

Gig Harbor City Council Meeting

**April 9, 2012
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, April 9, 2012 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

WELCOME: New City Administrator, Dennis Richards

CONSENT AGENDA:

1. Approval of City Council Minutes March 26, 2012.
2. Correspondence / Proclamations: a) Parks Appreciation Day; b) Earth Day 2012.
3. Liquor License Action: a) Special Occasion - Greater Gig Harbor Foundation; b) Application – Discovery Village.
4. Receive and File: a) Boards and Candidate Review Committee Minutes March 26, 2012; b) Salary Commission Minutes March 21, 2012; c) Gig Harbor Boatyard Annual Report.
5. Appointment to the Arts Commission.
6. Appointment to Building Code Advisory Board.
7. Appointment to the Design Review Board.
8. Appointments to the Parks Commission.
9. Reappointments to Salary Commission.
10. Resolution No. 897 – Surplus Appliances.
11. Austin Estuary Restoration Project – Construction Testing Services / Construction Testing Laboratories.
12. Tides Tavern Shed License Agreement Amendment.
13. Skansie Netshed Lease Agreement – Coastal Heritage Alliance.
14. Approval of Payment of Bills Apr. 9, 2012: Checks #69362 through #69466 in the amount of \$605,791.51.
15. Approval of Payroll for March: Checks #6455 through #6472 and direct deposits in the total amount of \$318,209.05.

PRESENTATIONS:

Parks Appreciation Day – Gig Harbor Parks Commission.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Side Yard Setbacks in the Historic District.
2. Proposed Amendment to 2012 Marketing Budget.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

Farewell to Rob Karlinsey.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Apr. 19th at 3:00 p.m.
2. Boards and Candidate Review Committee: Mon. Apr 23rd at 4:30 p.m.
3. Council Retreat: Fri. May 11th at 8:30 a.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i) and guild negotiation per RCW 42.30.140(4)(a).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – March 26, 2012

PRESENT: Councilmembers Young, Guernsey, Perrow, Malich, and Kadzik. Councilmember Ekberg acted as Mayor Pro Tem in Mayor Hunter's absence. Councilmember Payne was absent.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval: a) Special City Council Minutes March 5, 2012; b) City Council Minutes of March 12, 2012.
2. Liquor License Action: a) Application - The British Connection; b) Added Privilege - Walgreens; c) Renewals: Costco, Water to Wine, Eagles, Gig Harbor Chevron, Gig Harbor 76, Il Lucano, Tokyo Teriyaki, Gateway to India, Tides Tavern, and Greenhouse Restaurant; d) Added Privilege – Bartells; e) Spirits Retailer – Gig Harbor Spirits.
3. Receive and File: a) Parks Commission Minutes Feb. 1, 2012; b) Lodging Tax Advisory Committee Minutes Mar. 8, 2012.
4. Resolution No. 896 – Amendments to City's Section 125 Flexible Spending Plan.
5. Second Reading of Ordinance No. 1235 – Utility Extensions in UGA.
6. Second Reading of Ordinance no. 1236 -Extension of Interim Regulations re: Medical Cannabis Collective Gardens.
7. Well City Policy.
8. Shorecrest Sewer System Rate Study Contract Amendment – Peninsula Financial Consulting.
9. Acceptance of Easement for Viewing and Access – Bayview Building.
10. Austin Estuary Restoration Project / Consultant Services Contract Amendment No. 1 – Construction Management Services / Parametrix.
11. Approval of Employee Guild Collective Bargaining Agreement.
12. Approval of Payment of Bills March 26, 2012: Checks #69267 through #69361 in the amount of \$472,831.91.

Mayor Pro Tem Ekberg announced that for Consent Agenda Item 6, there has been an update to Section 2 of the Ordinance.

Councilmember Malich commented that he would be voting no on the Consent Agenda approval due to Item 5.

MOTION: Move to adopt the Consent Agenda.
Kadzik / Guernsey – five voted yes. Councilmember Malich voted no.

PRESENTATIONS:

Fire Chief John Burgess – EMS Levy. Chief Burgess first introduced Tom Sutich, Chairman of the Board for Fire District No. 5. Chief Burgess then presented a quick overview of District No. 5 and its staffing model to reduce response time to both fire and emergency services. He explained that since 2010 funding decreases have made it difficult to make up the 2.4 million

dollar revenue losses and so the Board voted to put this levy before the community. He said that the proposed levy raises the current 35¢ per \$1,000 assessed value to 50¢, which would raise approximately 1.1 million dollars and allow them to maintain the current level of service. He offered to answer Council questions.

OLD BUSINESS:

1. Second Reading of Ordinance – Prohibiting Parking in Fire Lanes. Court Administrator Stacy Colberg presented the information requested at the last meeting regarding parking violation amounts in other jurisdictions. She said that staff is recommending a \$150.00 fine as it falls in the middle of what others charge.

MOTION: Move to adopt Ordinance No. 1237 as presented.
Kadzik / Perrow – unanimously approved.

NEW BUSINESS: None scheduled.

STAFF REPORT:

New Public Transportation Benefit Area Authority. City Administrator Rob Karlinsey introduced this request by Pierce Transit for continued representation. He turned it over to Councilmember Young for more information.

Councilmember Young explained that once the boundaries were changed, they needed to change the Board. He presented information on how Gig Harbor could benefit from the future Board and described the proposal to use a model based the Puget Sound Regional Council classification of cities for the PTB Board makeup to try and ensure that transit cuts do not negatively affect the outlying areas.

Council concurred that this sounds like a good plan and that Councilmember Young should continue to serve.

PUBLIC COMMENT:

Steve Nelson – Owner of Taco Time on Point Fosdick. Mr. Nelson read a letter voicing concern for the impact on the businesses on Point Fosdick during construction of the 56th / Pt. Fosdick Street Project. He spoke in support of doing as much of the construction as possible during the day on 56th but at night on Point Fosdick even though it might be inconvenient to do so. He stressed that it is incumbent upon the City Council to support businesses and citizens by minimizing the impacts from this project.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Pro Tem Ekberg announced the birth of his new granddaughter, born to his son Adam and daughter-in-law Josie over the weekend. Councilmembers congratulated him.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning/Building Committee: Mon. Apr. 2nd at 5:15 p.m.
2. Operations and Public Projects Committee: Thu. Apr. 5th at 3:00 p.m.
3. Finance / Safety Committee: Mon. Apr. 9th at 4:00 p.m.
4. Council Retreat: Fri. May 11th at 8:30 a.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i). In attendance: Mayor Pro Tem Ekberg, Councilmembers, City Attorney Angela Belbeck, City Administrator Rob Karlinsey. No action is to be taken after the session.

Councilmember Guernsey recused herself from the session due to a conflict of interest.

MOTION: Move to adjourn to Executive Session at 5:51 p.m. for approximately fifteen minutes for the purpose of discussing pending litigation per RCW 42.30.110(1)(i).
Kadzik / Perrow – unanimously approved.

MOTION: Move to return to regular session at 6:3 p.m.
Kadzik / Perrow – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 6:03 p.m.
Kadzik / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1011

Steven Ekberg, Mayor Pro Tem

Molly Towslee, City Clerk



Subject: Amendment to Tides Tavern Shed License Agreement – Dylan Enterprises

Proposed Council Action:

Authorize the Mayor to execute the attached shed license agreement amendment with Dylan Enterprises.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: April 9, 2012

Exhibits: License Agreement

Initial & Date

Concurred by Mayor:	<u>CLH 4/3/12</u>
Approved by City Administrator:	<u>ROK</u>
Approved as to form by City Atty:	<u>VIA EMAIL</u>
Approved by Finance Director:	<u>[Signature]</u>
Approved by Department Head:	<u> </u>

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

INFORMATION / BACKGROUND

In 2010, the City of Gig Harbor purchased the property located at 3003 Harborview Drive, now being called the Maritime Pier property and formerly known as Madison Shores. The City recently constructed a new parking lot at the Maritime Pier property, which is now City right-of-way. A public restroom at the property is nearing completion. Permits and funding are in place to replace the current pier.

Since the 1970s, a shed built by the Tides Tavern (Dylan Enterprises) has been located on the site near the bulkhead at the Soundview Drive street end. In April of 2011, the City entered into an agreement with the Tides Tavern owner to maintain the shed's current location and to reduce its footprint. In exchange the owner will pay the City \$2,943 per year for the term of the lease (20 years).

Due to unanticipated challenges related to the 5' by 10' area to be vacated under this agreement, specifically that filling the newly exposed 5' by 10' by 4' deep hole would endanger the water side bulkhead, Dylan Enterprises requests a new shed configuration. An amended license agreement is needed to allow the request to modify the dimensions.

The proposed amendment to the license agreement, including a revised Exhibit showing the proposed new shed dimensions, is included with this Council Bill.

FISCAL CONSIDERATION

The City will continue to receive \$2,943 per year in return for allowing the Tides Tavern to locate its shed on City right-of-way. In addition, the Tides Tavern will continue to pay the leasehold excise tax.

BOARD OR COMMITTEE RECOMMENDATION

This proposal is scheduled to be reviewed by City Council's Public Works Committee on April 5, 2012.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the attached shed license agreement amendment with Dylan Enterprises.

**AMENDMENT
TO
LICENSE TO USE PROPERTY
(Tides Shed)**

THIS AMENDMENT is made to that certain License to Use Property dated April 12, 2011 (the "License"), by and between the CITY OF GIG HARBOR, a Washington municipal corporation (hereinafter the "City"), and DYLAN ENTERPRISES, INC., a Washington corporation (hereinafter "Dylan Enterprises").

