

# **Gig Harbor City Council Meeting**

**March 12, 2012  
5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, March 12, 2012 – 5:30 p.m.**

**CALL TO ORDER:**

**FLAG CEREMONY:** Girls Scout Cadet Troop 40088 and Junior Troop 40817.

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of Feb. 27, 2012.
2. Correspondence / Proclamations: a) Girls Scouts 100th Anniversary Proclamation.
3. Liquor License Action: a) Added Privilege – Harbor Greens; b) Special Occasion – St. Nicholas Catholic School; c) Special Occasion – Kiwanis; d) Added Privilege – Target; e) Application – Hy-lu-Hee-Hee.
4. Receive and File: a) Commute Trip Reduction Program Approved.
5. Third Reading of Ordinance 1231 – Downtown Parking Amendments.
6. Second Reading of Ordinance 1232 – Amendments to Parks Commission.
7. Second Reading of Ordinance 1233 - Adding Schools and Churches in the B-2 Zoning District.
8. Department of Ecology Municipal Stormwater Capacity Grant Amendment.
9. Wilkinson Farm Park Trail System Permitting – Contract Award.
10. Wilkinson Farmhouse Asbestos Abatement – Contract Award.
11. Wilkinson Farmhouse Electrical Repairs – Contract Award.
12. Eddon Boat Property – Long Term Monitoring Plan Implementation (Year 4) /Consultant Services Contract.
13. Austin Estuary Restoration Project – Construction Contract Award.
14. Point Fosdick / 56th Street Project Agreement with WWR Properties.
15. Approval of Payment of Bills Feb. 27, 2012: Checks #69138 through #69266 in the amount of \$511,978.63.
16. Approval of Payroll for February: Checks \$6435 through #6454 and direct deposit transactions in the total amount of \$316,542.87.

**PRESENTATIONS:**

1. 100th Anniversary of the Girl Scouts of America Proclamation – Cadet Scout Carly Carter.

**OLD BUSINESS:**

**NEW BUSINESS:**

1. First Reading of Ordinance – Utility Extensions in UGA.
2. Public Hearing and First Reading -Extension of Interim Regulations re: Medical Cannabis Collective Gardens.
3. Public Hearing and First Reading of Ordinance – Extension of Interim Regulations Adopting FEMA Option #3 – Demonstration of Compliance – Endangered Species Act.
4. First Reading of Ordinance – Prohibiting Parking in Fire Lanes.

**STAFF REPORT:**

City Administrator Transition.

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations Committee: Wed. Mar 14th at 3:00 p.m.
2. Finance / Safety Committee: Mon. Mar 19th at 4:00 p.m.
3. Downtown Planning and Vision Committee: Wed. Mar 21st at 3:00 p.m.
4. Boards and Candidate Review Committee: Mon. Mar 26th at 4:30 p.m.

**ADJOURN:**

**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – February 27, 2012**

**PRESENT:** Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 5:30 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of Feb. 13, 2012.
2. Correspondence / Proclamations: a) Pierce County Reads.
3. Liquor License Action: a) Renewals: Costco, Water to Wine, Eagles, Gig Harbor Chevron, Gig Harbor 76, Il Lucano, Tokyo Teriyaki, Gateway to India, Tides Tavern, and Greenhouse Restaurant; b) Added Privilege – Albertsons.
4. Receive and File: a) Gig Harbor Historic Waterfront Association 4th Quarter Progress Report; b) Minutes from Operations & Public Projects Committee, February 16, 2012.
5. Resolution – Surplus Equipment, IT Department.
6. Resolution – Rejecting Bid for Austin Estuary Park and Roadway Improvements.
7. Professional Services Agreement with Pierce County / Data Clipping and Download.
8. Interlocal Agreement – West Sound Stormwater Outreach Group.
9. Maritime Pier (People's Dock) Parking Project – Closeout Change Order #2/RV Associates, Inc.
10. Approval of Payment of Bills Feb. 27, 2012: Checks #69034 through #69137 in the amount of \$484,393.70.

**MOTION:** Move to adopt the Consent Agenda as presented.  
Ekberg / Malich – unanimously approved.

**PRESENTATIONS:**

Proclamation: Pierce County Reads – Ms. Kathleen Wolf, Branch Manager Peninsula Library, thanked the Mayor for the proclamation and reported that this year's choice of book is *Hotel on the Corner of Bitter and Sweet*. She invited the public to meet the author at Clover Park on April 13th. She left several copies of the book for Council and staff to share.

**OLD BUSINESS:**

1. Reconsideration of Naming of the Pier. Mayor Hunter gave a brief introduction and explained that there would be no public testimony accepted on this agenda item.

City Attorney Angela Belbeck explained that if Council wishes to revisit the decision to name the pier made at the last meeting, a motion to rescind would be required. She would then share a possible process to choose a name.

**MOTION:** Move to rescind the motion made at the last meeting on the naming of the pier.  
**Malich / Guernsey** – six voted yes. Councilmember Young voted no.

Ms. Belbeck then recommended using a nomination process tailored to name the pier and asked for a motion to use this method. She described the process.

**MOTION:** Move to use the nomination process to name the pier.  
**Ekberg / Perrow** – unanimously approved.

Councilmember Ekberg nominated the name “Maritime Pier.”

Councilmember Malich nominated the name “Fisherman’s Pier.”

Councilmember Young nominated the name “Peoples’ Dock.”

Councilmember Payne said he had no strong feelings on any of the names, citing “Peoples’ Dock” as historically correct. He talked about the public backlash he received for suggesting that name. Councilmember Ekberg voiced support of “Maritime Pier” as it is all inclusive. Councilmember Kadzik said he prefers “Peoples’ Dock” but will support “Maritime Pier.”

Rosemary Ross stood up and interrupted the process by saying the name should be “Makovich Dock” in recognition of the contributions made to the history of the fisherman by Lee Makovich.

Councilmember Malich said he didn’t feel that Council had followed process; Council directed the Parks Commission to gather public input and then to make a recommendation to Council. They recommended “Fisherman’s Dock” which celebrates the early history. He added that the fishermen are making a donation and should be given naming rights.

Parks Commission Chair Nick Tarabochia offered to give information on their process if needed.

A vote was taken on the first nomination, Maritime Pier.

Roll call vote: Ekberg – yes; Young – no; Guernsey- yes; Perrow – yes; Malich – no; Payne – yes; and Kadzik – yes.

Ms. Belbeck announced that because the Maritime Pier received five votes, there was no need to go any further in the nomination process.

2. Second Reading of Ordinance – Downtown Parking Amendments. Senior Planner Jennifer Kester introduced the ordinance and the amendment made at Council direction to remove reference to Waterfront Millville from 17.72.075. Ms. Kester then asked if Council wished to include the two recommendations from the Planning Commission to 1) incorporate changes in the Shoreline Master Program to allow marinas to lease parking stalls; and 2) to expand the provisions of 17.72.075 to the entire city.

Councilmember Guernsey said she has received several comments on the possible spillover of parking into the residential neighborhoods as well the need to support the local businesses all along Harborview. In response, she drafted language hoping to address these concerns. She

presented the recommended amendments to include WM in the proposed changes, but limit it to changes from one non-residential use to another allowed non-residential use.

Councilmember Kadzik said that at the last meeting he thought the vote was to remove Waterfront Millville from 17.72.060 as well as 17.72.075 to prevent the overdevelopment of marinas. Councilmember Ekberg said that he thought that was the intent as well.

Councilmember Payne addressed the overdevelopment concern, saying that the Waterfront Millville zone is already very restricted. He asked for clarification on what could happen if WM was to be included in the parking amendments.

Ms. Kester responded that the building size is already limited by code. Joint use parking could result in both day use and evening use buildings sharing parking stalls, she added. The lot would then be full most of the time.

Councilmember Malich asked for clarification of the RB zoning. Ms. Kester described it as a transition zone, and then explained that joint use parking would only be allowed within a single zone.

John Moist – 3323 Harborview Drive. Mr. Moist spoke in favor of reinstating Waterfront Millville in the ordinance. He stressed that nobody is advocating changes to Millville that would affect the resident's quality of life. He said that the proposed changes will heal many injustices and proposed the following amendments: 1) existing single family dwellings cannot change use without meeting the new use parking requirements to include homes built after January 1, 2012; and 2) only existing non-residential building to include homes currently converted to office buildings can change use and take advantage of the new parking regulations, including buildings built after January 1, 2012 which have held a Certificate of Occupancy for a minimum of three years.

Dave Morris – 2809 Harborview Drive. Mr. Morris said he sent a memo opposing the removal of Waterfront Millville. He explained that consistency in zoning, as long as it doesn't unreasonable harm the residential environment, is good planning and good code enforcement. Councilmember Guernsey's proposal accomplishes this, he said.

Jamie Radcliffe – 3313 Harborview Drive. Ms. Radcliffe said that as a business owner in Waterfront Millville she agreed with John Moist, adding that she feels businesses in this zone have been discriminated against. She said that these changes wouldn't negatively affect the neighborhood, citing recent changes in the hours of operation and to allow beer and wine. She said it's hard enough for the businesses in Millville to survive.

Debbie Ross – 8820 Franklin Avenue. As an owner of property in Waterfront Millville, Ms. Ross spoke in favor of the changes proposed by Councilmember Guernsey. She cited the historical marker display located on the corner of Dorotich and Harborview that speaks to the mix of business and residential that has existed there for over 100 years. Ms. Ross explained that by removing Waterfront Millville from the amendment it would add even more restrictions and would further challenge business owners in that zone; what is considered an economic

necessity for other downtown commercial buildings should be the same for WM commercial buildings, and would allow Gig Harbor to continue to grow into a vibrant city.

Maurice Kiely – 3311 Harborview Drive. Mr. Kiely, co-owner of the Harbor Peddler, said he and his wife support the inclusion of Millville in the new parking resolutions, adding that they would like the opportunity to change their business model if so needed. To be excluded would deny them this opportunity, he explained.

John Alscog – 2333 Harborview Drive. Mr. Alscog said that he understands and supports historical preservation, but this is a matter of fairness and consistency. This new proposal is a good idea and will help maintain property values in Waterfront Millville. Downtown needs a steadier business model and consistent regulations, he explained, without duly restricting businesses and preventing new business from locating here.

Bill Fogerty read a letter from Kit Kuhn, who couldn't be present. In his letter Mr. Kuhn thanked Council for the new parking regulations, but voiced surprise at hearing that Waterfront Millville had been removed, which he said would divide the downtown. He stressed that downtown retail is dead, and business owners in Millville have invested heavily in reviving the downtown core. He asked that Council pass the amendments with the inclusion of Millville and work to create a unified downtown core.

Bruce Gair – 9301 Harborview Drive. Mr. Gair, a 21 year resident and business owner in Gig Harbor, first explained that he is a protagonist of the 2-hour parking regulations downtown. He said that he and his wife Linda have recruited many people to come here because of their love of the mixture, excitement, and the diverse people. He described the charm of the harbor and asked Council not to shut the gates of Millville; business owners are here because they want to be, and they want to be accepted.

Councilmember Young explained that the language proposed by Councilmember Guernsey addresses his concerns. He then stressed there is a difference between Waterfront Millville and downtown which is why it has more restrictive regulations. He also pointed out that this isn't a new restriction, but an exemption that is critical for the survival of the downtown. He said he hopes there will be additional consideration for changes that would include shared daytime and nighttime use, explaining that this has always been restricted to the most intense zones.

**MOTION:** Move to adopt Ordinance No. 1231.  
**Young / Payne –**

**AMENDMENT TO MOTION:** Move to amend the motion with the proposed changes to Section 17.72.075 that have been presented tonight; and direct staff to revise the ordinance to include the amendments as approved with appropriate revisions to the WHEREAS clauses, and to bring back for final approval and adoption on consent at the next council meeting.  
**Guernsey / Payne -**

Councilmember Ekberg thanked Councilmember Guernsey for the proposal and explained that his reason for not including Millville was because he thought the intent was to focus on the downtown core area first to find out how the parking changes work before expanding to other areas. He then said that this amendment is moving in the right direction.

Councilmember Guernsey clarified that the intent is to add Waterfront Millville back in the ordinance with the proposed amendments. Jennifer Kester added that staff reviewed the language feels it is appropriate.

Councilmember Payne said that the Planning Commission did an exceptional job in the process that led to these recommended changes, and voiced his appreciation for the amendment from Councilmember Guernsey. He explained that it has to be something compelling for him to overturn a recommendation from the Planning Commission that went through such a thorough process. He apologized for his vote for excluding Waterfront Millville at the last meeting, saying that after consideration of any worst case scenario that inclusion could cause, he now favors this amendment.

**AMENDMENT TO MOTION:** Move to amend the motion as shown in the enclosed ordinance with the proposed changes to Section 17.72.075 that have been presented tonight; and direct staff to revise the ordinance to include the amendments as approved with appropriate revisions to the WHEREAS clauses, and to bring it back for final approval and adoption on consent at the next council meeting.  
**Guernsey / Payne** – five voted in favor. Councilmembers Ekberg and Malich voted no.

Councilmember Kadzik said he thinks this is a fine compromise for Section 17.72.075. He said that he still has concerns that shared parking provisions in Waterfront Millville would encourage development and that Millville would end up like LaConner where you don't even realize you are walking along the waterfront because of the close proximity of the buildings. He said that he would still like to see Waterfront Millville removed from Section 17.72.060 of the ordinance.

**AMENDMENT TO MOTION:** Move to pull Waterfront Millville from 17.72.060.  
Kadzik / Malich –

Councilmember Young asked for further clarification on whether marina parking could be used for a new building. Ms. Kester responded that in the updated Shoreline Master Program there are numerous restrictions to the waterfront zones and so the Planning Commission recommended allowing marinas to have dual use of parking stalls in recognition of the additional burden being placed upon them due to increased setbacks.

**AMENDMENT TO MOTION:** Move to pull Waterfront Millville from 17.72.060.  
Kadzik / Malich –

Roll call vote: Ekberg – yes; Young – no; Guernsey – yes; Perrow – yes; Malich – yes; Payne – no; and Kadzik – yes. The motion to remove Waterfront Millville from 17.72.060 passed five to two.

Councilmember Malich asked for clarification on several types of properties in the WM area. Ms. Kester clarified that over-water structures such as a netshed are very limited on uses under the SMP. She also responded that Council has control on the terms for the lease the Eddon Boat Building, and office to retail use wouldn't generate additional parking.

Councilmember Payne asked if exclusion of Waterfront Millville will end development on any marina parking lot within Waterfront Millville. Ms. Kester said it would make it more difficult, but they could use the variance process. She said that allowing joint use of a parking lot would provide more development potential under a more restrictive Shoreline Master Program.

**MAIN MOTION:** Move to amend the ordinance with the proposed changes to Section 17.72.075 that have been presented tonight; and direct staff to revise the ordinance to include the amendments as approved with appropriate revisions to the WHEREAS clauses, and to bring back for final approval and adoption on consent at the next council meeting; and to remove Waterfront Millville from 17.72.060.  
Young / Payne – six voted yes. Councilmember Payne voted no.

**NEW BUSINESS:**

1. Public Hearing on the 2012 Comprehensive Plan Amendment Docket. Senior Planner Jennifer Kester presented the information on two proposed amendments to the Comprehensive Plan. The first is a proposed land use map amendment submitted by Kathy Glaser to change the designation of a 13,000 square foot parcel located at 3513 Grandview Street from Residential Low to Residential Medium. The second amendment is a city-sponsored text amendment to update the Transportation Element to include additional policies to encourage and enhance pedestrian and vehicular connections in the downtown area.

Mayor Hunter opened the public hearing at 6:53 p.m.

Eva Hill – 2020 Squak Mountain Loop, Issaquah. Ms. Hill, advocate for Ms. Glaser, spoke in favor of the proposal to change the parcel on Grandview from RL to RM, explaining that the owner is an accountant that would like to utilize the property as a small business. She said that the property is adjacent to the Uddenberg Building and across from the Civic Center; both higher intensity uses. She said the change would fit well into the community and encouraged Council to allow this proposed amendment to go to the Planning Commission to process. She quoted points from the existing Comprehensive Plan to support their position and answered Councilmember Malich's questions.

Kathy Glaser – 3513 Grandview. Ms. Glaser explained that the major problem with the current zoning is that she can't put a sign out front advertising her accounting business. She stressed that the property would be used the same; with one client coming at a time. She said that the objective is to earn more revenue and make upgrades.



Jim Pasin – 3212 50th St. Ct. Mr. Pasin spoke in opposition to any proposal to begin rezoning Grandview, adding that it will continue to creep down the street. He asked Council to remember that there are residents on the downside that will be affected. He commented that the Civic Center was designed with a large buffer to protect the neighbors and asked that we honor that.

There were no further comments and the public hearing closed at 7:06 p.m.

Council discussed home occupations, considering the neighborhood as a whole for the possibility of another transition designation, the concern of how this could affect adjacent neighbors, and how there was concern that the transition zone would “creep” into adjacent parcels when the Uddenberg parcel came to Council for a rezone. The comment was made that there have not been any changes to the area that would warrant the need for a Comprehensive Plan amendment.

**MOTION:** Move to forward PL-COMP-12-0002: Transportation Element application to the Planning Commission for further processing.  
**Ekberg / Guernsey – unanimously approved.**

2. Public Hearing and First Reading of Ordinance Adding Schools and Churches in the B-2 Zoning District. Planning Director Tom Dolan introduced this proposed zoning code text amendment to allow schools and churches as conditional uses in the General Business (B-2) zone initiated by Council at the January 9, 2012 meeting.

Mayor Hunter opened the public hearing at 7:20 p.m.

Greg May – 10508 Powell Road NW. Mr. May, representing One Hope Church, explained that they currently meet at Gig Harbor High School but due to a Supreme Court decision, they may no longer be able to use the school. He said that they cannot afford to build so leasing space is an option, but in searching for a new place they have found that the current code was prohibitive. He encouraged Council to adopt the amendment.

Jim Pasin – 3212 50th St. Ct. Mr. Pasin commented that this is an issue for both schools and churches that should have been addressed before. He explained that he has been approached by both, but even though there was space available neither are currently allowed in his B-2 zone. Mr. Pasin said that the City Attorney agrees that these uses shouldn't be restricted and asked that this move forward.

Terry Bouck – Peninsula School District. Mr. Bouck thanked the staff for assisting in this change, and the city for sponsoring the amendment. He said that Peninsula School District prides itself on having schools for all students, explaining that they are looking for a facility for a unique program to allow around 22 students to acquire life skills.

Mayor Hunter closed the public hearing at 7:30 p.m. and said this will be back at the next meeting.

3. Resolution – Dogwood Plat Amendment to the Wastewater Comprehensive Plan. Senior Engineer Jeff Langhelm presented the background information to revise the sewer collection basin boundaries so that the entire Dogwood Plat would reside in Basin #14.

**MOTION:** Move to adopt Resolution No. 895 as presented.  
**Young / Payne** – unanimously approved.

4. First Reading of Ordinance – Amendments to Parks Commission. City Administrator Rob Karlinsey presented the background for these requested amendments to the Parks Commission. This will return at the next meeting on the Consent Agenda as directed by Council.

**STAFF REPORT:**

1. Hospital Benefit Zone (HBZ) 30-year Project List and 5-year Project Schedule. Rob Karlinsey presented this recommendation to add the SR302 corridor study to the HBZ 30-year Project List to address congestion that affects the BB16 Interchange and to amend the 5-year schedule to move the Sehmel Right Turn Land and the BB16 Roundabout Meter Design up one year. If these recommendations are approved, the amended HBZ 30-year project list will be forwarded to the County and then the State for concurrence. He said that the 2012 Street Capital Budget will require an amendment to include the Meter Design and Right Turn Lane. He answered questions, and said that this will come back for a formal public hearing and ordinance for Council review.

2. Tacoma Narrows Advisory Committee – Council Representative. Mr. Karlinsey announced that Council would need to appoint a new representative to the Tacoma Narrows Advisory Committee, which meets once a quarter. Councilmember Ken Malich offered to serve on the committee.

Mr. Karlinsey then announced a cougar sighting on the Westside. He said that the Police was not called out as it is the jurisdiction of the Department of Fish and Wildlife. Councilmember Payne commented that the school district sent out a notice to the parents.

**PUBLIC COMMENT:**

Mayor Hunter commented that during the Public Comment portion of the agenda, it's not Council's job to solve the public's problems; just to take the comments under advisement. He suggested that if this needs further discussion it could occur at the Council Retreat in May.

**MAYOR'S REPORT / COUNCIL COMMENTS:**

1. Downtown Planning Council Committee. Councilmember Guernsey announced that the first meeting has been scheduled for March 21st at 3:00 p.m.

Councilmember Young reported that the House Ways and Means Committee came out with their budget. He voiced concern at the new taxing authority because it's based upon per capita population, and Gig Harbor always gets shorted. He said he is hoping to send a letter to Senator Kilmer asking that they instead go with the traditional model of using Point of Sale for the tax.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Intergovernmental Affairs Committee: Mon. March 12th at 4:00 p.m.

**EXECUTIVE SESSION:** For the purpose of discussing guild negotiations per RCW 42.30.140(4)(a).

**MOTION:** Move to adjourn to Executive Session at 7:54 p.m. for approximately 25 minutes for the purpose of discussing guild negotiations per RCW 42.30.140(4)(a).  
**Payne / Kadzik** – unanimously approved.

**MOTION:** Move to return to regular session at 8:15 p.m.  
**Kadzik / Payne** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:15 p.m.  
**Kadzik / Payne** – unanimously approved.

CD recorder utilized: Tracks 1002 – 1036

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Chuck Hunter, Mayor

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Molly Towslee, City Clerk

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, March 12, 2012, marks the 100<sup>th</sup> anniversary of the Girl Scouts of the United States of America, which began in 1912 when Savannah, GA native Juliette "Daisy" Gordon Low gathered 18 girls to provide them the opportunity to develop physically, mentally, and spiritually; and,

**WHEREAS**, for 100 years, Girl Scouting has helped build millions of girls and women of courage, confidence, and character who act to make the world a better place; and,

**WHEREAS**, today, more than 50 million American women are Girl Scout alumnae, 3.3 million girls and adult volunteers are active members, and Girl Scouts is the largest member of the World Association of Girl Guides and Girl Scouts, a global movement comprised of more than 10 million girls in 145 countries worldwide, and 269 girls from Gig Harbor and 98 dedicated adult volunteers are proud to be a part of the Girl Scout tradition in our community; and,

**WHEREAS**, the award winning Girl Scout Leadership Program helps girls discover themselves and their values, connect with others, and take action to make the world a better place; and,

**WHEREAS**, core programs around Science, Technology, Engineering and Math (STEM), environmental stewardship, healthy living, financial literacy, and global citizenship help girls develop a solid foundation in leadership; and,

**WHEREAS**, and the Girl Scout Gold Award is the highest honor in Girl Scouting and our community has 4 Gold Award recipients. The Gold Award projects completed by these girls have provided new educational opportunities and improved the daily lives of our local high school students. The new skills developed by the students have benefited the local community through the work and donations provided to charitable causes in the Gig Harbor area. Our Silver and Bronze Awards recognize achievements in service as well, our community has 44 Silver and Bronze Awards and their projects have benefited the less fortunate in our local community and third world countries abroad; and

**WHEREAS**, as part of the 100<sup>th</sup> Anniversary celebration, girls and adults from Girl Scouts of Western Washington are pledging to live *Forever Green* participating in monthly challenges to explore their impact on the environment and learning ways to lessen their footprint; and,

**WHEREAS**, through the dedication, time, and talent of volunteers of different backgrounds, abilities, and areas of expertise, our community has made and provided 500 blankets donated to St. Anthony's hospital, planted over 500 trees in Sehmel Homestead Park, volunteered on a bi-monthly basis to collect food at Safeway to support Gig Harbor FISH, made and donated items for victims of the earthquake in Haiti; and

**WHEREAS**, Girl Scouts is committed to assuring that all girls can participate in Girl Scouts regardless of their financial circumstances and continues to evolve to address the changing societal challenges faced by our community through innovative programs such as Girl Scouts Fostering a Future which reaches girls living in foster or kinship care; Girl Scouts Beyond Bars which reaches girls whose parents are incarcerated ; Girl Scouts Skills for Life which serves girls who are living in public housing – often recent immigrants or refugees; and Girl Scouting in the School Day which partners with schools to reach girls from low-income schools;

**NOW, THEREFORE**, I, Steven K. Ekberg, by virtue of the authority vested in me as Mayor Pro Tem of the City of Gig Harbor do hereby applaud the Girl Scouts of the United States of America for their 100 years of leadership and expertise as the voice for and of girls, the Girl Scouts of Western Washington for providing the local support for Girl Scouting in our community, and the Girl Scouts of Gig Harbor for their courage, confidence, and character to act to make our world a better place and proudly proclaim 2012 as

### YEAR OF THE GIRL

and invite all citizens of Gig Harbor to join me in celebrating 100 years of Girl Scouting. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12<sup>th</sup> day of March.

\_\_\_\_\_  
Mayor Pro Tem, City of Gig Harbor

\_\_\_\_\_  
Date



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK

DATE: 2/24/12

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-622-580-001-0001
License: 400986 - 1U County: 27
Tradename: HARBOR GREENS
Address: 5225 OLYMPIC DR NW
GIG HARBOR WA 98335-1763

APPLICANTS:
HARBOR GREENS, LLC
TEODORO, SCOTT RICHARD
1978-07-20
TEODORO, ERICA MICHELLE
(Spouse) 1979-03-04
ROY, CHAD MICHAEL
1976-05-25
ROY, EMILY ANN
(Spouse) 1978-10-05

Phone No.: 253-576-1296 SCOTT TEODORO

Privileges Upon Approval:
GROCERY STORE - BEER/WINE
SPIRITS RETAILER

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

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
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

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

TO: MAYOR OF GIG HARBOR  
February 21, 2012

SPECIAL OCCASION # 093696

ST NICHOLAS CATHOLIC SCHOOL  
3555 EDWARDS DRIVE  
GIG HARBOR WA 98335

DATE: APRIL 28, 2012

TIME: 1:00PM TO 12:00 MIDNIGHT

PLACE: GIG HARBOR BOYS & GIRLS CLUB - 8502 SKANSIE AVE, GIG HARBOR

CONTACT: SHANNON AQUINO - 253-380-8007

SPECIAL OCCASION LICENSES

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

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

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

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

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

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

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

TO: MAYOR OF GIG HARBOR

February 27, 2012

SPECIAL OCCASION # 093484

KIWANIS CLUB OF PENINSULA - GIG HARBOR  
PO BOX 1491  
GIG HARBOR WA 98335

DATE: APRIL 28, 2012

TIME: 5 PM TO 11 PM

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

CONTACT: MELANI JOYAL - 253-528-0808

SPECIAL OCCASION LICENSES

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

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

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

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

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

---

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



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 3d

Page 1 of 1

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD

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

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: www.liq.wa.gov

DATE: 3/01/12

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 601-007-793-001-0032

License: 087016 - 1U County: 27

Tradename: TARGET STORE # T-1205

Loc Addr: 11400 51ST AVE NW

GIG HARBOR

WA 98332-7891

Mail Addr: PO BOX 9471 TPN 0910

MINNEAPOLIS

MN 55440-9471

Phone No.: 612-761-1015 CAROLE HELMIN

APPLICANTS:

TARGET CORPORATION

BAER, TIMOTHY R 1960-07-06

JOHNSON, PATRICIA A 1962-09-08

Privileges Upon Approval:

GROCERY STORE - BEER/WINE

SPIRITS RETAILER

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

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
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





NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 3e

Page 1 of 1

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD

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

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/05/12

UBI: 603-182-292-010-001

License: 367497 - 1U County: 27

Tradename: HY-IU-HEE-HEE

Address: 4309 BURNHAM DR

GIG HARBOR

WA 98332-1062

APPLICANTS:

HY-IU-HEE-HEE, INC.

HEIMBIGNER, CAROL SUE

1946-04-13

Phone No.: 253-851-7885 CAROL HEIMBIGNER

Privileges Applied For:

SPIRITS/BR/WN REST LOUNGE +

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

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
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



Pierce County

Public Works and Utilities

2702 South 42nd Street, Suite 201  
Tacoma, Washington 98409-7322  
(253) 798-7250 • Fax (253) 798-2740

Brian J. Ziegler, P.E.  
Director

Brian.Ziegler@co.pierce.wa.us

March 5, 2012

Ms. Molly Towslee  
City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

Re: Commute Trip Reduction Program Annual Report

Dear Ms. Towslee:

Pierce County has evaluated City of Gig Harbor's 2012 Commute Trip Reduction (CTR) Annual Report. This letter constitutes official notification that your organization's CTR Program has been approved.

If you have any questions regarding CTR Program requirements, please call Debbie Germer, CTR Coordinator, at (253) 798-3556. Thank you for your help with this important effort. Pierce County looks forward to assisting you in meeting your performance targets.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary N. Predoehl".

Gary N. Predoehl, P.E., Manager  
Transportation Planning and Programming

GNP:DMG:dg

cc: Jesse T. Hamashima, Transportation Planning Supervisor  
Debbie M.F. Germer, CTR Coordinator  
file





**Subject:** Third Reading of Ordinance –  
Downtown Parking Amendments  
(PL-ZONE-12-0001)

**Proposed Council Action:** Adopt ordinance.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester, Senior Planner *JK*

**For Agenda of:** March 12, 2012

**Exhibits:** Draft Ordinance, Planning Commission  
Recommendation and Meeting Minutes

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** ROK

**Approved as to form by City Atty:** JS

**Approved by Finance Director:** N/A

**Approved by Department Head:** TD 3/6/12

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	N/A
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**INFORMATION / BACKGROUND**

Second Reading of Ordinance on February 27, 2012

At the second reading of the ordinance, the Council made the following amendments to the proposed ordinance:

1. Amended Section 17.75.060 to remove the Waterfront Millville (WM) zoning district from the section.
2. Amended Section 17.75.075 to allow nonresidential conversions (versus residential and nonresidential conversions as was previously considered) without requiring the development of additional parking in the following zones: DB, WC, WM, B-2, C-1, and RB-1.

Information Prior to February 27, 2012

On May 23, 2011, the City Council passed an interim ordinance (ORD 1208) which allowed existing buildings in the Downtown Business District to change use without having to provide additional parking, regardless of the use. This allowed the Council to address some parking issues in the downtown prior to the busy summer season and allow the C-1 retail building size amendment to be reviewed by the Planning Commission earlier than planned.

