarter	\$20,000.00	Planned \$60,000.00
2019	1st Quarter	\$20,000.00	Planned \$80,000.00
2020	1st Quarter	\$20,000.00	\$100,000.00

* Subject to annual review.

** We prefer to be invoiced in a different quarter than the 1st Quarter, as follows:

Please invoice us in the _____ Quarter of each year.

Payable to:

Economic Development Board for Tacoma – Pierce County
Post Office Box 1555
950 Pacific Avenue, Suite 410
Tacoma WA 98401-1555

Authorized Signature

Date

Printed Name



ECONOMIC DEVELOPMENT BOARD
FOR TACOMA–PIERCE COUNTY

CITY OF GIG HARBOR
JANUARY 2016

The Economic Development Board for Tacoma–Pierce County 2016-2020 Work Plan

Led by a diverse Board of Directors, **partnered** throughout the community, **funded** by the public/private sectors and **guided** by a consensus work plan, the EDB expects to deliver a **Return on Investment** as forecasted by National Community Development Service’s “Economic Strategy Center” (ESC). The ROI document dated May 18, 2015 is available online at <http://www.edbtacomapierce.org> (select 2016-2020 Work Program).

Beginning 2016 and for five years forward, current and new investors are supporting a 35% increase in EDB activity and results positively impacting Pierce County job and wealth creation.

“Washington is the most trade-dependent state in the nation.”
www.murray.senate.gov/public/

The “**Compete Every Day Forever**” plan includes primary job recruitment, company retention and expansions strategies, objectives and tactical plans. In addition, Cluster Acceleration Team efforts, led by Pierce County industry executives and civic leaders, will aim to strengthen core infrastructure for Aerospace, Health Services, Trade & Logistics and Cyber Security. Each EDB work plan component, including marketing, is intended to boost business sectors as well as state and local sales/property tax revenue performance.

As documented in the above referenced report, the total (direct, indirect, induced) Pierce County job impact is expected to be 5,337 jobs resulting in over \$1.1B new county GDP. Also, as summarized in the table below, new (for 2020 and beyond) annual sales and property taxes are as follows:

State, Pierce County & Cities New Annual Sales & Property Taxes

Type of Tax Revenue	Amount
New sales taxes	\$22,795,240
New property taxes	\$11,215,719
	\$34,010,959
Other state and local taxes, fees	\$2,678,204
Total	\$36,689,163

From the Public Sector Point of View, \$11.65 Is Returned For Every \$1.00 Invested.

For Additional Detail And Definitions See Tables 13-14 and Appendix I and IV Of The Referenced Report

Investment at the targeted \$6.3M level over five years by Pierce County’s public sector and leading businesses will fully fund the EDB work plan and will help attain the vision for South Puget Sound as “the most attractive location in the Pacific Northwest for local, national and global business investment and job creation.”



Business of the City Council
City of Gig Harbor, WA

Subject: Public Records Request Policy

Proposed Council Action:

Adopt the Public Records Request Policy

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MJ.*

For Agenda of: February 2, 2016

Exhibits: PRR Policy

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

fb 2-2-16

rw 2-2-16

2-2-16

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

INFORMATION / BACKGROUND

As part of the City of Gig Harbor's mission to provide full public access to information concerning the conduct of Government, we are adopting a policy that outlines the procedures for responding to requests for public records as required by RCW 42.56.

The adoption of this policy will ensure continued compliance with the practices already in place.

FISCAL CONSIDERATION


None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt the Public Records Request Policy.

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: Public Records Request Policy	
POLICY MANUAL SECTION & NO. A-16-01	EFFECTIVE DATE: 02/08/16 REVISED DATE:	APPROVED:

PURPOSE

The purpose of these rules is to establish the procedures the City of Gig Harbor ("City") will follow in order to provide full access to public records. RCW 42.56.070(1) requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public record" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency. RCW 42.56.070(2) requires each agency to set forth "for informational purposes" every law, in addition to the Public Records Act, that exempts or prohibits the disclosure of public records held by that agency.

POLICY

The City of Gig Harbor will provide the public full access to records concerning the conduct of government, mindful of individuals' privacy rights and the desirability of the efficient administration of government. The act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the act, the City will be guided by the provisions of the act describing its purposes and interpretation.

PROCEDURE

Section 1. Contact information—Public records officer.

(1) Any person wishing to request access to public records of the City or seeking assistance in making such a request should contact the public records officer of the City:

Molly Towslee, City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
towsleem@cityofgigharbor.net

Information is also available at the City's web site at www.cityofgigharbor.net

(2) The public records officer will oversee compliance with the act but another City staff member may process the request. Therefore, these rules will refer to the public records officer "or designee."

The public records officer or designee and the City of Gig Harbor will provide the "fullest assistance" to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City.

Section 2. Availability of public records.

(1) Hours for inspection of records. Public records are available for inspection and copying during normal business hours of the City: Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding legal holidays). Records must be inspected at the City offices.

(2) Records Index. The City finds that maintaining an index is unduly burdensome and would interfere with agency operations. The requirement would unduly burden or interfere with City operations in the following ways:

(a) The City is comprised of seven departments, their divisions and subdivisions, which maintain separate databases and/or record-keeping systems for the indexing of records and documents;

(b) Because the City has records which are diverse, complex and stored in multiple locations and computer systems and databases, it is unduly burdensome, if not physically impossible, to maintain a central index of records;

(3) Organization of records. The City will maintain its records in a reasonably organized manner. The City will take reasonable actions to protect records from damage and disorganization. A requestor shall not take City records from the City without the permission of the public records officer or designee. A variety of records are available on the City web site at www.cityofgigharbor.net. Requestors are encouraged to view the documents available on the web site prior to submitting a records request.

Section 3. Making a request for public records.

(1) Any person wishing to inspect or copy public records of the City should make the request in writing on the City's request form, or by letter, fax, or e-mail addressed to the public records officer and including the following information:

- (a) Name of requestor;
- (b) Address of requestor;
- (c) Other contact information: telephone number and any email address;
- (d) Identification of the public records adequate for the public records officer or designee to locate the records; and
- (e) The date and time of day of the request.

(2) If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or a deposit as set forth in Section 12.

(3) A form is available for use by requestors at the office of the public records officer and on-line at www.cityofgigharbor.net.

(4) The public records officer or designee may also accept requests for public records that contain the above information by telephone or in person. If the public records officer or designee accepts such a request, he or she will confirm receipt of the information and the substance of the request in writing.

Section 4. Processing of public records requests--general.

(1) **Providing "fullest assistance."** The City is charged by statute with adopting rules which provide for how it will "provide full access to public records," "protect records from damage or disorganization," "prevent excessive interference with other essential functions of the agency," provide "fullest assistance" to requestors, and provide the "most timely possible action" on public records requests. The public records officer or designee will process requests in the order allowing the most requests to be processed in the most efficient manner.

(2) **Acknowledging receipt of request.** Within five business days of receipt of the request, the public records officer will do one or more of the following:

- (a) Make the records available for inspection or copying;
- (b) Provide an internet address and link to the records;
- (c) If copies are requested and any required payment is made, send the copies to the requestor;
- (d) Provide a reasonable estimate of when records will be available; or
- (e) If the request is unclear or does not sufficiently identify the requested records, request clarification from the requestor; or
- (f) Deny the request.

(3) **Consequences of failure to respond.** If the City does not respond verbally or in writing within five business days of receipt of the request for disclosure, the requestor should contact the public records officer to determine the reason for the failure to respond.

(4) **Protecting rights of others.** In the event that the requested records contain information that may affect rights of others, the public records officer may, prior to providing the records, give notice to those whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include the relevant text of the request.

(5) **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part. If the City believes that a record is exempt from disclosure and

should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the public records officer or designee will redact the exempt portions, provide the non-exempt portions, and indicate to the requestor why portions of the record are being redacted. See Section 11 for further information on exempt records.

Section 5. Inspection of records.

(1) Consistent with other demands, the City shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the City to copy.

(2) The requestor must claim or review the assembled records within thirty days of the City's notification to him or her that the records are available for inspection or copying. The agency will notify the requestor in writing of this requirement and inform the requestor that he or she should contact the agency to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails claim or review the records within the thirty-day period or make other arrangements, the City may close the request and re-file the assembled records.

Section 6. Providing copies of records. After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying.

Section 7. Providing records in installments. When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within thirty days, the requestor fails to inspect one or more of the installments, the public records officer or designee may stop searching for the remaining records and close the request.

Section 8. Completion of inspection. When all requested copies are provided (other than records exempt from disclosure), the public records officer or designee will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.

Section 9. Closing withdrawn or abandoned request. When the requestor either withdraws the request, fails to clarify a request, or fails to fulfill his or her obligations to inspect the records or pay the deposit or final payment for the requested copies, the public records officer will close the request and indicate to the requestor that the City has closed the request.

Section 10. Later discovered documents. If, after the City has informed the requestor that it has provided all available records, the City becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requestor of the additional documents and provide them on an expedited basis.

Section 11. Exemptions

(1) The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Requestors should be aware of the following exemptions, outside the Public Records Act, that restrict the availability of some documents held by the City for inspection and copying. Please see "Exemption and Prohibition Statutes Not Listed in Chapter 42.56 RCW" (Appendix C, Public Records Act, Municipal Research and Services Center).

(2) The City is prohibited by statute from disclosing lists of individuals for commercial purposes (RCW 42.56.070(9)).

Section 12. Costs of providing copies of public records.

(1) **Costs for paper copies.** There is no fee for inspecting public records. A single records request of fifty pages or less (black and white photocopies) will be free of charge. A single request consisting over fifty pages will be provided at a charge of 15 cents per page for any pages over the first fifty. Please refer to the City's fee schedule, located at <http://www.cityofgigharbor.net/city-clerk/> for other charges.

(2) **Costs for electronic copies.** There is no charge for providing the records electronically, unless the requestor asks that they be scanned in and provided on a CD format. If the documents are oversized and must be scanned on a large-format machine, or sent off to be scanned there is an additional charge. Please refer to the City's fee schedule for other charges.

(3) **Deposit and Payment.** Before beginning to make the copies, the public records officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor. The public records officer or designee may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment. The City will not charge sales tax when it makes copies of public records.

(4) **Costs of mailing.** The City may also charge actual costs of mailing, including the cost of the shipping container.

(5) **Type of Payment.** Payment may be made by cash, check, or money order to the City of Gig Harbor.

(6) **Other Costs.** Please refer to "Fee Schedule" posted on line at <http://www.cityofgigharbor.net/city-clerk/> and available from the public records officer.

Section 13. Review of denials of public records.

(1) **Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

(2) **Consideration of petition for review.** The public records officer shall promptly provide the petition and any other relevant information to the City Administrator, or designee, to conduct the review. That person will immediately consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time as the City and the requestor mutually agree.

(3) **Judicial review.** Any person may obtain court review of denials of public records request pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administration.



Subject: Nomination to the Zoo/Trek Authority Board

Proposed Council Action:
Consider nominating an elected official to the Zoo and Trek Authority Board.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: February 8, 2016

Exhibits: Nomination Form

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *MT 1/26/16*

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: N/A

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

INFORMATION / BACKGROUND

The Zoo and Trek Authority Board (ZTA) was created to represent sales tax collected throughout Pierce County for the Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park.

Currently, there is a vacant position on one of the two appointments by Pierce County Regional Council (PCRC). This representative is to be elected by the 22 cities and towns within the ZTA boundary, excluding the City of Tacoma. The representative will fill the vacant **Position Two** for a term of three years and will represent Auburn, Bonney Lake, DuPont, Edgewood, Fife, Gig Harbor, Lakewood, Orting, Puyallup, Sumner, and University Place. Eligible nominees must be an elected official from one of the cities and towns listed above.

If Council wishes to forward a nomination, the form must be submitted by 4:00 p.m., Friday, February 26th.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Consider nominating an elected official to the Zoo and Trek Authority Board.