RECITALS

WHEREAS, the City, through the License, authorized Dylan Enterprises to use certain City real property for purposes in connection with the Tides Tavern; and

WHEREAS, the License required Dylan Enterprises to make improvements to the existing shed and to reduce the length of the existing shed from a 15' by 10' footprint to a 10' by 10' footprint; and

WHEREAS, due to unanticipated challenges related to the 5' by 10' area to be vacated under this agreement, specifically that filling the newly exposed 5' by 10' by 4' deep hole would endanger the water side bulkhead, Dylan Enterprises requests a new shed configuration, and the parties desire to amend the License to allow the modified dimensions;

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

1. Section 1, License to Use Property, is hereby amended as follows:

1. License to Use Property. The City hereby grants to Dylan Enterprises a license to use the real property depicted ~~as Area 4 on Exhibit A~~ Exhibit B, attached hereto and incorporated herein by this reference (the "Licensed Premises") for the purpose of maintaining a shed and smoker for Dylan Enterprises' use associated with the Tides Parcel, along with the right to access the shed and smoker from the Tides Parcel. No other use of City property is authorized under this License.

2. Section 6, Alteration and Maintenance of Shed; Removal, is hereby amended as follows:

6. Alteration and Maintenance of Shed; Removal. Dylan Enterprises shall maintain the shed in good condition and maintain an appearance consistent with the historical architectural ~~and~~ look of the existing Tides Tavern on the Tides Parcel. Within six months of the commencement of this License, Dylan Enterprises will reduce the length and width of the shed ~~to no more than ten feet by ten feet, as depicted as Area 1 in on Exhibit A~~ Exhibit B of this License. Also

within six months of the commencement of this License, Dylan Enterprises shall improve the exterior appearance of the shed to be in keeping with the historical architecture of the Tides Tavern. Plans for said shed improvements shall be reviewed and approved in advance and in writing by and at the discretion of the City. Such approval shall be for aesthetic appearance only and shall not be construed as the City's approval as to the structural integrity of the shed or compliance with applicable regulations, laws or ordinances. Dylan Enterprises will spend up to \$5,000 in making the aesthetic shed improvements. This up to \$5,000 amount will be in addition to Dylan Enterprises' costs for reducing the shed dimensions. Dylan Enterprises or its successors may abandon the shed with 30 days notice to the City and thereby terminate this License. If the License is terminated at any time during a calendar year, the license fee for the remainder of any calendar year will not be prorated nor returned to Dylan Enterprises. Upon termination, expiration or revocation of this License Dylan Enterprises will remove the shed and all personal property from the Licensed Premises, unless otherwise agreed by the City.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates shown below, to be effective when fully executed.

CITY OF GIG HARBOR

DYLAN ENTERPRISES, INC.,
d/b/a Tides Tavern

Mayor Charles L. Hunter
Date: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

[Notaries on following page.]

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

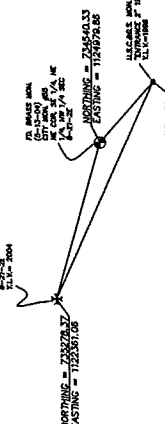
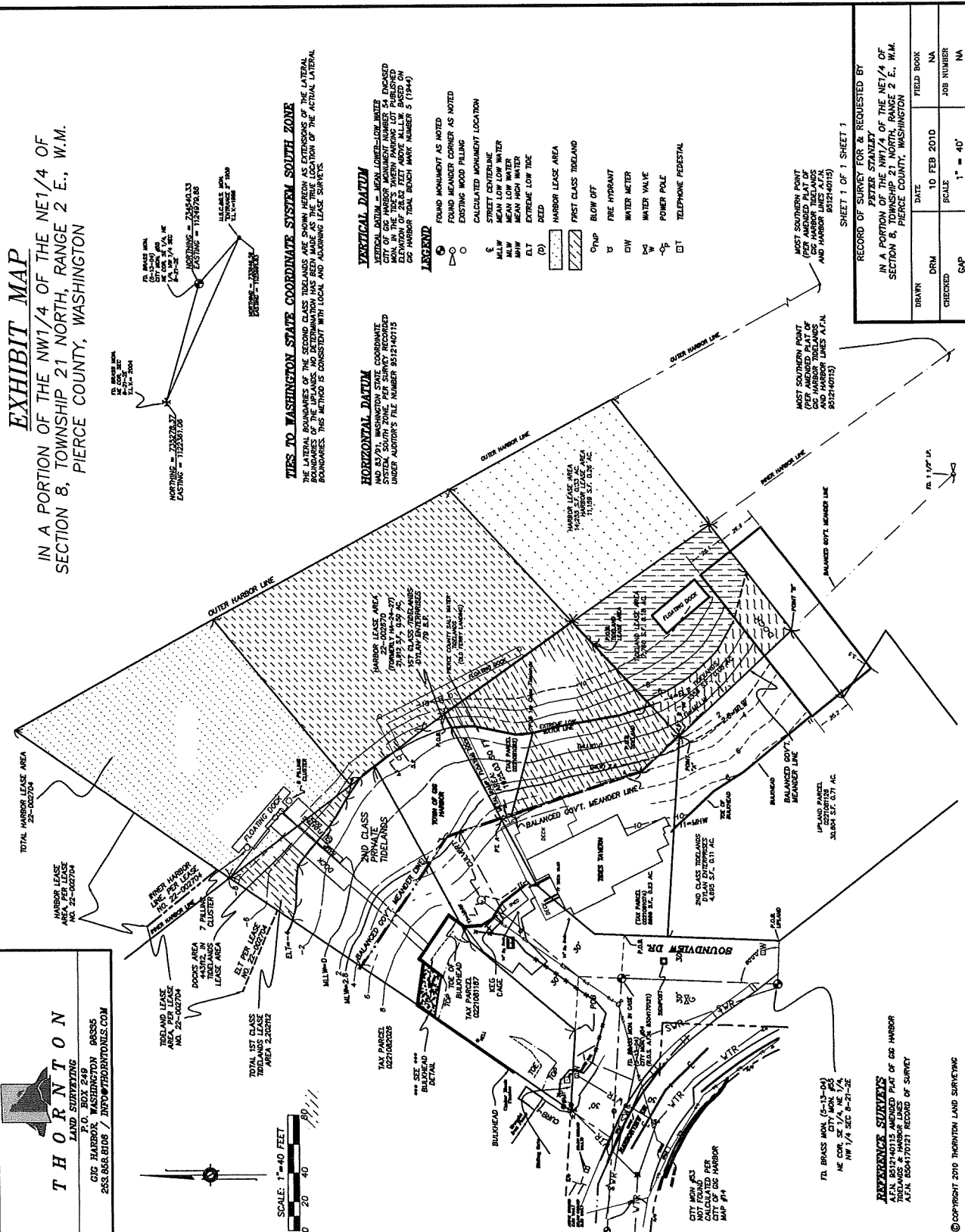
Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

Exhibit B

B - 1

EXHIBIT MAP

IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON



TIES TO WASHINGTON STATE COORDINATE SYSTEM SOUTH ZONE
THE LATERAL BOUNDARIES OF THE SECOND CLASS TIDE LINES ARE SHOWN HEREIN AS EXTENSIONS OF THE LATERAL BOUNDARIES OF THE NEIGHBORING SECOND CLASS TIDE LINES IN CONNECTION WITH LOCAL AND ADJOINING LEASE SURVEYS.

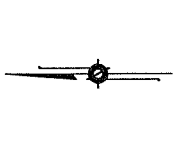
HORIZONTAL DATUM
AND BY 731 WASHINGTON STATE COORDINATE SYSTEM. THE SURVEY WAS CONTROLLED BY THE ADJUTOR'S FILE NUMBER 8512140715 UNDER ADJUTOR'S FILE NUMBER 8512140715

VERTICAL DATUM
VERTICAL DATUM = MEAN LOWER LOW WATER (M.L.L.W.) AS DETERMINED BY TIDE GAUGE NO. 3712 LOCATED IN THE TIDE'S TERNARY PARKING LOT PUBLISHED IN THE TIDE PUBLICATION OF THE NATIONAL TIDE DATUM SERVICE. THE ELEVATION OF 2.625 FEET ABOVE M.L.L.W. BASED ON CGC HARBOR TIDE GAUGE NUMBER 8 (1994)

- LEGEND**
- FOUND MONUMENT AS NOTED
 - FOUND MONUMENT CORNER AS NOTED
 - EXISTING WOOD PILING
 - CALCULATED MONUMENT LOCATION
 - STREET CENTERLINE
 - MEAN LOW LOW WATER
 - MEAN HIGH WATER
 - MEAN TIDE
 - EXTREME LOW TIDE
 - DEED
 - HARBOR LEASE AREA
 - FIRST CLASS TIDE LAND
 - CHIP
 - BLOW OFF
 - FIRE HYDRANT
 - DW WATER METER
 - WATER VALVE
 - POWER POLE
 - TELEPHONE PEDESTAL

DRAWN	DATE	FIELD BOOK
CAP	10 FEB 2010	NA
CHECKED	SCALE	JOB NUMBER
NA	1" = 40'	NA

THORNTON
LAND SURVEYING
C/O GIG HARBOR, WASHINGTON GRASSES
253.858.8108 / INFO@THORNTONLS.COM



RECORD OF SURVEY FOR & REQUESTED BY
IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON

REFERENCE SURVEYS
A.E.N. 8512140715 AMENDED PLAT OF CGC HARBOR TIDE LINES & HARBOR LINES
A.F.N. 8504170721 RECORD OF SURVEY

B - 2

Requested Amendment
to Agreement -
Low Shed Roof to
cover 10' x 5' x 4' deep hole