As part of the interim ordinance, the Council directed the Planning Commission to review the interim amendments in the fall of 2011 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission was required to complete its review, conduct a public hearing, and

forward its recommendation to the Gig Harbor City Council by January 19, 2012. The interim amendments will remain in effect until June 6th.

Furthermore, as part of the review of the interim parking ordinance for DB, the Mayor and Council directed the Planning Commission to look at off-street parking availability regulations in the view basin, primarily commercial zones in the view basin.

In the fall of 2012, the Commission explored changes to the parking regulations for private properties in the downtown commercial areas so that parking regulations are not a barrier to economic development. The Commission sought to balance the need for economic development downtown with the need to maintain the character and quality of life of Gig Harbor and its residents. The Commission hoped to develop regulations which would allow the downtown to continue to grow and evolve while limiting impacts to residents thereby promoting responsible development.

The Planning Commission held work study sessions on October 6<sup>th</sup>, October 20<sup>th</sup>, and November 17<sup>th</sup>, 2011. The Planning Commission held an open house on November 3<sup>rd</sup>, 2011 to seek opinions, ideas and experiences from business owners, property owners and interested citizens to help shape the regulations. There were over persons 30 in attendance.

A public hearing was held on December 1<sup>st</sup>, 2011 after which the Planning Commission held a work study session and unanimously recommended approval of the following amendments:

1. Expand and make permanent the interim ordinance which allows existing buildings to change uses without triggering additional parking requirements provided the shell of the existing building is maintained. Under the proposed change, this provision would apply to all buildings existing in the Downtown Business (DB), Waterfront Commercial (WC), Waterfront Millville (WM), General Business (B-2), Commercial (C-1) and Residential Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area. (GHMC 17.72.075)
2. Allow for off-street/off-site parking lots up to 500 feet away from a business. Current regulations limit the distance to 100 feet. (GHMC 17.72.020(B))
3. Expand the provisions which allow joint use of parking spaces in the Downtown Business (DB) and Waterfront Commercial (WC) district to the Waterfront Millville (WM), General Business (B-2), Commercial (C-1) and Residential Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area. Required parking spaces could be shared between several different uses provided those uses include both daytime and nighttime peak uses. (GHMC 17.72.060)

NOTE: At the second reading of the ordinance on February 13, 2012, the Council directed staff to remove Waterfront Millville (WM) from the provisions described in item 1 above. The enclosed ordinance reflects that change.

The Planning Commission also made two additional requests as part of their recommendation, which are not amendments included in the attached ordinance:

4. As part of its recommendation, the Planning Commission is asking planning staff to incorporate changes to the Shoreline Master Program to allow marina owners to lease

parking spaces to the employees of downtown businesses without requiring additional parking stalls be built or allocated. Planning staff is currently working on this.

5. As part of the Planning Commission's review of downtown parking, the Commission discussed the possibility of extending the provisions of 17.72.075, to the entire city. This would allow any building in the city to change uses without requiring additional parking. The Commission did not want to look into that possibility further until the Council directed them to do so. Therefore, the Commission requests the Council consider adding to the Planning Commission work program the potential expansion of the new provisions of 17.72.075 to the entire city.

### **APPLICABLE CODES AND POLICIES:**

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The general criteria for approval of a zoning text amendment are whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The Planning Commission is required to hold a public hearing and make recommendation to the City Council on such amendments (GHMC 19.01.005).

### **Comprehensive Plan:**

The City's Comprehensive Plan includes the following policies which support the amendments:

**3.2.3. Limit asphalt areas.** *Allow and encourage shared parking between developments.*

**3.16.4. Minimize asphalt coverage along waterfront.** *Standard parking requirements have prompted removal of structures characteristic of Gig Harbor's historical development and have encouraged bleak expanses of asphalt along the waterfront. To counter this trend consideration should be given to: (a) Revised parking standards for waterfront districts.*

**3.17.1: Encourage retention and adaptive reuse of older buildings with the following types of incentives:** *(a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures.*

**3.20.2. Develop downtown parking standards.** *Standards should address downtown parking needs while avoiding asphalt encroachment into historic business areas.*

**6.2.2. Property revitalization** *Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.*

### **FISCAL CONSIDERATION**

None

### **SEPA DETERMINATION**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on January 19, 2012 for this non-project GMA action as per WAC 197-11-340(2).

**BOARD OR COMMITTEE RECOMMENDATION**

On December 1<sup>st</sup>, 2011, the Planning Commission recommended approval of the amendments. Their written recommendation is enclosed.

**RECOMMENDATION / MOTION**

Adopt ordinance and move on the Planning Commission's two additional requests.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; AMENDING THE OFF-STREET PARKING REGULATIONS TO ALLOW FOR OFF-SITE PARKING LOTS UP TO 500 FEET AWAY FROM THE BUSINESS THE LOT IS SERVING; AMENDING THE OFF-STREET PARKING REGULATIONS FOR THE DOWNTOWN BUSINESS (DB), WATERFRONT COMMERCIAL (WC), WATERFRONT MILLVILLE (WM), GENERAL BUSINESS (B-2), COMMERCIAL (C-1) AND RESIDENTIAL AND BUSINESS (RB-1) DISTRICTS ABUTTING HARBORVIEW DRIVE AND NORTH HARBORVIEW DRIVE AND WITHIN THE VIEW BASIN NEIGHBORHOOD DESIGN AREA TO ALLOW THE NONRESIDENTIAL USE OF AN EXISTING BUILDING TO CHANGE WITHOUT THE REQUIREMENT TO PROVIDE ADDITIONAL OFF-STREET PARKING SPACES; AMENDING THE OFF-STREET PARKING REGULATIONS FOR THE DOWNTOWN BUSINESS (DB), WATERFRONT COMMERCIAL (WC), GENERAL BUSINESS (B-2), COMMERCIAL (C-1) AND RESIDENTIAL AND BUSINESS (RB-1) DISTRICTS ABUTTING HARBORVIEW DRIVE AND NORTH HARBORVIEW DRIVE AND WITHIN THE VIEW BASIN NEIGHBORHOOD DESIGN AREA TO ALLOW JOINT USE OF PARKING SPACES BETWEEN TWO USES WHICH HAVE DIFFERENT PEAK PERIODS OF USE; REPEALING SECTION 17.72.070; AMENDING SECTIONS 17.72.020, 17.72.060 AND 17.72.075 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, on May 23, 2011, the City of Gig Harbor City Council passed an interim ordinance (ORD 1208) which allowed existing buildings in the Downtown Business District to change use without having to provide additional parking, regardless of the use; and

WHEREAS, the Council developed a work plan for the interim amendments, directing the Gig Harbor Planning Commission to review the interim amendment in the fall of 2011 and provide a recommendation to the Council by January 19, 2011; and

WHEREAS, the Council also directed the Planning Commission to look at off-street parking availability regulations in the view basin, primarily commercial zones in the view basin; and

WHEREAS, the Planning Commission held work study sessions on the interim zoning regulations and proposed downtown parking regulation amendments on October 6<sup>th</sup>, October 20<sup>th</sup> and November 17<sup>th</sup>, 2011; and

WHEREAS, the Planning Commission held an open house on November 3<sup>rd</sup>, 2011 to seek opinions, ideas and experiences from business owners, property owners and interested citizens to help shape the parking regulations; and

WHEREAS, the Planning Commission held a public hearing on the interim zoning regulations and proposed downtown parking regulation amendments on December 1st, 2011 and after the public hearing recommended the Council approve permanent amendments to the parking regulations downtown; and

WHEREAS, the Council finds that the proposed changes to the parking regulations for private properties in the downtown commercial areas will help remove barriers to economic development; and

WHEREAS, the Council finds that the proposed amendments balance the need for economic development downtown with the need to maintain the character and quality of life of Gig Harbor and its residents; and

WHEREAS, the Council finds that the proposed amendments will allow the downtown to continue to grow and evolve while limiting impacts to residents; and

WHEREAS, the proposed text amendments are consistent with the following goals and policies in the Comprehensive Plan:

**3.2.3. Limit asphalt areas.** *Allow and encourage shared parking between developments.*

**3.16.4. Minimize asphalt coverage along waterfront.** *Standard parking requirements have prompted removal of structures characteristic of Gig Harbor's historical development and have encouraged bleak expanses of asphalt along the waterfront. To counter this trend consideration should be given to: (a) Revised parking standards for waterfront districts.*

**3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives:** *(a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures.*

**3.20.2. Develop downtown parking standards.** *Standards should address downtown parking needs while avoiding asphalt encroachment into historic business areas.*

**6.2.2. Property revitalization** *Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations; and*



WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on December 13, 2011, pursuant to RCW 36.70A.106, and were granted expedited review on January 9, 2012; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for this Ordinance on January 19, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on February 13, 2012; and

WHEREAS, on February 27, 2012, the City Council held a second reading during a regular City Council meeting; and

WHEREAS, the Gig Harbor City Council voted to \_\_\_\_\_ this Ordinance during a regular Council meeting on March 12, 2012; Now, therefore,

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

Section 1. Subsection 17.72.020(B) in the Off-Street Parking and Loading Requirements chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.72.020 Off-street parking design standards.**

\* \* \*

B. Off-street parking requirements shall be met on the same lot as the building served by the off-street parking or on a lot that is within ~~400~~ 500 feet of the building or facility served by the off-street parking and is specially reserved for the service of such building. Notwithstanding the above, off-street parking facilities for independent and separate buildings and uses may be provided collectively on a common lot if these facilities are not less than the total requirements of the independent and separate uses, and if all other requirements are met.

\* \* \*

Section 2. Section 17.72.060 in the Off-Street Parking and Loading Requirements chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.72.060 Joint use of required parking spaces for the Downtown Business (DB), and the Waterfront Commercial (WC) districts, General Business (B-2), Commercial (C-1) and Residential and Business (RB-1) districts abutting Harborview Drive and North**

**Harborview Drive and within the View Basin Neighborhood Design Area**

A. One parking area may contain required spaces for several different uses. Except as otherwise provided in this chapter, the required space assigned to one use may not be credited to any other use which will require parking space simultaneously.

B. To the extent that developments that wish to ~~make joint use of the same parking spaces operate at different times, the spaces may be credited to both uses~~ share required spaces for two different uses, the spaces may be assigned to both uses provided one of the uses is a daytime peak use and the other is a nighttime peak use as defined below.

1. For the purposes of this section, the following uses may be considered daytime uses: government administrative office; financial institutions; professional services; retail stores (sales level 1); industrial level 1 uses; restaurants that the planning director determines have principal operating hours during the day; and similar primarily daytime uses as determined by the planning director.

2. For the purposes of this section, the following uses may be considered nighttime uses: house of religious worship; clubs; commercial entertainment; restaurants that the planning director determines have principal operating hours during the night; taverns; and similar primarily nighttime uses as determined by the planning director.

3. Some uses are a daytime and nighttime peak user. These uses are not eligible for sharing of required parking spaces.

C. Joint use of parking as specified under this chapter ~~section~~ shall be by written agreement between the developments using the parking facilities. The agreement shall be subject to the approval of the city. Said agreement shall be filed with the Pierce County auditor as a covenant running with the land and is deemed binding between the assenting parties. The parking agreement shall have a minimum term of five years and shall specifically provide that the party whose parking will be eliminated or reduced (the "affected party") by the agreement's termination shall notify the city at least six months prior to such termination. The affected party shall secure off-street parking sufficient to meet the code-required parking for the use.

Section 3. Section 17.72.070 in the Off-Street Parking and Loading Requirements chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 17.72.075 in the Off-Street Parking and Loading Requirements chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**Special provisions for existing buildings with existing nonresidential uses in the Downtown Business (DB) districts, Waterfront Commercial (WC), Waterfront Millville (WM), General Business (B-2),**

**Commercial (C-1) and Residential and Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area.**

Notwithstanding any other provisions of this chapter, the nonresidential use of an existing building existing as of January 1, 2012, or a building for which the first certificate of occupancy has been issued at least three years previously, may change to another nonresidential use without the requirement to provide additional off-street parking spaces; provided, that any existing off-street parking spaces allocated to the existing building are not removed or reduced. The existing building may be expanded or reconstructed; provided, that the number of off-street parking spaces for that expansion or reconstruction are provided consistent with GHMC 17.72.030 and all other applicable requirements of the Gig Harbor Municipal code.

Section 5. 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 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

---

Angela S. Belbeck

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



COMMUNITY DEVELOPMENT DEPARTMENT

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-12-0001

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** PL-ZONE-12-0001 – Downtown Parking Amendments

---

#### **Application:**

This application was initiated by the City of Gig Harbor in order to provide flexibility in the location of off-street parking spaces within the City's downtown area.

#### **Planning Commission Review:**

The Planning Commission held work study sessions on October 6<sup>th</sup>, October 20<sup>th</sup>, and November 17<sup>th</sup>, 2011. The Planning Commission held an open house on November 3<sup>rd</sup>, 2011 to seek opinions, ideas and experiences from business owners, property owners and interested citizens to help shape the regulations. There were over persons 30 in attendance.

A public hearing was held on December 1<sup>st</sup>, 2011 after which the Planning Commission held a work study session and unanimously recommended **APPROVAL** of the amendments contained at the end of this notice. The Planning Commission made two additional requests as part of their recommendation which are not direct text amendments included in this notice. Those two requests are at the end of the document.

#### **Findings of Fact:**

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

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

**3.2.3. Limit asphalt areas.** *Allow and encourage shared parking between developments.*

**3.16.4. Minimize asphalt coverage along waterfront.** *Standard parking requirements have prompted removal of structures characteristic of Gig Harbor's historical development and have encouraged bleak expanses of asphalt along the waterfront. To*

counter this trend consideration should be given to: (a) Revised parking standards for waterfront districts.

**3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives:** (a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures.

**3.20.2. Develop downtown parking standards.** Standards should address downtown parking needs while avoiding asphalt encroachment into historic business areas.

**6.2.2. Property revitalization** Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

2. The Planning Commission finds that the proposed changes to the parking regulations for private properties in the downtown commercial areas will help remove barriers to economic development.
3. The Planning Commission finds that the proposed amendments balance the need for economic development downtown with the need to maintain the character and quality of life of Gig Harbor and its residents.
4. The Commission finds that the proposed amendments will allow the downtown to continue to grow and evolve while limiting impacts to residents.

Harris Atkins, Chair  
Planning Commission



Date 2/2/2012

**Proposed Amendments to Chapter 17.72 Off-Street Parking and Loading Requirements for the Downtown**

**17.72.020 Off-street parking design standards.**

\* \* \*

B. Off-street parking requirements shall be met on the same lot as the building served by the off-street parking or on a lot that is within 100 500 feet of the building or facility served by the off-street parking and is specially reserved for the service of such building. Notwithstanding the above, off-street parking facilities for independent and separate buildings and uses may be provided collectively on a common lot if these facilities are not less than the total requirements of the independent and separate uses, and if all other requirements are met.

\* \* \*

**17.72.060 Joint use of required parking spaces for the downtown business (DB), and the waterfront commercial (WC) districts, Waterfront Millville (WM), General Business (B-2), Commercial (C-1) and Residential and Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area**

A. One parking area may contain required spaces for several different uses. Except as otherwise provided in this chapter, the required space assigned to one use may not be credited to any other use which will require parking space simultaneously.

B. To the extent that developments that wish to make joint use of the same parking spaces operate at different times share required spaces for two different uses, the spaces may be assigned to both uses provided one of the uses is a daytime peak use and the other is a nighttime peak use as defined below.

1. For the purposes of this section, the following uses may be considered daytime uses: government administrative office, financial institutions, professional services, retail stores (sales level 1), industrial level 1 uses, restaurants that the planning director determines have principal operating hours during the day, and similar primarily daytime uses as determined by the planning director.

2. For the purposes of this section, the following uses may be considered nighttime uses: house of religious worship, clubs, commercial entertainment, restaurants that the planning director determines have principal operating hours during the night, taverns, and similar primarily nighttime uses as determined by the planning director.

3. All uses do not have to be categorized as a daytime or nighttime peak use. Sharing of required parking spaces is not allowed between uses that experience peak levels during both the daytime and nighttime.

C. Joint use of parking as specified under this chapter section shall be by written agreement between the developments using the parking facilities. The agreement shall be subject to the approval of the city. Said agreement shall be filed with the Pierce County auditor as a covenant running with the land and is deemed binding between the assenting parties. The parking agreement shall have a minimum term of five years and shall specifically provide that the party whose parking will be eliminated or reduced (the "affected party") by the agreement's termination shall notify the city at least six months prior to such termination. The affected party shall secure off-street parking sufficient to meet the code-required parking for the use.

**17.72.070 Special provisions for lots with existing buildings in the downtown business district.**

Notwithstanding any other provisions of this chapter, whenever (1) there exists a lot with one or more structures on the effective date of the ordinance codified in this section, and (2) a change in use does not involve any enlargement of a structure proposed for such lot, and (3) the parking requirements of this chapter as applicable under the proposed changes cannot be satisfied on such lot because there is insufficient area available on the lot that can practicably be used for parking, the parking standards for this chapter may be reduced if parking is practicably available within 200 feet of the site, either as public parking and/or joint use parking on private property.

**17.72.075 Special provisions for existing buildings in the Downtown Business (DB) districts, Waterfront Commercial (WC), Waterfront Millville (WM), General Business (B-2), Commercial (C-1) and Residential and Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area.**

Notwithstanding any other provisions of this chapter, the use of an existing building existing as of January 1, 2012, or a building for which the first certificate of occupancy had been issued at least 3 yrs previously, may change without the requirement to provide additional off-street parking spaces; provided, that any existing off-street parking spaces allocated to the existing building are not removed or reduced. The existing building may be expanded or reconstructed;

provided, that the number of off-street parking spaces for that expansion or reconstruction are provided consistent with GHMC 17.72.030 and all other applicable requirements of the Gig Harbor Municipal Code.

**Proposed Changes to be considered in the Shoreline Master Program**

As part of its recommendation, the Planning Commission is asking planning staff to incorporate changes to the Shoreline Master Program to allow marina owners to lease parking spaces to the employees of downtown businesses without requiring additional parking stalls be built or allocated.

**Request for Additional Planning Commission Review**

As part of the Planning Commission's review of downtown parking, the Commission discussed the possibility of extending the provisions of 17.72.075, to the entire city. This would allow any building in the city to change uses without requiring additional parking. The Commission did not want to look into that possibility further until the Council directed them to do so. Therefore, the Commission requests the Council consider adding to the Planning Commission work program the potential expansion of the new provisions of 17.72.075 to the entire city.



City of Gig Harbor Planning Commission  
Work Study Session  
Planning and Building Conference Room  
October 6, 2011  
5:00 pm

**PRESENT:** Harris Atkins, Craig Baldwin, Bill Coughlin, Jill Guernsey and Reid Ekberg. Jim Pasin and Michael Fisher were absent.

**STAFF PRESENT:** Staff: Jennifer Kester, Tom Dolan and Dennis Troy

**CALL TO ORDER:** at 5:00

Planning Director Tom Dolan introduced new Associate Planner Dennis Troy.

**APPROVAL OF MINUTES:**

The chair asked if there were any changes to the August 18<sup>th</sup> or September 1<sup>st</sup> minutes.

**MOTION:** Move to adopt the minutes of August 18th, 2011 as written.  
Coughlin/Ekberg – Motion carried

**MOTION:** Move to adopt the minutes of September 1<sup>st</sup>, 2011 as written.  
Coughlin/Ekberg – Motion carried.

1. **Zoning Code Text Amendments** – Discussion on text amendment process issues.

Discussion was held and it was decided to defer further discussion on this item until December when all commissioners will be present.

Commissioner Jill Guernsey arrived.

Senior Planner Jennifer Kester asked if the commissioners would rather discuss schedule or move on to agenda items 2 and 3. Chairman Atkins suggested that they discuss the agenda items in order to determine their impact on the schedule. Everyone agreed.

2. **Interim Parking Provisions for Existing Buildings in the DB zoning district -**

To review the adopted interim ordinance that added special parking provisions for existing buildings in the downtown business (DB) district. As required by the adopting ordinance, by January 19, 2012 the Planning Commission must review the interim amendment, conduct a public hearing and make a recommendation on whether the amendment, or some modification thereof, should be permanently adopted.

Senior Planner Jennifer Kester stated that the City Council passed an interim ordinance

in May that is good for one year. She went over the allowances in the interim ordinance, stating that it was intended to be an incentive for a change of use in existing buildings. Mr. Atkins asked if this was initiated by a downtown business organization and Mr. Dolan stated that perhaps in a general sense it was, as they had asked for some help. Ms. Kester noted that the provision is only if you keep the building exactly as is. She then went over the reasons for it being only applied in the DB and noted that the Planning Commission could consider other zones within the view basin or just parcels abutting Harborview and North Harborview Drive. Ms. Guernsey asked what the response has been and Ms. Kester noted that the downtown businesses were appreciative but no one has taken advantage of it to date. Ms. Kester also pointed out that the ordinance allowing for street parking within 200 feet had not been repealed since this was only an interim ordinance but if the Planning Commission wanted to make it permanent, that ordinance would have to be repealed. She then showed the commission on the zoning map where the DB zone was located. Additionally she went over the proposed design of the area around Donkey Creek Park. Mr. Coughlin asked if any parking studies had been done and Ms. Kester said that the Downtown Historic Waterfront Association had done some studies. Mr. Atkins asked about ways to provide some kind of threshold to prevent a situation similar to what happens on 6<sup>th</sup> Avenue in Tacoma where parking problems extend into the residential areas. Discussion followed on possible ways to provide a threshold. Further discussion was held on the need for a stakeholders meeting in addition to a public hearing. Ms. Kester said that she would provide the parking study conducted by the Downtown Waterfront Association. Discussion followed on ways to communicate where public parking is located. Mr. Atkins asked if anyone had any issues with the proposed ordinance and the commission expressed that they didn't have any issues. Ms. Guernsey asked about what the stakeholders meeting would be and expressed concern with not including the residences. She suggested holding a different type of meeting so that we could have a discussion with all sides. Mr. Atkins stated that his concern was the viability and whether anyone would utilize it. Ms. Kester stated that she could remember at least three businesses that wanted to locate in the downtown and their problem was parking. Everyone agreed that something more like a workshop or open house may be more appropriate.

**3. Parking Provisions in the View Basin** - The City Council has asked that in the fall of 2011, the Planning Commission review the existing parking provisions for the commercial zones in the view basin and make recommendations for changes if appropriate.

Ms. Kester went over some of the parking regulations that the Planning Commission might consider changing. Discussion was held on the pros and cons of increasing the radius allowed for shared parking.

Discussion was then held on joint use parking lots. Ms. Kester noted that the code did provide for joint use parking between DB and WC as long as the uses were occurring at

different times. Different scenarios were discussed and how joint parking would work in those situations.

The next idea discussed was property owners paying a fee if they cannot provide parking on their site in order to fund a public parking lot or additional street parking. Mr. Atkins stated that he didn't feel that the citizens should pay for businesses that can't provide parking.

First floor retail incentives were discussed next.

Discussion was held on the open house and soliciting ideas from the local business and resident groups. Ms. Kester then went over the proposed schedule. She noted that the City Council asked that the Planning Commission fit in a proposal to allow private schools to apply for performance based height exceptions that may need 3 meetings. She stated that this and the parking should be completed in December in order to meet the timelines for the medical marijuana ordinance. Mr. Atkins asked about whether the open house and public hearing should be held on the same day and it was decided they should be held on different days in order to include everyone's ideas. It was decided to hold the open house on November 3rd from 4:00 to 6:00 and have a meeting on October 20<sup>th</sup> to discuss the performance based height exception. Mr. Atkins suggested that they have a public hearing on the performance based height exception after the open house on November 3<sup>rd</sup>. November 17<sup>th</sup> would be a work study to finalize the text and then hold a public hearing on December 1<sup>st</sup> for downtown parking. Ms. Kester then went over who could attend each of the meetings.

Mr. Dolan gave a summary of the Shoreline Master Program meeting with the City Council. He went over the Department of Ecology's comments and noted that the City Council did not have any major comments. He expressed the council's appreciation for the work the commission had done. He noted that staff would be modifying the draft to reflect the Department of Ecology requests and take that to public hearing to allow interested parties to comment. He stated that then the City Council will hold their own hearing and that that will be held after the first of the year.

Ms. Kester then went over the Mayor's Next Steps for the downtown vision. Mr. Coughlin expressed his desire to see some kind of direction for the downtown. Ms. Kester said that she would provide a copy of the 2008 Downtown Business Plan to the commissioners.

## **ADJOURNMENT**

MOTION: Move to adjourn at 6:58 p.m. – Baldwin/Ekberg – Motion carried.

City of Gig Harbor Planning Commission  
Work Study Session  
Planning and Building Conference Room  
October 20, 2011  
5:00 pm

**PRESENT:** Harris Atkins, Craig Baldwin, Bill Coughlin and Jill Guernsey. Reid Ekberg, Jim Pasin and Michael Fisher were absent.

**STAFF PRESENT:** Staff: Tom Dolan

**CALL TO ORDER:** at 5:00

**1. Performance-based Height Exceptions for Private Schools (PL-ZONE-11-0005)**

A zoning code text amendment requested by St. Nicholas Catholic Church and School to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities.

Mr. Dolan briefly went over the proposal and introduced Eileen McCain and Tom Bates who were present representing the applicant. Ms. McCain explained what the church was hoping to achieve and the history of the current height exception ordinance. Mr. Dolan noted that this does not grant a performance based height exception for St. Nicholas as their application will be decided by the Hearing Examiner. Discussion followed on the possible ways of making sure that the definitions are written in such a way as to ensure that this change wouldn't have unintended consequences. It was decided that this item was ready to go to public hearing on November 3<sup>rd</sup>, 2011.

**APPROVAL OF MINUTES**

Mr. Atkins asked for clarification on the last page in the second to the last sentence where it seems to imply that there were going to be two more hearings on the Shoreline Master Program. Ms. Guernsey suggested adding a period after the words "Department of Ecology requests" and eliminate the phrase "and take that to the public hearing to allow interested parties to comment".

**MOTION:** Move to approve the minutes of October 6<sup>th</sup>, 2011 as amended. Guernsey/Baldwin – motion carried.

**2. Interim Parking Provisions for Existing Buildings in the DB zoning district -**

Review of the adopted interim ordinance that added special parking provisions for existing buildings in the downtown business (DB) district.

Mr. Dolan went over the provisions in the interim ordinance. He then talked about the proposed workshop and the work that staff had done to date to organize the workshop on November 3<sup>rd</sup>, 2011. He distributed the Spinnaker Strategies downtown report. He

stated that he had not been able to get the parking survey as of yet. Further discussion was held on whether there were any possible conflicts with this ordinance and existing codes. He noted that there may also be a proposal by the Waterfront Association for marinas to allocate some of their parking to other uses that have differing peak times. Ms. Guernsey asked if the commission could have all the current parking regulations e-mailed to them prior to the next meeting and Mr. Dolan said he would e-mail the regulations along with the interim ordinance to them. He then went over the possibilities in this ordinance and what the Planning Commission may want to consider changing and/or adding. Discussion was held on the importance of listening to all the ideas and then decide which of them are appropriate to implement now. They discussed the three steps of this process, the first being the adoption of the interim ordinance. Ms. Guernsey cautioned that they needed to get this interim ordinance made permanent and then do further analysis after so as not to confuse the issue or slow it down.

**3. Parking Provisions in the View Basin** - Review of the existing private-property parking provisions for the commercial zones in the view basin and make recommendations for changes if appropriate.

The discussion of this item was combined with the previous agenda item.

Mr. Atkins suggested that staff send a letter to the Historic Downtown Waterfront Association and the Chamber outlining what had been discussed this evening.

### **ADJOURNMENT**

The meeting was adjourned at 6:02 p.m.

City of Gig Harbor Planning Commission  
Work Study Session and Public Hearing  
City Council Chambers  
November 3, 2011  
4:00 pm

**PRESENT:** Harris Atkins, Craig Baldwin, Jim Pasin, Bill Coughlin and Michael Fisher. Jill Guernsey and Reid Ekberg were absent.

**STAFF PRESENT:** Staff: Tom Dolan, Jennifer Kester and Dennis Troy

**CALL TO ORDER:** at 4:00 p.m.

**4:00 to 5:45 p.m. - Open House**

**Downtown Parking** - An open house to solicit community feedback on existing and future regulations for parking on private property in the downtown commercial areas.

Chairman Atkins welcomed everyone and went over the goal for the evening. Senior Planner Jennifer Kester then went over the current parking regulations and the interim ordinance that has been adopted. She then listed some of the ideas currently being considered and stated that the Planning Commission was asking the public for additional ideas.

The Planning Commission fielded questions from the audience, followed by a comment period.

**Steve Skibbs** – Mr. Skibbs stated that he owned the Harbor Inn building and that he leases 16 parking spaces and feels like he's subsidizing public parking. He noted that there is some property across the street from him that would be great for a parking structure.

**Gary Glein** – Mr. Glenn stated that he was from the Historic Waterfront Association. He said that they had found that there was enough parking but that it wasn't necessarily in the right place and that employee parking is impacting customer parking. Mr. Glein said that he felt that the interim ordinance needed more time to really see its impact. He also was in favor of the use of marina and church parking lots.

**Kit Kuhn** – Mr. Kuhn stated that he likes the current ordinance. He emphasized the need to invest in the downtown. He noted that he also leases space that everyone uses. He expressed appreciation for the Planning Commission efforts.

**Steve Lynn** – He expressed that he felt that these parking solutions were a great change that can be implemented without cost and will be a great help to the businesses. He suggested that perhaps the Anthony parking lot have a parking structure or have

retail on the bottom with parking on top. Mr. Lynn also stated that he was in favor of expanding the interim ordinance to apply to other areas of the city.

John Moist – He stated that he felt the Waterfront Millville needed to be included as they have marinas with very stringent parking regulations.

John Platt – Mr. Platt stated that they were against any public parking in the marina. They are required to have a certain number of spaces for each slip and if the public starts using it they won't be able to provide parking to their owners.

Jose Lopez – Mr. Lopez, proprietor of El Pueblito, stated that he has problems with the public parking in his parking lot and that he was in favor of exploring the leasing of portions of the marina while still respecting the slip owners.