January 26, 2016

RE: Zoo and Trek Authority Board – Position Two

Dear Mayors:

The Zoo and Trek Authority (ZTA) Board has an opening for representation from the Pierce County Regional Council (PCRC). This representative is to be elected by the 22 cities and towns within the ZTA boundary, excluding the City of Tacoma. The representative will fill the vacant Position Two for a term of three years. Please present this item at your next Council meeting for action.

In accordance with the interlocal agreement, nominees must be an elected official from cities and towns, other than Tacoma, representing at least 60% of the combined populations of those cities. The following is the election procedure:

1. If your council wishes to submit a nomination, please complete the attached nomination form and email it to the PCRC Clerk, Cindy Anderson, at cander5@co.pierce.wa.us by **4:00 p.m., Friday, February 26, 2016**.
2. On **February 29, 2016**, all cities and towns will receive a ballot by email with the prospective nominees. Please return your ballot by **March 18, 2016** with a copy of the motion or resolution.
3. After ballots are received, the PCRC Clerk will count and announce the results. The appointed individual must receive the approval of cities and towns “representing at least 60% of the combined populations of those cities” in Pierce County, excluding Tacoma.
4. In the event that no candidate obtains the required percentage, the top two names will be resubmitted for reconsideration. The ballot procedure will be repeated until a candidate is selected by a plurality vote.
5. If, at the close of nominations, no candidate has been nominated, the nomination will remain open for an additional 7 days and be available to any elected city or town official (excluding Tacoma).

There is a need for immediate attention to this issue. Attached are an informational sheet with a brief summary of the ZTA and the Nomination Form. Thank you for your prompt attention.

Sincerely,

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

Cindy Anderson
Clerk, Pierce County Regional Council

Attachments

c: City/Town Clerks

Position Two
Brief Summary of Important Aspects of the Zoo and Trek Authority Board
Pierce County Regional Council Appointment

1. The Zoo and Trek Authority Board (ZTA) was created to represent sales tax collected throughout Pierce County for the Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park. Voters passed the sales tax in September 2000. One tenth of one cent in sales tax was approved for Zoo/Trek/Parks throughout the County. ZTA receives 50% of that collection, and oversees that portion.
2. The 2016 meetings are from 5:00-6:30 p.m. The meeting dates and locations are:

March 9, 2016	Metro Parks
June 8, 2016	Northwest Trek
September 14, 2016	Point Defiance Zoo
November 9, 2016	PDZA - joint meeting with Park Board
November 16, 2016	Metro Parks (if needed for budget approval)
3. Primary functions:
 - a. Understand ZTA biannual budget; formally pass the budget in concert with Metro Parks Board's parallel action.
 - b. Review each facility's business plan annually, connecting recommendations to the budget.
 - c. Gain an understanding and familiarity with the ZTA key issues and needs and advocate on their behalf.
4. Pierce County Council appoints three representatives; City of Tacoma appoints two representatives; and the PCRC appoints two representatives.

Current Status of PCRC Representation to ZTA

Steve Vermillion, Puyallup, held Position Two, which is currently vacant. The three-year term will expire December 31, 2018. Position Two represents the following large cities in Pierce County based on population:

Auburn	9,595 (in Pierce County)
Bonney Lake	19,490
DuPont	9,250
Edgewood	9,615
Fife	9,545
Gig Harbor	8,555
Lakewood	58,400
Orting	7,290
Puyallup	38,950
Sumner	9,660
University Place	31,720



ZOO / TREK AUTHORITY BOARD

Nomination Form
Position Two

Cities/Towns Eligible for Position Two

Position Two represents the larger eleven cities and towns in population.

Auburn	9,595 (in Pierce County)
Bonney Lake	19,490
DuPont	9,250
Edgewood	9,615
Fife	9,545
Gig Harbor	8,555
Lakewood	58,400
Orting	7,290
Puyallup	38,950
Sumner	9,660
University Place	31,720

The town/city of _____ wishes to nominate
Councilmember _____ to serve as a member of the
Zoo/Trek Authority Board, representing the towns and cities of the Pierce Council Regional Council
with the exception of City of Tacoma.

Date: _____ By: _____

Please email the completed form to Cindy Anderson, PCRC Clerk, at cander5@co.pierce.wa.us by
Friday, February 26, 2016 at 4:00 p.m. If you have any questions, please contact the PCRC Clerk by
email or phone, 253-798-2630.



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

Subject: Rescind Resolution No. 1024

Proposed Council Action: Rescind Resolution No. 1024 that approved the final plat of The Village at Holly Circle.

Dept. Origin: Planning Department
Prepared by: Carl de Simas, Associate Planner *(CDS)*
For Agenda of: February 8, 2016
Exhibits: Notice of Violation and supporting documentation
 Resolution No. 1024
 Final Plat Map

Concurred by Mayor: *JG 2-5-16*
Approved by City Administrator: *KW 2/5/16*
Approved as to form by City Atty: *Via Email 2/5/16*
Approved by Finance Director: *DF 2/5/16*
Approved by Department Head: *Via Email 2/5/16*

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

The applicant, HDC Holly Circle, LLC, received preliminary plat and conditional use permit approval from the City Hearing Examiner on June 17, 2014. On January 25, 2016 the Gig Harbor City Council adopted Resolution No. 1024 which approved the final plat. The site is located on the northwest corner at the intersection of Hollycroft Street and Reid Drive NW.

Following Council approval, staff asked the applicant to return the plat mylar to Pierce County for County Assessor-Treasurer signature prior to City signatures and recording. The mylars were returned to the City on January 27, 2016 with the required signature.

On January 29, 2016, prior to the City's execution, a complaint was brought to the City regarding tree removal on the site. The City investigated and substantiated the claim and verbally required the unpermitted work to cease. On February 1, 2016 additional complaints were brought to the City regarding work on the site. The City found that substantial grading had taken place, including, but not limited to unapproved cut and fill and significant vegetation removal. The City posted a stop work order on the site.

The attached notice of violation describes activities on the site in violation of Gig Harbor Municipal Code and plat conditions of approval for The Village at Holly Circle. The Notice of Violation addresses the following violations:

- Removal of trees conditioned for retention
- Unapproved grading (cut and fill)
- Violation of plat conditions

Due to the violations, the plat is no longer in compliance with the municipal code and City officials cannot sign the final plat. Final plat approval should be rescinded until the plat is brought back into compliance.

POLICY CONSIDERATIONS

The Gig Harbor Municipal Code does not establish a process for rescinding an adopted resolution. In this event, Robert's Rules of Order provides guidance. Robert's Rules of Order regards the rescission of a previous decision as a "bring-back motion." Rescinding the motion to adopt Resolution No. 1024 is a one-step motion requiring a second and a majority vote. The motion may be debated and can be amended.

ENVIRONMENTAL ANALYSIS

Not applicable to this action.

FISCAL CONSIDERATION

The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

Move to rescind Resolution No. 1024 that approved the final plat of The Village at Holly Circle.



February 4, 2016

Hoppet Design Construction
HDC Holly Circle LLC
5821 Reid Drive NW
Gig Harbor, WA 98335

Certified and First Class Mail

NOTICE OF VIOLATION

Location: Build Site of 2500 Hollycroft Street NW, The Village at Holly Circle Plat

Description of Violation: Work performed without prior approval: Trees meant for retention removed; grading (cut and fill) violations; preliminary plat approval conditions violated.

On January 29, 2016 a phone call to the city was received concerning the removal of trees on the development site The Village at Holly Circle. Upon inspection it was revealed that trees were removed. Further it was discovered that the tree protection barricade had been removed and construction activity had encroached into the drip line of the trees.

On February, 1, 2016 it was determined that the tree removal work performed had been done without the proper approval or documentation. At 8:55am, a Stop Work Order was placed on the site to allow further investigation and halt current construction on the site. Subsequently, it was further determined that there was significant mass grading (cut and fill) over the project site that had been done without the proper approval or documentation. The grading may have adverse impacts on overall site slope stability, may adversely impact adjacent private properties and rights-of-way, may have adverse impacts on the ability to construct proposed individual lot stormwater infiltration systems, and may have caused damage to stormwater, water and sanitary sewer infrastructure.

Trees on Lot 1, Southwest corner, were removed on January 29th. Those trees, per the preliminary plat, were meant to be retained. The removal of those trees may potentially pose a risk to that slope as well as the trees adjacent to it. An arborist report will be needed to assess the trees still standing and the removal of the stumps from the removed trees.

On Lot 7 trees were also removed. The protective fencing that the trees sat behind was also removed. Those trees were meant to also be retained per the preliminary plat. An arborist report will be needed to assess the impact on the surrounding trees and the removal of the stumps impact on the hillside.

Additionally, condition Numbers 5 and 6 of the Hearing Examiner's Decision dated June 17, 2014, approving The Village at Holly Circle Preliminary Plat and Conditional Use, require that all construction within 10 feet of the drip line of any tree proposed or required to be retained shall be performed in a manner consistent with the recommendations of the arborist report submitted on August 19, 2009 or as revised by the project arborist and that tree protection shall be provided for all retained significant vegetation on the site consistent with the barricade requirements contained in GHMC 17.78.050(E). These conditions have been violated as a result of this activity.

Pursuant to GHMC 14.40.040, a valid grading permit is required for any changes to surface of land by grading, excavating, filling, stockpiling or the removal or disturbance of the natural topsoil thereon. The clearing and grading that was permitted and accepted by the City's Public Works Engineering Division, related to the development of this plat project (permit EN-14-0066), does not include the extent of grading that has now occurred on the site. As such, the site is out of compliance with regards to the Preliminary Plat finished grades and stormwater infrastructure.

From GHMC 14.40.040 Permit required

- A. Application. No person shall make changes or cause changes to be made in the surface of any land by grading, excavating, filling, stockpiling or the removal or disturbance of the natural topsoil thereon without first having obtained a valid grading permit, except as provided in subsection B of this section.*

From GHMC 17.07.002 Violations

- A. It is a violation of GHMC Titles 17 and/or 16 and the shoreline master program for any person to initiate, maintain or cause to be initiated or maintained the use of any structure, land or property within the city of Gig Harbor without first obtaining the permits or authorizations required for the use by the aforementioned codes.*
- B. It is a violation of GHMC Titles 17 and/or 16 and the shoreline master program for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the city of Gig Harbor in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned codes; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.*

From GHMC 17.78.050 Preservation of significant trees and native vegetation

- A. Retention. In the required perimeter landscaping area, applicants shall retain all significant vegetation as defined in GHMC 17.99.590. The city encourages retention of trees on the remaining portions of the project sites as well.*

B. Encroachment into Drip Line. No construction activities shall take place within the drip line of a tree to be retained without extra precautions as recommended by a certified arborist. The applicant may install impervious or compactible surface within the area defined by the drip line if it is demonstrated by a qualified arborist that such activities will not endanger the tree or trees.

E. Tree Protection Barricade. All significant vegetation to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation with heavy equipment begins. The barricade must be made of cylindrical steel posts or four-inch by four-inch wood posts with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high.

From GHMC 12.17.006 (B)(4)

...If the violation is not already subject to criminal prosecution, any subsequent violations may result in criminal prosecution as provided in GHMC 12.17.018.

Required Correction:

- 1. Provide the City with a survey showing the location of the 25 foot perimeter buffer and the trees removed. Lot and buffer corners shall be staked accordingly and the edge of buffer clearly identified and strung.**
- 2. Provide the City with a report from an ISA certified arborist indicating current health of remaining trees adjacent to work done and if stumps can be removed. If stumps can be removed the reports shall indicate what methods would be best.**
- 3. Re-install tree protection barricade around remaining trees that will be retained. Barricade shall remain in place until directed by city staff otherwise.**
- 4. Provide the City with re-planting plan meeting the requirements of dense vegetative buffer per GHMC 17.78 standards and showing the replacement of trees removed at a ratio of 3 new trees to 1 removed. Please follow standards set forth from City of Gig Harbor's Design Manual and GHMC 17.78.060.**
- 5. Provide revised geotechnical report to address the current cut slopes and fill areas, to substantiate their suitability, stability and proper placements in compliance with all applicable provisions of GHMC 14.40.**
- 6. Provide revised geotechnical report to address implications of the current cut and fill activities to the proposed individual plat lot infiltration systems, and provide updated recommendations for individual lot infiltration systems, including new infiltration system sizing criteria, additional soils test pits, updated grain-size analyses, and/or in-situ permeability testing, as necessary to confirm ability to**

GHMC 14.20 and the City's Stormwater Management and Site Development Manual.