10' x 10' 3/18/2012
High Shed per
existing agreement
with City of 919 Harbor

3/19/2012
This attachment
to the shed has
already been
demolished

S4. Drain



SHED

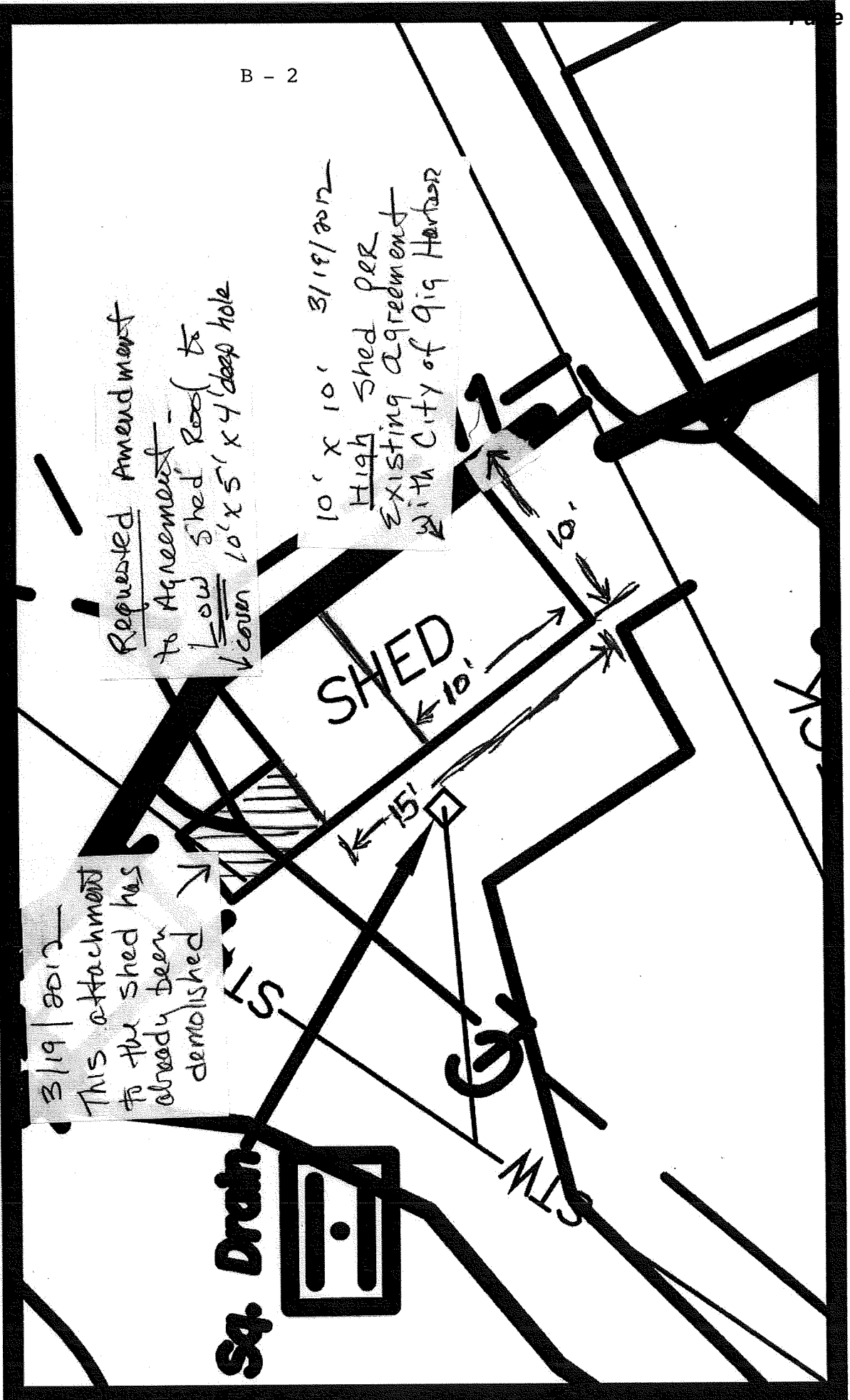
15'

10'

10'

STW

STW



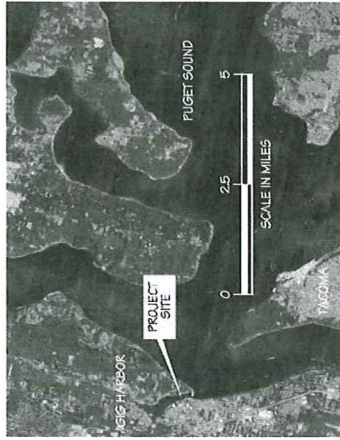
PROJECT: RESIZE AND REMODEL TIDES TAVERN STORAGE BUILDING



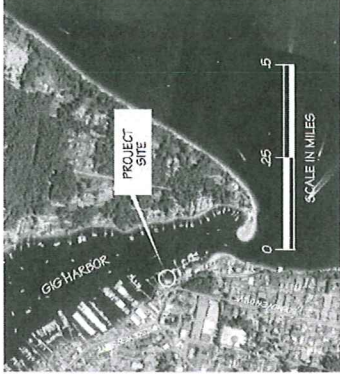
▲ EXISTING STORAGE SHED



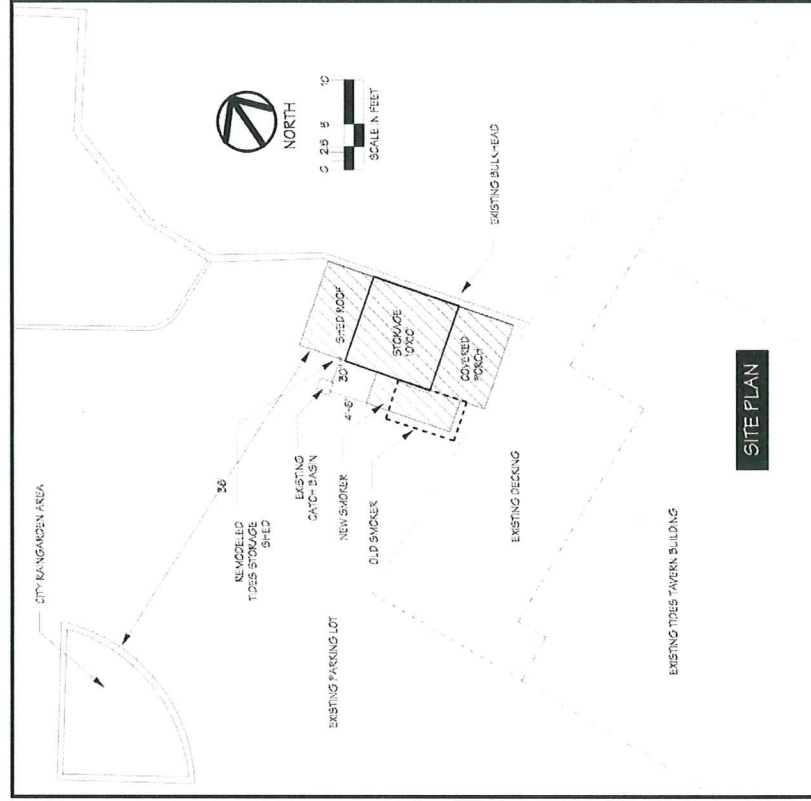
▲ PROPOSED REMODEL



VICINITY MAP



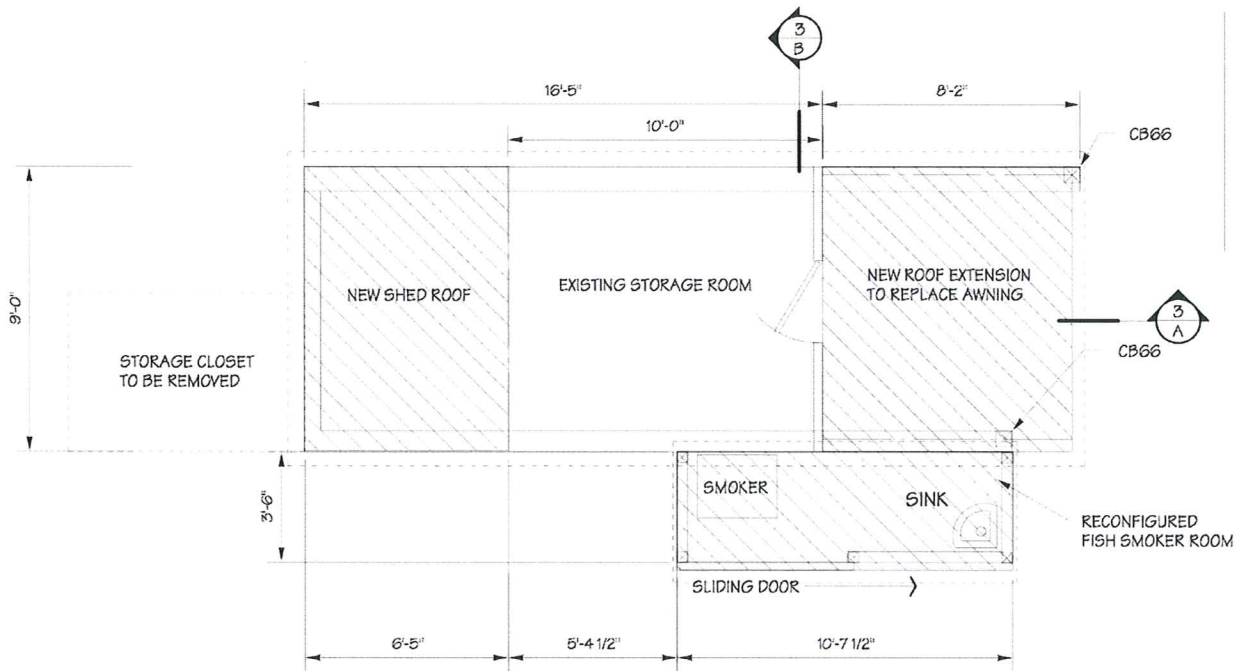
SITE LOCATION MAP



SITE PLAN

SITE ADDRESS:
2925 HARBORVIEW DRIVE
GIG HARBOR, WA 98335

B - 4



▲ FLOOR PLAN
SCALE: 1/4" = 1'-0"