Sue Jensen – Ms. Jensen asked about the new parking lot next to the Tides. Ms. Kester stated that it will be public parking. She then asked about the loss of the parking near Donkey Creek and Ms. Kester stated that it will be rearranged and hopefully no net loss. She expressed that it seemed that some businesses were allowed more leeway in regard to parking than others. She voiced her support for the interim ordinance.

Gary Myers – He asked for a master plan to provide public parking. Ms. Kester stated that there is no specific plan at this time.

Mr. Kuhn emphasized the need to make sure that our downtown remains vibrant in order to attract new residents. He continued by saying that this is why there needs to be an investment in downtown parking. He noted that something needed to be done in two areas of the city, rather than just one big solution.

Steve Skibbs posed the question as to whose responsibility is it to provide parking and noted that in Tacoma and Seattle you have to pay to park. He noted that Port Orchard is looking at this option.

Mr. Moist noted that there are several restaurants in town that have no off street parking. If you have a small parking lot, the codes are punitive.

Dave Morris – He asked about any funding available for the city to provide some kind of public parking. Ms. Kester said that the money for maritime pier was general fund money and Donkey Creek was funded by a federal grant.

City Administrator Rob Karlinsey said that it is possible for the city to lease private property to provide public parking.

Steve Lynn emphasized the need for shared parking to be able to be utilized in all areas.

Mr. Karlinsey stated that some additional ideas were to possibly relax parking requirements for certain uses that they wanted to encourage. He also suggested perhaps a development agreement where parking requirements could be relaxed for other things that the developer could possibly provide. He then suggested the shared parking idea. Ms. Kester noted that we have a current ordinance that allows for shared parking lot for different peak time uses, but the ordinance does not apply across different property owners.

Kit Kuhn noted that it had previously been suggested the Judson St. could be made one way and then have angled parking. He also suggested that there is a large piece of property behind the Mustard Seed that could be utilized for parking.

Mr. Karlinsey asked about what areas of the downtown on-street parking within 200 feet of the business can be used toward parking requirements. Ms. Kester answered that within the DB zone. She noted that if the interim ordinance were to remain permanent then that provision would not be necessary. He suggested allowing this provision be used in other zones to count toward parking requirements.

Bruce Gair – Mr. Gair noted that discussion had been held with the Tarabochias regarding parking and that the Stutz site should be considered for parking. He suggested that there be signage stating where employees shall park.

Mr. Pasin asked the audience if parking is really affecting redevelopment of the downtown. A majority of attendees raised their hands. He also asked if some of the current restrictions are preventing businesses from filling the existing buildings. A majority of attendees raised their hands.

Mr. Fisher spoke about the importance of the downtown core and economic activity.

Mr. Moist stated that during events that draw upwards of 1,000 people they all find a place to park. He stated that he felt that it was more about the disparity in the regulations.

Mr. Gair spoke against the 2 hour parking limitation stating that it wasn't enough to enjoy the harbor. You can't have a meal and then shop within a 2 hour window.

Mr. Atkins went over the next steps in the process and asked for a show of hands as to how many people were in favor of keeping the interim ordinance (a majority raised their hand) and then how many were in favor of expanding it to other areas (a majority raised their hand).

A brief recess was called.



Mr. Pasin voiced his concern with this school being in an R-1 zone rather than in the Public Institutional zone. He also stated that he felt the implications could be great since this is in the view basin.

Mr. Dolan noted that the motion should state to “recommend approval” rather than “to approve”. Mr. Atkins asked about the process that the project itself would have to go through and Ms. Kester explained the criteria and process. She also noted that schools in residential zones are required to get conditional use permits.

Mr. Pasin said that he would like to see a restriction on what type of building this could apply to and that in the future it could not be converted to any other use. Mr. Dolan asked if this would apply to both public and private schools. Mr. Pasin said that he didn't think that a public school would have the ability to convert it to another use. Mr. Dolan cautioned that he was sure the City Attorney would advise that any regulations would have to apply to both.

Mr. Fisher stated that this amendment is to standardize definitions and there are four different schools that this would apply to and he didn't feel that they should treat one school different from another. He noted that a public school could close due to lack of students and then the gym may become something else.

Ms. Kester suggested that in the definition of primary and secondary schools be changed from “accredited” to “approved” since Washington State approves schools and the accreditation is voluntary and approval is required.

**RESTATED MOTION:** Recommend approval of the proposal as submitted.  
Baldwin/Coughlin – Motion carried with Mr. Pasin abstaining.

**MOTION:** Recommend the City Council change the word “accredited” to “approved” in the definition of primary and secondary schools in order to be consistent with the Washington State Office of Superintendent of Public Instruction nomenclature.  
Fisher/Baldwin – Motion carried.

A brief recess was called.

**Work-Study Session:**

**1. Downtown Parking - Discussion on the comments received at the open house.**

Ms. Kester went over the list assembled from the comments received during the open house. Mr. Atkins stated that he did not want to discuss each of the items but rather just go over them as refresher in order to be prepared to further discussion at the next meeting. She stated that she would have the list typed up for further discussion. Discussion was held on the importance of supporting the downtown businesses.

Mr. Atkins stated that he would like to go through the existing parking regulations and

then decide what modifications the commission would like to recommend. Mr. Pasin stated that it would be his recommendation that the interim ordinance be made permanent but apply to all commercial zones within the city. Ms. Kester noted that some draft language will need to be developed for the next meeting. Mr. Fisher felt that just continuing the interim ordinance would be an incomplete analysis of the parking situation. Mr. Pasin stated that he felt that more time was needed during 2012. Mr. Coughlin said that he felt that there is an opportunity here to at least make some small changes which could make an impact on businesses. Mr. Dolan noted that they only had one more work study session to figure out what they wanted to do since the Public Hearing is scheduled for the first meeting in December. The interim ordinance needs to go back to the Council in January and he didn't feel that there is enough time to do much more than get the interim ordinance adopted. Ms. Kester stated that she felt that there could be some minor tweaks that could be made along with the adoption of the interim ordinance. Mr. Atkins cautioned that soliciting the public's concerns and then not doing anything is bad politics. He felt that perhaps there is some low hanging fruit that could be plucked and placed within this ordinance and then of course they could do further analysis in 2012. Mr. Atkins noted that the City Council had asked that they do an analysis and bring back some suggestions. Mr. Dolan stated that the Planning and Building Committee will be deliberating on the calendar for the upcoming year and suggested that perhaps the Chair and Vice Chair attend that meeting on the 5<sup>th</sup> of December to provide input. Mr. Fisher suggested that they start their next meeting at 4:00 in order to get more done. It was agreed that if there was staff and space the next meeting would start at 4:00 p.m.

Mr. Dolan noted that also at the December 5<sup>th</sup> Planning and Building Committee meeting they will be discussing the proposal by the Kayak Club that would require direct consideration by the City Council. The Kayak Club is proposing to locate at Skansie Park and it may require a change to the setbacks for the park.

### **ADJOURNMENT**

The meeting was adjourned at 7:35 p.m.

**OPEN HOUSE**  
**NOVEMBER 3, 2011**

**PUBLIC COMMENTS ON DOWNTOWN PARKING**

1. Public already uses private parking lots.
2. Could Bonneville Greens be developed as a public parking lot?
3. Enough parking – wrong place.
4. Where should employees park? Marinas, churches, need places for them to park.
5. Not enough time for interim
6. 100'-300' – More flexibility is good
7. More flexibility within existing shell
8. Tweak code to help
9. City underground parking
10. Time limits help customers
11. Need to get customers in business
12. More tools in parking toolbox
13. Removing marina limitations good idea
14. Finholm should not be taxed for DB parking lot
15. Expand interim to all commercial zones – not WM
16. Expand interim ordinance to include expansion
17. WM should be in mix – fairness
18. Review parking requirement per slip
19. No public parking in marinas
20. What about slip owners
21. Allow dual use of parking – but how much is too much
22. Maritime pier will be Tides parking
23. Donkey Creek good parking space
24. Museum site for leased parking
25. Fairness in decision/regulations
26. People move here because of downtown
27. If downtown looks shabby, no one comes
28. City should invest in downtown parking in addition to Maritime Pier
29. Two smaller lots – underground. Split downtown/Finholm
30. Pay for public parking
31. Don't burden businesses on \$\$ of public parking
32. Gazabat space
33. Parking regulations punitive
34. ERU's, parking, fire code – restaurant
35. Parity throughout downtown include WM
36. Marina/Church use – permissive
37. Business and city needs to work together to fix parking
38. What can you do with a pen
39. Extend off peak (mixed use Uptown) parking over multiple property owners

40. City encourage certain use – relax or eliminate parking
41. Development agreement to relax parking requirement for other city benefits
42. 800 employees downtown. 300-400 M-F workers
43. Judson one-way with angled parking
44. Mustard Seed parking
45. Parking before beauty
46. On street 200' to other zones
47. Count public parking lots within so many feet (generous)
48. Work w/Tarabochia parking – Stutz site
49. Signs “If you work here, you can’t use lot”
50. Get stakeholders together
51. Parking is affecting development downtown waterfront
52. Economy is issue
53. Parking is a real ongoing issue to business existence
54. QFC lot full even w/QFC closed
55. Grandfathering is unfair
56. 2 hrs not enough to enjoy Gig Harbor
57. Need 2 hrs of shopping options in downtown
58. Shoppers are lazy
59. Change regulations to increase retail
60. Give up quaint for vibrant – chains may be okay
61. Vertical zoning
62. Need flexibility to evolve w/reasonable restrictions to maintain character

City of Gig Harbor Planning Commission  
Work Study Session  
Planning Conference Room  
November 17, 2011  
4:00 pm

**PRESENT:** Harris Atkins, Reid Ekberg, Jim Pasin, Bill Coughlin, Craig Baldwin and Michael Fisher. Jill Guernsey was absent.

**STAFF PRESENT:** Staff: Tom Dolan, Peter Katich and Jennifer Kester

**CALL TO ORDER:** at 4:00 p.m.

**APPROVAL OF MINUTES:**

MOTION: Move to approve the minutes of October 20<sup>th</sup>, 2011 as written. Coughlin/Fisher – motion carried.

MOTION: Move to approve the minutes of November 3, 2011 with the attached list of ideas from the public hearing. Pasin/Coughlin – motion carried.

**WORK-STUDY SESSION**

1. **Performance-based Height Exceptions for Private Schools (PL-ZONE-11-0005)**

A zoning code text amendment requested by St. Nicholas Catholic Church and School to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities. Review of written recommendation for approval.

Ms. Kester presented the draft written recommendation for approval. Mr. Pasin stated that he believed that there were only 2 findings which were relative to the intent. He also reminded the commission that St. Nicholas is located within the Historic District and there are historic buildings on this property. Planning Director Tom Dolan noted that this amendment was not a site-specific proposal and was to allow St. Nicholas to apply for a performance-based height exception which is decided by the Hearing Examiner. He also noted that legal opinion would more than likely be that private schools cannot have different rules than public schools. Mr. Fisher stated that he felt the findings of fact were strong and supportive of the definition of private schools. Mr. Ekberg stated that they seemed straightforward and reasonable. Mr. Baldwin felt that they reflected the discussions held at the meeting. Ms. Kester stated that the city attorney was satisfied with the findings and the draft of the ordinance. Mr. Coughlin wondered if it should be added to findings that basically this was an oversight that private schools were excluded. Ms. Kester said that she didn't feel it was necessary and the city attorney has reviewed the ordinance and is satisfied with the language.

**MOTION:** Move to authorize the chairman to sign the recommendation of approval for PL-ZONE-11-0005. Coughlin/Fisher – Motion carried.

Ms. Kester noted that Senior Planner Pete Katich was present in order to address some of the parking issues which related to text amendments as a result of the Shoreline Master Program. She went over the commission's suggested text amendments relating to parking in the shoreline area that had been suggested during the development of the Shoreline Master Program. The first of these suggested changes which applied within the downtown was a proposal to look at marina parking requirements to make them the same for WM as WC. The next was for parking allowances for shared parking of mixed uses apply in waterfront zones. She then went over the proposal to prohibit commercial parking lots in the WC district. The last one was regarding off street parking requirements for liveaboards. Ms. Kester noted that the items had been discussed decided on at the September 23, 2010 and September 30, 2010 meeting. Mr. Fisher asked for clarification that the Shoreline Master Program discussion only applied to properties landward of Harborview Drive and Mr. Katich said that was true for the most part but there were some small areas that extended to the other side of Harborview. Mr. Atkins suggested that they review the interim ordinance on its own and decide if it should be made permanent, then look at other changes. He stated that he didn't think these issues as they related to the shoreline specifically, needed to be revisited with this process. Mr. Fisher expressed his concern that some bigger changes with downtown parking not get lost in the upcoming work program. Mr. Atkins suggested that they discuss the priorities with the Planning and Building Committee at their next meeting. He also emphasized that he felt that some of the smaller changes could be made along with the adoption of the interim ordinance. Discussion was held on the fact there is a need to discuss lots of issues related to the downtown such as a view basin plan. Mr. Dolan stated that the main reason this had not been done yet is that a view basin plan is costly. Ms. Kester noted that the council is well aware that some things need to be addressed and/or changed in regard to downtown but that they are unsure exactly what that needs to be and where it should fall within the work program. Discussion followed on the work program for 2012. Mr. Katich noted that any parking changes within the downtown needs to be in compliance with the Shoreline Master Program.

**2. Interim Parking Provisions for Existing Buildings in the DB zoning district -**

Review of the adopted interim ordinance that added special parking provisions for existing buildings in the downtown business (DB) district. Developing final language for public hearing.

**3. Parking Provisions in the View Basin -** Review of the existing private-property parking provisions for the commercial zones in the view basin. Developing final language for public hearing.

Mr. Atkins asked the commission if they supported making the interim ordinance permanent. Commissioners Fisher, Pasin, Coughlin, Ekberg and Baldwin all voiced their support. Mr. Atkins asked if there were amendments they wanted to make. Mr. Fisher stated that he felt that WM should be added. Mr. Atkins asked to see a zoning

map to determine if there were other zones that should be included such as WC. Ms. Kester went over the different zones in the view basin and their locations. Mr. Pasin stated that he felt these parking provisions should apply to all commercial areas in the entire city. Ms. Kester noted that this was intended to keep existing buildings downtown. Mr. Dolan stated that it was not the council's intent to have large retail buildings in other areas of the city change use without having to add parking, but rather to help protect the historic area of the city. Ms. Kester stated that it was within the direction of the council to look at other areas within the downtown as it was specifically stated within the council bill adopting the interim ordinance. Mr. Fisher stated that there is a feeling that the city has turned it's back on the downtown businesses. Mr. Pasin said that he felt that it was discrimination. Mr. Ekberg stated that it's not discrimination; it's an area of the city that has special circumstances. Mr. Fisher pointed out that he had done significant research regarding this topic and it is common to have different parking standards in a downtown area. Mr. Pasin asked what the damage was in allowing this to take place everywhere. Mr. Atkins stated that he wasn't sure what all the risk was but in the instance of downtown he was willing to take risk. He gave an example that someone could build a building for a use requiring the least amount of parking, knowing that later they can change it and not need more parking. Mr. Dolan stated that large developers in different parts of the city have stated that the downtown is important to them because people move to Gig Harbor because of the downtown, not because of Costco. Mr. Fisher stated that he didn't feel that it was appropriate to expand this to other areas of the city at this time. Mr. Atkins asked for a poll of what the commission wanted to do. Mr. Coughlin said he was okay with adopting the interim ordinance and expanding it to the other zoning districts downtown, Mr. Fisher agreed, Mr. Pasin felt that it should be city wide, Mr. Baldwin supported the permanence of the interim ordinance and was open to expanding to other areas of the city. Mr. Atkins felt that the interim ordinance should be made permanent and he felt that they should talk about applying it to other areas downtown. Mr. Ekberg voiced his support for making the interim ordinance permanent and would like to at least have the issue of expansion to other areas of the downtown a subject for the public hearing.

Discussion was held on how to define the zones to be addressed by the ordinance and it was decided to just include those nonresidential areas within the view basin neighborhood design area.

Mr. Dolan suggested that a date could be added to the ordinance in order to define existing building and prevent someone building a building to lower parking standards and then changing the use at a later date. Ms. Kester pointed out that the intent of this ordinance was to preserve historic character. Everyone agreed that adding a date was a good idea. Ms. Kester stated that she felt that section GHMC 17.72.070 on parking within 200' could be stricken if this new provision for existing buildings is kept.

Discussion followed on the provision for off-site, off-street parking. She then read section 17.72.020(B) that restricted off street parking to a lot within 100'. Discussion was held on what the appropriate distance should be.

Ms. Kester emphasized that this provision was for new and existing building anywhere in the city. Mr. Dolan suggested that a certain percentage of parking could be allowed at a further distance and then a certain percentage at a closer distance. It was decided that the 100-foot provision with 17.72.020(B) be changed to 500 feet.

Discussion was then held on the 17.72.020(A) addressing who can park in the required off-street parking. Ms. Kester then went over the mixed use parking provision from 17.72.060 and 080. She suggested some alternate language to make it work in other zones. It was decided that she would develop some language for the public hearing.

Two hour parking limits were discussed. It was noted that two hours was not enough to shop downtown but also that it was nice that employees weren't taking up parking all day. The importance of signage was also talked about.

It was decided that Mr. Atkins and Mr. Pasin would attend the Planning and Building Committee meeting on December 5<sup>th</sup>.

### **OTHER BUSINESS**

**1. Direct Consideration request for text amendment – Side yard setbacks for parks along the waterfront**

Planning Director Tom Dolan went over the proposal, explaining that the Kayak Club was hoping to build a kayak storage building in Skansie Brothers Park. There is no other place for it except within 5' of the southerly property line and that the City Council was asking to have direct consideration of this text amendment.

Mr. Pasin said he had a problem with this going for direct consideration since they had spent so much time on the Shoreline Master Program this year, in addition to this being a historic site.

Ms. Kester explained that this would be an amendment that would only apply to wide lots where the current setback calculation becomes a problem. She also noted that the Shoreline Master Program is silent on the subject of side setbacks except as a reference to the required setbacks within the zone. Mr. Ekberg agreed with Mr. Pasin. Mr. Coughlin also felt it needed additional consideration. Mr. Fisher also expressed that it need Planning Commission review.

**2. 2012 Planning Commission Work Program.**

Ms. Kester went over the proposed work program for 2012 that would be discussed at the Planning and Building Committee on December 5th.

Mr. Fisher suggested they add an item to the work program to examine the development regulations within DB in order to encourage development. Mr. Pasin



City of Gig Harbor Planning Commission  
Work Study Session and Public Hearing  
City Council Chambers  
December 1, 2011  
6:00 pm

**PRESENT:** Harris Atkins, Reid Ekberg, Jim Pasin, Bill Coughlin, Craig Baldwin and Jill Guernsey. Michael Fisher was absent.

**STAFF PRESENT:** Staff: Tom Dolan, Jennifer Kester and Diane McBane

**CALL TO ORDER:** at 6:00 p.m.

**APPROVAL OF MINUTES:**

It was decided that the approval of the minutes would be deferred until the next meeting as there had not been an opportunity for everyone to read them ahead of the meeting.

**PUBLIC HEARING**

**Downtown Parking** - Public hearing to solicit community feedback on the following proposed amendments to the regulations for parking on private property in the downtown commercial areas:

1. Expand and make permanent the interim ordinance which allows existing buildings to change uses without triggering additional parking requirements provided the shell of the existing building is maintained. Under the proposed change, this provision would apply to all buildings existing as of January 1, 2012 in the Downtown Business (DB), Waterfront Commercial (WC), Waterfront Millville (WM), General Business (B-2), Commercial (C-1) and Residential and Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area. (GHMC 17.72.075)
2. Allow for off-street/off-site parking lots up to 500 feet away from a business. Current regulations limit the distance to 100 feet. (GHMC 17.72.020(B))
3. Expand the provisions which allow joint use of parking spaces in the Downtown Business (DB) and Waterfront Commercial (WC) district to the Waterfront Millville (WM), General Business (B-2), Commercial (C-1) and Residential and Business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin Neighborhood Design Area. Required parking spaces could be shared between different uses provided those uses include both daytime and nighttime peak uses (GHMC 17.72.060)
4. Allow marina owners to lease parking spaces to the employees of downtown businesses without requiring additional parking stalls be built or allocated. This amendment would occur as part of the Shoreline Master Program update if approved.

Chairman Atkins opened the public hearing at 6:05 p.m.

Bob Frisbie, 9720 Woodworth Ave., Gig Harbor

Mr. Frisbie voiced his concern with the addition of the WM zone. He felt that the parking requirements had controlled the development in WM and he wanted it to stay that way. He noted that he had submitted a letter to that effect. He also noted that he had noticed tonight that the amendment of 17.72.075 may not be intended to change WM.

Ms. Kester stated that the only portion of these amendments that would apply WM would be the allowance of an existing building to change use without requiring additional parking and the allowance of shared parking for uses which had peak usage at different times. She also noted that the extension of 100' to 500' would also affect WM.

Mr. Frisbie additionally wondered if there would be an enforcement issue. He then suggested sitting down with the City Administrator and the Mayor and break down the waterfront into areas and gather their gross income in order to actually see the affect of some of these changes.

Carl Halsan, P.O. Box 1472, Gig Harbor

He applauded the commission and staff for this suggested change to the code. He felt that this was an important change that will help the downtown. He noted that he had several projects that had left exclusively because of parking. He noted that as a resident he doesn't expect tons of parking downtown and knows that he may have to park further away. He urged the commission to pass it on to the City Council as soon as possible.

John Moist, 3323 Harborview Dr., Gig Harbor

Mr. Moist also commended the commission on their thoughtful insight, especially in considering expanding it into other zones. He thanked the commission for addressing this important yet controversial matter.

Bruce Gair, 9301 N Harborview Dr., Gig Harbor

Mr. Gair wondered where the parking was located and felt that this parking change was going to impact businesses. He noted that he had a sign that said we neither enforce nor endorse the 2 hour parking. He stated that the church now hates local businesses. There are not enough parking spaces or cooperation required to accomplish this. He said that he had talked to some elected officials who felt that perhaps they had over reacted. He didn't think that most of the marinas would be able to sacrifice parking.

Debra Ross, 8820 Franklin Ave., Gig Harbor

Ms. Ross stated that she owns 3411 Harborview Dr. and wanted to thank the commission and supported the amendments. She agreed with expanding the amendments to other zones besides DB.

Steve Lynn, 9014 Peacock Hill Ave. NW, Gig Harbor

He thanked the commission for adding tools to the tool belt and for providing this flexibility. He supported the amendments.

Commissioner Atkins closed the public hearing at 6:20 p.m.

### **WORK-STUDY SESSION**

Ms. Kester noted the written comments provided to the commission pointing out that Mr. Frisbie spoke tonight about his written comments and the other two comments received were in support. She then went over the language that she had provided.

17.72.020 was the expansion of the off-site, off-street distance to 500'

17.72.060 was the joint use provision and expansion of that to all nonresidential zones within the view basin. She noted the criteria for this provision.

17.72.075 was the provision for existing buildings to change use without adding additional parking and the expansion of this provision to other zones.

She noted that the provision for leasing marina parking to employees of other businesses was not part of this amendment but would be considered as part of the Shoreline Master Program update. Mr. Atkins said that he would like that noted in their recommendation to the City Council.

Mr. Pasin stated that he was glad to hear the support for this proposal and also voiced his support. He stated that he would like to have paragraph 17.72.075 have a note in the recommendation that suggests to the city council that they consider this provision for all zones within the city. Mr. Ekberg felt that our responsibility was to focus on the downtown area. Ms. Kester noted that there was no public hearing on that issue so it could be noted that it would have come back for the Planning Commission to consider. Mr. Atkins said that he didn't feel that the commission had thought that idea through and that their job here was to look at the downtown. Mr. Pasin still felt that the commission should ask them to consider the change.

Ms. Guernsey voiced concern with the language regarding restricting it to buildings built before January 1, 2012. Ms. Guernsey asked about a situation where a building was built on January 2, 2012 and what would happen then. She suggested that the language could perhaps be that a building had to have existed for a certain amount of time. Ms. Kester agreed that is another way to approach it, but wondered what would be the proper time frame. Mr. Dolan said that in Tacoma a similar regulation existed and they just stated that all buildings in existence in the implementation of the ordinance. He suggested perhaps using an either/or kind of language. Ms. Kester

wondered what time frame makes people feel that the building is part of the fabric of the downtown and should be maintained.

Mr. Moist stated that the design manual makes any building built today "Gig Harbor". He also posed the question as to whether the building would have to be occupied during the time. Everyone agreed it wasn't tied to occupied or not, it was about how long the building has been in existence.

Mr. Dolan suggested 3 years since a land use permit is good for 3 years. Mr. Coughlin said that we are trying to stimulate business downtown and what if someone can't fully occupy their building.

Mr. Lynn stated that by the time you get to occupancy business climates change and it's from the time you permitted not from occupancy.

Mr. Atkins stated that he wasn't sure they needed the date. Mr. Dolan felt that was a bad idea. Ms. Kester gave an example that someone built a 6000 sq ft building as industrial level one use and that would only require 6 parking stalls. Now they can make it a 6000 square foot restaurant without providing parking. She stated that this could create a significant parking problem.

Ms. Guernsey asked what other trigger point that we could tie it to. Ms. Kester said that we would have to ask the Building Official about possibly using a shell occupancy rather than individual tenant occupancy. Ms. Guernsey suggested using the January 1, 2012 or a building receiving a shell occupancy permit 3 yrs or more ago.

Mr. Frisbie suggested that a percentage could be used as to how much the parking regulations had changed.

Mr. Pasin felt that using the language regarding the shell occupancy was the way to go.

Mr. Coughlin stated that 3 year time frame favored someone with deep pockets who could afford waiting the 3 years.

Mr. Moist cautioned that too many exceptions will just require us to have to come back and have to discuss this again.

Mr. Pasin asked staff to find the appropriate term to have the final language for a modified recommendation on this ordinance at next meeting. Mr. Atkins agreed and asked that staff develop language.

**MOTION:** Move to ask staff to develop the language with the recommendations in the draft presented tonight and change the last section 17.72.075 so that after the words "existing after January 1, 2012" we add the words "or for which a shell occupancy permit had been issued at least 3 yrs previously". With that change these recommendations should go forward with a recommendation for approval to the City

Council and that Mr. Katich will work on language for the item #4 as part of the Shoreline Master Program. Guernsey/Coughlin -

**MOTION:** Move to amend the motion to ask the City Council to consider the amendment to 17.72.075 for all zones within the city. Pasin/Baldwin –

Ms. Guernsey voiced her concern with the amendment as she didn't want this to slow down the effort to help the parking downtown and she didn't see the problem with parking in other parts of the city. Mr. Ekberg said that this was about downtown.

Mr. Atkins made a friendly amendment to Mr. Pasins motion as he would like the commission to do more research on this issue rather than suggesting that they amend the current ordinance. Ms. Guernsey clarified that everyone was willing to examine it if the council wants us to but to not include it with these modifications. She felt that they should ask for that separately rather than including it with this ordinance. She stated that it could be in the memo to council asking them to direct the commission to look at other areas of the city. Mr. Pasin agreed that that was a good approach.

Mr. Pasin withdrew his amendment and it was decided to add a note to the memo to council.

The original motion passed unanimously.

A 5 minute break was called at 7:05 pm

Mr. Dolan went over the upcoming schedule. He stated that he was asking for the parking recommendation to come back to them at the first meeting in January and he didn't see a need for a second meeting on December.

Discussion was held on the Planning and Building committee meeting next Monday night. He stated that it has been requested by the Mayor that the Planning Commission and Planning and Building Committee delay the discussion on the continued review of downtown regulations until February because the Mayor is working on some proposed changes and a framework for those changes. Mr. Dolan noted that the chair of the Planning and Building Committee had concurred with the Mayor's request. It was noted that the Council committees change at the beginning of the year. Mr. Atkins stated that it will be good to have the meeting with the members who will be on the committee in 2012.

He noted that the Planning and Building Committee will be discussing a text amendment for setbacks in waterfront districts. They will be assigning that text amendment to the commission in January. The committee will be asking the council to amend the commission's work program to accommodate the amendment. Mr. Dolan stated that the Commission was going to be working on the interim ordinance for cannabis collective gardens and making that permanent or modifying it. He stated that the City Attorney had identified that the interim regulations were only approved for 9

months and they can run for a year, so she is going to suggest that the council extend it another 3 months in order to see what other jurisdictions are doing.

He noted that one of the other issues is that the Peninsula School District has proposed to move the community inclusion program where they teach disabled students life and job skills into an area zoned B-2 and it doesn't allow schools of any kind. Mr. Dolan continued by saying that a text amendment may be coming their way and the Planning and Building Committee may be asking for direct consideration of this matter. Discussion was held on why schools were not added as a permitted use in the B-2. Ms. Kester noted that they are waiting to see if the school district wanted to have it outright permitted or as a conditional use. Everyone agreed that the recommendation should be that it be a conditional use and that all schools be included and then they would agree to the direct consideration.

Ms. Kester also noted that there is a group of housekeeping changes that will be going before the Planning and Building Committee and then staff will bring that to the commission to see if they want to review it or have it go to direct consideration.

Mr. Atkins noted that tonight was Ms. Guernsey's last night as she has been elected to the City Council and thanked her for her dedicated service to the Planning Commission. She thanked everyone and expressed how much she had learned.

#### **ADJOURNMENT**

**MOTION:** Move to adjourn at 7:40 p.m. - Guernsey/ Coughlin – Motion carried.



## Dennis D. Reynolds Law Office

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206.780.6777 206.780.6865 fax www.ddrlaw.com

March 8, 2012

By Email (TowsleeM@cityofgigharbor.net) Only

City Council

City of Gig Harbor

Attn: Molly Towslee, City Clerk

3510 Grandview Street

Gig Harbor, WA 98335

Re: Downtown Parking Amendments (PL-Zone-12-0001)  
(Interim Ordinance No. 1208)

Dear Council Members:

I have been asked to submit a comment letter on behalf of Gig Harbor Marina, Inc. ("GHM") on the proposed amendment to the City of Gig Harbor's downtown parking regulations. GHM owns a marina and other commercial buildings within the Waterfront Millville District ("WM"). It is respectfully submitted that the City Council pull this matter from the Consent Agenda, re-look at the situation, and upon reasoned reflection, include WM in the new regulations.