7. Provide verification that all plat infrastructure is undamaged and in proper repair, including but not limited to: stormwater infrastructure in the plat roadway is clean and free of sediment and debris, all water service locations (meter boxes, setters, etc.) are un-damaged, and all sanitary side-sewer stubs and cleanouts are clean and undamaged.

Please see attached GHMC 17.99.240 Natural Site Conditions and GHMC 14.40 Grading.

Date to Complete Correction:

Immediately cease all work on site except for the placement of temporary erosion control and actions necessary to preserve and ensure public safety.

Re-install tree protection barricade around remaining trees that will be retained.

Barricade shall remain in place until directed by city staff otherwise.

Within 15 days Required Correction items 1, 2, and 4 must be completed.

Within 15 days of written notice Required Corrections items 5, 6 and 7 listed above must be completed.

Ongoing work will be necessary to attain compliance. Only those activities prescribed by and approved by the City are allowed while the stop work order is active. The stop work order will remain in place until which time the City deems the site compliant with all applicable codes and the final plat application is approvable.

Please schedule an appointment to meet with the Planning and Public Works Departments to discuss how to bring the site back to the approved condition.

Investigating City Department: Planning. Contact: Adam Blodgett, Community Service Officer Telephone number – 253-851-6170. Email address – blodgetta@cityofgigharbor.net

Appeal: A person to whom a notice of violation or civil penalty is issued and served may appeal the notice of violation or civil penalty by filing a written request for appeal with the city clerk no later than 10 working days after said notice of violation or civil penalty is served. Each request for appeal shall contain the address and telephone number of the person making the request and the name and address of any person who may represent him or her. Each request for appeal shall set out the basis for the appeal. Failure to submit specific grounds for appeal in writing in the request may result in the dismissal of the appeal by the hearing examiner prior to any hearing.

See attached appeal process GHMC 19.16.080 for Title 16 and 17 violations and 12.17.014 for Title 14 violations

Civil Penalties: If the violation is not abated immediately or if this Notice of Violation is not appealed within 10 working days of service, the City may assess monetary penalties as identified in GHMC 19.16.070 & 12.17.016 (see attached).

CITY OF GIG HARBOR

Adam Blodgett
Community Service Officer

Cc: Jennifer Kester –Planning Director
Carl de Simas – Associate Planner
Trent Ward, Senior Engineer

STOP WORK ORDER

=====

DECLARATION OF POSTING

I, Adam Blodgett, declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct to the best of my knowledge:

On February 1, 2016, I caused to be posted the Stop Work Order issued under GHMC 19.16.040.

Address: **2500 Hollycroft Street, Village at Hollycroft Circle**

Summary of Violation: 17.78.050 A, B, E Tree Barricade, Retention of trees in perimeter, Encroachment into drip line without arborist report.

Time/ Date of Posting: 02/01/2016, 0855 Hours

Manner of Posting: On wood post on Lot 7

SIGNED at Gig Harbor, Washington, this 1st day of February, 2016.


DECLARANT (signature)

City of Gig Harbor
Community Development Department

STOP WORK ORDER

Address: Village of Helycraft Circle, 7500 Helycraft St NW

This project has been determined to be in violation of Title 15 of the Gig Harbor Municipal Code for the following reason(s):

- 17.18.050 B - Encroachment into Airspace by a structure
- 17.18.050 A - Retention of trees in proximity
- 17.18.050 E - Tree removal

No further work is authorized until approved by the Building Official. Failure to comply with this order is punishable by fine or imprisonment in accordance with GHMC Title 15.18. It is a violation to remove or destroy this notice.

You may have a right to appeal this notice. For further information contact the City of Gig Harbor Community Development Department, 3510 Grandview St., Gig, Harbor, WA 98335 or call (253) 851-6170.

Posted By A. Blaggett

Date 2/11/2016

Time 08:55



Lot 1
FACING
EAST
01/29/16



LOT 1
FACING EAST
01/29/16



LOT 1
FACING EAST

01/29/16



LOT 7
FACING WEST

01/29/16



LOT 7/8
FACING
SOUTHWEST
02/11/16



LOT 6/7/8
FACING
SOUTH
02/11/16



LOT 7/6
FACING WEST
02/01/16



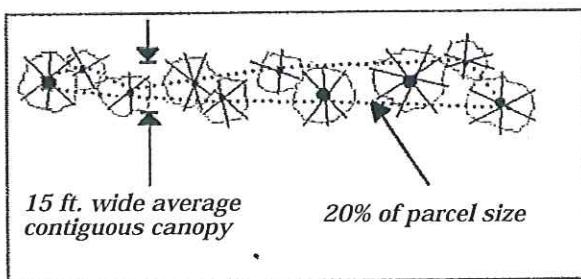
02/01/16

D. Incorporate approximately 20 percent of significant vegetation into site plan.

On nonresidential and multifamily sites, at least 20 percent of natural significant vegetation shall be incorporated into required landscaping and retained indefinitely. The 20 percent calculation shall be based upon significant vegetation currently on the site and which has been cleared from the site within the past five years. In conjunction with the 20 percent retention requirement, the following options may be applied to other landscaping requirements of this chapter.

1. REDUCED LANDSCAPING REQUIREMENTS

Clusters of natural vegetation which form a continuous canopy at least 15 feet deep (average) and at least 20 percent of the parcel size (measured from the outer edges of the trunks) will meet the requirements for on-site trees; provided, that screening and buffering requirements otherwise required are met. All other landscaping requirements must be adhered to.



Natural vegetation may meet on-site tree requirements.

2. REDUCED PARKING STALL DIMENSIONS

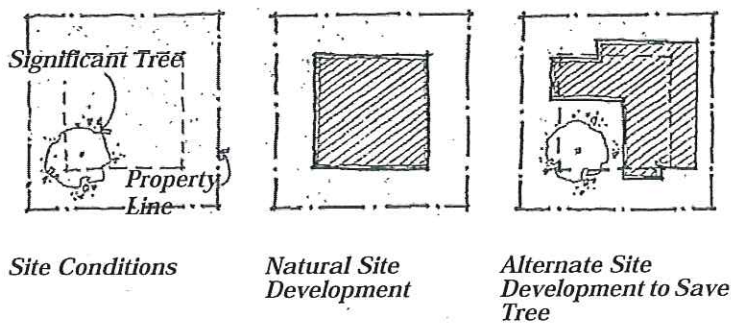
Parking stalls adjacent to protected trees may be reduced to eight feet by 16 feet to avoid encroachment into tree root zones.



17.99.210 NATURAL SITE CONDITIONS

3. ENCROACHMENT INTO SETBACKS

Structures and parking areas may encroach into required setbacks if it can be shown that such encroachment allows significant trees or tree clusters to be retained. Encroachment shall be the minimum encroachment necessary to protect specified trees. In no case shall the yard be reduced to less than five feet. (Not applicable to single-family and duplex development or to development subject to zone transition standards.)



E. Replace lost trees which were intended to be retained.

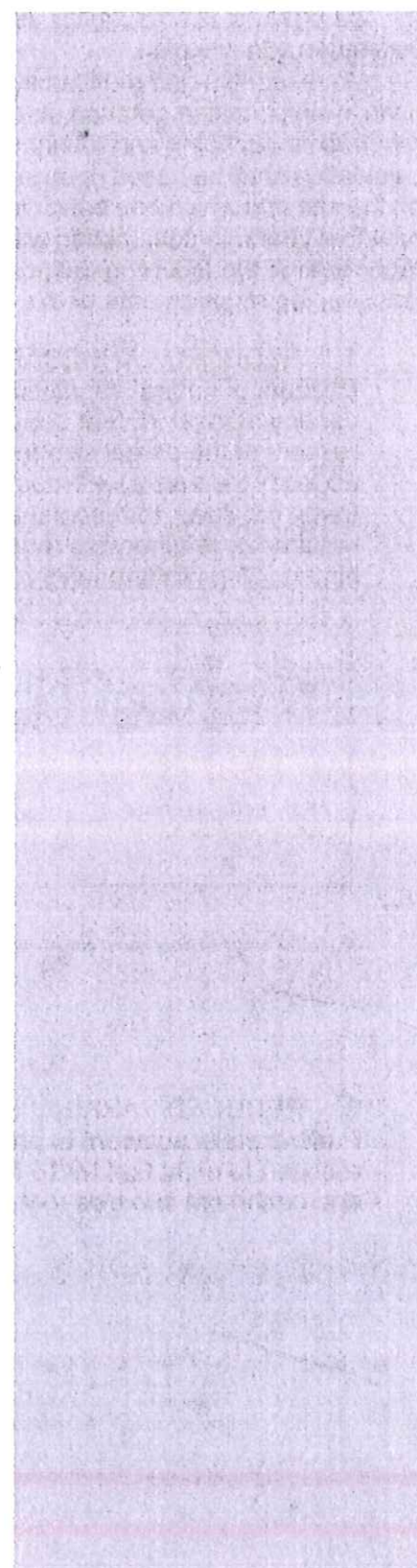
Any tree proposed or required to be retained and which is subsequently lost or destroyed must be replaced with at least three six-foot trees or one 18-foot tree or one 12-foot plus one six-foot tree of the same species.

F. Retain the natural symmetry of trees.

Trimming of trees shall be done in a manner that preserves the tree's natural symmetry. Topping is prohibited unless recommended by an ISA certified arborist for health or safety reasons. Limbing-up may be appropriate if sufficient crown is retained to preserve the tree's fullness and health.

G. Maintain health and fullness of natural vegetation and buffer areas.

Areas of natural vegetation shall be retained over time. To ensure this, volunteer saplings of coniferous trees should be allowed to grow to replace older, less healthy trees. However, it may be prudent to thin out some saplings to avoid overcrowding if existing trees are healthy and full. A healthy and typical spacing of larger trees in a natural or forested setting is about 12 to 15 feet on center.



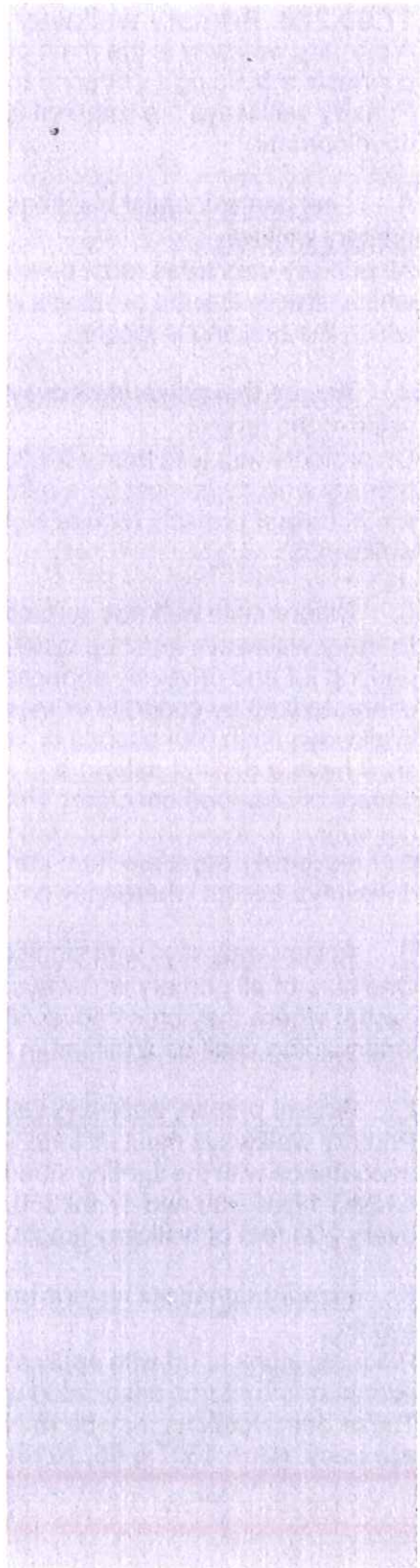
Selective thinning and maintenance may be allowed if this spacing is retained, subject to city planning staff approval. The order of preference in trees to be retained under a thinning maintenance program is:

1. Healthy coniferous and madrone trees with a 10-inch or greater trunk diameter;
2. Healthy coniferous and madrone trees with a six-inch or greater trunk diameter;
3. Smaller saplings of coniferous trees; and
4. Deciduous trees.