▨ NEW CONSTRUCTION

TIDES STORAGE SHED - FLOOR PLAN - 11/2011

PAGE

1

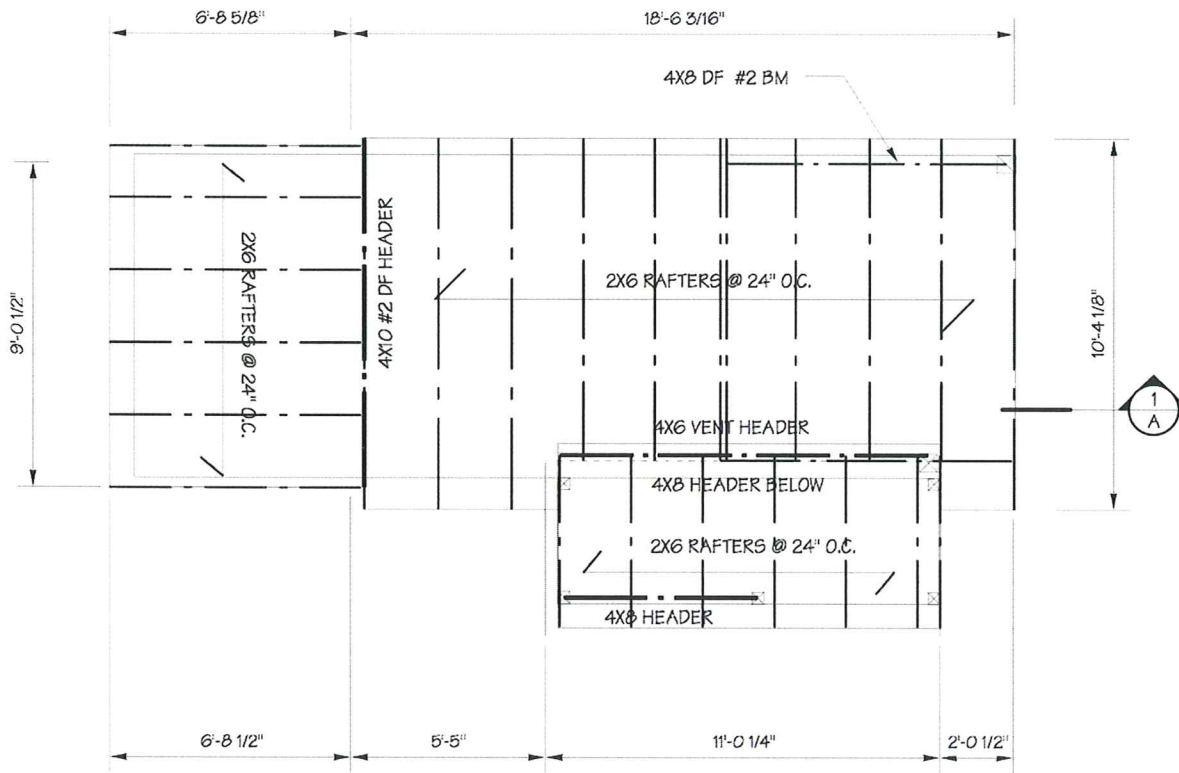
OF 4

SCALE: 1/4" = 1'-0"

TANGNEY
TANGNEY
Design

T 253.265.8484
F 253.265.8480
PO BOX 980
GIG HARBOR
WASHINGTON
98335
tangneydesign
©centurytel.net

B - 5



▲ ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

TIDES STORAGE SHED - ROOF PLAN - 11/2011

PAGE

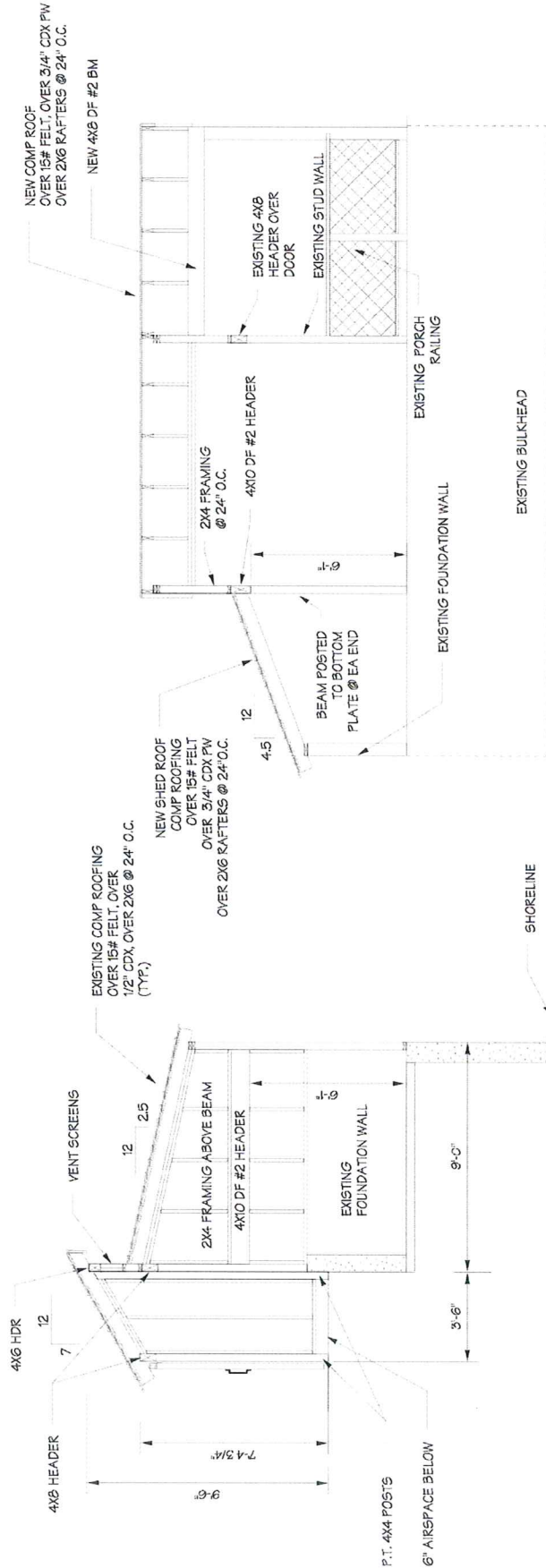
2

OF 4

SCALE: 1/4" = 1'-0"

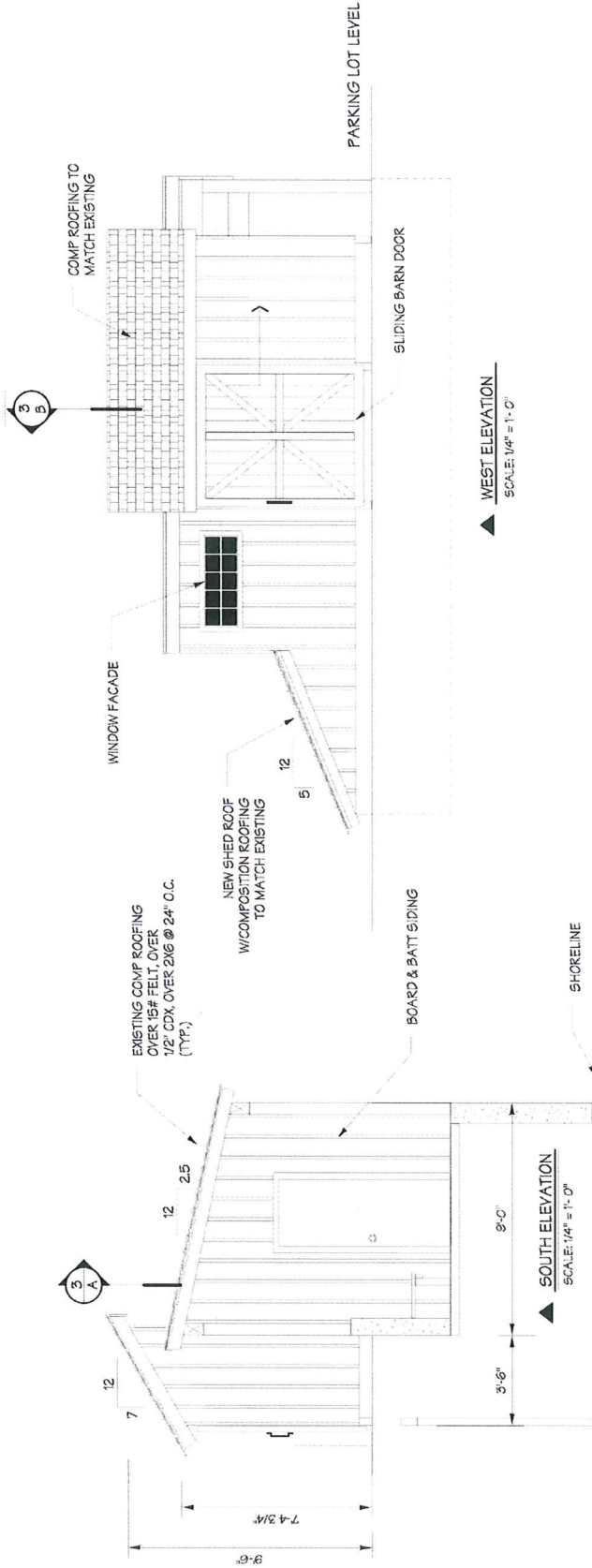
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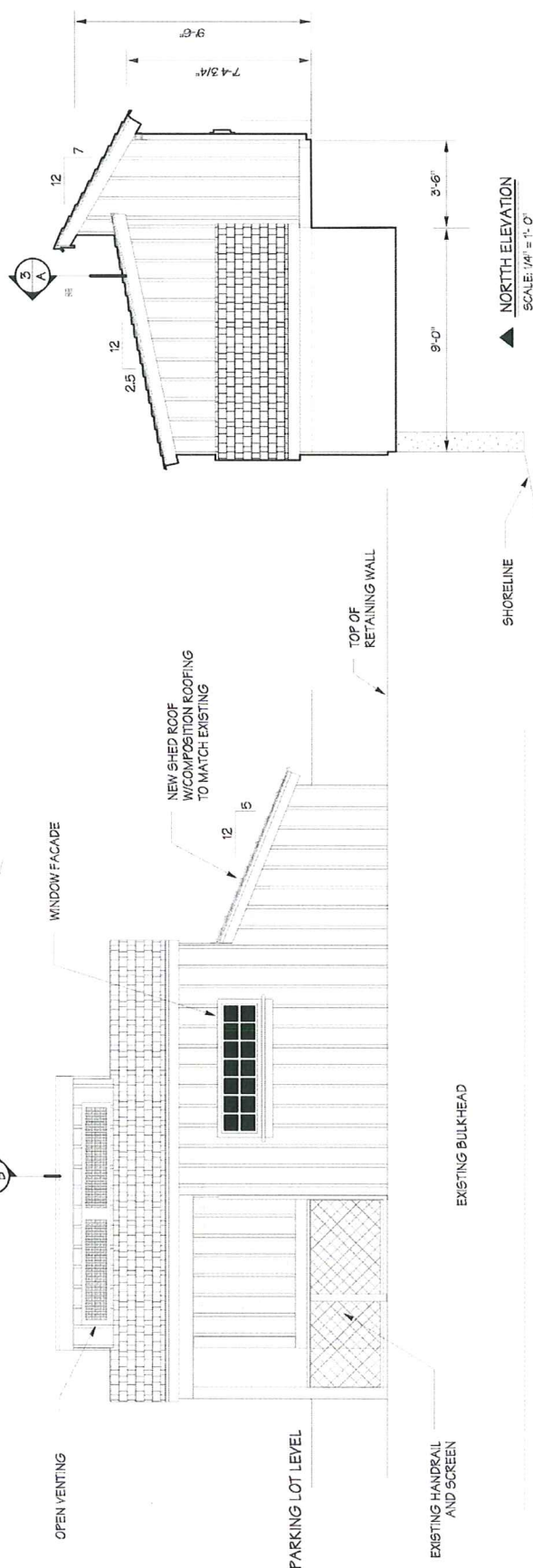
SECTION 3/A SCALE: 1/4" = 1'-0"