The City Council should adopt the recommendation of the Planning Commission to expand and make permanent Interim Ordinance No. 1208. This ordinance allows existing buildings to change uses without triggering additional parking requirements, provided the shell of the existing building is maintained. In addition, the Interim Ordinance allows for off-street, off-site parking lots under certain circumstances, and allowance that required parking spaces can be shared between several different uses provided those uses include both daytime and nighttime peak uses. Interim Ordinance No. 1208 (and the Planning Commission's recommendation) is to apply the proposed change to all of the downtown, including the Business, Waterfront Commercial, Waterfront Millville, General Business, Commercial and Residential Districts.

At the first reading of the permanent ordinance on February 13, 2012, the Council directed Staff to remove Waterfront Millville from the provisions which allow existing buildings to change uses without triggering additional parking requirements. With due respect, this position is not reasonable, is in fact arbitrary, and accomplishes no appropriate public purpose. Further, it would have negative impacts on the existing and future development of GHM's properties. For reasons set out herein, because water dependent or water related, such development benefits the Gig Harbor community.

As you probably know, GHM has just completed the Bayview Building which is rented to a marine supplier. This use provides a substantial benefit to the boating community. In addition, GHM is considering creating a fuel dock which would, again, benefit the entire boating community, both Gig Harbor residents and transients. Its current plans are to develop two more commercial structures which would benefit the general community, a 3,500 square foot building

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and a 1,600 square foot building. Parking is required to service these future developments and uses.

According differential treatment to the Waterfront Millville Zone is both inconsistent with the Comprehensive Plan and Zoning Code but also violates Goal 6 of the Growth Management(RCW 36.70A.020) . It also violates constitutional standards which prohibit spot zoning. Here, the spot zoning is by omission instead of inclusion. Finally, it simply is not fair, right, or necessary.

My client's architect, Mr. Miles Yanick, confirms that there is sufficient parking to service all existing and future uses. *See* enclosure.<sup>1</sup> However, it aids development and current use to have reasonable flexibility, such as allowed by the Interim Ordinance. Shared parking areas are encouraged in the Draft Shoreline Master Program pending before the Council. *See* Draft, Section 7.20.

In its response to the City Council dated February 27, 2012, Staff acknowledges that the City's parking requirements have effectively controlled development in the WM Zone and some believe that is a good result. But enough is enough. The City enacted regulations for GHM's marina and related commercial operations operation in the past which have resulted in a significant amount of space that is not used. GHM pointed out to the City at the time that its parking requirements for WM would not match reality or actual need. The City ignored these pleas.

Currently, my client has 87 parking spaces. With rare occasion for the busiest summer weekends, the parking is never close to fully utilized. The normal situation is a "ghost lot," at most, much less than one-half full. It is nonsensical to have a significant amount of unused parking, yet be concerned that there will be "overflow to neighborhoods" such to treat WM differently in the proposed parking standards. These generalized fears to not accord with the actual facts and circumstances.

I will not address unarticulated concerns relating to "views" from City streets because this element is already addressed by existing shoreline regulations and policies.

Turning to the Zoning Code and the Comprehensive Plan, the Zoning Code states as follows regarding the intent of the Waterfront Millville Zoning District:

*17.48.010 Intent.*

*It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an*

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<sup>1</sup> The enclosure references "side tie" space, but there is no requirement in the City Code to provide parking for this transient use.



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*emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (Ord. 598 § 2, 1991).*

The Comprehensive Plan has strong policies to encourage mixed use on the Gig Harbor waterfront and to promote existing businesses, particularly small businesses, which the Zoning Code implements through the WM designation:

**GOAL 9.2: MIXED USE WATERFRONT.**

*Retain a mixed use waterfront including those fishing, boating, tourist and residential uses which provide the shoreline unique appeal.*

\* \* \*

**9.2.4. Commercial uses.** *Encourage development of water-oriented commercial uses in waterfront locations which can be provided adequate and unobtrusive supporting services and improvements, including parking. Require commercial developments to provide public facilities and access to shoreline beaches, docks, walkways, and other facilities including views and vistas.*

\* \* \*

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

\* \* \*

*5. Plan for sufficient economic growth and development to ensure an appropriate balance of land uses which will produce a sound financial posture given the fiscal/economic costs and benefits derived from different land uses.*

\* \* \*

**GOAL 6.2: INCREASE LOCAL ECONOMIC OPPORTUNITIES**

*Support local business development efforts and property investment projects and programs, and protect local economic opportunities. Provide for an increasing home-based business sector as more citizens rely upon this manner of livelihood as either their supplemental or primary economic means.*

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**6.2.1. Small business development.** *Encourage local business development opportunities, particularly for small start-up business concerns which may be owned by or employ local residents. Promote the local use of special small business financing and management assistance programs. Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.*

By excluding WM from the new legislation, there are obvious conflicts, both with the comprehensive plan and internally within the City Code. A variety of uses, or water dependent or water related uses, cannot be provided without the flexibility afforded other property owners.

Based upon the actual facts and circumstances, eschewing speculation, the City's action to exclude WM would likely be found to be discriminatory. GMA Goal No. 6 provides, "Private property shall not be taken for public use without just compensation having been made," and, "The property rights of landowners shall be protected from arbitrary and discriminatory actions." RCW 36.70A.020(6). In *Abenroth v. Skagit County*, WWGMHB No. 97-2-0060c, Final Decision and Order (1998), the Board stated that, "Any land use changes or impacts should be based on evidence in the record and on sound reasoning, and should treat similarly situated properties similarly to meet this second part of the property rights goal."

The Boards separately analyze whether a regulation is "discriminatory." The terms involve actions that single out a particular person or class of persons for different treatment without a rational basis upon which to make the segregation. The question is whether municipal action "unduly burdens or unfairly impacts a single group without rationale." *E.g., The McNaughton Group, LLC v. Snohomish County*, WWGMHB No. 06-3-0027, Final Decision and Order (2007).

Singling out a property owner or class of owners is, by definition, arbitrary and unreasonable, as well as discriminatory. *E.g., Narrowsview Preservation Association v. City of Tacoma*, 84 Wn.2d 416 (1974) ("We have recently stated that illegal spot zoning is arbitrary and unreasonable zoning action by which a smaller area is singled out of a larger area or district and specially zoned for use classification totally different from and inconsistent with the classification of the surrounding land, not in accordance with a comprehensive plan").

According to Richard Settle in *Washington Land Use and Environmental Law and Practice*, the issue with spot zoning is not the differential regulation of adjacent land but the lack of public interest justification for such discrimination. Where differential zoning bears no rational relationship to promoting legitimate public interest, it is "arbitrary and capricious" and hence "spot zoning."

It is also instructive to consider Professor Settle's observation that the term "spot zoning" is not really a distinct legal doctrine, but is a "misleading term for the application of the

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constitutional requirements of equal protection and substantive due process.” See Settle at section 2.11(c). Courts will overturn a rezone if it grants a “discriminatory benefit to one or a group of owners to the detriment of their neighbors or the community at large without adequate public advantage or justification. . . .” *Bassani v. County Commissioners*, 70 Wn. App. 389 (1993).

Given Professor Settle’s statement that characterizes “spot zoning” as a violation of equal protection, the City’s proposed parking legislation which does not apply equally to similarly situated properties along the waterfront – excluding only the WM zone – would likely be invalidated. The singling out of the WM zone from a larger area and excluding it from benefits extended to properties within surrounding zones is a classic type of discriminatory “spot zoning.”

Finally, relying solely on community opposition and/or the use of pretext to justify a regulation is arbitrary and unreasonable. See *Sunderland Family Treatment Services v. Pasco*, 127 Wn.2d 782, 797 (1995) (“the City’s denial appears to rest upon neighborhood opposition. At least one planning commissioner and one city council member so stated. While the opposition of the community may be given substantial weight, it cannot alone justify a local land use decision”); see also *Yick Wo v. Hopkins*, 118 U.S. 356, (1886) (regulation cannot legally be used as a pretext or ruse to subvert or to injuriously restrain rights).

Here, the City alleges that property within the WM zone should not enjoy the same parking requirements as similarly situated zones in the waterfront area due to the number of residential structures and “potential impacts” on historic neighborhoods. Yet, the record indicates that these justifications are mere pretext to once again restrict development and use in the WM zone without justification. Further, the actual facts and circumstances show more than adequate parking for GHM’s existing and proposed uses. Action in derogation of the actual facts and circumstances is *per se* arbitrary.

I will be in attendance at the Council’s scheduled meeting on Monday, March 12, 2012, if there are any questions. Thank you for your kind attention to these comments.

Very truly yours,

DENNIS D. REYNOLDS LAW OFFICE



Dennis D. Reynolds

Enclosure

cc: Gig Harbor Marina, Inc. (by email) (w/encl.)

DDR/cr

**Arabellas landing, Bayview Marina and related facilities**  
Zoning: Waterfront Millville  
Parking requirement analysis per GOGH 17.72 & 17.48

3/8/12

**ARABELLAS LANDING**                      Parking Required

Number of Moorage slips 45' and longer (1 space per slip)      34                      34

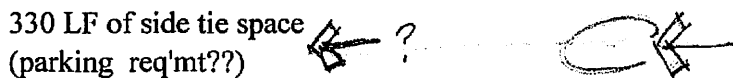
Number of slips less than 45' (1 parking space for each 2 slips)      9                      5



**BAYVIEW MARINA**

Number of Moorage slips 45' and longer ( 1 parking space per slip)      0

Number of slips less than 45' ( 1 parking space for each 2 slips)      18                      9



**Total marina moorage parking required**    **48**

**ON SITE STRUCTURES**

**Bayview Building**    12  
1 parking space fore each 300 GSF  
3,384 GSF/ 300 = 11.28

**Existing Duplex**    4  
2 parking spaces per dwelling unit

Arabellas/Bayview Marina office 300 GSF ±	1
Waterfront storage shed	0
Existing historic residence	2
New 3,500 GSF building (1 space / ea 300 GSF)	12
Total ancillary building parking requirement	31
Grand total parking requirement	79

ADDITIONAL 1,600<sup>±</sup> BLDG  
@ 1 SPACE/320<sup>±</sup>

4

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85 TOTAL REQ'D

87 EXISTING.



Business of the City Council  
City of Gig Harbor, WA

**Subject: Second Reading of Ordinance Amending Chapter 2.50 of the GHMC, Revising Parks Commission name, ending term limits and amending the Bylaws**

**Proposed Council Action:** Adopt Ordinance No. 1232 amending 2.50 of the GHMC to change the commission name to "Gig Harbor Parks Commission", to remove the two-term limit, and to add language to allow a commissioner to be removed after three consecutive, unexcused absences.

**Dept. Origin:** Administration

**Prepared by:** Molly Towslee, City Clerk *MT*

**For Agenda of:** March 12, 2012

**Exhibits:** Draft Ordinance / Bylaws

Initial & Date

**Concurred by Mayor:** *CH 2/28/12*

**Approved by City Administrator:** *Rok*

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

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

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

**INFORMATION / BACKGROUND**

The Commissioners would like the name of to be "The City of Gig Harbor Parks Commission," rather than "Friends of the Parks." They also wish to remove the current two-term limit to allow commissioners to serve longer. The last request is to add language to the bylaws so that a member could be removed from the commission after three consecutive, unexcused absences.

These amendments were presented to City Council during a Staff Report on February 13th and for a first reading of an ordinance on February 27, 2012.

**FISCAL CONSIDERATION:** None.

**BOARD OR COMMITTEE RECOMMENDATION:** See above.

**RECOMMENDATION / MOTION**

**Move to:** Adopt Ordinance No. 1232 amending 2.50 of the GHMC to change the commission name to "Gig Harbor Parks Commission", to remove the two-term limit, and to add language to allow a commissioner to be removed after three consecutive, unexcused absences.

ORDINANCE NO. 1232

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PARKS COMMISSION; AMENDING CHAPTER 2.50 OF THE GIG HARBOR MUNICIPAL CODE TO CHANGE THE NAME OF THE PARKS COMMISSION AND TO REMOVE TERM LIMITS; AMENDING THE BYLAWS TO ADDRESS UNEXCUSED ABSENSES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, the City Council of the City of Gig Harbor, Washington established a City of Gig Harbor Friends of the Parks Commission on May 23, 2005; and

WHEREAS, at their January 4, 2012 meeting, the Commissioners voted unanimously to change the name of the commission to "The City of Gig Harbor Parks Commission," to remove the current two-term limit, and to add language to the bylaws so that a member could be removed from the Commission after three consecutive, unexcused absences; and

WHEREAS, the recommendation for these changes was presented to City Council at their regular meeting of February 13, 2012; and

WHEREAS, the City Council held a first reading of this Ordinance on February 27, 2012; NOW, THEREFORE,

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

Section 1. Chapter 2.50 of the Gig Harbor Municipal Code is hereby amended as follows:

**CHAPTER 2.50 PARKS COMMISSION**

Sections:

- 2.50.010 ~~Friends of the Parks Commission Established.~~
- 2.50.020 Organization
- 2.50.030 Rules of Procedure.

...

**2.50.010 ~~Friends of the Parks Commission Established.~~**

A. The City of Gig Harbor ~~Friends of the Parks Commission,~~ consisting of five members, appointed by a vote of the majority of the City Council, is hereby established.

B. The purpose of the ~~Friends of the Parks~~ Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council.

C. Commission members shall initially be selected for staggered terms. Three commissioners or their successors will serve a one, two or three year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31<sup>st</sup> and all successive terms shall commence on April 1<sup>st</sup>. ~~No member shall serve more than two consecutive full terms of office, unless the vacancy cannot be filled by a new applicant. (This appears in GHMC Section 2.49.010 for Arts Commission.)~~

D. Commission Appointments.

1. Appointments to the ~~Friends of the Parks~~ Commission will be by the City Council during a regularly scheduled meeting. Each member of the Commission shall be a resident of the City of Gig Harbor at the time of appointment and throughout her or his time in office.

2. The Council shall seek the advice and input of the Commission prior to making any Commission appointments.

E. Vacancies occurring other than through the expiration of terms shall be filled by the Council, in consultation with the ~~Friends of the Parks~~ Commission, within 90 days of the vacancy, for the unexpired term.

F. Members may be removed by the City Council for any reason.

**2.50.020 Organization.** The Commission shall elect its own Chairperson and Vice-Chairperson. The Vice-Chairperson shall preside in the absence of the chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Commission. The Commission shall hold at least two regular meetings each year.

**2.50.030 Rules of Procedure.** The Commission shall utilize Roberts Rules of Order for the transaction of business, and shall keep a written record of its meetings, attendance, resolutions, transactions, findings and determinations, which shall be a public record consistent with all City Council authorized by-laws for the ~~Friends of the Parks~~ Commission. The rules shall provide that all commission meetings shall be open to the public and that notice of meetings shall comply with the City's code and the Open Public Meetings Act (Chapter 42.30 RCW), to the extent that the



proceedings are subject to the Act. The commission members must comply with Chapter 42.23 RCW on conflicts of interest.

...

Section 2. Bylaws - Amended. The Bylaws of the Parks Commission of the City of Gig Harbor are hereby amended as set forth on Exhibit A attached hereto and incorporated into this Ordinance by reference.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 12th day of March, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
STEVEN K. EKBERG, MAYOR PRO TEM

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 02/22/12  
PASSED BY THE CITY COUNCIL: 03/12/12  
PUBLISHED: 03/14/12  
EFFECTIVE DATE: 03/19/12  
ORDINANCE NO: 1232

**EXHIBIT A**

**BYLAWS OF THE FRIENDS OF THE PARKS  
COMMISSION OF THE CITY OF GIG HARBOR**

**ARTICLE I  
ORGANIZATION OF THE COMMISSION**

1. A new Chairperson and Vice Chairperson shall be selected by and from the members of the Commission at the beginning of each term, or as soon thereafter as feasible.
2. In the event of the resignation of the Chairperson, the Vice-Chairperson shall assume the office of Interim Chairperson until the Commission elects a new chairperson. In the event of the resignation of the Vice-Chairperson the Commission shall expeditiously appoint a new officer to fill the position. In the absence of the Chairperson, the Vice-Chairperson shall conduct the meeting.
3. The Chairperson shall preside at all Commission meetings and have the powers generally assigned such office in conducting the meetings. It shall be the Chairperson's duty to see that the transaction of Commission business is in accord with law and with these Bylaws.
4. The Director of Operations, or a designee, shall serve as Executive Secretary of the Commission. The Executive Secretary shall keep the minutes of all regular, recessed and special meetings of the Commission; such minutes shall be approved by the Commission. The Executive Secretary shall give notice of all regular and special meetings to ~~Friends of The~~ the Parks Commission members, shall prepare the agenda of regular and special meetings, and shall serve notice of all meetings and public hearings through the City Clerk or Assistant City Clerk. The City Clerk or Assistant City Clerk shall maintain a file of all studies, plans, reports, recommendations and official records of the Commission.
5. In the event a member has three consecutive, unexcused absences, the Chairperson of the Parks Commission shall refer the matter to the City Council to consider whether the member should be removed from the Parks Commission.

**ARTICLE II**  
**MEETINGS**

1. Special meetings of the Commission may be called by the Chairperson and must be called upon written request of any three members of the Commission. Written notice of such a meeting and its purpose shall be given to all members not less than twenty-four hours in advance thereof, and the same notice shall be posted in City and at the city's regular posting locations and on the city website.
2. Any regular meeting may be recessed to a definite time and place by a majority vote of the Parks and Recreation Commission members present at the meeting.
3. To provide a fair and efficient forum for the conduct of business at ~~Friends of the Parks~~ Commission meetings, meeting will be conducted in accordance with Robert's Rules of Order, and shall include the following rules:
  - a. No person shall address the Commission without first obtaining recognition from the Chairperson.
  - b. The order of business shall be as prescribed on the agenda. Changes to the agenda order shall be approved by majority vote of Commissioners present.
  - c. In instances where a written staff report has been prepared, the staff representative upon recognition by the Chairperson shall present the report for the record.
  - d. Following the presentation of the staff report the Commission shall be afforded to question the staff regarding the material in the report.
  - e. After questioning of the staff is completed the Chairperson may recognize the applicant or proponent of that item of business to speak. Following the proponents remarks, any other person wishing to speak on the matter may be recognized by the chairperson.
  - f. Once any person has spoken in regard to a specific matter before the Commission, he/she shall not be recognized to speak again until all persons wishing to speak have been given the first opportunity to do so.

- g. Following the presentation by each speaker, the ~~Friends of The~~ Parks Commission shall be afforded the opportunity to question the speaker regarding the information presented by the speaker.

**ARTICLE III**  
**VOTING AND ACTIONS OF THE COMMISSION**

1. At all meetings of the Commission, each member shall have one vote on each motion. The Chairperson shall have one vote and shall enjoy the same opportunity to vote as afforded to all other Commission members. Voting shall be by a simple majority. There shall be no voting by proxy. No matter may be voted upon unless the matter has been discussed at a previous meeting of the Commission.
2. Each formal action of the Commission shall be written in a formal motion which will be entered verbatim into the Minutes. The Chairperson shall, at the Chairperson's discretion or at the request of any Commission member, read the motion before the motion is voted on, as provided for in Section 1 above.

**ARTICLE IV**  
**COMMITTEES**

1. The ~~Friends of the~~ Parks Commission may establish from time to time such standing or special committees as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of a maximum of four members. Each special committee shall consist of a minimum of four members, the members can not be a current commissioner, and all members of the commission shall be residents of the City of Gig Harbor at the time of appointment and throughout their time in office. No standing or special committee shall have the power to commit the ~~Friends of The~~ Parks Commission to the endorsement of any plan or program without its submission to, and the approval of, the body of the Commission.

**ARTICLE V**  
**AMENDMENTS**

1. These Bylaws may be amended, from time to time, at the discretion the City Council. The commission may recommend revisions to the by-laws subsequent any regular ~~March or September~~ meeting.

**CERTIFICATION**

The undersigned Secretary of the City of Gig Harbor ~~Friends of The~~ Parks Commission does hereby certify that the above and foregoing Bylaws

have been duly adopted by the members of said Commission as the Bylaws of said Commission, said Bylaws having been adopted on \_\_\_\_\_, ~~2005-2012.~~

\_\_\_\_\_  
Secretary of City of Gig Harbor  
Friends of the City of Gig Harbor Parks Commission



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Second Reading of Ordinance  
Adding Schools and Churches in the B-2  
Zoning District

**Proposed Council Action:** Move to adopt  
ordinance

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** March 12, 2012

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:**

CKH 2/28/12

**Approved by City Administrator:**

RJK

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

VIA EMAIL

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

JD 2/28/12

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

**INFORMATION / BACKGROUND**

Enclosed for your consideration is a proposed zoning code text amendment which would amend the land use matrix to allow schools and churches as conditional uses in the General Business (B-2) zoning district. Specifically, primary schools, secondary schools, higher educational schools, vocational/trade schools and houses of religious worship, would become conditional uses in the B-2 district if the proposed ordinance is adopted.

This amendment was initiated by the City Council at your January 9, 2012 meeting. The Peninsula School District had requested that schools be added to the B-2 zone. In addition, it was discovered that churches were inadvertently left out of that zone. Staff recommended a text amendment for both and asked if Council would be willing to sponsor the amendment. The Council concurred with that request.

The subject uses are proposed to be allowed as a conditional use. A conditional use permit determines if a use because of its unusual size, infrequent occurrence, special requirements, possible safety hazards or detrimental effect on surrounding properties requires additional conditions of approval to mitigate the impacts of that use back to the level of impact of permitted uses. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice of the hearing provided to neighboring property owners.

**APPLICABLE CODES AND POLICIES:**

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The general criteria for approval of a zoning text amendment are whether the proposed

amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The City Council may hold a public hearing on development regulation amendments without forwarding the amendment to the Planning Commission for review (GHMC 19.01.005(C)). This process is informally called "direct consideration."

**Comprehensive Plan:**

The City's Comprehensive Plan includes the following policies which support the amendments:

**2.3.5. Public Schools and Education**

*a) Coordinate with the Peninsula School District in a joint-planning process to consider capital facilities needs and requirements for school development and expansion, school site location decisions, joint use of playgrounds/recreational facilities, development of facility siting criteria and the development of a common data base for sharing.*

**Municipal Code:**

Chapter 17.04, Definitions, of the Zoning Code includes the following definitions:

**17.04.696 Religious worship, house of.**

*"House of religious worship" means a structure or structures of which the principal purpose is religious worship and for which the principal building or other structure contains a sanctuary or principal place of worship. Included within this definition is the term "church", and accessory uses in separate buildings or structures including religious educational classrooms, assembly rooms, kitchen, library room or reading room, recreation hall and one single-family dwelling unit, but excluding facilities for residence or for training of religious orders.*

**17.04.716 School, higher educational.**

*"Higher educational school" means a public or private postsecondary educational facility.*

**17.04.717 School, primary.**

*"Primary school" means a public or private Washington State approved K – 8 school, including accessory playgrounds and athletic fields.*

**17.04.718 School, secondary.**

*"Secondary school" means a public or private Washington State approved 9 – 12 school, including athletic fields.*

**17.04.719 School, vocational/trade.**

*"Vocational/trade school" means a public or private educational facility teaching skills that prepare students for jobs in a trade or occupation.*

**FISCAL CONSIDERATION**

None.

**SEPA DETERMINATION**

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed ordinance on February 8, 2012.

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee reviewed the amendment to allow schools in the B-2 zoning district at their December 5th, 2011 meeting and recommended direct consideration by the Council. At their February 2, 2012 meeting, the Planning Commission reviewed the Council's request to allow schools and churches as conditional uses in the B-2 zoning district and had no objection to direct consideration.

**RECOMMENDATION / MOTION**

Move to adopt ordinance.



ORDINANCE NO. 1233

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; ALLOWING HOUSES OF RELIGIOUS WORSHIP, PRIMARY SCHOOLS, SECONDARY SCHOOLS, HIGHER EDUCATIONAL SCHOOLS, AND VOCATIONAL SCHOOLS AS CONDITIONAL USES IN THE GENERAL BUSINESS DISTRICT (B-2), AMENDING SECTION 17.14.020 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

---

WHEREAS, currently, houses of religious worship and schools are not permitted or conditionally permitted in the General Business District (B-2); and

WHEREAS, the intent of the General Business District (B-2) is to provide areas that offer a wide range of consumer goods and services; and

WHEREAS, houses of religious worship and schools are permitted or conditionally permitted in these other mixed-use/commercial zones: Residential and Business Districts (RB-1 and RB-2), Downtown Business District (DB), Neighborhood Commercial District (B-1), Commercial District (C-1), and Planned Community Development Commercial (PCD-C); and

WHEREAS, the City desires to allow houses of religious worship and schools in the B-2 zoning district because the normal activities of these could be found consistent with the intent of this zone and compatible with adjacent business and commercial uses through the conditional use permit process; and

WHEREAS, the City desires to require conditional use permits for houses of religious worship and schools so that the City can determine if these uses are compatible with a specific site and intent of the zone through criteria of approval, a public hearing process and imposed conditions; and

WHEREAS, the proposed text amendments are consistent with the following policy in the Comprehensive Plan:

**2.3.5. Public Schools and Education**

*a) Coordinate with the Peninsula School District in a joint-planning process to consider capital facilities needs and requirements for school development and expansion, school site location decisions, joint use of playgrounds/recreational facilities, development of facility siting criteria and the development of a common data base for sharing.*

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on January 13,

2012, pursuant to RCW 36.70A.106, and was granted expedited review on February 8, 2012; and

WHEREAS, the City’s SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on February 8, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on February 27, 2012; and

WHEREAS, on March 12, 2012, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

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

**17.14.020 Land use matrix**

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WMI	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	P	P	P	-	P <sup>14</sup>	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	P	P	P	-	P <sup>14</sup>	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	C <sup>17</sup>	P	-	P <sup>14</sup>	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	C <sup>17</sup>	P	-	P <sup>14</sup>	P
Dwelling, multiple-family	-	-	-	-	P	P <sup>6</sup>	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	-	-	-	P <sup>14</sup>	P
Accessory apartment <sup>1</sup>	-	C	P	-	P	-	C	C	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	-	P	-	P <sup>14</sup>	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Home occupation <sup>2</sup>	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C <sup>22</sup>	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
School, primary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	-	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	-	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	C	C	P	-	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	C	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P <sup>5</sup>	C	P <sup>5</sup>	C	C	C	C	P	C	C	P	C	-	-	-	C	-	P/C <sup>15</sup>
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	C	-	C <sup>21</sup>	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	-	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Electric Vehicle Charging Station <sup>26</sup>	P	P <sup>27</sup>	P <sup>27</sup>	P <sup>27</sup>	P <sup>27</sup>	P <sup>27</sup>	P <sup>27</sup>	P	P	P	P	P	P	P	P <sup>27</sup>	P <sup>27</sup>	P	P	P	P
Rapid Charging Station <sup>28</sup>	P	-	-	-	P <sup>29</sup>	P <sup>29</sup>	-	P <sup>29</sup>	P	P	P	P	P	P	-	-	P	P	P	P <sup>29</sup>
Battery Exchange Station	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P <sup>16</sup>
Sales, level 1	-	-	-	-	-	-	C <sup>7,8</sup>	-	P	P	P	P	P	C <sup>23</sup>	-	-	P	C <sup>24</sup>	P <sup>13</sup>	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C <sup>23</sup>	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P <sup>10</sup>	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C <sup>19</sup>	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P <sup>9</sup>	-	P	P	-	P	-	-	-	P	-	P
Kenel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility <sup>3</sup>	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C <sup>8</sup>	P	P	P	P	P	P	P	-	C <sup>12</sup>	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	-	P	C <sup>24</sup>	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	-	P	C <sup>24</sup>	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C <sup>23</sup>	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	C	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P <sup>11</sup>	C	-	-	-
Wireless communication facility <sup>4</sup>	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

- <sup>1</sup> Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.
- <sup>2</sup> Home occupations are subject to Chapter 17.84 GHMC.
- <sup>3</sup> Adult entertainment facilities are subject to Chapter 17.58 GHMC.
- <sup>4</sup> Wireless communication facilities are subject to Chapter 17.61 GHMC.
- <sup>5</sup> Houses of religious worship shall be limited to parcels not greater than 5 acres.
- <sup>6</sup> Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.
- <sup>7</sup> Sales, level 1 uses shall be limited to food stores in the RB-1 district.
- <sup>8</sup> See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.
- <sup>9</sup> Animal clinics shall have all activities conducted indoors in the DB district.
- <sup>10</sup> Drive-in theaters are not permitted in the B-2 district.
- <sup>11</sup> Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.
- <sup>12</sup> Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.
- <sup>13</sup> Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.
- <sup>14</sup> Residential uses shall be located above a permitted business or commercial use.
- <sup>15</sup> Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.
- <sup>16</sup> Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.
- <sup>17</sup> Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.
- <sup>18</sup> Planned unit developments (PUDs) are conditionally permitted in the ED district.
- <sup>19</sup> Commercial parking lots in the WC district shall be related to shoreline uses.
- <sup>20</sup> Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.
- <sup>21</sup> Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.
- <sup>22</sup> Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.
- <sup>23</sup> See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.
- <sup>24</sup> See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.
- <sup>25</sup> Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).
- <sup>26</sup> Level 1 and Level 2 charging only.
- <sup>27</sup> Electric vehicle charging stations, level 1 and level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.
- <sup>28</sup> The term "Rapid" is used interchangeably with Level 3 and Fast Charging.
- <sup>29</sup> Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.

**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 12th day of March, 2012.

CITY OF GIG HARBOR

---

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

---

Angela S. Belbeck

FILED WITH THE CITY CLERK: 02/22/12  
PASSED BY THE CITY COUNCIL: 03/12/12  
PUBLISHED: 03/14/12  
EFFECTIVE DATE: 03/19/12  
ORDINANCE NO: 1233



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Department of Ecology Municipal Stormwater Capacity Grant Amendment

**Proposed Council Action:** Authorize the Mayor to execute the FY2012 Phase II Stormwater Capacity Grant Amendment that increases the funding by the amount of \$50,000 and extends the expiration date of the Stormwater Capacity Grant to June 30, 2013.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak, PE  
City Engineer

**For Agenda of:** March 12, 2012

**Exhibits:** Amendment with Cover Letter  
"A" Grant Expenditures

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** fgk

**Approved as to form by City Atty:** Approved 3/6/12

**Approved by Finance Director:** 3/7/12

**Approved by Department Head:** 3/6/12

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

The Stormwater Capacity Grant Agreement between City of Gig Harbor and State of Washington Department of Ecology provides \$89,878 no-match funding for equipment, staff training, public education and outreach activities, efforts to control construction runoff, pollution prevention and maintenance activities, annual reporting, and stormwater monitoring plan development among other efforts to comply with the NPDES Stormwater Permit requirements. Department of Ecology Municipal Stormwater Capacity Grant Amendment will increase the no-match funding by \$50,000 and will extend the grant expiration date from June 30, 2012 to June 30, 2013.