No trees shall be removed under a thinning and maintenance program if such removal results in tree spacing greater than 15 feet on center, except to remove dying or dangerous trees as determined by a certified arborist. Full under-story shrubbery shall be retained, except to thin out non-native species (e.g., blackberry, scotch broom). (Ord. 1194 § 46, 2010; Ord. 1092 § 1, 2007; Ord. 1086 § 1, 2007).

17.99.250 Landscaping and screening.

Repealed by Ord. 1086.



17.76.010

Chapter 17.76

BOAT MOORAGE

Sections:

- 17.76.010 Intent.
- 17.76.020 Standards for moorages and launching ramps.

17.76.010 Intent.

Requirements for boat moorages are established to assure safety as well as compatibility with surrounding uses. (Ord. 109A § 16.1, 1968).

17.76.020 Standards for moorages and launching ramps.

No building permit shall be issued for a boat moorage or launching ramp for public or commercial use unless the following standards have been met:

A. The approval of the city engineer as to structural stability and safety must be obtained in writing;

B. Any moorage or wharf on private property must be at least 12 feet from a side property line unless there is evidence of an agreement among property owners for joint use of common side lot lines;

C. Fences or other obstructions to the view from adjacent properties or the street shall not be permitted.

D. Parking for activities related to watercraft shall be provided with the following ratio of off-street automobile spaces to moorages:

1. Moorages/slips less than 45 feet: One space for every two berths;
2. Moorages/slips 45 feet or longer: One space for every berth;
3. All moorage facilities shall provide a minimum of two parking spaces. (Ord. 479 § 2, 1986; Ord. 109A § 16.2, 1968).

Chapter 17.78

LANDSCAPING AND SCREENING

Sections:

- 17.78.010 Intent.
- 17.78.020 Applicability.
- 17.78.030 Landscape plans.
- 17.78.040 Overlapping requirements.
- 17.78.045 General provisions.
- 17.78.050 Preservation of significant trees and native vegetation.
- 17.78.060 Requirements for residential landscaping.
- 17.78.070 Requirements for nonresidential uses.
- 17.78.080 Parking lot and service area landscaping and screening.
- 17.78.090 Screening/buffering from SR-16, Tacoma Power Cushman transmission line property and SR-16 interchanges.
- 17.78.095 Hedges.
- 17.78.100 Alternative landscaping plans.
- 17.78.105 Phased projects.
- 17.78.110 Performance assurance.
- 17.78.120 Maintenance.

17.78.010 Intent.

The intent of this chapter is to establish standards for landscaping and screening, to maintain or replace existing vegetation, provide physical and visual buffers between differing land uses, lessen environmental and improve aesthetic impacts of development and to enhance the overall appearance of the city. Notwithstanding any other provision of this chapter, trees and shrubs planted pursuant to the provisions of this chapter shall be types and ultimate sizes at maturity that will not impair scenic vistas. (Ord. 573 § 2, 1990).

17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, and to any new subdivision plat. GHMC 17.78.095 applies to all development in the area described by that section. Additionally, the requirements of Shoreline Master Program subsection 6.2.4, Regulations – Vegetation Conservation Strip, shall apply to all property within the jurisdiction of the city's shoreline master program. (Ord. 1278 § 4, 2013; Ord. 1238 § 4, 2012; Ord. 1197 § 44, 2010; Ord. 710 § 75, 1996; Ord. 652 § 5, 1993; Ord. 573 § 2, 1990).

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17.78.030 Landscape plans.

A plan of the proposed landscaping and screening shall be incorporated into plans submitted for site plan review or projects which require hearing examiner review. The plans shall be drawn to scale and contain the following, in addition to the significant vegetation plan and tree retention plan required by GHMC 17.98.040:

A. Parking and vehicle use areas, driveways and walkways;

B. Buildings or structures, existing and proposed;

C. All proposed new landscaping. Landscape plan shall include the location, species, diameter or size of materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials. Alternatively, a schematic landscape plan can be submitted showing planting zones. Each planting zone shall include typical shrub and groundcover species and typical size and spacing at planting. All landscape plans shall include the location, species, and diameter or size of all proposed trees;

D. Schematic irrigation plan showing irrigation zones and proposed irrigation techniques within each zone or a xeriscape plan as set forth in GHMC 17.78.045(B);

E. Identification of tree protection techniques. (Ord. 1093 § 1, 2007; Ord. 573 § 2, 1990).

17.78.040 Overlapping requirements.

In the event of a conflict between the standards for individual uses and other general requirements of this chapter, the more stringent shall apply. Determination of the appropriate standards shall be made by the planning director. In the event of a conflict between the standards for individual uses and other general requirements of this chapter with the requirements of Shoreline Master Program subsection 6.2.4, the requirements of the master program shall apply. (Ord. 1278 § 4, 2013; Ord. 573 § 2, 1990).

17.78.045 General provisions.

A. Plant Compatibility. All new plantings must be of a type which will thrive amid existing vegetation without killing or overtaking it. Incompatible plants which require different planting environments or microclimates shall not be mixed. Haphazard mixture of textures, colors and plant types should be avoided. Invasive, nuisance plants on the noxious weed list (state and Pierce County) are prohibited.

B. Irrigation. Planting areas with nursery stock or transplanted vegetation shall include an automatic mechanical irrigation system designed for full coverage of the planting area. Exceptions may be granted for xeriscape plans which require little or no supplemental irrigation. Xeriscape plans shall be prepared by a licensed landscape architect and shall be approved by the planning director.

C. Wall Coverage. Blank walls shall include a narrow planting area, where feasible, with shrubs or vines (espaliers) giving coverage to the wall.

D. Preservation of Significant Views. Views and vistas from public rights-of-way shall be considered when determining placement of vegetation. While it is not the intent to avoid all trees in the foreground of a view, consideration should be given to the expected height of tree and how they might be located to "frame" the view. (Ord. 1086 § 4, 2007).

17.78.050 Preservation of significant trees and native vegetation.

A. Retention. In the required perimeter landscaping area, applicants shall retain all significant vegetation as defined in GHMC 17.99.590. The city encourages retention of trees on the remaining portions of the project sites as well.

If the grade level adjoining a tree to be retained is to be altered to a degree that would endanger the viability of a tree or trees, then the applicant shall construct a dry rock wall or rock well around the tree. The diameter of this wall or well must be capable of protecting the tree. Proof of professional design may be required.

B. Encroachment into Drip Line. No construction activities shall take place within the drip line of a tree to be retained without extra precautions as recommended by a certified arborist. The applicant may install impervious or compactible surface within the area defined by the drip line if it is demonstrated by a qualified arborist that such activities will not endanger the tree or trees. (See the definition of "drip line" in GHMC 17.99.590.)

C. Other Existing Vegetation. Retention of other existing vegetation for landscaping is strongly encouraged; however, it must be equal to or better than available nursery stock.

D. Areas of native vegetation which are designated as landscape or buffer areas, or which are otherwise retained under the provisions of Chapter 17.99 GHMC, shall be subject to a 10-foot-wide no-construction zone and shall be protected by a barricade as defined in subsection E of this section. Clearing, grading or contour alteration is not permitted within this no-construction area unless a

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qualified arborist provides written documentation that proposed construction activity within the 10-foot setback will not harm existing vegetation within the designated landscape or buffer area.

E. Tree Protection Barricade. All significant vegetation to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation with heavy equipment begins. The barricade must be made of cylindrical steel posts or four-inch by four-inch wood posts with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high. (Ord. 1086 § 5, 2007; Ord. 975 § 67, 2004; Ord. 710 § 76, 1996; Ord. 573 § 2, 1990).

17.78.060 Requirements for residential landscaping.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be at least the depth of the required yard or setback area. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area, within three years. One deciduous tree a minimum of two-inch caliper or one six-foot evergreen or three shrubs which should attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped.

2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, trees shall be of a species that will ultimately grow to the height of the planned building. In the selection of trees and shrubs, consideration should be given to overall aesthetic impacts at maturity.

B. Buffer Areas. All residential plats shall have a minimum 25-foot buffer consisting of a dense vegetated screen, shall be required along the perimeters of the plat, and the buffer shall be established as a covenant on the final plat. The screening may be achieved through any one or a combination of the following methods:

1. A solid row of evergreen trees or shrubs;
2. A solid row of evergreen trees and shrubs planted on an earthen berm;

3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years;

4. Use of existing native vegetation which meets the definition of dense vegetative screen.

C. Parking Areas. Parking areas shall be landscaped subject to the standards for parking lots found in GHMC 17.78.080. (Ord. 1245 § 18, 2012; Ord. 1086 § 6, 2007; Ord. 975 § 68, 2004; Ord. 652 § 6, 1993; Ord. 573 § 2, 1990).

17.78.070 Requirements for nonresidential uses.

A. Perimeter Areas.

1. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped. The required width of perimeter areas to be landscaped shall be the required yard or setback area or a total area equivalent to the required yards. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot-high evergreen tree or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 300 square feet of area to be landscaped.

2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, trees shall be of a species that will ultimately grow to the height of the planned building.

B. Buffer Areas. Where a development subject to these standards is contiguous to a residential zoning district, the zone transition standards of GHMC 17.99.180 shall be met. Where a nonresidential development abuts a residential development in the same zone, then that required perimeter area shall be landscaped the full width of the setback areas as follows:

1. A solid screen of evergreen trees or shrubs;
2. A solid screen of evergreen trees and shrubs planted on an earthen berm an average of three feet high along its midline;
3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years.

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shall be punished as provided in Chapter 1.16 GHMC and fined as provided in Chapter 12.17 GHMC.

E. Civil Penalty. In addition to any civil infraction fine, criminal penalty, and/or other available sanction or remedial procedure, any person engaging in conduct made unlawful by this chapter shall be subject to a cumulative civil penalty in the amount of \$1,000 per day for each violation from the date set for compliance until the date of compliance. Any such civil penalty shall be collected in accordance with Chapter 12.17 GHMC.

F. Additional Remedies.

1. In addition to any other remedy provided by this chapter or under the Gig Harbor Municipal Code, the city may initiate injunction or abatement proceedings or any other appropriate action in courts against any person who violates or fails to comply with any provision of this chapter to prevent, enjoin, abate, and/or terminate violations of this chapter and/or to restore a condition which existed prior to the violation. In any such proceeding, the person violating and/or failing to comply with any provisions of this chapter shall be liable for the costs and reasonable attorneys' fees incurred by the city in bringing, maintaining and/or prosecuting such action.

2. The administrator may provide the option for compensation of all or part of any penalties incurred by any person(s) to be made in the form of community service approved by the administrator that will be of benefit to the environment and the city. The person(s) and administrator will enter into a formal, written agreement providing for the community service. This agreement shall include in detail description of the service(s) to be rendered by the person(s) in penalty for noncompliance of this chapter. The description shall include a completion date with a mutually agreed compensation structure to offset the above mentioned penalties.

3. Any person who violates any provision of this chapter may also be in violation of the federal Clean Water Act, NPDES Phase II Permit, and/or Chapter 90.48 RCW and may be subject to sanctions including civil and criminal penalties. Any enforcement action authorized under this chapter shall also include written notice to the violator of such potential liability. (Ord. 1168 § 2, 2009).