SECTION 3/B SCALE: 1/4" = 1'-0"



▲ WEST ELEVATION
SCALE: 1/4" = 1'-0"

▲ SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



▲ NORTH ELEVATION
SCALE: 1/4" = 1'-0"

▲ EAST ELEVATION
SCALE: 1/4" = 1'-0"



Subject: Skansie Net Shed Lease Agreement
With Coastal Heritage Alliance (CHA).

Proposed Council Action: Approve and
authorize the Mayor to execute the Skansie
Net Shed Lease Agreement with Coastal
Heritage Alliance (CHA).

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: April 9, 2012

Exhibits: Agreement and Exhibit

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are \$ n/a.

INFORMATION / BACKGROUND

In June of 2011, the City issued a Request for Proposals for prospective tenants to lease the Skansie Net Shed. Much like the owner-tenant agreement established at the Eddon Boat Building, the intent is to maintain the net shed's traditional uses by providing public benefit in the form of programs, events, lectures, demonstrations and activities that preserve and promote the City's maritime heritage.

On September 12, 2011, the City approved of the proposal submitted by Mike Vlahovich, Founding Director of Coastal Heritage Alliance (CHA) and directed staff to prepare a formal lease agreement. The agreement is attached. In return for CHA's services for public access and enjoyment, the lease will begin May 30, 2012 for 20 years at one dollar per year ending May 30, 2032.

FISCAL CONSIDERATION

See above.

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission reviewed the draft lease in March and were in support of the proposed use and agreement.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Skansie Net Shed Lease with Coastal Heritage Alliance (CHA).

February 17, 2012

**LEASE AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND COASTAL HERITAGE ALLIANCE**

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor" or the "City") and the Coastal Heritage Alliance, a State of Washington 501(C)(3) non-profit corporation (hereinafter referred to as "Lessee" or "CHA").

WHEREAS W I T N E S S E T H:

WHEREAS, the City owns the property located at 3207 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property") which includes the building commonly known as the Skansie Net Shed; and

WHEREAS, the Skansie Net Shed was used in the past for the construction and repair of commercial fishing nets and related fishing gear and equipment; and

WHEREAS, CHA has proposed that it lease the Skansie Net Shed to perpetuate the historic function of the site; and

WHEREAS, CHA also proposes to use the Skansie Net Shed as a gathering place where commercial fishing family heritage comes alive through direct experience and where the historical and contemporary working waterfront is enjoyed, preserved and passed along to future generations; and

WHEREAS, CHA proposes to use the Skansie Net Shed to provide opportunities for the public to experience a seafaring culture and a variety of vocationally-based maritime educational programming; and

WHEREAS, the City reserves the right to use the facility at no cost for special events in coordination and consideration of CHA's schedule of events and programming; and

WHEREAS, the benefits derived by the public from CHA's activities (as specifically detailed in Section 5 herein) are sufficient that the City is willing to lease the Premises to the CHA for one dollar per year; and

February 17, 2012

WHEREAS, the City obtained a 2010 grant administered by the National Trust For Historic Preservation for the partial restoration of the Skansie Net Shed that will be completed in 2012; and

WHEREAS, given the limitations on the use of the premises as generally described above and more specifically described in the Terms Section of this Lease, the parties hereto agree as follows:

TERMS

1. Purpose and Identification of the Premises. The purpose of this Agreement is to lease the portion of the Skansie Net Shed property outlined on the map marked Exhibit A, which is attached hereto and incorporated herein by this reference. The tax/legal description of the Property is:

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

The leased portion includes what is commonly known as the Skansie Net Shed. In addition to the Skansie Net Shed, this Lease shall include the exclusive right to use the two mooring pilings (the historic mooring location of the purse seiner Avalon) and the tidal grid once restored; as well as the non-exclusive right to use the outside areas of the Skansie Brothers Park as shown on Exhibit A, along with reasonable entry and egress to the Skansie Net Shed building. The area shown in the outline in Exhibit A is defined to be the "Premises." The leased area does not include the tidelands adjacent to the Premises.

February 17, 2012

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

A. Restoration of the Building. The City will be committing to the expenditure of one hundred twenty five thousand dollars (\$125,000.00) from the 2010 National Trust for Historic Preservation (NTHP) grant for the partial restoration of the Skansie Net Shed. CHA acknowledges that the City has not budgeted any additional funds toward the restoration of the Skansie Net Shed, and that a portion of the programs and activities described in Section 5 of this Lease can be accomplished by CHA regardless of additional funding. However, both parties agree that total restoration of the Skansie Net Shed structure remains a priority of the City. Furthermore, CHA acknowledges that the City shall be in charge of any current or future restoration and that during these restoration periods, the City's contractors, employees and other authorized personnel shall occupy the Premises. CHA agrees that such restoration activities do not interfere with the purpose of this Lease.

3. Addendum or Addenda to Lease. At some later date, CHA may desire to lease other portion(s) of the Skansie Brothers Park Property not included in this Lease. Therefore, CHA may request that the City Council negotiate an addendum to this Lease to include other portion(s) of the Skansie Brothers Park Property, such as the Skansie Brothers House. However, at this point in time, nothing in this Lease obligates the City to agree to lease any additional portion of the Skansie Brothers Park Property. At such time, if the parties are unable to agree on the terms of an addendum to include other portions of the Skansie Brothers Park Property, then CHA may terminate this existing Lease, after providing the City with 60 days' written notice. CHA shall have no recourse against the City, its officials, officers or employees for the City's failure to enter into a lease of any additional portions of the Skansie Brothers Park Property.

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

5. USE.

A. When the NTHP Grant restoration of the building is complete, CHA shall commit to a minimum of 360 hours of programming in the first full calendar (January 1 through December 31) year after the restoration and a minimum of 480 hours of programming, the second full calendar year and a minimum of 960 hours per calendar year thereafter. One hour equals one hour of programming for one participant. The purpose of the programming is to pursue for the public's benefit the interpretation of historic and contemporary commercial fishing family cultural heritage. Activities shall

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include, but not be limited to, any combination of three or more of the following maritime heritage programs (free or for a fee), unless the City otherwise approves other activities.

1. The construction, repair and restoration of commercial fishing gear and equipment, both historic and contemporary in nature. (Some activities, like net construction and the loading and unloading of objects may periodically go beyond the confines of the building described in this lease.)
2. Public presentations (e.g. skills demonstrations, oral histories, documentaries, guest presenters, visiting cultural tradition bearers and artisans)
3. Heritage tourism charter service aboard the rehabilitated Skansie-built seiner Commencement, circa 1929. (e.g. harbor tours that interpret Gig Harbor's existing net sheds and fishing vessels, dinner cruises, Fall salmon fishing interpretive trips in West Pass to view Gig Harbor's fishing fleet at work, long range charters to the Salmon Banks (San Juan Islands) to view both the historic and contemporary fishing grounds of Gig Harbor fishing families)
4. Documentation projects of fishing families and net shed activities (e.g. still and video photography, audio recordings, media coverage to promote Gig Harbor's fishing culture.)
5. Structured and university accredited internship opportunities for students of Historic Preservation, Cultural Sustainability, Museum Studies, Folklore, Anthropology and other related disciplines.
6. Organized seafaring apprenticeships (job training and placement) for those interested in learning the skills necessary to qualify for a crew position on commercial fishing vessels, thereby helping to sustain the contemporary fishing culture (e.g. net mending, rigging, navigation, boat handling, deck duties, fish boat cooking, ships caulking, vessel maintenance).