**FISCAL CONSIDERATION**

The Stormwater Capacity Grant Amendment provides an additional \$50,000 funding toward the City's efforts to meet future permit requirements of the City's NPDES Phase II General Stormwater Permit. The revised total grant available to the City is \$109,685.68. The attached schedule reflects a comprehensive summary of approved stormwater expenses that were paid by the grant and an anticipated expenditure summary of future expenses.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the execution of the Stormwater Capacity Grant Amendment that will provide \$50,000 funding toward the City's efforts to meet future permit requirements of the City's NPDES Phase II General Stormwater Permit.



FEB 27 2012

CITY OF GIG HARBOR  
ENGINEERING

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

February 22, 2012

Wayne Matthews  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: **City of Gig Harbor Municipal Stormwater Capacity Grant Amendment  
Local Toxics Control Account  
Grant No. G1100048 FY 12 Funding Cycle**

Dear Mr. Matthews:

Enclosed are three unsigned copies of the above-referenced amendment between the Department of Ecology and City of Gig Harbor for the Municipal Stormwater Capacity Grant project.

Please carefully review the grant agreement including the project scope of work, budget, and special conditions. If all is acceptable, have the designated representatives sign the enclosed three originals of the grant agreement, and then return all three to me. One fully-executed original will be returned to you after signature by our Program Manager.

This agreement will be final upon the date of signature by the Water Quality Program Manager. Once signed, eligible costs incurred since July 1, 2011 may be reimbursed.

If you have any questions, please call me at (360) 407-7039.

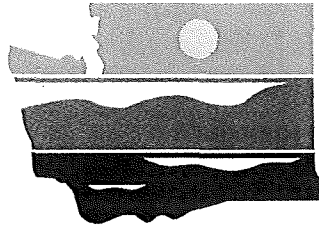
Sincerely,

Tracy Farrell  
Grant Financial Manager  
Water Quality Program

Enclosures







DEPARTMENT OF  
**ECOLOGY**  
State of Washington

AMENDMENT NO. 1  
TO GRANT AGREEMENT NO. G1100048  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF GIG HARBOR

PURPOSE: To amend the above-referenced grant agreement between the Department of Ecology [DEPARTMENT] and City of Gig Harbor [RECIPIENT] for the Municipal Stormwater Capacity Grant Project. This amendment is needed to increase the budget for Phase II community NPDES Permit Activities by \$50,000 and extend the expiration date of the grant agreement.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

**PART I. GENERAL INFORMATION**

1. The general information shall be modified as follows:
  - a. The expiration date is extended from June 30, 2012 to **June 30, 2013**.

**PART IV. PROJECT BUDGET**

1. The project budget shall be modified as followed:

	Current Budget Element Cost	Revised Budget Element Cost
Element No.		
Task 1 – Project Administration/Management (limited to 10% of total)	\$ 0	\$ 5,000
Task 2 – Implementation and management of Stormwater Program	\$ 89,878	\$ 134,878
Project Totals	\$ 89,878	\$ 139,878

FURTHER, this amendment shall be effective upon the date of signature by the Water Quality Program Manager of the DEPARTMENT.

**City of Gig Harbor**  
**Amendment to Grant Agreement G1100048**  
**Page 2**

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF GIG HARBOR

\_\_\_\_\_  
KELLY SUSEWIND, P.E., P.G.      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
CHARLES L. HUNTER      DATE  
MAYOR

APPROVED AS TO FORM ONLY  
ASSISTANT ATTORNEY GENERAL

'A' Grant Expenditures

<b>\$89,878 Stormwater Capacity Grant with \$50,000 Amendment - Itemized Expenditures</b>		
<b>Expenditures</b>	<b>Partial Description</b>	<b>Approved Funding Allocation</b>
Public Outreach and Education	Yard Care Workshops, Spill Hotline Ads, Survey, Signs	\$6,626.28
Storm Infrastructure Management	Scanner, Laptops, Software Support, Documentation	\$13,359.59
Stormwater Maintenance Equipment	Generator, Air Blower, Air Tester, Nozzle, Skid Steer Tracs	\$10,006.45
Staff Training	Erosion Control	\$200.00
For Period 2/11/2011 to 12/19/2011 - Total Approved Funding		<b>\$30,192.32</b>
<b>Anticipated Expenditures</b>	<b>Partial Description</b>	<b>Estimated Funding Allocation</b>
New Permit Requirements	Integrating Low Impact Development Standards into GHMC	\$60,000.00
Public Outreach and Education	Yard Care Workshops, Educational Campaign, Signs and Ads	\$10,000.00
Storm Infrastructure Management	GIS and GPS Support, Software Support, Documentation	\$16,000.00
Stormwater Maintenance Equipment	Spill Containment Improvements, additional to be determined	\$16,000.00
Spill and Erosion Control Supplies	Petroleum Absorbents, Booms, Drain Inserts, Spillkits	\$4,000.00
Staff Training	Erosion Control, Best Management Practices	\$3,685.68
For Period 6/1/2011 to 6/30/2013 - Total Future Funding		<b>\$109,685.68</b>
<b>Total Capacity Grant with Amendent Funding</b>		<b>\$139,878.00</b>



Business of the City Council  
City of Gig Harbor, WA

**Subject: Wilkinson Farm Park Trail System Permitting - Contract Award**

**Proposed Council Action:**

Approve and authorize the Mayor to sign a Contract for Wilkinson Farm Park Trail System Permitting with Grette Associates LLC in an amount not to exceed \$7,981.20.

Dept. Origin: Planning

Prepared by: Tom Dolan

For Agenda of: March 12, 2012

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

RBK

email 2/29/12

DR

TD 3/6/12

Expenditure	Amount	Appropriation
Required \$7,981.20	Budgeted \$10,000	Required

**INFORMATION / BACKGROUND**

The purpose of this contract is to obtain relevant local, state and federal environmental permits and approvals for the trail system and public access design for the Wilkinson Farm property. The Wilkinson Farm property is impacted by critical areas. Grette Associates recently delineated the wetlands on the park site. The proposed trails and public access design will need to obtain the previously mentioned permits and approvals prior to construction. Grette Associates has also prepared a Mitigation and Monitoring Plan to offset impacts to the wetland buffer resulting from the construction of the trails and public access. Once permit approvals are obtained, the trail plan, including viewing platforms, will be "tee'd up" and ready for volunteer groups to build.

**FISCAL CONSIDERATION**

The City has \$10,000 in 2012 Parks Development budget for trail system and public access plan at Wilkinson Farm.

**BOARD OR COMMITTEE RECOMMENDATION**

The Wilkinson Farm Park trail design concept has been before the Parks Commission on several occasions, including a public open house on February 1, 2012. The trail design concept has also been before the Council's Operations and Public Projects Committee.

**RECOMMENDATION / MOTION**

**Move to:** Approve and authorize the Mayor to sign a Contract for Wilkinson Farm Trail System Permitting with Grette Associates LLC in an amount not to exceed \$7,981.20.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRETTE ASSOCIATES LLC**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates LLC, a Corporation organized under the laws of the State of Washington located and doing business at 2102 North 30<sup>th</sup> Street, Tacoma, WA 98403 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in Wilkinson Farm Park Trail Permitting and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 16, 2012, 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**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Thousand Nine Hundred Eighty-One Dollars and 20 Cents (\$7,981.20) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII 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.

### III. 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 sub-consultant of the Consultant 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 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 sub-consultants of the Consultant. The Consultant 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 Consultant performs hereunder.

### IV. 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 June 30, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant 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 or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER 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.

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

### VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be on a claims made basis.

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.

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.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. 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.

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of

Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### **XIII. 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 sub-consultants 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.

### **XIV. 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.

### **XV. Resolution of Disputes and Governing Law**

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.

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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:  
Grette Associates, LLC  
ATTN: Matthew Boyle  
Senior Biologist & Company Principal  
2102 North 30<sup>th</sup> Street  
Tacoma, WA 98403  
(253) 573-9300

City of Gig Harbor  
ATTN: Tom Dolan  
Planning Director  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

#### **XVII. Assignment**

Any assignment of this Agreement by the Consultant 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.

#### **XVIII. 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 Consultant.

#### **XIX. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this  
17 day of February, 2012.

CONSULTANT  
By:   
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

EXHIBIT A



**To:** Terri Reed  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**Date:** February 16, 2012  
**Project #:** 250.014

**Project Name:** Wilkinson Farm Park  
Permitting

**Phone:** (253) 853-7640

**Project Manager:** Scott Maharry

**Fax:**

**Client File No.:**

**E-Mail:** reedt@cityofgigharbor.net

**SENT VIA:**

- Mail
- Fax

- Hand Delivered
- Email

**INTRODUCTION**

The City of Gig Harbor (City) has requested Grette Associates assist in obtaining relevant local, state and federal environmental permits and approvals for implementation of approved trail improvements at the City's Wilkinson Farm Park. The trail system will utilize the existing trails within the park and will include additional trails to provide increased public access. The proposed new trails will be installed in their approximate location as shown on the most current site plan presented to the City. In addition to the trails, two new public viewing platforms will be installed along the edges of the pond at the park. It is anticipated that the permits and approvals for the work will be obtained under this contract, and the actual implementation of the project would occur at a later, unspecified date. A Wetland Analysis Report and Mitigation Plan for the proposed trail improvements have already been prepared by Grette Associates under a separate contract. The total estimated cost for project permitting is **\$7,981.20**.

**DESCRIPTION OF WORK:**

**Task 100 – City of Gig Harbor permitting**

Grette Associates will prepare the permit application materials for the City of Gig Harbor Planning Department. As stated above, the Wetland Analysis Report and Mitigation Plan for the park improvements have already been prepared. Therefore, the submittal package will be checked for compliance with the latest version of the Gig Harbor Municipal Code, and revised as necessary. This task also includes preparation of a detailed project description. If the proposed improvements are not categorically exempt from the State Environmental Policy Act (possibly through WAC 197-11-800[24][g]), this will include preparation of a SEPA checklist.

This Task does not include the procurement of clearing, grading, and/or building permits, if applicable.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Associate	\$120.00	15	\$1,800.00
Biologist 2	\$90.00	27	\$2,430.00
Administrative	\$70.00	1	\$70.00
Mileage	\$*	30	\$18.00
<b>TOTAL TASK 100</b>			<b>\$4,318.00</b>

\*Mileage will be calculated at the current Washington DOT or Federal rate plus applicable markup.

250.014 Wilkinson Farm Park Trail Permitting  
 2/16/2012

**Task 200 – Coordination with the Army Corps of Engineers**

Grette Associates will solicit a Letter of Permission (“LOP”) from the Army Corps of Engineers for conducting the proposed trail improvements. Care will be taken in designing the project elements such that none of the proposed activities fall under the jurisdiction of the Corps. The LOP will confirm to the City that the proposed activities do not require a federal permit for wetland impacts. This Task may require a field visit with Corps staff to verify the extent of wetlands in the areas of the proposed viewing platforms.

An estimated budget for Task 200 is as follows:

<b>Staff</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>
Associate	\$120.00	8	\$960.00
Biologist 2	\$90.00	18	\$1,620.00
Administrative	\$70.00	1	\$70.00
Mileage	\$*	22	\$13.20
<b>TOTAL TASK 200</b>			<b>\$2,663.20</b>

\*Mileage will be calculated at the current Washington DOT or Federal rate plus applicable markup.

**Task 300 – Contingency Task**

In the event that unanticipated work is necessary to complete the permitting for the project, and Tasks 100 and 200 have been exhausted, the contingency funds in Task 300 may be used. Task 300 may only be used upon receipt of written permission from the City of Gig Harbor.

The No-To-Exceed budget for Task 300 is \$1,000.00.

- TIME AND EXPENSE
- FIXED FEE
- RETAINER

Cost Estimate: **\$7,981.20\***  
 Fee Amount:  
 Retainer Amount:

**\* This total includes Task 300, which is only to be used upon receiving written permission from the City.**



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

**Subject:** Wilkinson Farmhouse Asbestos Abatement – Contract Award

**Proposed Council Action:**

Award and authorize the Mayor to execute a Small Public Works Contract with Thermatech Northwest, Inc. in an amount not exceed \$1,611.91 for Asbestos Abatement at the Wilkinson Farmhouse.

**Dept. Origin:** Public Works/Operations

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

**For Agenda of:** March 12, 2012

**Exhibits:** Public Works Contract

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

*PK*

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

*email 3/6/12*

**Approved by Finance Director:**

*AR 3/7*

**Approved by Department Head:**

<b>Expenditure Required</b>	\$1,611.91	<b>Amount Budgeted</b>	\$75,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The 2012 Parks Operating budget provides funds for electrical, structural and interior repairs to the farmhouse at Wilkinson Farm Park. In August of 2010, the City hired Assured Quality Environmental to perform a Site Inspection Report-Asbestos Survey of the house. This survey found the presence of asbestos in the house that requires removal prior to proceeding with planned repairs to the house.

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from five firms and obtained only one bid for this work.

**FISCAL CONSIDERATION**

The 2012 Parks Operating budget, objective #10 provides sufficient funds for this work.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Award and authorize the Mayor to execute a Small Public Works Contract with Thermatech Northwest, Inc. in an amount not exceed \$1,611.91 for Asbestos Abatement.

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

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Gig Harbor, Washington, hereinafter referred to as the City, and Thermatech Northwest Inc., hereinafter referred to as the Contractor.

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

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City. All work shall be completed no later than 14 days from the date of commencement stated in the Notice to Proceed.

3. Payments.

The Contractor agrees to perform all work called for at the rate of One Thousand Four Hundred Eighty-Seven Dollars and Zero Cents (\$1,487.00), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed One Thousand Six Hundred Eleven Dollars and Ninety-One Cents (\$1,611.91).

4. Indemnity.

A. The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons, or damage to property, which is caused by or arises out of the Contractor's acts, errors or omissions in the performance of this Contract, provided, however, that

(1) the Contractor's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officers, agents or employees; and



(2) the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the City and the Contractor shall apply only to the extent of the Contractor's negligence.

B. With respect to the obligations to hold harmless, indemnify and defend provided for herein, but only as they relate to claims brought against the City, its officers, agents and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury or death suffered by the Contractor's employees which is caused by or arises out of the Contractor's acts, errors or omissions in the performance of this Contract, and the Contractor further agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

5. Insurance.

The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a single limit of \$1,000,000 for bodily injury, including death, and property damage per occurrence. The insurance will be written on an occurrence basis. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

6. Prevailing Wage.

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

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

{ASBR50433 DOC.1\00008 900000\ }

7. Termination.

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

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

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

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

9. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, natural origin, sex, sexual orientation, or age.

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

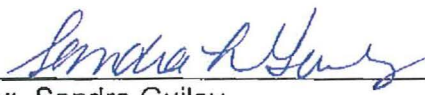
11. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

CITY OF GIG HARBOR

THERMATECH NORTHWEST INC.

\_\_\_\_\_  
MAYOR CHARLES L. HUNTER

Date: \_\_\_\_\_

  
\_\_\_\_\_  
By: Sandra Guiley  
Title: President  
Date: 3/6/12

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_

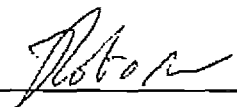
EXHIBIT A  
**WILKINSON FARMHOUSE  
ASBESTOS ABATEMENT  
QUOTE FORM**

TO: City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

CONTACT: Terri Reed, Public Works/Operations  
Phone: (253) 851-6170; Fax: (253) 853-7597; Email: [reedt@cityofgigharbor.net](mailto:reedt@cityofgigharbor.net)

Please return your quote, no later than 10:00 am, on Friday, February 24, 2012.

Bid Item	Description	Amount
	Scope of Work to include furnishing all labor, equipment, permits, materials, insurance, tools, equipment and notifications in accordance with EPA, WISHA & OSHA standards to complete removal and disposal of all Asbestos Containing Material (ACM) identified in the following reports:	
	<ul style="list-style-type: none"><li>Wilkinson Farmhouse, located at 4118 Rosedale Street, Gig Harbor: Site Inspection Report, Asbestos "Good Faith" Survey, dated August 6, 2010</li></ul>	\$ 1,487.00
	Applicable Washington State Sales Tax (8.4%)	\$ 124.91
	<b>Total Bid</b>	<b>\$ 1,611.91</b>

Signature:  Date: Feb 22, 2012

Printed Name: Robert A Guiley

Company Name: Thermatech Northwest Inc.

Address: 10312 Sales Road South  
Lakewood, WA 98499

Phone: 253.984.1818 Fax: 253.984.1886

Email: bobg@ttnw-inc.com

UBI Number: 601 725 020

State of WA Contractor License No.: THERMNI044NT

**RECEIVED**

**FEB 23 2012**

**CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.**



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

**Subject:** Wilkinson Farmhouse Electrical Repairs – Contract Award

**Dept. Origin:** Public Works/Operations

**Proposed Council Action:**

Award and authorize the Mayor to execute a Small Public Works Contract with McGill Electric in the amount of \$10,980.92 for Electrical Repairs to the Wilkinson Farmhouse and Garage and authorize the Public Works Superintendent to approve additional expenditures up to \$1,100 to cover any cost increases that may result from contract change orders due to the nature of this project (old house).

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

**For Agenda of:** March 12, 2012

**Exhibits:** Public Works Contract

**Concurred by Mayor:**

**Approved by City Administrator:** PKK  
**Approved as to form by City Atty:** emali 3/6/12  
**Approved by Finance Director:** DR 3/7  
**Approved by Department Head:** \_\_\_\_\_

Initial &  
Date

<b>Expenditure Required</b>	\$10,980.92	<b>Amount Budgeted</b>	\$75,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The 2012 Parks Operating budget provides funds for electrical, structural and interior repairs to the farmhouse at Wilkinson Farm Park.

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from ten electrical contractors and obtained the following bids for this work:

McGill Electric	\$10,980.92
South Sound Electric, Inc.	\$18,428.00
Birch Electric	\$18,872.44
S&G Keile, Inc.	\$19,696.28

**FISCAL CONSIDERATION**

The 2012 Parks Operating budget, objective #10 provides sufficient funds for this work.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Award and authorize the Mayor to execute a Small Public Works Contract with McGill Electric in the amount of \$10,980.92 for Electrical Repairs to the Wilkinson Farmhouse and Garage and authorize the Public Works Superintendent to approve additional expenditures up to \$1,100 to cover any cost increases that may result from contract change orders due to the nature of this project (old house).

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

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Gig Harbor, Washington, hereinafter referred to as the City, and McGill Electric, hereinafter referred to as the Contractor.

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

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City. All work shall be completed no later than 45 days from the date of commencement stated in the Notice to Proceed.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Ten Thousand One Hundred Thirty Dollars and No Cents (\$10,130.00), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Ten Thousand Nine Hundred Eighty Dollars and Ninety-Two Cents (\$10,980.92).

4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

\_\_\_\_\_ Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

\_\_\_\_\_ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

\_\_\_\_\_ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond.

The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond in an amount and form approved by the City in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

A. The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons, or damage to property, which is caused by or arises out of the Contractor's acts, errors or omissions in the performance of this Contract, provided, however, that

(1) the Contractor's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officers, agents or employees; and

(2) the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the City and the Contractor shall apply only to the extent of the Contractor's negligence.

B. With respect to the obligations to hold harmless, indemnify and defend provided for herein, but only as they relate to claims brought against the City, its officers, agents and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury or death suffered by the Contractor's employees which is caused by or arises out of the Contractor's acts, errors or omissions in the performance of this Contract, and the Contractor further agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

8. Insurance.

The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a single limit of \$1,000,000 for bodily injury, including death, and property damage per occurrence. The insurance will be written on an occurrence basis. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

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

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or

{ASB959432.DOC;1\00008.900000\ }



mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

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

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

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

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

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

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

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

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

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

CITY OF GIG HARBOR

MCGILL ELECTRIC

\_\_\_\_\_  
MAYOR CHARLES L. HUNTER  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Ed McGill  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

---

**WILKINSON FARMHOUSE ELECTRICAL REPAIRS  
QUOTE FORM**

For consideration for this project, price quotations must be received on this form by **10:00 a.m., Friday, February 24, 2012** at:

Mail or Hand-Deliver to: City of Gig Harbor  
Public Works/Operations  
Attn: Terri Reed  
3510 Grandview Street  
Gig Harbor, WA 98335

Or email to: [reedt@cityofgigharbor.net](mailto:reedt@cityofgigharbor.net)

Questions: Contact Terri Reed at (253) 853-7640 or [reedt@cityofgigharbor.net](mailto:reedt@cityofgigharbor.net)

RECEIVED  
CITY OF GIG HARBOR  
FEB 2, 2012  
COMMUNITY DEVELOPMENT  
9:00 am  
MR

Bid Item	Description	Amount
	The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the following:	
<b>Base Bid</b>	Wilkinson Farmhouse Electrical Repairs Scope of Work:	\$ 9485.00
	Applicable WA State Sales Tax (8.4%)	\$ 796.74
	<b>Total Base Bid</b>	\$ 10,281.74
<b>Alternate Bid Item #1</b>	Garage Circuits:	\$ 645.00
	Applicable WA State Sales Tax (8.4%)	\$ 54.18
	<b>Total Alternate Bid Item #1</b>	\$ 699.18
	Hourly rate for electrician to complete extra work required.	\$ 75 /hour

Signature: [Signature] Date: 2-22-11  
 Printed Name: Ed McGill Title: owner  
 Company Name: McGill Electric  
 Address: 9508 woodworth ave  
Gig Harbor WA 98332  
 Phone: 253-686-9677 fax: 253-509-0185  
 Email address: McGillElectric@gmail.com  
 UBI Number: 603027188  
 WA Contractor License No.: MCGILE\*908NR

**ADDENDA RECEIVED**

Addendum No.	Date Received	Name of Recipient
<u>1</u>	<u>2-22-12</u>	<u>[Signature]</u>

## EXHIBIT A

## WILKINSON FARMHOUSE ELECTRICAL REPAIRS

## SCOPE OF WORK

FEBRUARY 7, 2012

**PROJECT DESCRIPTION:**

**Mandatory pre-bid site visit on Monday, February 13<sup>th</sup> at 10:00 a.m.** - All bids submitted shall be by firms with a representative who is present and recorded as a bidder at the pre-bid site visit. The pre-bid site visit will be at the Wilkinson Farmhouse located at 4118 Rosedale Street, Gig Harbor, WA. Bidders must complete the necessary information on the sign-in sheet at the pre-bid site visit to qualify for bidding.

**Bid Due Date on Wednesday, February 22, 2012 at 10:00 a.m.** - For consideration for this project, price quotations must be received by at: City of Gig Harbor, Public Works/Operations, Attn: Terri Reed, 3510 Grandview Street, Gig Harbor, WA 98335 or email to: [reedt@cityofgigharbor.net](mailto:reedt@cityofgigharbor.net).

**Electrical Codes** - The intent of this work is to repair deficiencies so that the house meets minimum electrical code for residential use. All new and repair work shall be in accordance with electrical codes. Whenever possible, conceal wiring.

**Finished Surfaces** - Work to be performed so that there is minimum damage to existing finished surfaces. All finished surfaces disturbed will be repaired and primed as part of the contract. *Contractor will lay out proposed methods and locations for City approval.*

**Service Panel** - *Gig Harbor Public Works crew will install new service panel (200 amp) from the street, prior to Notice to Proceed.*

**GENERAL OUTLINE:**

- 1. Labor & Industries Electrical Inspection** (report dated September 12, 2011 attached) – All corrections noted on L&I Electrical Inspection Corrections Report are to be address and brought up to current electrical code standards.
- 2. Site Inspection/Asbestos Survey** (report dated February 22, 2010 attached) – Provided as a reference of asbestos containing materials (ACM) that may be present and require professional removal prior to any renovations that may disturb the noted ACM in the house. The only locations where ACM was detected in the farmhouse were in the Vent Wrap and in Glue Dots in the Ceiling Tiles. *Contractor will notify the City of any planned activities that may disturb ACM, so that ACM can be abated by a licensed asbestos abatement contractor hired by the City prior to any disturbance.*
- 3. Home Inspection Report** (report dated August 4, 2010 attached) - Provided as a reference of house condition with potential deficiencies noted. *Crawl space was excavated and structural work has been completed by Gig Harbor Public Works in December of 2011. Contractor will report any conflicts with structural members to City.*
- 4. Sample City Contract (attached)** – Provided for reference as to City contract requirements including insurance and prevailing wage requirements. To perform the work, this agreement will serve as the binding contract.

## EXHIBIT A

**WILKINSON FARMHOUSE ELECTRICAL REPAIRS**  
**SCOPE OF WORK**  
FEBRUARY 7, 2012

**WORK ITEMS INCLUDED – BASE BID (Floor Plan Location):****EXTERIOR**

Replace switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**BACK PORCH (100)** *Existing electrical panel and meter base located on the back porch.*

Replace switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**LAUNDRY (101)**

Provide a 220 dryer outlet

Provide washer outlet

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**BREAKFAST NOOK (102)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**KITCHEN (103)**

Provide a 220 Range outlet

Provide Refrigerator outlet

Provide Microwave outlet

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**DINING ROOM (104)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**LIVING ROOM (105)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**SITTING ROOM (106)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**STAIR (200)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**BEDROOM (201)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**BEDROOM (202)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

EXHIBIT A

**WILKINSON FARMHOUSE ELECTRICAL REPAIRS**

**SCOPE OF WORK**

FEBRUARY 7, 2012

**BEDROOM (203)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**HALL (204)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**BEDROOM (205)**

Replace/energize switches, outlets, 110 receptacles, wiring and overhead light fixture as required

**HOT WATER HEATER**

Provide wiring

**HEATING**

Provide in-wall electric heaters in each room (kitchen, living room, (4) bedrooms)

**BATHROOM**

Switches and wiring

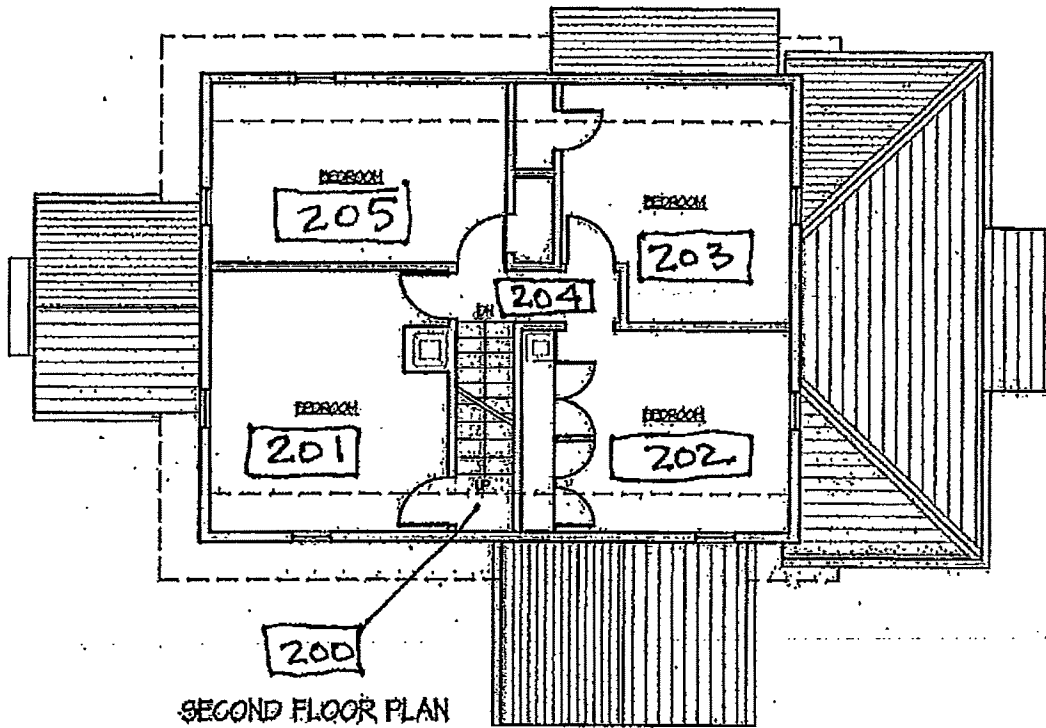
Provide ceiling mount 3-way fixture (heat, exhaust, light) in bathroom

**WORK ITEMS INCLUDED – ALTERNATE BID ITEM #1:**

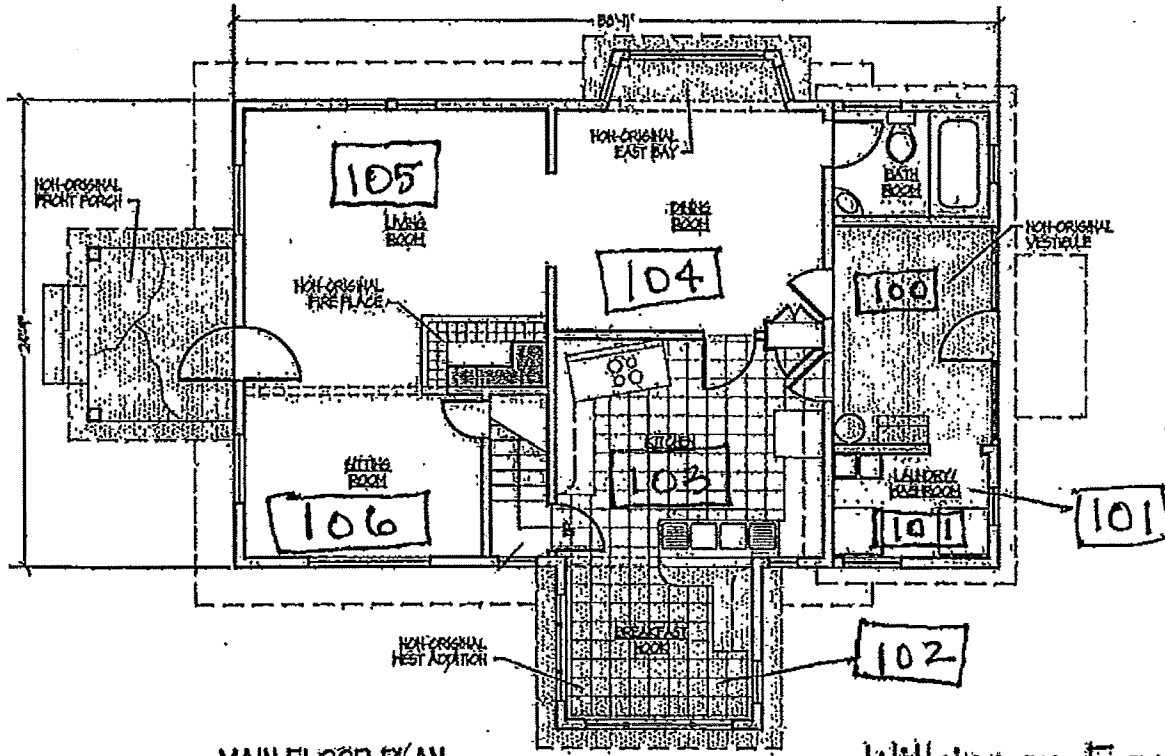
**GARAGE**

Outlet circuits (2) and lighting circuit. *Gig Harbor Public Works will run conduit to the garage.*

EXHIBIT A  
**WILKINSON FARMHOUSE ELECTRICAL REPAIRS**  
**SCOPE OF WORK**  
FEBRUARY 7, 2012



SECOND FLOOR PLAN



MAIN FLOOR PLAN

Wilkinson Farm  
FARMHOUSE PLANS



EXHIBIT A

**ADDENDUM NO. 1**  
TO THE REQUEST FOR BIDS FOR  
**WILKINSON FARMHOUSE ELECTRICAL REPAIRS**  
Project Issued: February 7, 2012  
Addendum No. 1 Issued: February 15, 2012  
Original Quote Due Date: February 22, 2012 at 10:00 am  
**Revised Quote Due Date: Changed to February 24, 2012 at 10:00 am**

The attention of all prospective bidders is directed to the following modifications to the contract documents. All other terms, conditions, and specifications remain unchanged.