Chapter 14.40

GRADING

Sections:

- 14.40.010 Purpose.
- 14.40.020 Definitions.
- 14.40.030 Permit authority.
- 14.40.040 Permit required.
- 14.40.050 Requirements.
- 14.40.060 Permit – Application.
- 14.40.070 Permit – Fees.
- 14.40.080 Permit – Expiration.
- 14.40.090 Financial guarantees.
- 14.40.100 Cuts.
- 14.40.110 Fills.
- 14.40.120 Setbacks.
- 14.40.130 Terracing.
- 14.40.140 Erosion control.
- 14.40.150 Grading inspection.
- 14.40.160 Work completion.
- 14.40.170 Enforcement.

14.40.010 Purpose.

A. The purpose of this chapter is to promote, protect and preserve the public interest by regulating land alteration, particularly the grading of land in the city.

B. This chapter is necessary in order to provide minimum development regulations and construction procedures which will preserve, replace or enhance natural processes and characteristics to the maximum extent practicable, consistent with the zoning and subsequent development of the land within the city; to minimize water quality degradation and the sedimentation of creeks, streams, ponds, lakes, wetlands and other water bodies; to minimize the impact of increased runoff erosion and sedimentation on nonconsenting persons caused by improper land development and maintenance practices; to maintain and protect groundwater resources; to minimize adverse effects of alteration in ground and surface water quantities, locations, and flow patterns; to promote safety upon city roads and rights-of-way; to decrease potential landslide, flood, and erosion damage to public and private property; and to promote site planning and building practices which are consistent with the city's natural topographical, vegetational and hydrological features.

C. This chapter is intended to promote the health, safety and welfare of the public and nothing in this chapter is intended to or shall be deemed to create a duty on the part of the city to protect or promote the interests of any particular person or

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class of persons. The existence of these regulations or any failure, refusal or omission of the city to enforce any provision in this chapter shall not prevent, supplant or affect the right of any person affected by the grading operations of another to invoke such private remedies as may be available against such other person. (Ord. 1169 § 4, 2009).

14.40.020 Definitions.

For the purposes of this chapter, the definitions listed under this section shall be construed as specified in this section:

“Abbreviated plan” means the project threshold for abbreviated plans described in the Gig Harbor stormwater management and site development manual.

“Approved” means approved by the designated permit authority for grading permits.

“As-graded” means the surface condition after the completion of grading.

“Bench” means a relatively level step excavated into earth material on which fill is to be placed.

“Borrow” means earth material acquired from an off-site location for use in grading on a site.

“Brush” means vegetation one foot to four feet in height.

“Building” means any structure used or intended for supporting or sheltering any use or occupancy.

“Civil engineer” means a professional engineer licensed to practice in the state of Washington in civil engineering.

“Civil engineering” means the application of knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind.

“Clearing” means the act of destroying or removing vegetation by mechanical or chemical means. See Chapter 17.94 GHMC.

“Compaction” means the densification of a fill by mechanical means.

“Critical area” means those lands which are subject to natural hazards, contain important or significant natural resources or which have a high capability of supporting important natural resources. See Chapter 18.08 GHMC.

Cut. See “Excavation.”

“Development standards” means the public works standards and/or the Gig Harbor stormwater management and site development manual as approved by the city council.

“Earth material” means any rock, natural soil or any combination thereof.

“Engineering geologist” means a professional engineering geologist licensed to practice in the state of Washington experienced and knowledgeable in engineering geology.

“Engineering geology” means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

“Erosion” means the wearing away of the ground surface as a result of action by wind, water and/or ice.

“Excavation” means the removal of earth material by artificial means, also referred to as a cut.

“Existing grade” means the land elevation prior to grading.

“Fill” means deposition of earth material by artificial means.

“Filling” means any act by which earth, sand, gravel, rock or other solid material is deposited, placed, pushed, pulled or transported to a place other than the place from which it is excavated, and the materials so placed.

“Finished grade” means the grade of the site after alterations are completed.

“Grade” means the vertical location of the ground surface.

“Grading” means any act which changes the elevation of the ground surface, including either excavation activities or fill activities.

“Grading permit” means the written permission of the permit authority to the permittee to proceed with the act of grading and land development within the provisions of this chapter.

“Ground cover” means root vegetation normally less than one foot in height.

“Grubbing” means the act of root vegetation removal from beneath the surface of the earth.

“Hydrologist” means a professional hydrologist licensed to practice in the state of Washington who has experience or specialized training in hydrology.

“Impervious” means without significant capacity to transmit water.

“Intermittent” means interrupted at intervals, periodic, recurrent, flowing in the same direction (streams), or depressions which fill on a frequent basis (ponds).

“Key” means a compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

“Overstory” means vegetation above 10 feet in height.

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3. Routine maintenance of existing landscaping;

4. Emergency situations involving immediate danger to life or property or substantial fire hazards;

5. Excavations for wells, dewatering wells, or trenches for utilities;

6. Exploratory excavations performed under the direct supervision of a design professional registered in the state of Washington;

7. In any one year an excavation less than 50 cubic yards which:

a. Is less than one foot in depth; and

b. Does not obstruct a stream or surface water; and

c. Does not create a cut slope greater than five feet in height and steeper than two horizontal to one vertical; and

d. Is adequately protected against erosion;

8. In any one year a fill less than 50 cubic yards which:

a. Is less than one foot in depth; and

b. Does not obstruct a stream or surface water; and

c. Is not intended to support structures; and

d. Does not create a fill slope greater than three feet in height and steeper than five horizontal to one vertical; and

e. Is adequately protected against erosion;

9. Grading within five feet of a proposed footing that is required for placement of a building that is associated with a valid building permit. (Ord. 1169 § 4, 2009).

14.40.050 Requirements.

It is the intent of this section to promote practices consistent with the city's natural topographic, vegetational, and hydrologic features, and to control substantial land alterations of a speculative nature. In considering whether to issue a permit, and in considering whether and what type of conditions should be imposed, the permit authority shall apply the following standards and criteria:

A. General. The permit authority may approve or approve with modifications an application submitted under this subsection only if:

1. The proposal is in accord with the comprehensive plan, comprehensive drainage plan, zoning code, critical areas ordinance, drainage management code, National Flood Insurance Program, and other city codes and adopted standards;

2. The approval of the proposal will not pose a threat to or be detrimental to the public health, safety and welfare; and

3. The applicant has demonstrated that approval of the proposal is necessary for the reasonable development or maintenance of the property.

B. Hazards. Whenever the permit authority determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of the property, upon receipt of notice in writing from the permit authority, shall within the period specified therein repair or eliminate such excavation or embankment so as to eliminate the hazard and be in conformance with the requirements of this code.

C. Gig Harbor Stormwater Management and Site Development Manual. All grading projects shall be subject to meeting the requirements of the Gig Harbor stormwater management and site development manual, most recent version, hereafter called the "manual." (Ord. 1169 § 4, 2009).

14.40.060 Permit – Application.

To obtain a permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall also include the following applicable information:

A. Plan submittals in accordance with the Gig Harbor stormwater management and site development manual, most recent version.

B. Applicants for grading on slopes of critical areas or on slopes 15 percent or greater but not exceeding 35 percent may be required by the permit authority to submit a grading report described in subsection C of this section.

C. Applicants for grading on slopes in excess of 35 percent shall submit a grading report prepared by a professional engineer licensed by the state of Washington. The required grading report shall contain the following information, including recommended methods for mitigating identified impacts and a description of how these mitigating measures may impact adjacent property:

1. Soils Report. This report shall include data regarding the nature, distribution and strength of existing soils and the characteristics of the underlying geology, conclusions and recommendations for grading procedures, design criteria for corrective measures and opinions and recommen-

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material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than five to one shall be at least 10 feet wide. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of fill shall be at least 10 feet wide but the cut shall be made before placing the fill and acceptance by the soils engineer or engineering geologist or both as a suitable foundation for fill.

D. Fill Material.

1. Organic material shall not be permitted in fills. Except as permitted by the building official, no rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills.

2. Exceptions. The permit authority may permit placement of larger rock when the soils engineer properly devises a method of placement, continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

a. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.

b. Rock sizes greater than 12 inches in maximum dimension shall be 10 feet or more below grade, measured vertically.

c. Rocks shall be placed so as to assure filling of all voids.

E. Compaction. All fills shall be compacted to a minimum of 90 percent of maximum density as determined by the International Building Code (IBC) as adopted by the city. In-place density shall be determined in accordance with the IBC.

F. Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than two horizontal to one vertical.

G. Terracing. Terracing shall be provided and the area above fill slopes and the surfaces to terraces shall be graded and paved as required. See GHMC 14.40.130. (Ord. 1169 § 4, 2009).

14.40.120 Setbacks.

A. General. Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary.

B. Top of Cut Slope. The top of cut slopes shall be made not nearer to a site boundary line than one-fifth of the vertical height of cut with a minimum

of two feet and a maximum of 10 feet. The setback may need to be increased for any required interceptor drains.

C. Toe of Fill Slope. The toe of fill slope shall be made not nearer to the site boundary line than one-half the height of the slope with a minimum of two feet and a maximum of 20 feet. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the permit authority deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

1. Additional setbacks;
2. Provision for retaining or slough walls;
3. Mechanical or chemical treatment of the fill slope surface to minimize erosion;
4. Provisions for the control of surface waters.

D. Modification of Slope Location. The permit authority may approve alternate setbacks using the variance process adopted by GHMC 12.16.010. The permit authority may require an investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied. (Ord. 1169 § 4, 2009).

14.40.130 Terracing.

A. General. Unless otherwise indicated on the approved grading plans, terracing and related drainage shall conform to the provisions of this section for cut or fill slopes steeper than three horizontal to one vertical.

B. Terrace.

1. Terraces at least six feet in width shall be established at not more than 30-foot vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 60 feet and up to 120 feet in vertical height, one terrace at approximately mid-height shall be 12 feet in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet in height shall be designed by the civil engineer and approved by the permit authority. Suitable access shall be provided to permit property cleaning and maintenance.

2. Swales or ditches on terraces shall have a minimum gradient of five percent and must be paved with reinforced concrete not less than three inches in thickness or an approved equal paving. They shall have a minimum depth at the deepest

design of buttress fills, where required, incorporating data supplied by the engineering geologist.

4. The engineering geologist's area of responsibility shall include, but need not be limited to, professional inspection and approval of the adequacy of natural ground for receiving fills and the stability of cut slopes with respect to geological matters and the need for subdrains or their groundwater drainage devices. He shall report his findings to the soils engineer and the civil engineer for engineering analysis.

5. The permit authority shall inspect the project at the various stages of the work requiring approval to determine that adequate control is being exercised by the professional consultants.

D. Regular Grading Requirements.

1. The permit authority may require inspection and testing by an approved testing agency at permittee's expense.

2. The testing agency's responsibility shall include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills.

E. Notification of Noncompliance. If, in the course of fulfilling his responsibility under this chapter, the civil engineer, the soils engineer, the engineering geologist or the testing agency finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the permit authority. Recommendations for corrective measures, if necessary, shall be submitted to the permit authority.

F. Transfer of Responsibility for Approval. If the registered professional or the testing agency of record is changed during the course of the work, the work shall be stopped until the replacement has agreed to accept the responsibility within the area of his or her technical competence for approval upon completion of the work.

G. It shall be the permittee's responsibility to notify the permit authority or his designee at least 48 hours prior to the time required for inspection. If the permit authority fails to inspect the project within eight working hours after the scheduled inspection time, the permittee may proceed with the project but shall not be relieved from compliance with the requirements of the plans, specifications, and permit as approved. All inspections and testing required shall be determined prior to issuance of the permit, except those that may be required when conditions exist that were not covered in the documents submitted when requesting a permit. The permit authority may require addi-

tional inspection or testing if conditions are found to be different than those presented in the plans or supporting documents; however, if and when conditions change, it shall be the responsibility of the applicant or the professional consultants who submitted the plans or documents to provide the permit authority with recommended changes to procedures, for its review and approval.