B. CHA will also provide the following for public access and benefit:

1. Year-round interpretive signs and displays.
2. Observation area(s) where the public can view net construction and educational activities from the interior of the building. Such observation areas shall be open to the public when net construction and educational activities are occurring, and the lessee shall indicate with exterior signage, clearly visible to the public, that the building is open.
3. Retail sales of items related to maritime heritage activities.

C. Record keeping. CHA promises to provide the City with a written report and supporting documentation of the activities performed by CHA during the prior year by March 31 of each year. CHA shall review and reevaluate with the City, at 5-year increments, the CHA's performance of the activities described in Subsection A. In the event that CHA does not perform as required by this section, the City may institute the

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procedures set forth in Section 25 to demand remedy of the default and terminate the Lease.

6. Rent and Consideration for Lease. CHA's Lease is specifically conditioned on its performance of the activities described in Section 5, "Use", as the consideration for the rent of the Premises, and CHA's failure to timely perform those activities may result in termination of the Lease. The parties acknowledge that some activities described in Section 5 may not be able to begin until the restoration of the Building has been accomplished, under the budget established by the City in Section 2(A).

The City agrees to lease the Premises to CHA for one dollar per year, in exchange for CHA's agreement to perform the activities specifically described in Section 5 "Use" above, on the deadlines set forth therein, as well as all other terms of this lease.

7. Term.

A. The term of this Lease shall commence on the date this Lease Agreement is executed by both of the duly authorized representatives of the parties. This Lease shall terminate on May 30, 2032, unless terminated sooner pursuant to the terms and conditions of this Lease. Nothing herein shall obligate the City to enter into any additional Lease Agreements or addenda with the Lessee in the future.

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

8. Restrictions on Use. Lessee agrees that the following activities may occur on the Premises and no others and that these activities shall be conducted in compliance with all applicable regulations. In the event Lessee desires to conduct an activity that is not identified below, Lessee shall make written application to be able to conduct such activity to the City. The City's decision shall be final.

1. The display and interpretation of traditional and contemporary commercial fishing objects and equipment.
2. The display and interpretation of both historic and modern commercial fishing vessels (upon the restoration of the net shed dock).
3. The construction and repair of commercial fishing gear and equipment.
4. The reproduction, repair and restoration of fishing vessel components as related to the net shed's historic use by the Skansie family.
5. The hosting of public gatherings for educational and fund raising purposes.
6. The retail sale of CHA mission-related goods and services.

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7. Vessel loading and unloading of persons and goods as pertains to CHA's public benefit programming (upon restoration of the net shed dock).

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

Lessee shall not intentionally cause or permit any damage to the Premises or any other portion of the Property. Lessee shall also not cause or permit any release of a hazardous substance or any filling activity to occur on the Property. This prohibition includes any deposit or spill of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other hazardous substances or pollutants, or other matter in or on the Property, except as approved in writing by the City.

Lessee shall not permit any waste, damage or injury to the Premises, use the Premises for anything that will increase the rate of insurance, maintain anything on the Premises that may be hazardous to life or limb, permit any objectionable odor, permit anything to be done on the Premises or use the Premises in any way that tends to create a public or private nuisance not in keeping with the waterfront commercial zoning, historical waterfront commercial net shed activities, and applicable state and local laws; or use or permit the Premises to be used for lodging or sleeping purposes.

The prohibitions in this Section against damage to natural resources, filling, deposition of any unapproved materials, and waste, shall also apply to protect any City, private, or state-owned aquatic lands adjacent to the Premises from any of Lessee's activities related to Lessee's occupation of the Premises. All obligations imposed by this Section on Lessee to cure any violation of the prohibited activities in this Section shall also extend to City, private, or state-owned aquatic lands adjacent to the Premises when the violation arose from the Lessee's activities related to Lessee's occupation of the Premises.

9. Conformance with Laws. The Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Premises.

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Lessee agrees that it will not perform any activity on the Premises without obtaining the necessary permits from the agency(ies) with jurisdiction. Lessee agrees that the performance of such activities without the required permits may cause a breach of this Lease and render the Lessee liable in any resulting enforcement action, which may include penalties, costs or attorney's fees. The City makes no warranties concerning permit requirements. Lessee is solely responsible for determining permit requirements and conformance with such permits.

10. Environmental Liability/Risk Allocation.

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

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

C. Current Conditions, Duty of Utmost Care and Duty to Investigate. The City makes no representation about the condition of the Property or Premises. Hazardous Substances may exist in, on, under or above the Premises. With regard to any Hazardous Substances that may exist in, on, under or above the Property, the City disclaims any and all responsibility to perform investigations, or to review any City records, documents or files, or to obtain or supply any information to the Lessee.

The Lessee shall use the utmost care with respect to both Hazardous Substances in, on under or above the Premises, and any Hazardous Substances that are discovered to be located in, on, under or above the Premises during the term of this Lease, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts and omissions.

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

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

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- 2) Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under or above the Property, any adjoining property subject to use by the Lessee in conjunction with its use of the Property;
- 3) Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Premises, or Property, any adjoining property or any other property subject to use by the Lessee in conjunction with its use of the Premises;
- 4) Any lien or action with respect to any of the foregoing; or
- 5) Any notification from the U.S. Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property or concerning alleged permit violations.

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

E. Indemnification – Hazardous Substances.

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

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

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

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or the Property.

2. In addition to the indemnifications provided in this Section, the Lessee shall fully indemnify the City for any and all damages, liabilities, costs or expenses (including attorney's fees and disbursements) that arise out of or are in any way related to the Lessee's breach of the obligations of this Section and Sections 8 and 9 herein. This obligation is not intended to duplicate the indemnity provided within this Section and applies only to damages, liabilities, costs or expenses that are associated with a breach of such Sections and which are not characterized as a release, threatened release or exacerbation of Hazardous Substances. The Lessee and City acknowledge that this indemnification section is not intended to indemnify the City for any pre-existing conditions or for any discharges related to the City's storm water drainage system or any other third party releases.

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

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

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

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

13. Utilities. The City agrees to allow the lessee to use, at no charge, the existing electricity and water located in the Park.

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14. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, the leasehold excise tax and all other taxes on merchandise and personal property, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

15. Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall not suffer or permit any lien to be filed against the Premises or any part thereof or the Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under the Lessee. If any such lien is filed against the Premises, Lessee shall hold the Lessor harmless from any loss by reason of the lien and shall cause the same to be discharged of record within thirty (30) days after the date of filing of same.

16. Indemnification and Waiver. In addition to the indemnification obligations in Section 10 herein, Lessee agrees to defend, indemnify, and hold harmless the Lessor, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of its own negligence.

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

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

It is further specifically and expressly understood that the indemnification provided herein and in Section 10 constitute Lessee's waiver of immunity under RCW Title 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section and Section 10 survive the

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expiration or termination of this Lease.

17. Insurance Purchased by Lessee. At its own expense, the Lessee shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of A or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to the City. If non-admitted or non-rated carriers are used, the policies must comply with chapter 48.15 RCW.

A. Types of Required Insurance.

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

Description

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

The City may impose changes in the limits of liability:

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

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

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

- 1) Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;
- 2) Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five

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- (45) days prior written notice from the insurance company to the City;
- 3) To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and the Lessee;
- 4) All liability policies must provide coverage on an occurrence basis; and
- 5) Liability policies shall not include exclusions for cross liability.

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

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

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

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on the Premises that may in any way tend to create a nuisance, or use or permit the Premises to be used for lodging or sleeping purposes.

HVAC/Heating maintenance, fire sprinkler system maintenance, plumbing, electrical, pest control, roof maintenance, exterior painting, foundation, furnace maintenance and any general maintenance repairs the sum for which exceeds \$1,000 annually will be paid by the City. The City shall have the discretion to determine which activities shall be done, when they shall be done and the extent of such repair and/or maintenance.

19. Contractor's Bonds. At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition made to the Premises solely by CHA, to secure and maintain, at no cost to the City, a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and material-men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

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

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remove them and the Lessee shall pay the cost of removal and disposal upon the City's demand.

21. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Premises in addition to the access required for environmental matters in Section 10. Nothing herein shall prevent the City's access or free use of the remainder of the Skansie Net Shed Property. Areas of public access are shown in Exhibit B, attached hereto and incorporated herein by this reference.

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

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

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

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

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

26. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

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

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

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

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

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

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

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shall be governed by and construed in accordance with the laws of the State of Washington.

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

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

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

Coastal Heritage Alliance
129 Miles Ave; P.O. Box 313
St. Michaels, MD. 21663
Attn: A. Michael Vlahovich
CHA Founding Director

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

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

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2012.