Acknowledge receipt of this addendum in the space provided on the Price Quotation Form. Failure to do so may subject the bidder to disqualification.

This addendum shall modify the Scope of Work as follows:

**ITEM 1 - SITE INSPECTION/ASBESTOS SURVEY**

The City of Gig Harbor will have all Asbestos Containing Material (ACM) abated by a licensed asbestos abatement contractor prior to Notice to Proceed being given for the electrical work. This includes glue dots associates with ceiling tiles on the first floor in the kitchen and bathroom (approx. 136 SF) and vent wrap on furnace (approx. 5 LF).

The ceiling in the first floor living, sitting and dining rooms can be windowed for needed electrical work by the Contractor. The City of Gig Harbor Public Works department will have the ceilings in these three rooms sheet rocked after electrical contract is complete. All other holes in walls or in the structure made by the Contractor will be repaired by the Contractor.

**ITEM 2 - ROOM DIMENSIONS (approx.) FOR HEAT REQUIREMENT CALCULATIONS**

Breakfast nook – 9'x9'x8'  
Kitchen – 14'x11'x8'  
Dining Room – 13'x15'x8'  
Living Room/Sitting Room – 16'x23'x8'  
Bathroom – 8'x5'x7'  
Bedroom (201) – 13'6"x12'x7'  
Bedroom (202) – 10'x12'x7'  
Bedroom (203) – 14'x12'x7'  
Bedroom (205) – 8'x5'x7'

**ITEM 3 – WORK ITEMS INCLUDED**

Smoke Detectors – Provide wiring and install smoke detectors.

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Please acknowledge receipt of this addendum in the designated location on your revised bid proposal form.

---

**END OF ADDENDUM NO. 1**



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Eddon Boat Property – Long Term Monitoring Plan Implementation (Year 4)  
-- Consultant Services Contract

**Proposed Council Action:**

**Move to:** Approve and authorize the Mayor to execute the contract with Anchor QEA, LLC for the Eddon Boat Property – Long Term Monitoring Plan (Year 4) for the amount not-to-exceed \$6,200.00.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** March 12, 2012

**Exhibits:** Consultant Services Contract with Exhibit A – Scope of Work and Exhibit B – Cost Estimate

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** ROK

**Approved as to form by City Atty:** approval via email 3/7/12

**Approved by Finance Director:** [Signature] 3/7/12

**Approved by Department Head:** [Signature] 3/7/12

Expenditure Required	\$6,200.00	Amount Budgeted	\$7,500.00	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

This consultant services contract is for the Long Term Monitoring Plan (LTMP) implementation at the Eddon Boat Property. Five years of monitoring are required by the Department of Ecology (DOE) per the Cleanup Action Plan. This contract provides for the fourth year of monitoring that was mandated by the Department of Ecology. The work to be performed includes a visual inspection, photographs, documentation, technical memo production time, senior review and submittal to the Department of Ecology for review, comment and approval.

**FISCAL CONSIDERATION**

This contract is for the fourth year of monitoring. This work is a budgeted item contained in the Parks Division, Objective No. 6, (001-015-576-80-41-00).

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve and authorize the Mayor to execute the contract with Anchor QEA, LLC for the Eddon Boat Property – Long Term Monitoring Plan (Year 4) for the amount not to exceed Six Thousand Two Hundred Dollars and No Cents (\$6,200.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ANCHOR QEA, LLC**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in the Long Term Monitoring Plan for the Eddon Boat Property (Year 4) 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 Six Thousand Two Hundred Dollars and Zero Cents (6,200.00) 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 – Cost Estimate**. 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 18 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 August 1, 2012; 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

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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. All policies and coverages shall be on a claims made basis.

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. Exchange of Information.** The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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

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prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**16. 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:  
Anchor QEA, LLC  
ATTN: Joy Dunay, Senior Scientist  
720 Olive Way, Suite 1900  
Seattle, WA 98101  
206-903-3320

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

**17. 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. 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.

**18. 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 Charles L. Hunter

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney





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720 Olive Way, Suite 1900  
Seattle, Washington 98101  
Phone 206.287.9130  
Fax 206.287.9131

March 6, 2012

Mr. Stephen Misiurak  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Long-Term Monitoring Plan Implementation for the Eddon Boatyard Property  
Scope of Work and Cost Estimate for Year 4 Activities

Anchor QEA Project Number: 040289-02

Dear Mr. Misiurak:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor QEA's scope of work and cost estimate for the Washington State Department of Ecology (Ecology) approved Long-Term Monitoring Plan (LTMP) implementation at the Eddon Boatyard Property. Five years of monitoring are required per the Cleanup Action Plan (CAP), and Year's 1 through 3 have been completed. Only the costs of Year 4 activities will be approved at this time. Table 1 provides a summary and cost for this task.

A visual inspection will be performed. The scope of this task includes:

- Site visit for cap visual inspection
- Photographs
- Documentation
- Technical memo production time
- Senior review

Mr. Stephen Misiurak  
March 06, 2012  
Page 2

Pending the results of visual inspections several corrective actions may be necessary. These costs are not included in the Year 4 scope so if these or other supplemental actions are necessary, additional costs will be negotiated with the City. Possible contingency measures include:

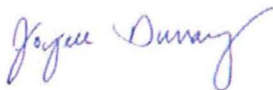
- Write response plan to Ecology
- Take hand cores to determine if cap has eroded
- Take additional samples
- Conduct Bioassay studies
- Evaluate institutional controls
- Add additional material to cap/repair cap
- Conduct source control evaluation

**Table 1**

<b>Event</b>	<b>Cost</b>
Year 1- Visual Inspections/Tech Memo (2009)	Completed
Year 2- Visual Inspections/Tech Memo (2010)	Completed
Year 3- Sampling Event (2011)	Completed
Year 4- Visual Inspections/Tech Memo (2012)	\$6,200
Year 5- Visual Inspections/Tech Memo (2013)	TBD
<b>Totals:</b>	<b>\$6,200</b>

Please feel free to request a phone conference to discuss the assumptions behind the estimated costs. Or contact me directly at (206) 903.3320 or [jdunay@anchorqea.com](mailto:jdunay@anchorqea.com).

Sincerely,



Joy Dunay  
Senior Scientist  
Anchor QEA, LLC

Attachments: Cost Estimate Summary

# Exhibit B – Cost Estimate

ANCHOR QEA, LLC.  
 2012 PROJECT COST ESTIMATING FORM  
 Proposal/Project Name: City of Gig Harbor  
Eddon Boatyard Year 4 Monitoring  
 03/06/12

Year 4 cost estimate.xls

Number: TBD  
 Prepared: Joy Dunay

Task 1 Visual Observations and Memo  
 Task 2  
 Task 3  
 Task 4  
 Task 5

Task 6  
 Task 7  
 Task 8  
 Task 9  
 Task 10

Labor Categories	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Dollars
Principal CM/Engr/LA/Plan/Scientist	\$ 215	2	0	0	0	0	0	0	0	0	0	2	\$ 430
Sr Managing Analyst/CM/Engr/LA/Plan/Scientist	\$ 195	0	0	0	0	0	0	0	0	0	0	0	\$ -
Managing Analyst/CM/Engr/LA/Plan/Scientist	\$ 175	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior Analyst/CM/Engr/LA/Plan/Scientist	\$ 155	20	0	0	0	0	0	0	0	0	0	20	\$ 3,100
Staff 3 Analyst/CM/Engr/LA/Plan/Scientist	\$ 140	10	0	0	0	0	0	0	0	0	0	10	\$ 1,400
Staff 2 Analyst/CM/Engr/LA/Plan/Scientist	\$ 125	0	0	0	0	0	0	0	0	0	0	0	\$ -
Staff 1 Analyst/CM/Engr/LA/Plan/Scientist	\$ 105	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior CAD Designer	\$ 112	5	0	0	0	0	0	0	0	0	0	5	\$ 560
CAD Designer	\$ 95	0	0	0	0	0	0	0	0	0	0	0	\$ -
Project Coordinator/Technical Editor	\$ 95	5	0	0	0	0	0	0	0	0	0	5	\$ 475
Project Coordinator (Admin)	\$ 89	0	0	0	0	0	0	0	0	0	0	0	\$ -
Technician	\$ 89	0	0	0	0	0	0	0	0	0	0	0	\$ -
National Expert Consultant	\$ 350	0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Hours		42	0	0	0	0	0	0	0	0	0	42	
Total Labor		\$ 5,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,965
Average Hourly Rate	\$ 142												
<b>Subconsultants</b>													
List subconsultants here		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Markup	10.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Reimbursables</b>													
CAD/Computer (\$/hr)	\$10.00	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50
Mileage (\$/mile)	\$0.555	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67
Copies (\$/copy)	\$0.10	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10
Anchor boat (\$/day)	\$300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Faxes (\$/fax)	\$1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Outside Expenses</b>													
Vehicle Rental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repro/Plotting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mail/Fedex/Courier		\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50
Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel/Per Diem		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost		\$ 177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177
Markup	10.0%	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
<b>Field Equipment and Supplies Summary</b>													
		\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
Markup	10.0%	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
<b>TOTAL COSTS</b>		\$ 6,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,180

9 of 9



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

**Subject:** (CPP 1124) Austin Estuary Park Restoration Project - Construction Contract Award

**Proposed Council Action:** Award and authorize the Mayor to execute a Public Works Contract with RV and Associates, Inc. in an amount not exceed \$264,672.30 for the award of Bid Schedules A (Base Bid) and B (Alternative Bid) in the Austin Estuary Restoration Project Contract Documents and authorize the City Engineer to approve additional expenditures up to \$13,000 to cover any cost increases that may result from contract change orders.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Emily Appleton

**For Agenda of:** March 12, 2012

**Exhibits:** Public Works Contract  
Bid Tab

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:** ROK

**Approved as to form by City Atty:** Approved 3/10/12

**Approved by Finance Director:** [Signature]

**Approved by Department Head:** [Signature] 3/8/12

<b>Expenditure Required</b>	\$ 277,672.30	<b>Amount Budgeted</b>	\$ 225,000.00	<b>Appropriation Required</b>	See fiscal consideration below
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**INFORMATION/BACKGROUND**

On February 25, 2009, the City received approval for a grant to complete the Scofield Estuary Park project from the State Recreation and Conservation Funding Board (RCFB) through the Recreation and Conservation Office (RCO) in the amount of \$ 454,566.91. The grant was awarded on a sliding scale of 18.96% of the total project costs which included purchase of the land. The project reimbursement period for the grant began on March 2, 2009 and ends on May 31, 2012. This project has been renamed the Austin Estuary Park Restoration.

In order to increase the flexibility of the City to award the project, the contract documents were prepared to include two bid schedules;

- Schedule A – the base bid for the park and road frontage improvements
- Schedule B – an additive to include additional illumination along the park frontage

Schedule A contains all work required by the grant agreement, including adequate illumination. Schedule B will provide enhanced illumination along the new Harborview Drive frontage improvements at the park entrance.

The last required permit for the project was received from Washington State Department of Archaeology and Historic Preservation (DAHP) on February 29, 2012. The receipt of this permit was the final step necessary prior to award of the construction contract for the Austin Estuary Park Restoration project.

**BID RESULTS:** The Austin Estuary Restoration Project was bid using the City's Public Works bidding process. The Engineer's Estimate of Probable Cost for Schedules A and B was \$ 334,306. A total of eight (8) bid proposals were received by the City of Gig Harbor on February 1, 2012 with bid totals for Schedules A and B ranging from the low bid of \$ 264,672.30 to a high bid of \$ 420,299.02. One bid was deemed non-responsive. More detailed information can be found in the attached bid tabulation.

**FISCAL CONSIDERATION**

The 2012 City of Gig Harbor Budget includes an estimated construction contract amount of \$225,000 for this work. The bid exceeds the amount budgeted, but the construction contract total is fully reimbursable under the grant. Staff has confirmed with RCO that the remaining grant funding will cover the construction costs.

**BOARD OR COMMITTEE RECOMMENDATION**

None. The Operations and Public Works Committee was advised of the project status at the regularly scheduled meeting on February 16, 2012.

**RECOMMENDATION/MOTION**

Award and authorize the Mayor to execute a Public Works Contract with RV and Associates, Inc., in an amount not exceed \$ 264,672.30 for the award of Bid Schedules A and B of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$13,000 to cover any cost increases that may result from contract change orders.

## AUSTIN ESTUARY RESTORATION PROJECT CPP-1124

### PUBLIC WORKS CONTRACT

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and RV Associates, Inc., organized under the laws of the State of Washington, located and doing business at, 1333 Lloyd Parkway, Port Orchard, WA hereinafter called the "Contractor."

#### WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of repair and maintenance of asphalt concrete roadways within the City of Gig Harbor. More specifically, this work requires construction of asphalt pavement, new sidewalks, curb and gutter; installation of fencing, illumination system, above-grade power panel, irrigation system, habitat logs, and gravel path; striping; temporary traffic control; grading and planting; plant establishment; temporary erosion and sediment control measures; and other work, all in accordance with the attached Contract Documents called "Austin Estuary Restoration Project, CPP-1124", these Special Provisions, and the Standard Specifications which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of two hundred sixty-four thousand, six hundred seventy-two dollars & thirty cents (\$264,672.30), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 10 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten (10) calendar days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work shall be substantially complete in accordance with Section 1-08.5 of the Special Provisions in the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Standard Specification 1-08.9 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools, and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.



AUSTIN ESTUARY RESTORATION PROJECT, CPP-1124  
 BID TABULATION SUMMARY

NO.	ITEM DESCRIPTION	UNIT	QTY	Engineer's Estimate of Probable Cost		RV and Associates		Seton Construction		Stan Palmer Construction		Westmark Construction		Tucci & Sons, Inc.		Nova Contracting		ERRG, Inc.		Henderson Partners NON RESPONSIVE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	Record Drawings	LS	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,875.00	\$ 2,875.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 1,521.20	\$ 1,521.20	
2	Construction Surveying	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,280.00	\$ 4,280.00	\$ 3,850.00	\$ 3,850.00	\$ 4,000.00	\$ 4,000.00	\$ 2,277.00	\$ 2,277.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,480.17	\$ 4,480.17	
3	SPCC Plan	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 420.00	\$ 420.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	\$ 2,391.22	\$ 2,391.22	
4	Archaeological and Historical Salvage	FA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
5	Potholing	FA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
6	Pedestrian Control and Protection	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00	\$ 2,072.30	\$ 2,072.30	\$ 5,300.00	\$ 5,300.00	\$ 900.00	\$ 900.00	\$ 4,000.98	\$ 4,000.98	
7	Type B Progress Schedule	LS	1	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 510.00	\$ 510.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	\$ 4,622.55	\$ 4,622.55	
8	General Force Account	FA	1	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	
9	Mobilization (8%)	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 7,000.00	\$ 7,000.00	\$ 18,500.00	\$ 18,500.00	\$ 17,000.00	\$ 17,000.00	\$ 2,400.00	\$ 2,400.00	\$ 36,000.00	\$ 36,000.00	\$ 53,000.00	\$ 53,000.00	\$ 13,300.77	\$ 13,300.77	
10	Traffic Control Supervisor	LS	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,128.00	\$ 3,128.00	\$ 15,500.00	\$ 15,500.00	\$ 900.00	\$ 900.00	\$ 13,300.77	\$ 13,300.77	
11	Construction Signs Class A	SF	51	\$ 30.00	\$ 1,530.00	\$ 14.00	\$ 714.00	\$ 24.00	\$ 1,224.00	\$ 23.00	\$ 1,173.00	\$ 10.35	\$ 527.85	\$ 20.00	\$ 1,020.00	\$ 30.00	\$ 1,530.00	\$ 48.97	\$ 2,497.47	
12	Other Temporary Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,252.00	\$ 3,252.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,624.11	\$ 3,624.11	\$ 9,600.00	\$ 9,600.00	\$ 900.00	\$ 900.00	\$ 3,861.85	\$ 3,861.85	
13	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,578.00	\$ 4,578.00	\$ 13,850.00	\$ 13,850.00	\$ 7,500.00	\$ 7,500.00	\$ 5,160.00	\$ 5,160.00	\$ 19,100.00	\$ 19,100.00	\$ 29,000.00	\$ 29,000.00	\$ 18,008.39	\$ 18,008.39	
14	Roadside Cleanup	FA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
15	Removal of Structures and Obstructions	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 10,836.00	\$ 10,836.00	\$ 10,000.00	\$ 10,000.00	\$ 5,890.87	\$ 5,890.87	\$ 7,000.00	\$ 7,000.00	\$ 23,000.00	\$ 23,000.00	\$ 14,296.54	\$ 14,296.54	
16	Roadway Excavation Including Haul	CY	65	\$ 67.00	\$ 4,355.00	\$ 18.30	\$ 1,189.50	\$ 16.00	\$ 1,040.00	\$ 22.00	\$ 1,430.00	\$ 72.36	\$ 4,703.40	\$ 39.00	\$ 2,535.00	\$ 40.00	\$ 2,600.00	\$ 182.00	\$ 11,830.00	
17	Unsuitable Foundation Excavation Including Haul	CY	40	\$ 15.00	\$ 600.00	\$ 30.00	\$ 1,200.00	\$ 25.00	\$ 1,000.00	\$ 21.00	\$ 840.00	\$ 48.06	\$ 1,922.40	\$ 100.00	\$ 4,000.00	\$ 40.00	\$ 1,600.00	\$ 97.86	\$ 3,914.40	
18	Gravel Borrow Including Haul	TON	168	\$ 20.00	\$ 3,360.00	\$ 10.00	\$ 1,680.00	\$ 22.00	\$ 3,696.00	\$ 15.00	\$ 2,520.00	\$ 35.70	\$ 5,997.60	\$ 28.00	\$ 4,704.00	\$ 30.00	\$ 5,040.00	\$ 22.73	\$ 3,818.64	
19	Embankment Compaction	CY	120	\$ 5.00	\$ 600.00	\$ 27.00	\$ 3,240.00	\$ 7.00	\$ 840.00	\$ 2.00	\$ 240.00	\$ 21.00	\$ 2,520.00	\$ 5.00	\$ 600.00	\$ 20.00	\$ 2,400.00	\$ 13.13	\$ 1,575.60	
20	Crushed Surfacing Top Course	TON	14	\$ 25.00	\$ 350.00	\$ 40.00	\$ 560.00	\$ 50.00	\$ 700.00	\$ 30.00	\$ 420.00	\$ 114.90	\$ 1,608.60	\$ 67.00	\$ 938.00	\$ 110.00	\$ 1,540.00	\$ 140.58	\$ 1,968.12	
21	Ballast	TON	75	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00	\$ 26.00	\$ 1,950.00	\$ 41.00	\$ 3,075.00	\$ 60.48	\$ 4,536.00	\$ 30.00	\$ 2,250.00	\$ 90.00	\$ 6,750.00	\$ 86.83	\$ 6,512.25	
22	HMA CL 1/2 In. PG 64-22	TON	21	\$ 100.00	\$ 2,100.00	\$ 175.00	\$ 3,675.00	\$ 281.75	\$ 5,916.75	\$ 255.00	\$ 5,355.00	\$ 281.75	\$ 5,916.75	\$ 201.00	\$ 4,221.00	\$ 300.00	\$ 6,300.00	\$ 278.67	\$ 5,852.07	
23	Relocate Water Meter	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 434.00	\$ 1,302.00	\$ 450.00	\$ 1,350.00	\$ 450.00	\$ 1,350.00	\$ 2,010.00	\$ 6,030.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 645.18	\$ 1,935.54	
24	High Visibility Fence	LF	1,110	\$ 2.50	\$ 2,775.00	\$ 3.00	\$ 3,330.00	\$ 2.50	\$ 2,775.00	\$ 3.00	\$ 3,330.00	\$ 5.04	\$ 5,594.40	\$ 3.00	\$ 3,330.00	\$ 2.00	\$ 2,220.00	\$ 1.51	\$ 1,676.10	
25	ESC Lead	DAY	40	\$ 75.00	\$ 3,000.00	\$ 17.00	\$ 680.00	\$ 75.00	\$ 3,000.00	\$ 75.00	\$ 3,000.00	\$ 90.00	\$ 3,600.00	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00	\$ 181.70	\$ 7,268.00	
26	Stabilized Construction Entrance	SY	85	\$ 18.00	\$ 1,530.00	\$ 19.00	\$ 1,615.00	\$ 35.30	\$ 3,000.50	\$ 20.00	\$ 1,700.00	\$ 42.36	\$ 3,600.60	\$ 26.00	\$ 2,210.00	\$ 30.00	\$ 2,550.00	\$ 28.88	\$ 2,454.80	
27	Wattle	LF	700	\$ 4.00	\$ 2,800.00	\$ 3.00	\$ 2,100.00	\$ 3.00	\$ 2,100.00	\$ 3.00	\$ 2,100.00	\$ 1.20	\$ 840.00	\$ 4.00	\$ 2,800.00	\$ 2.00	\$ 1,400.00	\$ 5.30	\$ 3,710.00	
28	Coir Log	LF	120	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 8.00	\$ 960.00	\$ 6.00	\$ 720.00	\$ 1,116.00	\$ 1,116.00	\$ 12.00	\$ 1,440.00	\$ 10.00	\$ 1,200.00	\$ 26.89	\$ 3,226.80	
29	Inlet Protection	EA	2	\$ 100.00	\$ 200.00	\$ 120.00	\$ 240.00	\$ 50.00	\$ 100.00	\$ 65.00	\$ 130.00	\$ 88.80	\$ 177.60	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 116.07	\$ 232.14	
30	Seeding	AC	0.38	\$ 5,000.00	\$ 1,900.00	\$ 5,500.00	\$ 2,090.00	\$ 5,794.85	\$ 2,202.04	\$ 2,800.00	\$ 1,064.00	\$ 9,395.53	\$ 3,570.30	\$ 5,000.00	\$ 1,900.00	\$ 3,000.00	\$ 1,140.00	\$ 6,991.48	\$ 2,656.76	
31	Erosion/Water Pollution Control (EWPC) Plan	LS	1	\$ 500.00	\$ 500.00	\$ 345.00	\$ 345.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ 6,000.00	\$ 660.00	\$ 660.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 2,384.51	\$ 2,384.51	
32	Fugitive Dust Control Plan	LS	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 660.00	\$ 660.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00	\$ 1,228.41	\$ 1,228.41	
33	Topsoil Type A	CY	620	\$ 40.00	\$ 24,800.00	\$ 36.00	\$ 22,320.00	\$ 48.30	\$ 29,946.00	\$ 44.00	\$ 27,280.00	\$ 48.76	\$ 30,231.20	\$ 42.00	\$ 26,040.00	\$ 20.00	\$ 12,400.00	\$ 44.80	\$ 27,776.00	
34	Wood Chip Mulch	CY	115	\$ 20.00	\$ 2,300.00	\$ 33.00	\$ 3,795.00	\$ 36.80	\$ 4,232.00	\$ 35.00	\$ 4,025.00	\$ 97.77	\$ 11,243.55	\$ 32.00	\$ 3,680.00	\$ 30.00	\$ 3,450.00	\$ 72.21	\$ 8,304.15	
35	PSIPE Pseudotsuga Menziesii, 6 ft. ht.	EA	3	\$ 400.00	\$ 1,200.00	\$ 160.00	\$ 480.00	\$ 123.05	\$ 369.15	\$ 110.00	\$ 330.00	\$ 171.67	\$ 515.01	\$ 107.00	\$ 321.00	\$ 100.00	\$ 300.00	\$ 274.18	\$ 822.54	
36	PSIPE Arbutus Menziesii, 1 Gal.	EA	4	\$ 35.00	\$ 140.00	\$ 18.00	\$ 72.00	\$ 13.80	\$ 55.20	\$ 13.00	\$ 52.00	\$ 13.89	\$ 55.56	\$ 12.00	\$ 48.00	\$ 20.00	\$ 80.00	\$ 28.71	\$ 114.84	
37	PSIPE Cornus Nuttallii X Kousa, 3 In. Caliper	EA	3	\$ 450.00	\$ 1,350.00	\$ 716.00	\$ 2,148.00	\$ 504.85	\$ 1,514.55	\$ 445.00	\$ 1,335.00	\$ 617.43	\$ 1,852.29	\$ 439.00	\$ 1,317.00	\$ 600.00	\$ 1,800.00	\$ 227.97	\$ 683.91	
38	PSIPE Fragaria Chiloensis, 4 In.	EA	160	\$ 7.00	\$ 1,120.00	\$ 3.00	\$ 480.00	\$ 3.16	\$ 505.60	\$ 3.00	\$ 480.00	\$ 3.51	\$ 561.60	\$ 2.75	\$ 440.00	\$ 3.00	\$ 480.00	\$ 8.80	\$ 1,408.00	
39	PSIPE Holodiscus Discolor, 5 Gal.	EA	7	\$ 45.00	\$ 315.00	\$ 29.00	\$ 203.00	\$ 27.60	\$ 193.20	\$ 25.00	\$ 175.00	\$ 29.67	\$ 207.69	\$ 24.00	\$ 168.00	\$ 30.00	\$ 210.00	\$ 43.46	\$ 304.22	
40	PSIPE Gaultheria Shallon, 2 Gal.	EA	139	\$ 25.00	\$ 3,475.00	\$ 25.00	\$ 3,475.00	\$ 10.93	\$ 1,519.27	\$ 10.00	\$ 1,390.00	\$ 22.11	\$ 3,073.29	\$ 9.50	\$ 1,320.50	\$ 10.00	\$ 1,390.00	\$ 27.04	\$ 3,758.56	
41	PSIPE Myrica Californica, 5 Gal.	EA	7	\$ 45.00	\$ 315.00	\$ 33.00	\$ 231.00	\$ 28.75	\$ 201.25	\$ 27.00	\$ 189.00	\$ 40.28	\$ 281.96	\$ 25.00	\$ 175.00	\$ 30.00	\$ 210.00	\$ 45.08	\$ 315.56	
42	PSIPE Oemleria Ceraciformis, 2 Gal.	EA	4	\$ 25.00	\$ 100.00	\$ 22.00	\$ 88.00	\$ 10.35	\$ 41.40	\$ 10.00	\$ 40.00	\$ 16.97	\$ 67.88	\$ 9.00	\$ 36.00	\$ 40.00	\$ 160.00	\$ 28.41	\$ 113.64	
43	PSIPE Polystichum Munitum, 1 Gal.	EA	36	\$ 13.00	\$ 468.00	\$ 7.00	\$ 252.00	\$ 8.63	\$ 310.68	\$ 8.00	\$ 288.00	\$ 8.75	\$ 315.00	\$ 7.50	\$ 270.00	\$ 10.00	\$ 360.00	\$ 21.99	\$ 791.64	
44	PSIPE Ribes Sanguineum, 5 Gal.	EA	68	\$ 45.00	\$ 3,060.00	\$ 30.00	\$ 2,040.00	\$ 27.60	\$ 1,876.80	\$ 25.00	\$ 1,700.00	\$ 31.71	\$ 2,156.28	\$ 24.00	\$ 1,632.00	\$ 30.00	\$ 2,040.00	\$ 45.76	\$ 3,111.68	
45	PSIPE Rosa Nutkana, 2 Gal.	EA	105	\$ 25.00	\$ 2,625.00	\$ 20.00	\$ 2,100.00	\$ 10.35	\$ 1,086.75	\$ 10.00	\$ 1,050.00	\$ 16.97	\$ 1,781.85	\$ 9.00	\$ 945.00	\$ 10.00	\$ 1,050.00	\$ 35.14	\$ 3,689.70	
46	PSIPE Symphoricarpos Albus, 2 Gal.	EA	116	\$ 25.00	\$ 2,900.00	\$ 21.00	\$ 2,436.00	\$ 10.35	\$ 1,200.60	\$ 10.00	\$ 1,160.00	\$ 16.97	\$ 1,968.52	\$ 9.00	\$ 1,044.00	\$ 10.00	\$ 1,160.00	\$ 28.33	\$ 3,286.28	
47	PSIPE Vaccinium Ovatum, 2 Gal.	EA	171	\$ 25.00	\$ 4,275.00	\$ 24.00	\$ 4,104.00	\$ 14.95	\$ 2,556.45	\$ 14.00	\$ 2,394.00	\$ 25.54	\$ 4,367.34	\$ 13.00	\$ 2,223.00	\$ 20.00	\$ 3,420.00	\$ 32.97	\$ 5,637.87	
48	Temporary Irrigation System	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 16,650.00	\$ 16,650.00	\$ 9,660.00	\$ 9,660.00	\$ 9,000.00	\$ 9,000.00	\$ 18,404.62	\$ 18,404.62	\$ 8,400.00	\$ 8,400.00	\$ 9,000.00	\$ 9,000.00	\$ 21,587.40	\$ 21,587.40	
49	Cement Conc. Traffic Curb and Gutter	LF	139	\$ 18.00	\$ 2,502.00	\$ 25.00	\$ 3,475.00	\$ 22.70	\$ 3,155.30	\$ 22.00										





Business of the City Council  
City of Gig Harbor, WA

**Subject:** Point Fosdick & 56<sup>th</sup> Street Improvement Project – Voluntary Mitigation Agreement with WWR Properties (d/b/a Hogan Enterprises) for Olympic Towne Center

**Proposed Council Action:** Approve and authorize the Mayor Pro Tem to execute the Voluntary Mitigation Agreement with WWR Properties (d/b/a Hogan Enterprises) in the amount of \$638,000

**Dept. Origin:** Public Works/Legal

**Prepared by:** Angela Belbeck, City Attorney

**For Agenda of:** March 12, 2012

**Exhibits:** Agreement

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** RJK 3/8

**Approved as to form by City Atty:** TES - 3/8

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

<b>Expenditure Required</b>	\$ see below	<b>Amount Budgeted</b>	\$ n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

At the special council meeting on March 5, 2012, staff presented information on the Pt. Fosdick/56<sup>th</sup> Street Road Improvements Project. After a number of unsuccessful grant applications for the Project, in 2011 the Washington State Transportation Improvement Board (“TIB”) awarded a grant in the amount of up to 61.5% of the project costs, approximately \$2,591,000. The remainder of the Project must be paid with “local funds.” Due to TIB grant requirements this Project is subject to the following state-imposed deadlines:

- Bid advertisement must start no later than **March 19, 2012**.
- Notice to proceed for the contractor must be no later than **May 18, 2012**.