H. Suspension of Permits. Whenever the permit authority determines that the act or intended act of grading (excavation or fill has become or will constitute a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way, drainage channel, stream or surface water, including siltation and sedimentation therein, the permit authority shall immediately suspend the clearing and grading permit. The permittee or other person or agent in control of the property, upon receipt of notice in writing from the permit authority shall, within the period specified therein, terminate such clearing, grading, excavation, embankment or fill, or eliminate the same from the development plans. (Ord. 1169 § 4, 2009).

14.40.160 Work completion.

A. Final Reports. Upon completion of the rough grading work and at the final completion of the work the permit authority may require the following reports and drawings and supplements thereof:

1. As-graded record drawings in accordance with GHMC 14.40.150(C)(1) prepared by the civil engineer including original ground surface elevations, as-graded ground surface elevations, lot drainage patterns and locations and elevations of all surface and subsurface drainage facilities. The civil engineer shall state that to the best of his/her knowledge the work was done in accordance with the final approved grading plan.

2. A soils-grading report prepared by the soils engineer, including locations and elevations of field density tests, summaries of field and laboratory tests and other substantiating data and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. The soils engineer shall render a finding as to the adequacy of the site for the intended use.

3. A geologic grading report prepared by the engineering geologist, including a final description of the geology of the site and any information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. The engineering geologist shall ren-

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Chapter 19.16

ENFORCEMENT OF LAND USE CODES

Sections:

- 19.16.010 Purpose.
- 19.16.020 Applicability.
- 19.16.030 Violation review criteria.
- 19.16.040 Stop work order.
- 19.16.050 Voluntary compliance.
- 19.16.060 Investigation and notice of violation.
- 19.16.070 Civil penalty.
- 19.16.080 Notice of violation and civil penalty appeals.
- 19.16.085 Collection of civil penalty.
- 19.16.090 Abatement.
- 19.16.100 Criminal penalty.
- 19.16.110 Additional relief.

19.16.010 Purpose.

To ensure that the provisions of the Gig Harbor Municipal Code (“code”) related to all land use codes (GHMC Titles 16, 17 and 18), including but not limited to conditions imposed on land use permits granted by the city, are administered, enforced, and upheld to protect the health, safety and welfare of the general public. (Ord. 1226 § 1, 2011).

19.16.020 Applicability.

This chapter establishes a civil method, where permitted under the law, to enforce violations of the chapters and titles of the code referenced in GHMC 19.16.010, provided an alternate civil method, other than abatement, is not specifically set forth in the code. Where the alternate civil method is abatement, both methods may apply.

A. The city administrator and/or his/her authorized representative (the “administrator”) shall have the authority to enforce the land use codes of the city of Gig Harbor.

B. The code shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, lessee, occupier, or other person responsible for the condition of the land and buildings within the scope of this chapter.

D. No provision of or term used in this chapter is intended to impose upon the city, or any of its officers or employees, any duty that would subject them to damages in a civil action. (Ord. 1226 § 1, 2011).

19.16.030 Violation review criteria.

Each violation requires a review of all relevant facts in order to determine the appropriate enforcement sequence and response. When enforcing the provisions of this chapter, the administrator may, as practical and possible, seek to resolve violations without resorting to formal enforcement measures. When formal enforcement measures are necessary, the administrator may seek to resolve violations administratively prior to imposing civil penalties or seeking other remedies. The administrator may seek to gain compliance via civil penalties prior to pursuing abatement or criminal penalties. Nothing herein shall be interpreted to require the administrator to follow a specific sequence or order of enforcement in circumstances when swifter response by the city may be reasonable or necessary. In addition, the administrator may consider a variety of factors when determining the appropriate enforcement sequence and response, including but not limited to:

A. Severity, duration, and impact of the violation(s), including whether the violation has a probability of placing a person or persons in danger of death or bodily harm, causing significant environmental harm, or causing significant physical damage to the property of another;

B. Compliance history, including any identical or similar violations or notice of violation at the same site or on a different site but caused by the same party;

C. Economic benefit gained by the violation(s);

D. Intent or negligence demonstrated by the person(s) responsible for the violation(s);

E. Responsiveness in correcting the violation(s); and

F. Other circumstances, including any mitigating factors. (Ord. 1226 § 1, 2011).

19.16.040 Stop work order.

A. The administrator shall have the authority to issue a stop work order whenever any activity, work or development is being done in violation of any of the land use codes, or without a permit, review or authorization required by the land use codes, or contrary to any permit, required review, or authorization that may result in violation of the land use codes. The stop work order shall be posted on the site of the violation containing the following information:

1. The street address or a description of the building, structure, premises, or land where the violation has occurred, in terms reasonably sufficient to identify its location;

Gig Harbor Municipal Code

19.16.080 Notice of violation and civil penalty appeals.

A. A person to whom a notice of violation or civil penalty is issued and served may appeal the notice of violation or civil penalty by filing a written request for appeal with the city clerk no later than 10 working days after said notice of violation or civil penalty is served. Each request for appeal shall contain the address and telephone number of the person making the request and the name and address of any person who may represent him or her. Each request for appeal shall set out the basis for the appeal. Failure to submit specific grounds for appeal in writing in the request may result in the dismissal of the appeal by the hearing examiner prior to any hearing.

B. If an appeal is submitted, the hearing examiner, or his or her designee, will conduct a hearing at the next available hearing date for the hearing examiner after the city issues a notice of hearing. For good cause, the hearing examiner may, at his or her discretion, change a previously set hearing date.

C. If an appeal is submitted, the city shall mail a hearing notice giving the time, location, and date of the hearing by first-class mail to person(s) to whom the notice of violation or civil penalty was directed and any other parties identified in the appeal request.

D. The hearing examiner, or his or her designee, shall conduct a hearing on the violation or penalty. The administrator, as well as the person(s) to whom the notice of violation or civil penalty was directed, may participate as parties in the hearing and each party may call witnesses. The city shall have the burden of proof to establish, by a preponderance of the evidence, that the violation has occurred and that the required corrective action is reasonable, or that the civil penalty was appropriately assessed for noncompliance with this code.

E. The hearing examiner shall determine whether the city has established, by a preponderance of the evidence, that the violation has occurred and that the required corrective action is reasonable, or that the civil penalty was appropriately assessed and reasonable, and based on that determination shall issue a final order that affirms, modifies, or vacates the notice of violation or civil penalty being appealed. The city's hearing examiner rules shall apply. The hearing examiner's final order shall contain the following information:

1. The decision regarding the alleged violation including findings of facts and conclusion of law based thereon;

2. If applicable, a statement that the required corrective actions imposed by the city are affirmed, modified, or waived;

3. If applicable, any additional conditions imposed by the hearing examiner regarding the violation and any corrective action, and the date and time by which the additional condition and/or correction must be met and/or completed; and

4. If applicable, a statement that any associated civil penalties are affirmed, modified, or waived.

F. If the appellant and/or any person(s) to whom the appealed notice of violation or civil penalty was directed fails to appear at the scheduled hearing, the hearing examiner shall proceed with the hearing and issue a final order based on the evidence submitted by the party(ies) in attendance.

G. The final order shall be served in person or by first-class mail on the appellant and any person(s) to whom the appealed notice of violation or civil penalty was directed.

H. A final order of the hearing examiner shall be considered the final administrative decision and may be appealed to a court of competent jurisdiction within 21 calendar days of its issuance or, if applicable, as provided in RCW 36.70C.040. (Ord. 1226 § 1, 2011).

19.16.085 Collection of civil penalty.

A. The civil penalty constitutes an obligation of the person, firm, or corporation to whom the civil penalty is directed. The civil penalty assessed must be paid to the city within 30 calendar days from the date of service of the civil penalty or, if an appeal is filed, the time required in the hearing examiner's final order (30 days after issuance of order if no time requirement is specified). The civil penalty may also jointly and severally be assessed against the property where the violation occurred when permitted by law.

B. A civil penalty that is not paid within 30 days may be referred to a collection agency, officially approved by the city of Gig Harbor, for collection. (Ord. 1226 § 1, 2011).

19.16.090 Abatement.

A. In the event that compliance is not achieved through the measures outlined in GHMC 19.16.040 through 19.16.080, or that said measures are not, at the reasonable discretion of the administrator, appropriate to remedy the violation, the city may declare the violation a public nuisance, and remove or correct the same through any lawful means of abatement that is determined to be proper by the city attorney.

19.16.100

B. Using any lawful means, the city may enter unsecured property and may remove or correct a violation which is subject to abatement with the consent of the owner and person in control of the premises. If the owner and person in control of the premises do not consent to entry, the city may seek such judicial process in Pierce County superior court as it deems necessary to effect the removal or correction of such condition. (Ord. 1226 § 1, 2011).

19.16.100 Criminal penalty.

In certain instances, where the aforementioned enforcement and penalty provisions outlined in this chapter do not result in compliance or are not appropriate for achieving compliance, the administrator may refer the matter to the police department for criminal investigation and prosecution. Unless a different criminal penalty is provided specifically for the violation, violations of chapters and titles of the code referenced in GHMC 19.16.010 shall constitute a gross misdemeanor as set forth in GHMC 1.16.010. Upon conviction and pursuant to a prosecution motion, the court shall also order immediate action to correct the condition constituting the violation and to maintain the corrected condition in compliance with this code. (Ord. 1226 § 1, 2011).

19.16.110 Additional relief.

Nothing in this chapter shall preclude the city from seeking any other relief as authorized in other provisions of this code, or by state or federal law or regulation. Enforcement of this chapter is supplemental to all other laws adopted by the city. (Ord. 1226 § 1, 2011).

Gig Harbor Municipal Code

Chapter 12.17

ENFORCEMENT

Sections:

- 12.17.002 Violations.
- 12.17.004 Enforcement.
- 12.17.006 Investigation and notice of violation.
- 12.17.008 Time-to comply.
- 12.17.010 Stop work order.
- 12.17.012 Emergency order.
- 12.17.014 Review by hearing examiner.
- 12.17.016 Civil penalty.
- 12.17.018 Criminal penalties.
- 12.17.020 Additional relief.

12.17.002 Violations.

A. It is a violation of GHMC Titles 12, 13 and/or 14 for any person to initiate, maintain or cause to be initiated or maintained the use of any structure, land or property within the city of Gig Harbor without first obtaining the permits or authorizations required for the use by the aforementioned codes.

B. It is a violation of GHMC Titles 12, 13 and/or 14 for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the city of Gig Harbor in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned codes; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.

C. In addition to the above, it is a violation of GHMC Titles 12, 13 and/or 14 to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with the aforementioned codes;
2. Misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization;
3. Fail to comply with any of the requirements of or violate any of the provisions of GHMC Titles 12, 13 and/or 14. (Ord. 870 § 1, 2001).

12.17.004 Enforcement.

A. The public works director has the authority to enforce this chapter and GHMC Titles 12, 13 and/or 14. The public works director may call upon the police, fire, building, planning or other appropriate city departments to assist in enforcement. As

used in this chapter, "public works director" shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the public works director may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building, facility, street, premises or right-of-way subject to the consent or warrant, in order to perform the duties imposed by GHMC Titles 12, 13 and/or 14.

C. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

D. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of GHMC Titles 12, 13 and/or 14.

E. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. (Ord. 870 § 1, 2001).

12.17.006 Investigation and notice of violation.

A. Investigation. The public works director shall investigate any structure, activity, facility, street or use which the public works director reasonably believes does not comply with the standards and requirements of GHMC Titles 12, 13 and/or 14.

B. Notice of Violation. If after investigation the public works director determines that the standards or requirements of GHMC Titles 12, 13 and/or 14 have been violated, the public works director shall serve a notice of violation upon the owner, tenant or other person responsible for the condition. The notice of violation shall contain the following information:

1. A separate statement of each standard, code provision or requirement violated;
2. What corrective action, if any, is necessary to comply with the standards, code provision or requirements;
3. A reasonable time for compliance;
4. A statement that if the violation is not already subject to criminal prosecution, any subsequent violations may result in criminal prosecution as provided in GHMC 12.17.018.