LESSOR:
CITY OF GIG HARBOR

LESSEE:
The COASTAL HERITAGE ALLIANCE

By: _____
Its Mayor

By: _____
Its: _____

February 17, 2012

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the Gig Harbor BoatShop, a State of Washington 501(C)(3) non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

EXHIBIT A

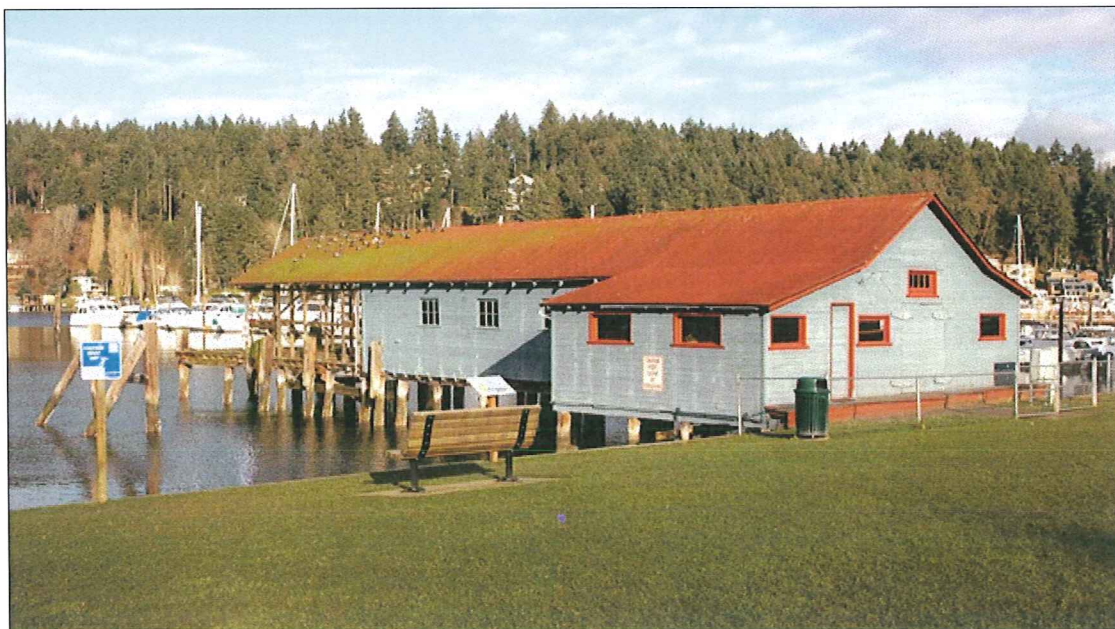


EXHIBIT B



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

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

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

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

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

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

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Saturday, April 21, 2012;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby designate April 21, 2012, as

PARKS APPRECIATION DAY

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

Chuck Hunter, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

WHEREAS it is understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

WHEREAS a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS it is necessary to broaden and diversify this global movement to achieve maximum success; and

FURTHERMORE, let it be known that the City of Gig Harbor hereby encourages its residents, businesses and institutions to use EARTH DAY to celebrate the Earth and commit to building a sustainable and green economy;

NOW THEREFORE, the City of Gig Harbor hereby pledges April 22, 2012 as

EARTH DAY

To support green economy initiatives in Gig Harbor and to encourage others to undertake similar actions.

Mayor Charles Hunter, City of Gig Harbor

Date

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

TO: MAYOR OF GIG HARBOR

March 29, 2012

SPECIAL OCCASION # 092415

GREATER GIG HARBOR FOUNDATION
5720 144TH ST NW
GIG HARBOR WA 98332

DATE: MAY 12, 2012

TIME: NOON TO 7 PM

PLACE: UPTOWN GIG HARBOR (ENCLOSED OUTDOOR AREA) - 4701 PT. FOSDICK DR,
GIG HARBOR

CONTACT: DR JULIE GUSTANSKI 253-223-8003

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/Spirits 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>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

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



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
RE: NEW APPLICATION

DATE: 3/20/12

UBI: 603-004-803-001-0001

License: 409218 - 1U County: 27
Tradename: DISCOVERY VILLAGE
Loc Addr: 4835 BORGEN BLVD # 1
GIG HARBOR WA 98332-8702
Mail Addr: 4835 BORGEN BLVD NW # 1
GIG HARBOR WA 98332-6826
Phone No.: 253-858-4835 AMBER ALLIN

APPLICANTS:

DISCOVERY VILLAGE, LLC
ALLIN, AMBER 1973-02-22
BEETS, TODD (Spouse) 1971-06-09
HOFF, MOLLIE 1967-03-25
HOFF, ANDREW (Spouse) 1963-12-21

Privileges Applied For:
BEER/WINE REST - BEER/WINE

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



BOARDS AND COMMISSIONS CANDIDATE REVIEW COMMITTEE

DATE: March 27, 2012
TIME: 4:00 p.m.
LOCATION: Operations Conference Room
SCRIBE: Molly Towslee, City Clerk
PRESENT: Councilmembers Ekberg and Guernsey.
Kenn Snodgrass, Chair of the BCAB. Councilmember Kadzik could not attend.

New Business:

City Clerk Molly Towslee asked that the agenda be amended so that the Arts Commission candidate interview is delayed until 4:30 due to his prior appointment.

1. Review Candidates for Building Code Advisory Board (2 terms expire March 31st, 1 vacant position).
 - Kenn Snodgrass – request for reappointment.
 - Jeff Stroud – request for reappointment.
 - Brett Desantis – request for appointment.

Kenn Snodgrass gave a brief overview of his involvement with the Building Code Advisory Board over the years. Councilmembers concurred with the re-appointments of Kenn Snodgrass and Jeff Stroud.

Brett Desantis, candidate for the BCAB, gave a brief overview of her background:

- Owner of two local businesses
- Masters in Interior Architecture and Design
- LEEDS Accredited Professional
- Involved with Sustainable Communities and Green Building

Ms. Desantis said that she feels strongly about inside air quality, building and occupational safety, and sustainable building, adding that she would like to be involved in promoting green building. She asked if the Building Code Advisory Board was involved in developing code for green buildings.

Kenn Snodgrass responded that if something was requested by the city, the BACB would meet to review. In the past, the BCAB was more involved in proposed code changes, but in more recent history they meet mostly as a review body for issues resulting from such incident as the marina fire, and some zoning issues.

Councilmember Ekberg asked Ms. Desantis if she was involved in the community in other ways. She responded that she works mostly with residential design with some commercial. She is currently working on a third level design for a shared commercial space in downtown Gig Harbor.

Ms. Desantis asked what the city is looking for in their candidates. Councilmember Ekberg said that we are looking for interested, dedicated persons with a passion for the community.

Mr. Snodgrass commented that Ms. Desantis' qualifications and skills would fit nicely with the other members of the BCAB.

Clerk Towslee explained that a recommendation from the Review Board would be forwarded to the full Council on April 9th and invited Ms. Desantis to attend.

2. Review Candidate for Parks Commission (2 terms expire March 31st).

- Nick Tarabochia – request for reappointment.
- Vacant position – recruitment opened again until April 18th.

Councilmembers Ekberg and Guernsey concurred with the re-appointment of Nick Tarabochia.

3. Review Candidate for Design Review Board (1 vacant position).

- Warren Balfany – request for appointment to vacant CLG position.

Councilmembers Ekberg and Guernsey concurred with the appointment of Warren Balfany to serve as a CLG member of the DRB. It was noted that two other terms are due in July. The members have volunteered to be re-appointed and so this will be advertised and back to the review committee in late June.

4. Review Candidates for Salary Commission (3 terms expire March 31st).

- Tony Michaelson – request for reappointment.
- Greg Roberts – request for reappointment.
- Richard Jasper – request for reappointment (verbal)

Councilmembers Ekberg and Guernsey concurred with the re-appointments of the three members in order to facilitate the discussion to reactivate the Salary Commission at the upcoming Council Retreat.

5. Review Candidate for Arts Commission (1 vacant position).

- Neil Sampson – request for appointment.

Neil Sampson gave a brief overview of his background in theatre growing up in Southern California. He has a Masters in Marriage and Family Counseling and opened a private practice after moving to Gig Harbor to be closer to family. He stressed that he wants to

keep the arts alive in his life and to support the city; to serve on the Arts Commission would do both.

Councilmember Ekberg asked if he had any interest in art other than theatre. Mr. Sampson explained that other art mediums are not his strong suit, but he enjoyed the art gallery that was adjacent to the revolving theatre in college. He stressed that he loves arts education programs for children saying that he would like to promote that here.

Councilmember Guernsey encouraged Mr. Sampson to contact the Peninsula School District Superintendent to volunteer.

Councilmember Ekberg gave a brief background of the Arts Commission and their function. He explained that there isn't much in the way of theatre opportunities since the grant program is no longer in the budget, but said that there is a healthy performing arts community in the area. He thanked Mr. Sampson for coming in for an interview and said that a recommendation will be going to Council on April 9th.

These recommendations for these reappointments and appointments will be forwarded to Council at the April 9, 2012 City Council meeting.

There were no further comments; the meeting adjourned at 5:05 p.m.



SALARY COMMISSION

DATE: March 21, 2012
TIME: 8:30 a.m.
LOCATION: Executive Conference Room
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Harris Atkins, Tony Michaelson and Gregory Roberts.
Absent: Richard Jasper

New Business:

1. Approval of Minutes of March 11, 2009. After review of the minutes, a motion was made.

MOTION: Move to approve the minutes of March 11, 2009.
Roberts / Atkins – unanimously approved.

2. Request for Commissioners to be re-appointed. Clerk Towslee explained that three terms were coming due on March 31st: Tony Michaelson, Greg Roberts and Richard Jasper. She asked if the existing members would be willing to serve another term in case the Council wished to re-activate the Salary Commission. Continuity and understanding would be important to move forward. She said that Mr. Jasper had indicated verbally that he would be willing to serve another term if the commission became active.

Mr. Michaelson and Mr. Roberts both agreed to serve another four-year term.

3. Possible Future Action by the Commission. Clerk Towslee explained that there was interest by at least one Councilmember to re-activate the commission and this was going to be an agenda item at the upcoming May 11th Council Retreat.

Harris Atkins said that he did some checking to refresh his memory of the purpose of the Salary Commission which he described as autonomous and responsible for setting the Mayor and Council's salaries. The current Council salaries, which haven't changed since 1996, don't reflect the increased workload or what other comparables earn. He suggested that the Commissioners send a message to the Mayor and Council, asking to continue the work for which the commission was established.

Tony Michaelson agreed, commenting on the amount of time the Mayor and Council spend between meetings and dealing with the public.

Greg Roberts talked about how other organizations are often paid per attendance at a meeting. That way, if a Councilmember was unable to refuse payment, if they didn't turn in their attendance sheet, they didn't get paid.

Mr. Atkins commented that it is important that Gig Harbor be seen as a professional organization / town; that includes the level of compensation for the elected officials. He agreed to draft a letter on behalf of the Salary Commission to be included in the retreat packet.