If these dates are not met, the TIB funds will be withdrawn.

Due to a gap in available local funds, City Administrator Rob Karlinsey and city staff worked with the owner of property adjacent to the improvements, WWR Properties, d/b/a Hogan Enterprises (“Hogan”), to determine if Hogan could make advance payment for impact fees for future development in exchange for impact fee credits in the future. This would allow Hogan to benefit from economies of scale and allow the City to move forward with the Project with the benefit of the TIB grant funding.

A proposed voluntary mitigation agreement with Hogan was presented to the City Council at the March 5, 2012 special meeting. Councilmembers requested revisions to the agreement to ensure the agreement would run with the land and bind future owners of the property and to ensure payment that would meet the needs of the state-driven schedule. As such, the first \$400,000 would be paid to the City no later than Friday, March 16, 2012, for deposit into an interest-bearing account, to be drawn upon by the City after February 28, 2013 or within 30 days after substantial completion of the project, whichever occurs first, allowing the grant funds to be utilized before

drawing on the cash account. The remainder of \$238,000 would be paid to the City out of the developer's funding obtained after project approval (Olympic Towne Center). If the funds were needed for the Pt. Fosdick/56<sup>th</sup> Project before the contractual obligation to pay the \$238,000 is triggered, the funding would be covered by the Civic Center Debt Reserve fund until the funds under the voluntary mitigation agreement are received. Once received, the developer funds would be deposited in the Civic Center Debt Reserve fund and a portion may be returned to TIB. Note that the agreement does not constitute or guarantee land use approval. In the event the developer does not obtain project approval for whatever reason, the \$400,000 is non-refundable and the \$238,000 amount would not be collected. In such event the City anticipates funding for the remaining \$238,000 would be covered by the Civic Center Debt Reserve fund.

**FISCAL CONSIDERATION**

The following table shows the current available funding sources to fully fund the project:

2012 City Budget – Preconstruction	\$ 113,200
TIB Grant (61.5% Construction and Const. Mgmt.)	1,898,690
2012 City Budget – Traffic Impact Fees	500,000
2012 City Budget – Sewer Fund	300,000
TIB Grant - Contingency	308,730
Developer cash account contribution	400,000
<u>Developer cash after project approval</u>	<u>238,000</u>
Total	<u>\$3,758,620</u>

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor Pro Tem to execute the Voluntary Mitigation Agreement with WWR Properties.

**VOLUNTARY MITIGATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF GIG HARBOR AND  
WWR PROPERTIES**

THIS VOLUNTARY AGREEMENT is made this 7<sup>th</sup> day of March, 2012, by and between THE CITY OF GIG HARBOR, a Washington municipal corporation (the "City") and WWR Properties, a Washington general partnership (the "Developer").

WHEREAS, the Developer intends to develop the property legally described on Exhibit A, attached hereto and incorporated herein by reference, as a Olympic Towne Center under Application No. PL-SPR-07-0017, PL-DRB-07-0162, PL-BSP-07-0008, PL-SEPA-07-0054, as may be modified or substituted by a new or revised application (the "Development"); and

WHEREAS, the Development will require frontage improvements along Point Fosdick Drive in accordance with the City of Gig Harbor Public Works Standards and the street improvement design plans of the City's Project identified below, including but not limited to: curb, gutter, sidewalk, illumination, planter strip, irrigation and asphalt infill west and south of the centerline of 56th Street and Point Fosdick Drive; storm drain catch basins and pipes west and south of the centerline of 56th Street and Point Fosdick Drive; asphalt lane patching where improvements are placed (but no water system or sewer system improvements); and

WHEREAS, in addition to frontage improvements, it is reasonably necessary, as a direct result of the proposed Development, to require the Developer to mitigate the direct impacts resulting from the proposed Development; and

WHEREAS, RCW 82.02.020 permits voluntary agreements with the City that allow a payment as a means of mitigating a direct impact that has been identified as a consequence of a proposed development; and

WHEREAS, by way of letter dated July 11, 2011, the Developer, through a non-binding and conditional letter of intent, voluntarily offered to contribute toward the Point Fosdick 56th Street Improvement Project, #CSP 0202 (the "Project") as payment for anticipated required frontage improvements and anticipated direct traffic impacts; and

WHEREAS, while the Developer has not yet received development approval, the Developer desires to voluntarily share in economies of scale by financially participating in the Project to construct its frontage improvements and mitigate anticipated impacts of the Development, as provided in this Agreement; and

WHEREAS, the City requires additional funding to construct the Project and without the advance payment provided for in this Agreement the City would not be able

to construct the Project and would lose grant funds from the State Transportation Improvement Board in the amount of up to \$2.6 million toward completion of the Project;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties voluntarily agree as follows:

1. Developer Authority.

- a. The Developer warrants that it is the owner of the property identified in Exhibit A and is authorized to execute and enter into this Agreement.
- b. The City warrants that it is authorized to enter into and perform the terms of this Agreement.

2. Developer Payments to City. In order to assist the City in identifying required funding sources to allow commencement and construction of the Project and to help the Developer to mitigate some of the anticipated direct impact of the Development and for the advance payment of frontage improvements, the Developer shall contribute up to Six Hundred Thirty-Eight Thousand Dollars (\$638,000) toward the Project, payable as follows:

- a. Four Hundred Thousand Dollars (\$400,000) shall be delivered to the City no later than 5:00 p.m. on March 16, 2012. In the event the funds are not delivered by the stated time, this Agreement shall automatically terminate. Within five business days of receipt of the funds, the City shall establish an interest-bearing escrow account with Columbia Bank, Gig Harbor branch, in the full amount received. The City shall have the right to withdraw such funds only by presenting a request for withdrawal to Columbia Bank upon the earlier of: (i) request by the City made no sooner than February 28, 2013, or (ii) 30 days after the City issues substantial completion to the general contractor for the Project. When the City requests payment the City shall direct Columbia Bank to issue a check payable to Developer for all interest accrued, less any costs associated with the account.
- b. Two Hundred Thirty-Eight Thousand Dollars (\$238,000) within thirty days of demand by the City, but no sooner than sixty (60) days following site plan approval for the Developer's Project.

3. Use of Funds. Any payment for voluntary mitigation not immediately expended for the Project shall be expended, held and/or refunded in accordance with the provisions of RCW 82.02.020.

4. Traffic Impact Fee Credits. As partial consideration of the payment made under this Agreement, Developer requests, and the City agrees to provide, traffic impact fee credits as authorized under GHMC 19.12.083. The traffic impact fee credit for the purpose of this Agreement shall be up to the amount of the Developer's contribution in

this Agreement as may be allowed under GHMC 19.12.083. Other traffic impact fee credit requests, if any, will be processed in accordance with the requirements of GHMC 19.12.083 and considered as separate and independent of this Agreement. Developer acknowledges that the payment of any impact fee relating to the Development shall be required at the later of (i) the time the City issues a building permit for the construction of the building to which the impact fee relates, or (ii) the time required by the City in its regulations.

5. Transportation Concurrency. As further consideration of the payment made under this Agreement, upon submission and acceptance of a complete transportation CRC application under chapter 19.10 of the Gig Harbor Municipal Code which accurately reflects the revised proposed Development, the City will reserve the lesser of the following: 638 pm peak hour trips OR, in the event of material revisions to the traffic impact aspects of the Development, the maximum number of trips from the Development that can be reserved without causing the intersection of Olympic Drive/Point Fosdick Drive to fall below LOS D.

6. Future Development Approval. While the City is unable to anticipate whether and to what extent the Development may be approved, along with any specific conditions of development that may be required as the Development moves through the City's Development Permit process, the City will cooperate in good faith with the Developer to process Developer's land use applications cooperatively within the state-required time frames set forth in chapter 36.70B RCW and applicable City regulations.

7. Default. In the event of Developer's failure to make second payment when due under this Agreement, the City will have all of the rights and remedies as provided at law or by equity.

8. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington. In the event either party brings an action to enforce or interpret the terms of this Agreement, the non-prevailing party shall pay all reasonable costs and attorneys' fees incurred by the prevailing party.

9. Severability; Conflict. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, the provision in conflict shall be deemed inoperative and null and void to the extent of the conflict, and the Agreement shall be deemed modified to conform to such statutory provision.

10. Recording; Binding Covenant. A memorandum of this Agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with

the property described in Exhibit A and shall be binding on the Developer, its heirs, successors and assigns. All rights and privileges, as well as all obligations and liabilities, of the Developer shall issue to the Developer's heirs, successors and assigns equally as if they were specifically mentioned whenever the Developer is mentioned in this Agreement.

11. Term. This Agreement shall become effective upon full execution of the parties and shall remain in effect until such time as all obligations under this Agreement have been satisfied, but not later than March 12, 2019, at which time this Agreement shall terminate if not already terminated. In the event the City does not award a contract for the Project prior to June 30, 2012, this Agreement shall terminate and any funds deposited by Developer along with accrued interest, if any, shall be returned to the Developer.

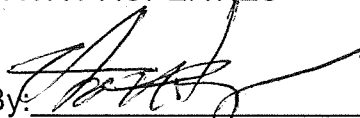
12. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Developer regarding the subject contained in this Agreement. This Agreement may be amended only by a written instrument signed by the City and the Developer. The City and the Developer agree hereby that all prior oral agreements relating to the subject of this Agreement are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

CITY OF GIG HARBOR

WWR PROPERTIES

By: \_\_\_\_\_  
Mayor Charles L. Hunter  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Walter N. Hogan, Partner  
Date: 3-7-12

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk



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

**Subject:** Ordinance allowing the extension of City of Gig Harbor water and sewer service to properties within the Urban Growth Areas of the City without the requirement to first annex.

**Proposed Council Action:** Conduct public hearing and consider the ordinance at First Reading.

**Dept. Origin:** Planning Department

**Prepared by:** Angela Belbeck, City Attorney;  
Tom Dolan, Planning Director *TD*

**For Agenda of:** March 12, 2012

**Exhibits:** Ordinance

Initial &  
Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** *ABK*

**Approved as to form by City Atty:** *by e-mail*

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** *TD 3/7/12*

<b>Expenditure Required</b>	\$ n/a	<b>Amount Budgeted</b>	\$ n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Currently Gig Harbor Municipal Code 13.34.040 requires that anyone owning property outside of the City limits but within the City's urban growth boundary must annex their property as a condition of connecting to the City's sanitary sewer system or water supply. While State law allows the City to establish reasonable conditions to allow such connections, the requirement to annex prior to receiving sewer and water service may be problematic for certain property owners given that annexation may include properties owned by others who may not be in favor of annexation or may be denied by the Boundary Review Board. Allowing connections by property owners without the need for annexation will ensure urban density development in the Urban Growth Area in a manner consistent with countywide planning policies.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee recommends adoption of the ordinance.

**RECOMMENDATION/MOTION**

Adopt Ordinance No. \_\_\_\_\_ allowing the extension of water and sewer service to properties within the City's Urban Growth Area without a requirement to annex the property.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROVISION OF WATER AND SEWER SERVICE OUTSIDE THE CITY LIMITS; AMENDING SECTIONS 13.04.080 AND 13.32.030 OF THE GIG HARBOR MUNICIPAL CODE RELATING THE GENERAL FACILITY CHARGE FOR WATER AND SEWER CONNECTIONS OUTSIDE THE CITY LIMITS; REPEALING CHAPTER 13.34 OF THE GIG HARBOR MUNICIPAL CODE AND REPLACING WITH A NEW CHAPTER 13.34 ESTABLISHING CONDITIONS FOR OWNERS OF PROPERTY IN OUTSIDE THE CITY LIMITS TO RECEIVE WATER OR SEWER SERVICE FROM THE CITY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, RCW 35.67.310 and RCW 35.92.200 authorize the City to provide water and sewer service to property beyond the city limits; and

WHEREAS, the City may provide water and sewer service to property beyond its limits under such terms, conditions and payments as may be required by the City and evidenced in a written agreement between the City and the property owners; and

WHEREAS, the Washington State Supreme Court has held that the conditions a city may impose on the provision of such service are not limited to those relating to capacity, as long as they are reasonable and lawful (*MT Development LLC v. City of Renton*, 140 Wn. App. 422 (2007), *Yakima County Fire Protection District v. Yakima*, 122 Wn.2d 371 (1993)); and

WHEREAS, the City of Gig Harbor currently provides water and sewer to property lying outside the City limits upon the applicant's compliance with the City's conditions as set forth in chapter 13.34 GHMC, including a condition for properties within the urban growth area to annex as a condition of connection; and

WHEREAS, the City Council desires to remove the requirement for annexation of properties in the urban growth area as a condition of connection; and

WHEREAS, the City's SEPA Responsible Official issued a \_\_\_\_\_ for this Ordinance on \_\_\_\_\_, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on \_\_\_\_\_, 2012; and

WHEREAS, on \_\_\_\_\_, 2012, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to add a new subsection C to read as follows:

**13.04.080 Water system general facility charge.**

A. The city shall charge the following fees to connect to the water utility system:

<b>Meter Size</b>	<b>Capacity Factor(s)</b>	<b>General Facility Charge</b>
3/4"	1.0	\$ 6,180.00
1"	1.67	10,320.00
1-1/2"	3.33	20,580.00
2"	5.33	32,940.00
Over 2"		Negotiable

B. Any remodel and/or use change shall pay the difference between the new use and/or size and the previous use and/or size. No refund shall be allowed for use and/or size reduction.

C. Water system general facility charge for connections outside the city limits shall be charged at 1.5 times the city rates.

Section 2. Section 13.32.060 - Amended. Section 13.32.060(A) of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.060 Sewer general facilities charges.**

A. The city shall impose a sewer general facilities charge of \$8,540 per equivalent residential unit to connect to the sewer system. The sewer general facilities charge for connection to the Shorecrest Community Septic System is \$13,300 per equivalent residential unit. The sewer general facilities charge for all other sewer connections outside the city limits shall be charged at 1.5 times the standard city rate.

Section 3. Chapter 13.34 of the Gig Harbor Municipal Code is repealed in its entirety and replaced with the following new chapter 13.34 to read as follows:

**Chapter 13.34**  
**WATER AND SEWER SERVICE OUTSIDE CITY LIMITS**

Sections:

- 13.34.010 City's authority to provide service outside city limits
- 13.34.020 Water and sewer service outside the urban growth area
- 13.34.030 Water and sewer service application
- 13.34.040 Utility Extension Agreement

**13.34.010 City's authority to provide service outside city limits.**

The city is authorized, pursuant to RCW 35.67.310 and 35.92.200, to provide sewer and water service to property outside the city limits. The city's provision of such service is not mandatory. This chapter establishes the conditions imposed by the city on such service.

**13.34.020 Water and sewer service outside the urban growth area.**

Pursuant to RCW 36.70A.110(4), the city may only extend water and sewer outside the urban growth area in those limited circumstances shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development.

**13.34.030 Water and sewer service application.**

Any person owning property outside the city limits and desiring to have their property connected to the city's water supply system or sewer system shall make application at the office of the city clerk for both a concurrency certificate and the actual connection, on the appropriate form. Every such application shall be made by the owner of the property to be connected and supplied the service, or by his/her authorized agent. The property owner must state fully the purposes for which the water and/or sewer service is required and for properties outside the urban growth area, must also describe the manner in which the application satisfies the requirements in GHMC 13.34.020. In addition, the property owner must agree to sign a utility extension agreement with the all of the elements set forth in this chapter, and conform to the city's regulations concerning water and sewer service set forth in this title, as the same now exists or may be amended in the future. If the city receives such application, approves it under the procedures set forth herein, and subsequently issues a water or sewer concurrency certificate, such certificate shall expire within one year of the date of issuance if the applicant does not pay the required fees and request an actual hook-up or connection to the subject property within that time period.

**13.34.040 Utility Extension Agreement.**

A. Every applicant for water and/or sewer service outside the city limits, including, but not limited to, municipal corporations or quasi-municipal

corporations such as water, sewer or fire districts, must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

1. Agreement to Run with the Property. The agreement shall be recorded against the property in the Pierce County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.

2. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.

3. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to city standards and conform to plans approved by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.

4. Capacity Commitment Payments. The owner shall agree to pay for the city's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the city.

5. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.

6. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

7. General Facilities Charges. The owner shall agree to pay the general facilities charges set by the city in GHMC 13.04.080(C) and/or 13.32.060 (as these sections now exist or may hereafter be amended), as a condition of connecting to the city water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.

8. Agreement Not to Protest Annexation. The owner shall provide the city with an irrevocable power of attorney to allow a city representative to sign a petition for annexation on behalf of the property owner or the property

owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

9. Waiver of Right to Protest LID. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

10. Development of Property to Conform to City Public Works Standards and Utility Regulations. The owner shall agree to comply with all of the requirements of the city's public works standards and utility regulations when developing or redeveloping the property subject to the agreement. The property owner shall be required to apply for and obtain a water and/or sewer concurrency certificate prior to making application for a utility extension agreement.

11. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

B. Review and Approval of Application. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of sewer service, if the council finds that:

1. The application conforms to all elements of this section, and the applicant has signed a utility extension agreement conforming to subsection A of this section; and
2. The city's wastewater treatment plant and NPDES permit will not be affected by the extension or expansion; and
3. The extension or expansion must be consistent with the goals of the city's sewer comprehensive plan and other applicable law, including, but not limited to, the State Environmental Policy Act (SEPA).

C. Conditions. The council's approval of any extension or expansion under this section may be conditioned. Such conditions may include, but are not limited to:

1. Restrictions may be placed on the hours that the city will accept sewage flow from the property;

2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant;

3. The property owner shall have the responsibility to maintain and operate his/her/its own facilities.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Public Hearing and First Reading - Extension of Interim Regulations re: Medical Cannabis Collective Gardens

**Proposed Council Action:** Hold public hearing and review ordinance at first reading

**Dept. Origin:** Planning/Legal

**Prepared by:** Angela Belbeck

**For Agenda of:** March 12, 2012

**Exhibits:** Draft ordinance, ORD 1218 and ORD 1222

	Initial & Date
<b>Concurred by Mayor:</b> <i>no to xx</i>	<u><i>SE</i></u>
<b>Approved by City Administrator:</b>	<u><i>RSK</i></u>
<b>Approved as to form by City Atty:</b>	Yes <u>          </u>
<b>Approved by Finance Director:</b>	<u><i>N/A</i></u>
<b>Approved by Department Head:</b>	<u><i>TD 3/15/12</i></u>

<b>Expenditure Required</b>	n/a	<b>Amount Budgeted</b>	n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In the 2011 legislative session, the Washington State legislature considered a bill (E2SSB 5073) relating to medical use of cannabis (marijuana). On April 29, 2011, Governor Gregoire vetoed the portions of the bill that would have provided the basis under state law for legalizing and licensing medical cannabis "dispensaries," processing facilities and production facilities. Governor Gregoire approved Section 403 of the bill, now codified at RCW 69.51A.085, which provides that qualifying patients may create and participate in "collective gardens" for the purpose of producing, processing, transporting, and delivering cannabis for medical use subject to the following conditions:

- (1) No more than 10 qualifying patients may participate in a single collective garden at any time;
- (2) A collective garden may contain no more than 15 plants per patient up to a total of 45 plants;
- (3) A collective garden may contain no more than 24 ounces of useable cannabis per patient up to a total of 72 ounces;
- (4) A copy of each qualifying patient's valid documentation, including a copy of the patient's proof of identity, must be available at all times on the premises of the collective garden; and
- (5) No useable cannabis from the collective garden is delivered to anyone other than one of the qualifying patients participating in the collective garden.

Note that a collective garden is not the only means for qualifying patients to acquire medical cannabis under state law. Under Section 401 of the legislation, codified at RCW 69.51A.040, qualifying patients may grow up to 15 plants and: (i) possess no more than 24 ounces of usable cannabis; (ii) possess no more cannabis product than what could reasonably be produced with no more than 24 ounces of usable cannabis; or (iii) a combination of usable cannabis and cannabis product that does not exceed a combined total. Although Governor Gregoire vetoed the definition of

“cannabis product,” one can reasonably interpret this to include edible products (baked goods), tinctures and lotions.

RCW 69.51A.140 authorizes cities to adopt and enforce zoning and health and safety requirements on the production, processing, and dispensing of cannabis or cannabis products within their jurisdictions. Without adopting land use regulations for collective gardens, collective gardens could locate in places within the City that may have uses incompatible with collective gardens, such as residential zoning districts and areas near schools, day cares, parks, community centers and facilities such as the Boys and Girls Club and YMCA. Separation requirements between collective gardens will avoid the risk that collective gardens locate on a single parcel and essentially become a large grow operation.

As authorized by state law, on July 11, 2011, the City Council approved Ordinance No. 1218 establishing interim regulations for medical cannabis collective gardens. On July 25, 2011, the City Council held a public hearing on the regulations and adopted Ordinance No. 1222, making additional findings of fact and amending Ordinance No. 1218. The interim regulations will remain in effect until April 11, 2012 unless the interim regulations are extended or new regulations are adopted. No known gardens have been established since Ordinance No. 1218 became effective.

The federal Controlled Substances Act prohibits possession and distribution of marijuana without an exception for medical marijuana. As such, provisions of Washington State medical cannabis laws which authorize possession and distribution of marijuana conflict with federal law. This conflict creates uncertainty regarding regulation of medical cannabis collective gardens. That uncertainty has been magnified by recent federal law enforcement actions against medical cannabis operations in the state and by a recent decision from the California Court of Appeal that a city cannot permit an activity that violates the federal Controlled Substances Act. (*Pack v. City of Long Beach*, 199 Cal.App.4th 1070 (October 4, 2011) (petition for state supreme court review filed; decision on whether the court will hear expected in Spring 2012)). More locally, participants in medical cannabis collective gardens have sued the City of Seattle alleging, among other things, that the City’s licensing requirement prohibits the plaintiffs from exercising their Fifth Amendment right against self-incrimination, acknowledging that “*Since collective gardens are engaged in the purchase, transportation, possession, and distribution of marijuana, they are per se illegal under [the Washington Controlled Substances Act].... Medical marijuana remains illegal for any purposes under [the federal Controlled Substances Act].*” There was a bill before the legislature that could have impacted local regulations (SSB 6265) that died (2/16/12) but may be revived, there are potential impacts should Initiative 502 be approved by Washington voters.

After adoption of Ordinance No. 1218, the intent was to adopt “permanent” medical cannabis collective garden regulations before the the interim regulations expired. Due to recent law enforcement activities, lawsuits and other potential changes to state law, staff now recommends extending the interim regulations to protect the public health, safety and welfare until the issues created by the conflict between state and federal law are addressed. The Planning Commission will conduct a public hearing in Summer of 2012 incorporating recommendations of the city attorney in response to changes in the legal landscape.

**FISCAL CONSIDERATION:** None.

**BOARD OR COMMITTEE RECOMMENDATION:** None.

**RECOMMENDATION/MOTION:** Consider ordinance on first reading and bring back for adoption at second reading.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; EXTENDING INTERIM ZONING CODE AMENDMENTS RELATING TO MEDICAL CANNABIS COLLECTIVE GARDENS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998 and now codified as chapter 69.51A RCW, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana (cannabis); and

WHEREAS, in 2011 the Washington State Legislature considered a bill (E2SSB 5073) that would have authorized the licensing of medical cannabis dispensaries, production facilities, and processing facilities; and

WHEREAS, on April 29, 2011, Governor Gregoire vetoed the portions of E2SSB 5073 that would have provided the basis under state law for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal; and

WHEREAS, in order to provide qualifying patients with access to an adequate, safe, consistent and secure source of medical quality cannabis, E2SSB 5073 also contained a provision, now codified as RCW 69.51A.085, authorizing “collective gardens” which would authorize qualifying patients the ability to produce, grow, process, transport and deliver cannabis for medical use, and that provision was approved by Governor Gregoire, effective on July 22, 2011; and

WHEREAS, E2SSB 5073, as approved and now codified at RCW 69.51A.140 authorized cities to adopt and enforce zoning requirements regarding production and processing of medical cannabis; and

WHEREAS, as authorized under RCW 35A.63.220 and RCW 36.70A.390, the Gig Harbor City Council approved Ordinance No. 1218 on July 11, 2011 adopting interim regulations for Medical Cannabis Collective Gardens that were effective and in full force immediately for a period of nine months, as amended by Ordinance No. 1222 approved after a public hearing on July 25, 2011; and

WHEREAS, the federal Controlled Substances Act and state laws regarding marijuana and cannabis are contradictory and those contradictions are unresolved so there are uncertainties in the area of local regulation of medical cannabis operations; and

WHEREAS, recent federal law enforcement actions against medical cannabis operations in the State of Washington and a recent decision from the California Court of Appeal (*Pack v. City of Long Beach*, 199 Cal.App.4th 1070 (October 4, 2011)) that a city's ordinance establishing a permit system for medical marijuana is preempted by the federal Controlled Substances Act further illustrate the uncertainty local governments must deal with; and

WHEREAS, the City Council deems it to be in the public interest to extend the interim zoning regulations but to not codify permanent regulations due to the uncertainties; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to extend interim regulations for a period of six months after a public hearing and adoption of findings justifying the same; and

WHEREAS, the Gig Harbor City Council held a public hearing on March 12, 2012, to take public testimony relating to this ordinance; and

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

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

**Section 1. Purpose.** The purpose of this ordinance is to extend the interim regulations set forth in Ordinance No. 1218 for a period of six months.

**Section 2. Findings in Support of Extending Interim Regulations.** In addition to the findings previously made as set forth in Ordinance No. 1218, and Ordinance No. 1222, the Gig Harbor City Council makes the following additional findings:

1. The City Council adopts the recitals set forth above in support of extending the interim regulations originally adopted under Ordinance No. 1218.

2. \_\_\_\_\_  
\_\_\_\_\_.

**Section 3. Extension of Interim Zoning Regulations.** The duration of the interim zoning regulations shall remain in effect for an additional period of six months, and shall automatically expire at that time unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent regulations prior to that date.

**Section 4. Planning Commission Work Plan.** The City of Gig Harbor Planning Commission is hereby directed to review the interim regulations in the Summer of 2012,

to consider recommendations of the city attorney in response to changes in law, and to make a recommendation on whether the regulations, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by the end of September, 2012.

**Section 5. Transmittal to Department.** Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

**Section 6. 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 7. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 8. Effective Date.** This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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

**ORDINANCE NO. 1218**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADOPTING INTERIM ZONING CODE AMENDMENTS RELATING TO MEDICAL CANNABIS COLLECTIVE GARDENS; AMENDING SECTION 17.14.020 GHMC; SETTING A PUBLIC HEARING FOR JULY 25, 2011, IN ORDER TO TAKE PUBLIC TESTIMONY REGARDING THE INTERIM ZONING CODE AMENDMENTS; ADOPTING A PLANNING COMMISSION WORK PLAN; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

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WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998 and now codified as chapter 69.51A RCW, created an affirmative defense for "qualifying patients" to the charge of possession of marijuana (cannabis); and

WHEREAS, this year the Washington State Legislature considered a bill (E2SSB 5073) that would legalize by authorizing the licensing of medical marijuana or cannabis dispensaries, production facilities, and processing facilities; and

WHEREAS, on April 29, 2011, Governor Gregoire vetoed the portions of E2SSB 5073 that would have provided the legal basis for legalizing and licensing medical marijuana or cannabis dispensaries, processing facilities and production facilities; and

WHEREAS, E2SSB 5073 also contained a provision authorizing "collective gardens" which would authorize qualifying patients the ability to produce, grow, transport and deliver cannabis for medical use, and that provision was approved by Governor Gregoire and becomes effective on July 22, 2011; and

WHEREAS, E2SSB 5073, as approved further authorized cities to adopt and enforce zoning requirements regarding production and processing of medical cannabis; and

WHEREAS, as part of the process for the adoption of zoning regulations, the land use impacts of collective gardens must be identified; and

WHEREAS, because the land use impacts of growing medical marijuana have been experienced in other jurisdictions, the City of Gig Harbor may look to the experiences of other jurisdictions in drafting zoning regulations for collective gardens; and

WHEREAS, many jurisdictions around the country that have approved medical marijuana uses have experienced numerous land use impacts, such as:

- conversion of residential uses into marijuana cultivation and processing facilities, removing valuable housing stock in a community;
- degrading neighborhood aesthetics due to shuttered up homes, offensive odors; increased night-time traffic; parking issues; loitering from potential purchasers looking to buy from a collective member;
- environmental damages from chemicals being discharged into surrounding and off-site soil and storm and sanitary sewer systems;

- serious risk of fire hazard due to overloaded service connections used to operate grow lights and fans;
- improper ventilation leading to high levels of moisture and mold;
- illegal structural modifications; and
- criminal issues such as home invasions, burglaries and cannabis facilities, theft and property damage; and

WHEREAS, unless interim zoning regulations are imposed, collective gardens may be established within the City of Gig Harbor while the City lacks the necessary tools to ensure that the location is appropriate and that the secondary impacts of such facilities are minimized and mitigated; and

WHEREAS, the City Council deems it to be in the public interest to establish interim zoning regulations related to medical cannabis collective gardens until the City can consider all of the land use impacts of collective gardens, draft regulations, hold hearings and adopt new regulations on the subject in light of the new legislation; and

WHEREAS, the City Council may adopt interim zoning regulations effective for up to one year if a work plan is developed for related studies, necessitating such longer period (RCW 35A.63.220, RCW 36.70A.390); and

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

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

Section 1. Purpose. The purpose of this interim zoning ordinance is to enact minimum zoning regulations relating to collective gardens, which both allow collective gardens as a use (under the limitations herein) and also provides notice to those intending to operate and participate in collective gardens that the City is considering additional and more comprehensive zoning regulations on the subject.