C. Service. The notice shall be served on the owner, tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested,

12.17.008

addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the planning director makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and

2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address if known, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to GHMC 12.17.010, 12.17.012, 12.17.016, 12.17.018, or 12.17.020.

F. Optional Notice to Others. The public works director may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

G. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation. (Ord. 870 § 1, 2001).

12.17.008 Time to comply.

A. Determination of Time. When calculating a reasonable time for compliance, the public works director shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations, construction requirements and the legal prerogatives of landlords and tenants; and
5. Any other circumstances beyond the control of the responsible party.

B. Order Becomes Final Unless Appealed. Unless an appeal is filed with the public works director for hearing before the hearing examiner in accordance with GHMC 12.17.014, the notice of violation shall become the final order of the public works director. A copy of the notice shall be filed with the Pierce County auditor. The public works director may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property. (Ord. 870 § 1, 2001).

12.17.010 Stop work order.

Whenever a continuing violation of this code will materially impair the public works director's ability to secure compliance with this code, or when the continuing violation threatens the health or safety of the public or damage to public property, the public works director may issue a stop work order specifying the violation and prohibiting any work or other activity at the site. A failure to comply with a stop work order shall constitute a violation of this chapter. (Ord. 870 § 1, 2001).

12.17.012 Emergency order.

Whenever any use or activity in violation of GHMC Titles 12, 13 and/or 14 threatens the health and safety of the occupants of the premises or any member of the public or damage to public property, the public works director may issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety or public property be corrected. The emergency order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. A failure to comply with an emergency order shall constitute a violation of this chapter.

Any condition described in the emergency order which is not corrected within the time specified is hereby declared to be a public nuisance and the public works director is authorized to abate such nuisance summarily by such means as may be available. The cost of such abatement shall be recovered from the owner or person responsible or both in the manner provided by law. (Ord. 870 § 1, 2001).

12.17.014 Review by hearing examiner.

A. Notice of Violation (Criminal Penalties). There is no administrative appeal of a notice of violation issued pursuant to GHMC 12.17.006 for vio-

Gig Harbor Municipal Code

lations described in GHMC 12.17.018, which subject the violator to criminal prosecution and/or the imposition of criminal penalties.

B. Notice of Violation (Civil Penalties). Any person significantly affected by or interested in a notice of violation issued by the planning director pursuant to GHMC 12.17.006 for a violation of the codes in this title which subject the violator to civil prosecution may obtain an appeal of the notice by requesting such appeal within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the building official shall forward the request to the office of the hearing examiner, pursuant to Chapter 17.10 GHMC.

C. At or after the appeal hearing, the hearing examiner may:

1. Sustain the notice of violation;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date.

D. The hearing examiner shall issue a decision within 10 days of the date of the completion of the review and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible, and filed with the department of records and elections of Pierce County.

E. The decision of the hearing examiner shall be final, and no further administrative appeal may be filed. In order to appeal the decision of the hearing examiner, a person with standing to appeal must make application for a land use petition under Chapter 36.70C RCW within 21 days of the issuance of the examiner's decision. (Ord. 870 § 1, 2001).

12.17.016 Civil penalty.

A. In addition to any other sanction or remedial procedure which may be available, any person violating or failing to comply with any of the provisions of this chapter or GHMC Titles 12, 13 and/or 14 shall be subject to a cumulative penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section shall be collected by civil action filed by the city attorney, and brought in the name of the city. The public works director shall notify the city attorney in writ-

ing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the public works director, take appropriate action to collect the penalty.

C. The violator may show as full or partial mitigation of liability:

1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or

2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant. (Ord. 870 § 1, 2001).

12.17.018 Criminal penalties.

A. Any person violating or failing to comply with any of the provisions of GHMC Titles 12, 13 and/or 14 and who has had a judgment entered against him or her pursuant to GHMC 12.17.016 or its predecessors within the past five years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding \$5,000 or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance with any of the provisions of GHMC Titles 12, 13 and/or 14 shall constitute a separate offense.

B. The above criminal penalty may also be imposed:

1. For any other violation of GHMC Titles 12, 13 and/or 14 for which corrective action is not possible; and

2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of GHMC Titles 12, 13 and/or 14. (Ord. 870 § 1, 2001).

12.17.020 Additional relief.

The public works director may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of GHMC Titles 12, 13 and/or 14 when civil or criminal penalties are inadequate to effect compliance. (Ord. 870 § 1, 2001).

RESOLUTION NO. 1024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT FOR THE VILLAGE AT HOLLY CIRCLE, LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF HOLLYCROFT STREET AND REID DRIVE NW, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-15-0006.

WHEREAS, on June 17, 2014, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat and conditional use approval for the 10 lot subdivision of land, located on the northwest corner of the intersection of Hollycroft Street and Reid Drive NW, for the purpose of single-family dwelling units; Pierce County Assessor-Treasurer Parcel Number 7580000516; and

WHEREAS, in November of 2014, the applicant began work to install required utilities and construct roads on the property; and

WHEREAS, the applicant has completed the civil construction of the plat; and

WHEREAS, the street name within the plat was approved by the City on July 13, 2015; and

WHEREAS, an application for final plat approval was submitted to the City on September 9, 2015; and

WHEREAS, the application submitted for final plat approval was deemed to be complete on September 9, 2015; and

WHEREAS, the proposed final plat application materials were circulated to the appropriate departments of the City for review; and

WHEREAS, the City requested revisions on October 27, 2015 to the final plat drawing; and

WHEREAS, the applicant submitted the requested revisions on December 1, 2015; and

WHEREAS, the City requested revisions to the final plat drawing on December 30, 2015; and

WHEREAS, the applicant submitted the requested revisions on January 4, 2016 and January 7, 2016; and

WHEREAS, the final drawings of the proposed final plat and requested documents were circulated to the appropriate departments of the City and recommendations for approval were obtained; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of January 25, 2016; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, The Village at Holly Circle Final Plat, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval; and
2. Conforms to all terms of the preliminary plat approval; and
3. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Approval; Conditions

The City Council hereby approves The Village at Holly Circle Final Plat, File No. PL-FPLAT-15-0006, subject to the following conditions:

1. The Declaration of Protective Covenants, Conditions, Easements and Restrictions for The Village at Holly Circle shall be recorded with the County Auditor prior to the recording of the final plat.

Section 3. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 4. The City shall record the final plat with the County Auditor, at the expense of the applicant, after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full.

RESOLVED this 25th day of January, 2016.

APPROVED:



JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:



MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: 

Angela G. Summerfield

FILED WITH THE CITY CLERK: 01/19/16
PASSED BY THE CITY COUNCIL: 01/25/16
RESOLUTION NO. 1024

THE VILLAGE AT HOLLY CIRCLE

SHEET 2 OF 3

A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST
OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

PLAT NOTES

- PERIMETER BUFFER LANDSCAPING MAY NOT BE MODIFIED WITHOUT THE APPROVAL OF THE CITY OF GIG HARBOR. ALL VEGETATION WITHIN THE PERIMETER BUFFER IS TO BE RETAINED. IRRIGATION, LANDSCAPING AND MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- WARNING:** CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT.
- INCREASED STORM WATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED / DETAINED ON SITE.
- WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.
- STORM WATER FOR RUNOFF FROM BUILDINGS SHALL BE RETAINED ON EACH INDIVIDUAL LOT, WITH NO DISCHARGE ALLOWED TO THE RIGHT-OF-WAY, ADJACENT PARCELS OR TO LOT 101 BIO-RETENTION FACILITY TRACT. INDIVIDUAL LOT STORM WATER INFILTRATION SYSTEM DESIGN SHALL BE SUBMITTED WITH EACH INDIVIDUAL BUILDING PERMIT APPLICATION.
- THIS PLAT IS SUBJECT TO STORM WATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201503270073.
- STORM WATER / DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT.
- ALL RUNOFF FROM IMPERVIOUS SURFACES, ROOF DRAINS, AND YARD DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.
- A LANDSCAPE PLAN SHALL ACCOMPANY EACH INDIVIDUAL LOT AT THE TIME OF BUILDING PERMIT SUBMITTAL TO INCLUDE THAT SIGNAGE SHALL BE PLACED ON EACH LOT STATING "25' VEGETATIVE BUFFER LINE"
- AN ASSOCIATION OF OWNERS SHALL BE FORMED AND CONTINUED FOR THE PURPOSE OF MAINTAINING THE LANDSCAPE AND BUFFER AREAS. THE ASSOCIATION SHALL BE CREATED AS AN ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE OF WASHINGTON AND SHALL ADOPT AND PURPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THE LANDSCAPE AND BUFFER AREAS THAT IS ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUED CARE OF THE SPACE. NO LANDSCAPE AND BUFFER AREAS MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF THE LANDSCAPE AND BUFFER AREAS AREA AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "THE VILLAGE AT HOLLY CIRCLE" AS RECORDED UNDER AFN _____

EASEMENT PROVISIONS

- ALL LOTS AND TRACTS:
AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO ANY POWER COMPANY, ANY GAS COMPANY, ANY TELEPHONE COMPANY, ANY TELEVISION CABLE COMPANY, ANY WATER COMPANY, ANY CITY, PIERCE COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING BUT NOT LIMITED TO PRIVATE ROOF DRAIN CONNECTIONS), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREET(S), IF ANY, AND EXTERIOR FIVE (5) FEET OF ALL LOTS AND TRACTS WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S) IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWER, STORM DRAINAGE, ELECTRIC, GAS, TELEPHONE, WATER AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

ALL PERMANENT UTILITY SERVICES SHALL BE PROVIDED BY UNDERGROUND SERVICE EXCLUSIVELY.

AFTER COMPLETION OF ANY ALLOWED ACTIVITY WITH THE ABOVE MENTIONED EASEMENT, THE GROUND SURFACE WILL BE RESTORED TO THE CONDITION WHICH EXISTED BEFORE THE ALLOWED ACTIVITY TOOK PLACE.
- LOT 1:
A 15 FOOT WIDE EASEMENT ACROSS THE SOUTHWEST CORNER OF LOT 1 AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION, INSPECTION, MAINTENANCE, IMPROVEMENT AND REPAIR OF SANITARY SEWER LINE IS HEREBY RESERVED AND GRANTED TO THE CITY OF GIG HARBOR.
- LOT 1:
A SANITARY SEWER AND STORM EASEMENT AREA AS SHOWN HEREON ACROSS THE SOUTHEAST CORNER OF LOT 1 FOR THE PURPOSE OF INSTALLATION, INSPECTION, MAINTENANCE, IMPROVEMENT AND REPAIR OF LIFT STATION #7, ASSOCIATED APPURTENANCES, AND STORM PIPES IS HEREBY RESERVED AND GRANTED TO THE CITY OF GIG HARBOR.
- ALL LOTS AND TRACTS:
PERIMETER BUFFER AND EASEMENT AREAS SHOWN HEREON INCLUDE REQUIRED LANDSCAPING INTENDED TO SCREEN AND SEPARATE THE DEVELOPMENT FROM ADJACENT USES PURSUANT TO GHMC 17.78.060B. ALL PERIMETER BUFFER AND EASEMENT AREAS AREA HEREBY RESERVED AND GRANTED TO THE HOME OWNERS ASSOCIATION.

TRACT NOTES

TRACT 101 - PRIVATE BIORETENTION FACILITY TRACT, ALL LOT OWNERS WILL HAVE A 1/10TH UNDIVIDED INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS CONTAINED THEREIN. ALL LOTS IN THE PLAT OF THE VILLAGE AT HOLLY CIRCLE AND IN ANY FUTURE PHASES WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN TRACT 101.