Section 2. Preliminary Findings. The recitals set forth above are hereby adopted as the Gig Harbor City Council's preliminary findings in support of the interim zoning regulations imposed by this ordinance. The Gig Harbor City Council may, in its discretion, adopt additional findings after conclusion of the public hearing referenced in Section 7 below.

Section 3. Definitions. The definitions set forth in RCW 69.51A.010 are incorporated herein by this reference. In addition, the following definitions shall apply:

A. "Marijuana" or "cannabis" means all parts of the plant *Cannabis*, whether growing or not;

B. "Medical marijuana or cannabis collective garden" or "collective garden" means A garden in an enclosed, permanent structure, where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as set forth in chapter 69.51A RCW and subject to the limitations therein and in this ordinance.

C. "Usable cannabis" means dried flowers of the *Cannabis* plant having a tetrahydrocannabinol (THC) concentration greater than three-tenths of one percent per weight or volume. Useable cannabis excludes stems, stalks, leaves, seeds and roots. For purposes of this subsection, "dried" means containing less than fifteen percent moisture content by weight.

D. "Youth oriented facility" means facilities owned or operated by non-profit organizations for the purpose of providing recreational and/or educational opportunities for youth including but not limited to Boys & Girls Clubs, YMCAs, YWCAs, little league baseball and other youth sports associations.

Section 4. Interim Zoning Regulations.

A. Zoning Districts. Medical marijuana or cannabis collective gardens shall be allowed as a conditional use in the following zoning districts and no others: ED.

B. Separation Requirements. No collective garden shall be permitted within 500 feet from any existing collective garden, residential zoning district, public park, community center, elementary or secondary school (public and private), commercial child care business or youth oriented facility. The measurement shall be taken in a straight line from property boundary to property boundary.

C. Additional Requirements. A collective garden must be in a permanent structure designed to comply with the City Building Code and constructed under a building permit from the City regardless of the size or configuration of the structure. Outdoor collective gardens are prohibited. No production, processing or delivery of cannabis may be visible to the public. A collective garden must meet all requirements under E2SSB 5073, including but not limited to limitations on number of members, number of plants, amount of usable cannabis on site, maintenance of each member's valid documentation of qualifying patient status.

D. Applications. In addition to the application requirements for a conditional use set forth in GHMC 17.64.015, an application for a collective garden shall include the following information:

- i. Site plan;
- ii. Floor plan;
- iii. Number of cannabis plants to be grown;
- iv. Electrical and ventilation plans;
- v. Contact person;
- vi. Proof of property ownership or permission from property owner;
- vii. Proof the person signing the application is a qualifying patient;
- viii. Vicinity map showing all collective gardens, public parks, community centers, elementary or secondary schools, commercial child care businesses, youth oriented facilities and boundaries of residential zoning districts within 500feet of the parcel proposed for the collective garden; and
- vix. A survey performed by a surveyor licensed by the State of Washington to show the distance to any and all collective gardens, public parks, community centers, elementary or secondary schools, commercial child care businesses, youth oriented facilities and boundaries of residential zoning districts if the proposed collective garden appears to be within 750 feet of any such use.

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

Section 6. Duration of Interim Zoning Regulations. The interim zoning regulations adopted by this Ordinance shall commence on the date of adoption of this ordinance. The interim zoning amendments adopted by this ordinance shall remain in effect for a period of nine months, and shall automatically expire at that time unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 7. Public Hearing. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this interim zoning ordinance within sixty (60) days of its adoption. The Council shall hold this hearing on July 25, 2011, at 5:30 p.m. or as soon thereafter as the business of the City Council shall permit. The City Council may adopt additional findings justifying the interim zoning regulations after the close of the hearing or during the next City Council meeting immediately following.

Section 8. Planning Commission Work Plan. The City of Gig Harbor Planning Commission is hereby directed to review the interim amendments in the winter of 2012 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by the end of February, 2012.

Section 9. Transmittal to Department. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 10. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

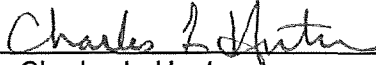
Section 11. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without immediate adoption of interim regulations for medical cannabis collective gardens, collective gardens could locate and operate in the City without restriction, eventually leading to the establishment or operation of such use in locations or conditions that might later be restricted or prohibited in the zoning regulations eventually adopted by the City. The interim zoning regulations must be imposed as an emergency measure to protect the public health, safety and welfare.

Section 12. Publication. This ordinance shall be published by an approved summary consisting of the title.

Section 13. Effective Date. This ordinance shall take effect and be in full force immediately upon passage by a majority vote plus one of the whole membership of the Council.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 11th day of July, 2011.

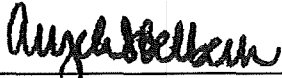
CITY OF GIG HARBOR

  
\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

  
\_\_\_\_\_  
Angela S. Belbeck

FILED WITH THE CITY CLERK: 07/11/11  
PASSED BY THE CITY COUNCIL: 07/11/11  
PUBLISHED: 07/20/11  
EFFECTIVE DATE: 07/11/11  
ORDINANCE NO: 1218



ORDINANCE NO. 1222

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
RELATING TO LAND USE AND ZONING; MAKING ADDITIONAL  
FINDINGS IN SUPPORT OF THE ADOPTION OF INTERIM ZONING  
REGULATIONS RELATING TO MEDICAL CANNABIS COLLECTIVE  
GARDENS UNDER ORDINANCE NO. 1218; AMENDING SECTION  
3(B) OF ORDINANCE NO. 1218 TO EXPAND THE DEFINITION OF  
COLLECTIVE GARDEN; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, on July 11, 2011, the City Council adopted Ordinance No. 1218, establishing immediate interim regulations relating to medical cannabis collective gardens; and

WHEREAS, pursuant to RCW 36.70A.390 and RCW 35A.63.220, a city may adopt interim zoning regulations as long as the city council holds a public hearing on the interim zoning regulations within 60 days of its adoption; and

WHEREAS, the City Council held the public hearing on the interim zoning regulations adopted under Ordinance No. 1218 on July 25, 2011; and

WHEREAS, after considering input from City staff and the public testimony received at the public hearing, the City Council has determined that the interim regulations should be modified; Now, therefore,

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

Section 1. Additional Findings. In support of the interim zoning regulations established by Ordinance No. 1218, and in addition to the findings previously made as set forth in Ordinance No. 1218, the Gig Harbor City Council makes the following additional findings:

1. The City Council has considered the studies and data on file in the City Clerk's office relating to the land use and other secondary impacts associated with medical marijuana and further takes notice of and specifically relies upon the data and studies.

2. The City Council has determined that revising the definition of "medical marijuana or cannabis collective garden" and "collective garden" will encompass all forms of collective gardens that may be authorized under chapter 69.51A RCW.

3. Other: \_\_\_\_\_

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Section 2. Amendment of Ordinance No. 1218

1. Section 3(B) of Ordinance No. 1218 is hereby amended to read as follows:

B. "Medical cannabis collective garden" or "collective garden" means any place, area or garden where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as set forth in chapter 69.51A RCW and subject to the limitations therein and in this ordinance.

2. A new paragraph is added to Section 3 of Ordinance No. 1218 to read as follows:

In addition to the above definitions and as necessary to interpret or apply this ordinance, the City hereby adopts those definitions set forth in chapter 69.51A RCW, as the same now exist or as it may hereafter be amended. In the event chapter 69.51A RCW is amended to include definitions for any of the terms set forth above, the definitions set forth above shall be deemed automatically amended to conform to such amendments.

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

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

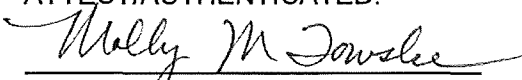
Section 5. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 25th day of July, 2011.

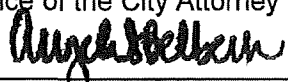
CITY OF GIG HARBOR

  
\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

  
\_\_\_\_\_  
Angela S. Belbeck

FILED WITH THE CITY CLERK: 07/21/11  
PASSED BY THE CITY COUNCIL: 07/25/11  
PUBLISHED: 08/03/11  
EFFECTIVE DATE: 08/08/11  
ORDINANCE NO: 1222



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

**Subject:** Public Hearing and First Reading - Extension of Interim Regulations adopting FEMA Option #3 - Permit-by-Permit Demonstration of Compliance under the Endangered Species Act

**Proposed Council Action:** Hold Public Hearing and adopt on First Reading with a majority plus one vote in favor.

**Dept. Origin:** Planning Department/Legal

**Prepared by:** Peter Katich, Sr. Planner  
Angela Belbeck, City Attorney

**For Agenda of:** March 12, 2012

**Exhibits:** Draft ordinance; Ordinance No. 1223

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CLH 3/11/12</u>
<b>Approved by City Administrator:</b>	<u>PJK</u>
<b>Approved as to form by City Atty:</b>	<u>see attached e-mail dated 3.1.12</u>
<b>Approved by Finance Director:</b>	
<b>Approved by Department Head:</b>	<u>TD 3/1/12</u>

<b>Expenditure Required</b>	\$ n/a	<b>Amount Budgeted</b>	\$ n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In order to maintain eligibility in the National Flood Insurance Program through FEMA, participants must demonstrate compliance with the Biological Opinion issued by the National Marine Fisheries Service ("NMFS") by choosing one of three options provided by FEMA: Option 1 - adopt the FEMA-developed Endangered Species Act ("ESA") compliant model ordinance; Option 2 - meet FEMA checklist for ESA compliance with current regulations; or Option 3 - permit by permit demonstration of ESA compliance.

On September 26, 2011, the City Council approved Ordinance No. 1223 adopting Option 3 as an interim regulation for FEMA compliance. This requires the City to maintain documentation that demonstrates ESA compliance from the applicant obtained from a habitat assessment or Section 7 consultation with NMFS. The provisions of the interim regulations expire March 25, 2012 unless the City extends the interim regulations or adopts permanent regulations. When Ordinance No. 1223 was adopted it was anticipated staff would return to council for an extension of the interim regulations with a work plan based on better knowledge on the timing of adoption of the Shoreline Master Program and the City's ability to shift to Option 2, eliminating the need for these interim regulations. The City is currently undergoing review by FEMA for Option 2 but that option will not become effective until the City completes the update of its Shoreline Master Program early next year. Presently, City staff is analyzing whether permanent adoption of Option 3 may be a better option for the City. The proposed ordinance includes a work plan outlining the timeline for Option 2 and allowing staff additional time to determine whether to propose permanent adoption of Option 3.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION/MOTION**

Adopt on first reading Ordinance No. \_\_\_\_\_, extending the interim regulations adopted under Ordinance No. 1223 relating to development in the flood hazard and buffer areas. (Adoption on first reading requires a vote of the majority plus one in favor and is requested due to the approaching expiration date.)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT IN SPECIAL FLOOD HAZARD AREAS AND WITHIN 200 FEET LANDWARD OF SPECIAL FLOOD HAZARD AREAS; EXTENDING INTERIM REGULATIONS REQUIRING A HABITAT ASSESSMENT OR LETTER FROM NMFS OR FEMA ESTABLISHING COMPLIANCE WITH THE ENDANGERED SPECIES ACT; ESTABLISHING A WORK PLAN; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, in *National Wildlife Federation and Public Employees for Environmental Responsibility v. Federal Emergency Management Agency, et al.*, 345 F. Supp. 2d 1151 (2004), the United States District Court for the Western District of Washington ruled that the Federal Emergency Management Agency ("FEMA") must undergo formal consultation under Section 7 of the Endangered Species Act ("ESA") because the implementation of the National Flood Insurance Program ("NFIP") may affect listed species found in the Puget Sound Region; and

WHEREAS, the as a result of the consultation, National Marine Fisheries Service ("NMFS") issued a Biological Opinion on September 22, 2008, that documented the adverse effects of FEMA's NFIP on listed species found in the Puget Sound Region, which includes Puget Sound Chinook Salmon, Puget Sound Steelhead and Southern Resident Killer Whales; and

WHEREAS, cities that participate in the NFIP must demonstrate compliance with the Biological Opinion by choosing one of three options provided by FEMA: Option #1 - adopt the FEMA-developed ESA compliant model ordinance; Option #2 - meet FEMA checklist for ESA compliance with current regulations; or Option #3 - permit by permit demonstration of ESA compliance; and

WHEREAS, the City is currently undergoing review by FEMA for Option #2 but that option cannot become effective until the City completes the update of its Shoreline Master Program; and

WHEREAS, until the requirements for Option #2 are met, the City believes that Option #3 best meets the needs of the environment and community. This requires the City to maintain documentation from the applicant obtained from a habitat assessment or Section 7 consultation with NMFS, that demonstrates compliance with the ESA. This documentation is to be maintained by the City with the applicable permit file and available for FEMA review upon request; and

WHEREAS, the City Council deems it to be in the public interest to extend the interim regulations but not to codify permanent regulations until either Option #2 is approved or the City otherwise determines to adopt Option #3 on a permanent basis; and

WHEREAS, the City Council held a public hearing on March 12, 2012 to take public testimony relating to this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to extend the interim regulations set forth in Ordinance No. 1223 for a period of six months.

Section 2. Findings in Support of Extending Interim Regulations. In addition to the findings previously made as set forth in Ordinance No. 1223, the Gig Harbor City Council makes the following additional findings:

1. The City Council adopts the recitals set forth above in support of extending the interim regulations originally adopted under Ordinance No. 1223.

2. [Other, if any.]

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Section 3. Extension of Interim Regulations. The interim regulations adopted under Ordinance No. 1223 shall remain in effect for an additional period of six months, and shall automatically expire at that time unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to expiration, or unless the same are repealed or superseded by permanent regulations prior to expiration.

Section 4. Work Plan. The present schedule for adoption of the Shoreline Master Program (SMP) and anticipated adoption of FEMA Option #2 is as follows:

1. **February 29, 2012**-Issued SEPA Determination of Nonsignificance for SMP update. 60-day Department of Commerce Integrated SEPA/GMA review and public review and comment period initiated;
2. **April 30, 2012**-60-day SEPA comment period ends;
3. **May 7, 2012**-7 day SEPA appeal period ends;
4. **May 14, 2012**-City Council Public Hearing on February 29, 2012 draft SMP;
5. **May 29, 2012**-City Council First Reading of Ordinance
6. **June 11, 2012**-City Council 2<sup>nd</sup> Reading of Ordinance-Revised draft SMP and city response to FEMA's 12.8.11 letter provided to FEMA for review and consideration;
7. **July 2, 2012**-City Council adopted SMP provided to the Washington State Department of Ecology for review pursuant to RCW 90.58.090. Per the RCW, Ecology shall strive to complete its review in a maximum of 180-days. Per RCW 90.58.090(2)(b), Ecology, at its discretion, may conduct a public hearing on the request within its designated 30-day comment period.
8. **February, 2013**-Ecology takes final action of city approved SMP and the master program becomes effective.
9. **February, 2013**-submit Ecology-approved SMP to FEMA for review and consideration as part of City's Option #2 approach for complying with the NMFS Biological Opinion.
10. FEMA approval of Option #2 approach to follow.

The Planning Director shall review the progress of the City's Shoreline Master Program update and consider whether permanent adoption of FEMA Option #3 should be recommended. The Planning Director shall make a recommendation to the Gig Harbor City Council by the end of August, 2012, as to whether to extend the interim regulations in anticipation of adoption of the Shoreline Master Program or whether to adopt Option #3 on a permanent basis.

Section 5. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 6. 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 7. 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 *Pro Tem* of the City of Gig Harbor, this 12th day of March, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor *Pro Tem*

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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

**Katich, Peter**

---

**From:** Angela S. Belbeck [abelbeck@omwlaw.com]  
**Sent:** Thursday, March 01, 2012 9:26 AM  
**To:** Dolan, Tom; Katich, Peter  
**Cc:** Kester, Jennifer  
**Subject:** RE: FEMA regs - Work Plan for extension  
**Attachments:** council bill extending FEMA interim regulations (964039).DOC; ordinance extending interim regulations for FEMA option 3 (964037).DOC

Thanks, Tom and Pete, for your input. Here are the proposed council bill and ordinance. Note that the draft ordinance and Ordinance No. 1223 are to be attached. (And don't forget to advertise the public hearing.) Let me know if you have any questions.

--Angela

---

**From:** Dolan, Tom [mailto:DolanT@cityofgigharbor.net]  
**Sent:** Wednesday, February 29, 2012 4:18 PM  
**To:** Angela S. Belbeck; Katich, Peter  
**Cc:** Kester, Jennifer  
**Subject:** RE: FEMA regs - Work Plan for extension

Yes – please remove the PC involvement.

Tom

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**From:** Angela S. Belbeck [mailto:abelbeck@omwlaw.com]  
**Sent:** Wednesday, February 29, 2012 3:36 PM  
**To:** Katich, Peter; Dolan, Tom  
**Cc:** Kester, Jennifer  
**Subject:** RE: FEMA regs - Work Plan for extension

Thanks, Pete. I thought we were going to take the planning commission out of the work plan. Tom, do you want me to delete the planning commission involvement and say that you'll take the recommendation to council by the end of August?

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**From:** Katich, Peter [mailto:KatichP@cityofgigharbor.net]  
**Sent:** Wednesday, February 29, 2012 3:33 PM  
**To:** Angela S. Belbeck; Dolan, Tom  
**Cc:** Kester, Jennifer  
**Subject:** RE: FEMA regs - Work Plan for extension

Hi Angela: Per your request, here it is:

Section 4. Work Plan. The present schedule for adoption of the Shoreline Master Program (SMP) and anticipated adoption of FEMA Option #2 is as follows:

1. **February 29, 2012**-Issued SEPA Determination of Nonsignificance for SMP update. 60-day Department of Commerce Integrated SEPA/GMA review and public review and comment period initiated;
2. **April 30, 2012**-60-day SEPA comment period ends;
3. **May 7, 2012**-7 day SEPA appeal period ends;
4. **May 14, 2012**-City Council Public Hearing on February 29, 2012 draft SMP;
5. **May 29, 2012**-City Council First Reading of Ordinance
6. **June 11, 2012**-City Council 2<sup>nd</sup> Reading of Ordinance-Revised draft SMP and city response to FEMA's 12.8.11 letter provided to FEMA for review and consideration;



7. **July 2, 2012**-City Council adopted SMP provided to the Washington State Department of Ecology for review pursuant to RCW 90.58.090. Per the RCW, Ecology shall strive to complete its review in a maximum of 180-days. Per RCW 90.58.090(2)(b), Ecology, at its discretion, may conduct a public hearing on the request within its designated 30-day comment period.
8. **February, 2012**-Ecology takes final action of city approved SMP and the master program becomes effective.
9. **February, 2012**-submit Ecology approved SMP to FEMA for review and consideration as part of city's Door #2 approach for complying with the NMFS Biological Opinion.
10. ??????-FEMA approval of Door #2 approach

The Planning Director shall review the progress of the City's Shoreline Master Program update and consider whether permanent adoption of FEMA Option #3 should be recommended. The Planning Commission shall review such information from the Planning Director, conduct such public hearings as may be necessary or desirable, and forward its recommendation to the Gig Harbor City Council by the end of August, 2012, as to whether to extend the interim regulations in anticipation of adoption of the Shoreline Master Program or whether to adopt Option #3 on a permanent basis.

Angela: The first time FEMA reviewed our Door #2 submittal, it took them over 5-months to complete the review and provide the city with comments. In theory, the 2<sup>nd</sup> review should not take as long. Based on the comments FEMA provided in its letter dated 12.8.11, a copy of which is attached, I think we could work on a response to FEMA once the City Council formally adopts the draft SMP and the Ecology review process is initiated. A number of the issues raised by FEMA will take some additional expertise beyond what I have to respond to them. Please let me know if you have any questions or comments. Thanks. Pete

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**From:** Angela S. Belbeck [mailto:abelbeck@omwlaw.com]  
**Sent:** Monday, February 27, 2012 2:22 PM  
**To:** Dolan, Tom; Katich, Peter  
**Subject:** FEMA regs - Work Plan for extension

Tom and Pete, as you know, we need to include a work plan to extend the FEMA interim regulations. I'm thinking of laying out the present Shoreline Master Program schedule, then throwing in a planning commission review this summer to consider extension of Option #3 to accommodate the Option #2 process or to recommend adopting Option #3 on a permanent basis. What do you think? If okay, please let me know the present schedule so I can insert. Thanks!

Section 4. Work Plan. The present schedule for adoption of the Shoreline Master Program and anticipated adoption of FEMA Option #2 is as follows:

[insert present timeline]

The Planning Director shall review the progress of the City's Shoreline Master Program update and consider whether permanent adoption of FEMA Option #3 should be recommended. The Planning Commission shall review such information from the Plannign Director, conduct such public hearings as may be necessary or desirable, and forward its recommendation to the Gig Harbor City Council by the end of August, 2012, as to whether to extend the interim regulations in anticipation of adoption of the Shoreline Master Program or whether to adopt Option #3 on a permanent basis.

**Angela S. Belbeck** | Attorney

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**Subject: First Reading – Ordinance  
Prohibiting Parking in Fire Lanes**

**Proposed Council Action: Consider  
Ordinance on first reading**

**Dept. Origin:** Court

**Prepared by:** Stacy Colberg

**For Agenda of:** March 12, 2012

**Exhibits:**

Initial & Date

**Concurred by Mayor:** SC

**Approved by City Administrator:** RJK

**Approved as to form by City Atty:** approved per email

**Approved by Finance Director:** QR

**Approved by Department Head:** SC

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

**INFORMATION / BACKGROUND**

The UFC reference (Uniform Fire Code) is one that was adopted years ago (1997) but has since been replaced by the above mentioned IFC 503.4 (2009).

Under Title 15 Section 15.06.020(E) GHMC the City adopts the International Fire Code-2009 (IFC). Violations of the IFC are Criminal offences punishable by fine of up to \$5,000.00 and/or imprisonment for up to one year 15.24.080 (B,C) GHMC.

Section 503.4 IFC-2009 reads: "Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times."

Under IFC, what used to be a \$20 parking ticket is now a gross misdemeanor. The proposal is to handle fire lane parking violations more in line with other parking violations by adding a new section to the existing chapter 10.06 for parking regulations. The proposed penalty for fire lane violations is \$25.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to: Consider ordinance on first reading and bring back for adoption at second reading.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKING REGULATIONS; AMENDING CHAPTER 10.06 OF THE GIG HARBOR MUNICIPAL CODE BY ADDING THE DEFINITION OF "FIRE LANE" AND A NEW SECTION 10.06.045 PROHIBITING PARKING IN FIRE LANES; ADDING A NEW SECTION 15.16.097 TO THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the City adopted the International Fire Code (2009 Ed.) under chapter 15.06.020 of the Gig Harbor Municipal Code; and

WHEREAS, Section 503.4 of the International Fire Code prohibits obstruction of fire lanes, punishable as a gross misdemeanor under GHMC 15.24.080(B); and

WHEREAS, the City desires to handle fire lane parking violations in a manner similar to other parking violations within the City by adding a new section to chapter 10.06 (Parking Regulations) of the Gig Harbor Municipal Code; Now, therefore,

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

Section 1. Section 10.06.010 - Amended. Section 10.06.010 of the Gig Harbor Municipal Code is amended to add, in alphabetical order, the following definition:

"Fire lane" means the area within any public or private property reserved for fire vehicles and other firefighting apparatus and emergency equipment to use, travel upon and/or park.

Section 2. Section 10.06.045 - Added. A new section 10.06.045 is added to the Gig Harbor Municipal Code to read as follows:

**10.06.045 Parking in fire lane - prohibited.**

A. No person shall stop, stand or park a vehicle, whether occupied or not, within any fire lane except:

1. Momentarily to pick up or discharge a passenger or passengers provided the driver must remain with the vehicle at all times and must immediately vacate the fire lane if a fire truck or other firefighting or emergency vehicle arrives; or
2. When necessary to temporarily avoid conflict with other moving traffic; or

3. In compliance with the direction of a police officer, fire official, traffic control sign, signal or device.
- B. Fire lane locations shall be designated by the building official, fire marshal or city engineer and identified either by a red painted curb or appropriate signage prohibiting parking due to the fire lane.

Section 3. Section 15.16.097 - Added. A new section 15.16.097 is added to the Gig Harbor Municipal Code to read as follows:

**15.16.097 Amendment to IFC Section 503.4.**

Section 503.4 of the IFC is amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Any parking in violation of this section shall be a violation under chapter 10.06 GHMC. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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

Mayor Pro Tem  
City of Gig Harbor Council Members  
3510 Grandview Street  
Gig Harbor, Washinton 98335

March 11, 2012

Re: Point Fosdick & 56th Street Improvement Project-Voluntary Agreement with WWR Properties (d/b/a Hogan Enterprises) in the amount of \$638,000.

Dear Mayor and Council Members,

In a letter to the Mayor from Rob Karlinsey, City Administrator, dated March 2, 2012, it states under "Public outreach-circulated 3,450 letters to west-side residents & businesses containing project information, two different public meetings and personal visits to businesses adjacent to the project." The public meetings referred to and no doubt everything else in this statement happened well before this Agreement was drafted and presented to the Council on March 5th.

Yet according to the "Summary of Attendee Verbal Comments Plus City Responses During Open House Meetings on 1/25/12 & 2/2/12, it is stated: The city will send out weekly/biweekly email notices to all stakeholders, posting project updates on the City website and marketing blog. We'll also use local papers & media outlets. (We'll also place changeable message signs periodically to inform the public of upcoming construction phases.)

At these meetings there was basically no concrete information about this project other than the fact that TIB grant money had been awarded; certainly nothing about any Agreement between the City and the Developer. On March 10 when I spoke to several business owners in the area that would be affected by this proposed project, no one had any knowledge about the hearing today with this Agreement on today's agenda. Not one person could tell me about today's Hearing, had heard about it from the City, nor had they been kept informed about any progress on this proposed project.

Part of the reason for this lack of notification and information about this Agreement between Hogan Enterprises and the City is no doubt due to the fact that only in this past week was this Agreement proposed to the City. In a week's time, it was supposed to be carefully looked at, discussed, debated and signed. Certainly affected business owners or adjacent residents had no knowledge of this proposed Agreement. Does this seem to you to be adequate public notice to the citizens of this city on this issue? It doesn't to me.



This proposed road project has been considered for a decade, but it has only recently come together with the State TIB grant. However, in a letter to Steve Misiurak, P.E., City Engineer, from Robert Hogan dated July 11, 2011, in regard to this proposed road project "agreed to provide private funding for the improvements associated with redevelopment in accordance with the City's design plans for the subject project. The value of these improvements in 2011 dollars is estimated at \$1,250,000!" The Developer has now backed out of this little agreement. Time goes by until a week ago (two weeks before the expiration of the \$2 million ± grant money disappears and one week before today's Hearing) the Developer comes to the City with a draft Agreement for the City to sign.

So the Developer decides (at the last possible moment in order for the City to receive the TIB grant) that instead of the \$1.25 million he agreed to seven months ago, he is now only willing to give the City up to \$638,000, of which \$400,000 shall be delivered to the City on March 16, 2012, which the City must deposit in an interest-bearing bank account and which can not be withdrawn before February 28, 2013 or 30 days after the Project is substantially completed--less accrued interest and any associated account costs, of course.

The remaining \$238,000 cannot be withdrawn by the City any sooner than 60 days following site plan approval for the Developer's Project, unknown though it may be what the Developer has in mind for his property, at this time.

Also, as further consideration of the above payment, upon acceptance of a complete transportation CRC application which accurately reflects the revised proposed Development, the City will reserve whichever is smaller--638 pm peak hour trips or the maximum number of trips from the Development that can be reserved without causing the intersection of Olympic Drive/Point Fosdick Drive to fall below LOS D.

Traffic on Pt. Fosdick Drive as well as Olympic Drive was bad to horrible during weekends and peak traffic hours before the recently completed traffic mitigation for the Pt. Fosdick Square Redevelopment. The Transportation Technical Report compiled for the redevelopment (dated December 23, 2010) states on Page 35 that even with this

required mitigation, one of the "unavoidable adverse impacts" listed would be: "causes the intersection to continue to operate at LOS E."

The TT Report did not include the traffic impacts of any new development on the other side of the intersection. One can hardly imagine the congestion that would occur there if the Developer in question here today were to build on his property to the scale he proposed last year. Large scale development such as this is not appropriate to this neighborhood. Gig Harbor North was set aside for development of this magnitude. Traffic congestion can only be mitigated so far and it is my belief that this intersection cannot be mitigated any further. The road reconstruction project before the city today would do nothing but increase the congestion especially with the large scale development it would encourage and surely bring.

The City has little or no knowledge of what the Developer wishes to build on his property and yet is asked to sign onto an Agreement with conditions it is unable to anticipate or adequately plan for.

Yet the agent for the Developer does not think they are getting any special consideration or a "sweet heart" deal as he called it. But I think that this Agreement shows just that.

Signing on to this Agreement could set a precedent that the City may have to deal with for years to come. Yes, there will always be roads to build, but there will still be other money to be found, without strings attached to build them.

Sincerely,



Helen Nupp  
11320 148th Avenue KPN  
Gig Harbor, Washington 98329