TITLE REPORT EXCEPTIONS

(PER STEWART TITLE GUARANTY COMPANY ORDER NUMBER 01149-1698, FIFTH REPORT, DATED NOVEMBER 20, 2015)

EXCEPTION NUMBER

- 1 THROUGH 14 NOT A SURVEY MATTER
- 15 EASEMENT AND THE TERMS AND CONDITIONS THEREOF FOR PURPOSE OF VIEW EASEMENT RECORDED OCTOBER 3, 2003 UNDER AFN 200310031682 AND 200310031683. DESCRIPTION CONTAINED THEREIN IS BLANKET IN NATURE AND NOT SHOWN HEREON.
- 16 AND 17 NOT A SURVEY MATTER.
- 18 AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN AND THE TERMS AND CONDITIONS THEREOF BY AND BETWEEN THE CITY OF GIG HARBOR, A WASHINGTON MUNICIPAL CORPORATION AND HDC HOLLY CIRCLE LLC, A CORPORATION AS RECORDED MARCH 27, 2015 UNDER AFN 201503270073. - NOT A SURVEY MATTER.
- 19 EASEMENT AND THE TERMS AND CONDITIONS THEREOF AS DISCLOSED BY INSTRUMENT RECORDED MARCH 31, 2015 UNDER AFN 201503310554 FOR THE PURPOSE OF PERPETUAL RIGHT OF WAY AND EASEMENT. EASEMENT IS SHOWN HEREON.
- 20 EASEMENT AND THE TERMS AND CONDITIONS THEREOF AS DISCLOSED BY INSTRUMENT RECORDED APRIL 24, 2015 UNDER AFN 201504240783 FOR THE PURPOSE OF TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, IMPROVE, REMOVE, UPGRADE AND EXTEND ONE OR MORE UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS. THE LOCATION OF WHICH CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND NOT SHOWN HEREON.

NORTH 1/4 CORNER
SEC. 17-21-2E
FD BRASS CAP
VISITED 05-2008

SOUNDVIEW DR

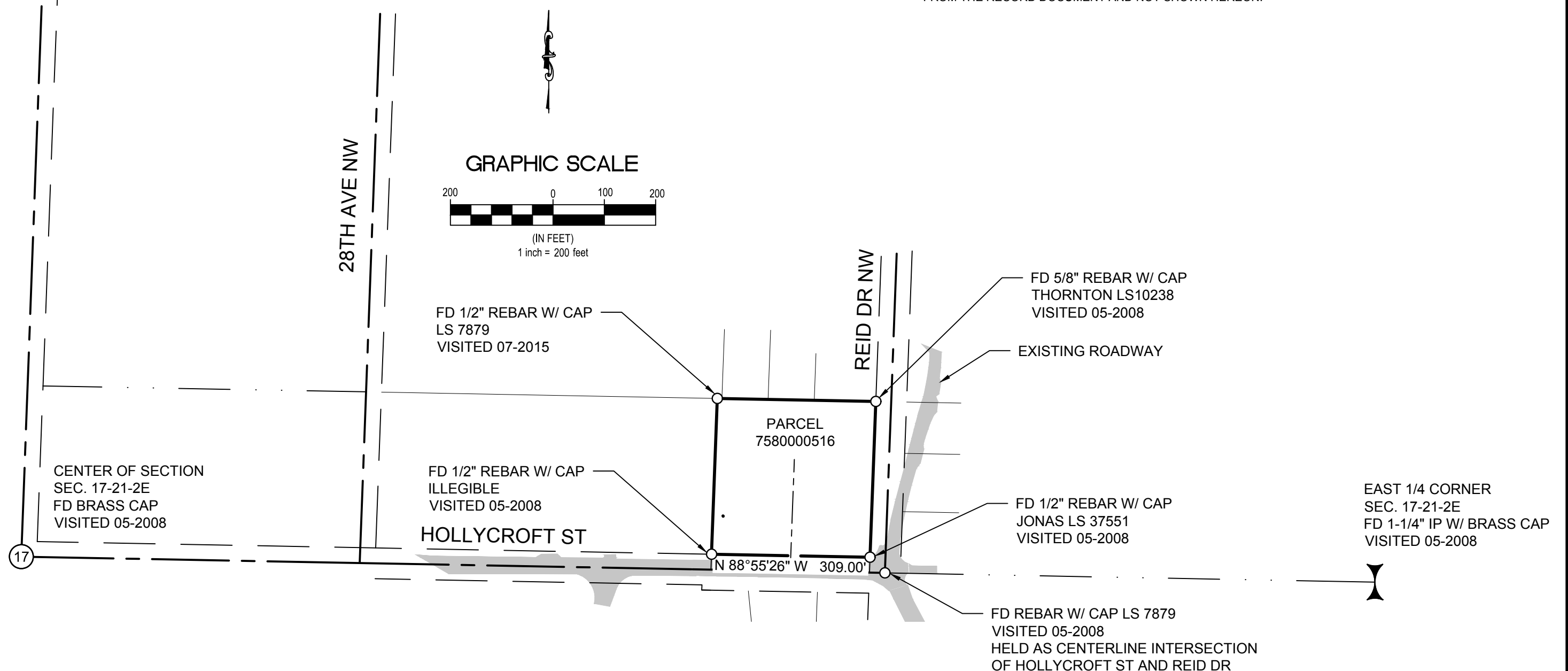
SURVEY NOTES

SURVEY PERFORMED WITH A 3" TOTAL STATION USING TRAVERSE AND RADIAL METHODS. SURVEY MEETS OR EXCEEDS ACCURACY REQUIREMENTS CONTAINED IN WAC 332.130.090.

ALL MONUMENTS SHOWN WERE LOCATED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.

THIS SURVEY WAS PERFORMED BETWEEN MAY OF 2008 AND MARCH OF 2015 AND IS INDICATIVE OF CONDITIONS EXISTING AT THAT TIME.

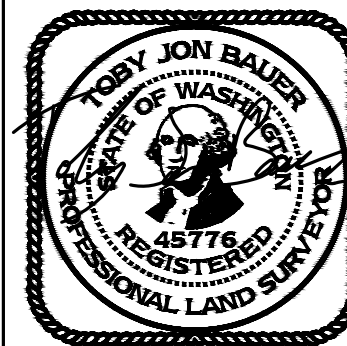
BASIS OF BEARING FOR THIS SURVEY IS NORTH 88°55'26" WEST BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.



SHEET 2 OF 3

LEGEND

- SECTION MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- (M) MEASURED
- (SP) PER SHORT PLAT 80-297



WSE WestSound Engineering, Inc

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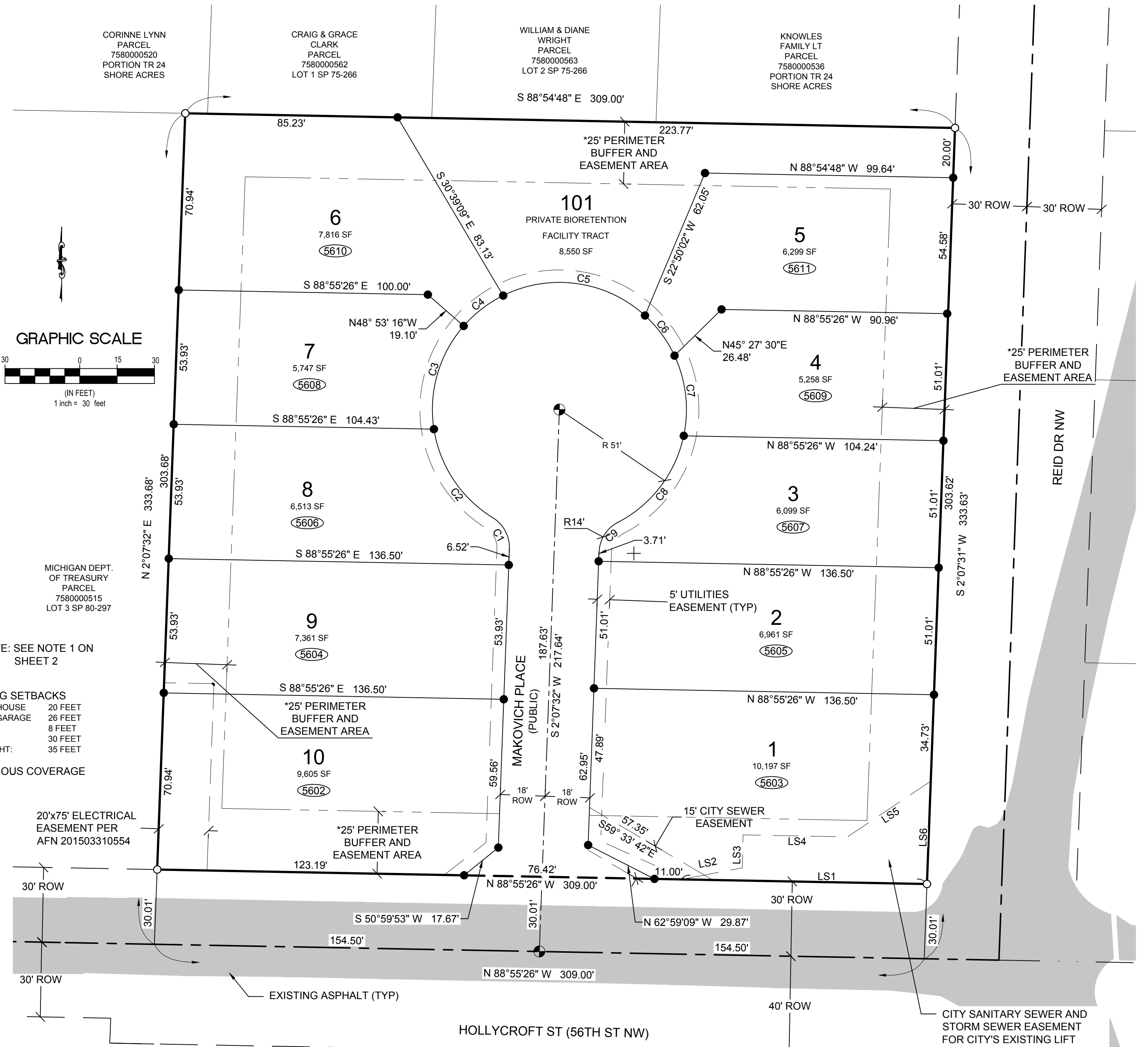
DATE:	Jan. 4, 2016	FIELD BOOK:	16 & 25	DRAWN:	TJB
JOB NO:	1281	SCALE:	NTS	CHECKED:	TJB

INDEX:
SE 1/4, NE 1/4, SEC. 17, T 21 N, R 2 E, W.M.

THE VILLAGE AT HOLLY CIRCLE

SHEET 3 OF 3

A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST
OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



* NOTE: SEE NOTE 1 ON SHEET 2

BUILDING SETBACKS
FRONT: HOUSE 20 FEET
GARAGE 26 FEET
SIDE: 8 FEET
REAR: 30 FEET
MAX HEIGHT: 35 FEET

IMPERVIOUS COVERAGE
MAX 60 %

20'x75' ELECTRICAL EASEMENT PER AFN 201503310554

Curve Table			
Curve #	Length	Radius	Delta
C1	14.78'	14.00'	60°30'27"
C2	44.05'	51.00'	49°29'22"
C3	44.51'	51.00'	50°00'18"
C4	20.13'	51.00'	22°36'56"
C5	61.05'	51.00'	68°35'11"
C6	20.13'	51.00'	22°36'56"
C7	32.93'	51.00'	37°00'03"
C8	45.13'	51.00'	50°42'11"
C9	14.78'	14.00'	60°30'27"

LINE TABLE		
LINE NO.	BEARING	DISTANCE
LS1	N 88°55'26" W	98.40'
LS2	N 79°08'09" E	24.76'
LS3	N 01°04'34" E	13.19'
LS4	S 88°55'26" E	41.91'
LS5	N 56°15'24" E	40.22'
LS6	S 02°07'31" W	41.29'

LEGEND

- SET ROAD MONUMENT PRIOR TO THE RECORDING OF THIS PLAT
- FOUND MONUMENT AS NOTED ON SHEET 2
- SET REBAR WITH CAP "BAUER LS45776" PRIOR TO RECORDING OF THIS PLAT

56XX LOT ADDRESS

SHEET 3 OF 3



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