Clerk Towslee will gather the latest compensation information to attach to the recommendations to be forwarded to Council at the May 11, 2012 City Council retreat. She said a follow-up meeting of the Salary Commission will be scheduled shortly after May 11th.

There were no further comments; the meeting adjourned at 8:54 a.m.



2011 CITY REPORT

GIG HARBOR BOATSHOP

MARCH 31, 2012

3805 HARBORVIEW DRIVE
MAIL: PO BOXES 1187
GIG HARBOR, WA 98335

2011 GIG HARBOR BOATSHOP CITY REPORT

The Mission of Gig Harbor BoatShop is to Preserve, Interpret, and Perpetuate
Gig Harbor's Historic Working Waterfront

BOARD OF DIRECTORS

Guy Hoppen –President
John McMillan –Treasurer
Matt Meacham –Secretary
Jaime Storkman
Gene Pearson
Erik Carlson
Vern Scott
John Bare

MESSAGE FROM THE BOARD PRESIDENT

Early in March **Susanne Regan**, Gig Harbor BoatShop's new assistant director, began the process of tallying the data for this report. After totaling up volunteer time she made a special trip downstairs from the boatyard store to the boatbuilding shop where she hollered up to Jaime Storkman - who was busy working on Thunderbird #2 *Pirouette* - and informed him that his volunteer hour total for 2011 was 503 hours. They were surprised and bemused at the vast accumulation of time, although, Susanne and Jaime only slowed down for a few moments, there was work to be done. And that's what makes the BoatShop tick, the enthusiasm and work ethic of the people involved and their ability and desire to provide hands-on time to boatyard projects. Jaime and all GHB volunteers continue to be a source of great strength for the Gig Harbor BoatShop organization, as you will see from this report. We look forward to having their skill and dedication revealed to our community on May 19th during the Saturday community launching celebration for restored Thunderbird *Pirouette*.

The launching celebration on May 19th will also be an opportunity for the Gig Harbor BoatShop to explain to our community the importance of the marine railway project, the final and most critical structural piece of the Eddon Boatyard restoration project. Marine railways are to a boatyard what wheels are to a car. Cars don't work well without wheels – boatyards can't be boatyards without a means to get boats in and out of the water. In early 2011 Mayor Hunter and the Gig Harbor City Council gave GHB the go-ahead to manage the rebuilding of the marine railways. That decision manifests the continued and extraordinary city support that all of us involved at GHB and in the community appreciate. It shows a community collaborating in finding ways to save a piece of a 'place' defining cultural landscape. Few communities can trumpet similar successful working landscape and cultural tradition preservation projects.

The Gig Harbor BoatShop board and I are thankful for the City of Gig Harbor's support and to all who have given generously of their time, expertise and ideas, and also to those that chose to support GHB with their generous donations. It takes time, dollars, and collaboration to allow a community cultural organization like the Gig Harbor BoatShop to grow, and the community owned Eddon Boatyard to re-establish itself as an important piece of our working waterfront.

Guy Hoppen
Gig Harbor BoatShop

2011 Public and Private Tours

595 visitors signed in for interpretive tours of the boatyard in 2011. 48 children and adults from Purdy Elementary School toured the boatyard in March, members of the Traditional Small Craft Association in toured in June, and a large Thunderbird group toured the boatyard in August. Volunteer docents gave guests a history of the boatyard, described GHB, city and state roles regarding the building and dock restorations, and provided information and background on GHB's history and mission. In addition, visitors were able to observe boatbuilding activities in the boatyard shops, experiencing authentic working waterfront culture and maritime traditions in action.

Volunteer Support

Volunteers logged **3406.5 hours** supporting GHB in 2011. For example; volunteer and board member Matt Meacham logged 350 hours managing general facility projects and providing weekly facility updates to volunteers; numerous volunteers acted as historic Eddon Boatyard docents; Jaime Storkman (pictured below), Bill Issacs, Pat and Mike Ryan, Doc Martensen and others logged near one thousand hours on Thunderbird #2 restoration work; and Mark Tilden, Mike Boyle and Tom Regan served as program/workshop instructors.



Donated Boat Restoration Program

Gig Harbor BoatShop volunteers continue to repair donated boats. Once repaired, the boats are sold with the proceeds going to support boatshop operations. The program provides a modest source of funding for the organization. In 2011 GHB sold a 9' Dyer Dhow for \$1000, a 16' rowing boat, for \$2500, and a 30' foot sailboat for \$4000. Other boats donated during 2011 that have been restored, and are currently for sale are: a 13' 9" Tacoma Wherry, a 9' Devlin Sandpiper, a classic 19' Thompson Runabout, a 9' Eddon Minto, and a Penguin Sailboat.

Thunderbird Restoration Projects

Gig Harbor BoatShop has set the date for the #2 Thunderbird launch. On Saturday May 19th at high-water the restored T-Bird #2 *Pirouette* will float off its cradle. On the morning of the 19th volunteers will slide the *Pirouette* down the beach to its launch site. GHB has received the blessing of Chris Wallbillig of the WDFW on our non-impact technique of moving the boat and cradle down the capped beach.



Thunderbird #2 Pirouette at the Eddon Boat dock on launching day August 1959. K. Ollar photo. © G. Hoppen

GHB plans to develop a Thunderbird sailing program following *Pirouette's* launch with the goals of getting the community out on the water, introducing people to Gig Harbor from the water, and introducing people to the joy of sailing.

Thunderbird #11 arrived at the Eddon Boatyard on August 14th of 2011. J. Catlin Goss and Jim and Virginia Hale donated #11. They also donated funding to build a second steel Thunderbird cradle that was completed late in 2011. The restoration of #11 has started.

Gig Harbor BoatShop Store

GHB has hired a store clerk, **Vasilies Beseau**, to manage the boatyard store during open hours. Store merchandise is steadily being increased. Store hours are to be expanded in 2012.

Gig Harbor BoatShop Programming and Events

In 2011 GHB accrued **862 programming hours**. Programs and workshops offered included: Knots and Splices, Oar making Workshop, Basic Nautical Knot Class, Basic Navigation, and a Half Hull Model Building course.

GHB initiated the **Eddon Small Craft Gathering** in 2011. The event brought together the small craft designed and/or built by the Eddon Boat Company. The ESCG event coincided with the Maritime Gig Festival in early June and was attended by a dozen Eddon boat owners and their Eddon boats. GHB was host to a **Traditional Small Craft Association 'Messabout'** in mid-June, and was host to the **2011 Thunderbird Sailboat Rendezvous**. GHB had a dozen Thunderbirds and crews for tours and meals at the boat shop and partnered with the Lovrovich family for weekend moorage at their family netshed dock.

Marine Railways

In early 2011 the City of Gig Harbor agreed to allow GHB to manage and to fund the marine railway project. After gaining permission to facilitate the project GHB immediately contracted with Thompson Pile Driving and drove the 18 ways piling we could afford. Next, with the help of Lita Dawn Stanton, the Corps of Engineers permit was extended until mid 2013. GHB is now in the process of working with WDFW, city employee's Peter Katich, and Lita Dawn Stanton in finalizing plans for the ways containment and storm water system.

Facility Projects

The Eddon Boatyard tool room has been rebuilt, new workbenches made from 2.5-inch thick Nalley pickle barrel lumber have been installed in the jointer shop (see photograph below), and the machine shop/jointer shop sliding door has been rebuilt. Several 220 single-phase outlets have been wired for heavier tool use.



WHAT LIES AHEAD IN 2012

Marine Railway Campaign

On May 18th, 2012 GHB will host a pre-launch fundraising dinner at the Eddon Boatyard to celebrate the launch of *Pirouette* and to fundraise for the marine railways. It is our first event of this type and we hope that it will become a template for an annual fundraising event that supporters look forward to, and can count on for an authentic good 'boatyard' time. The marine railways as stated are hugely important to the Eddon Boatyard restoration project, and a community interested in the preservation of the working waterfront. GHB looks forward to the continued support from the City of Gig Harbor as we move forward with the 'Ways.'

Expanding open hours

GHB plans to expand store hours to Tuesdays and Fridays 10am to 4pm and expand tour hours from Saturdays to include one or two more days during the week. Expanding hours in 2011 will allow visitors to take advantage of guided tours during the workweek.

Growing Programming

GHB continues to add program opportunities. In early 2012 the **Boatbuilding for a Day** workshop began. A 15' 8" Lake George Rowing Boat will be built over a span of eight months, primarily on Saturdays, by workshop leader Tom Regan and students. A participant can attend one session or multiple sessions and learn about any stage of the boatbuilding process. As stated GHB will continue to explore new programming options and has plans to reach out to the community with a community-based program development program that is designed to collect creative ideas from community members for future programming.



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to Gig Harbor Arts Commission

Proposed Council Action:

A motion to appoint Neil Sampson to serve the remainder of a three year term ending March 31, 2013.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: April 9, 2012

Exhibits: BCCR Minutes – March 26, 2012
Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: PSR

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

Karen Peck resigned from the Arts Commission leaving her position ending March 31, 2013 vacant. After advertising for several months, we received one application from Neil Sampson.

Mr. Sampson was interviewed by the Boards and Candidate Review Committee.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Commissions Candidate Review Committee concur with the appointment of Neil Sampson.

RECOMMENDATION / MOTION

Move to: A motion to appoint Neil Sampson to serve the remainder of the three year term ending March 31, 2013.



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to Building Code Advisory Board

Proposed Council Action:

A motion for the appointment of Brett Desantis to serve a four year term on the Building Code Advisory Board ending March 31, 2016.

Dept. Origin: Administration
Prepared by: Boards/Commission Review Committee
For Agenda of: April 9, 2012

Exhibits: _____
Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: PK
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

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

INFORMATION / BACKGROUND

We received one application for the vacant position on the Building Code Advisory Board. The Boards and Candidate Review Committee interviewed Ms. Brett Desantis on March 26, 2012.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Commission Candidate Review Committee concur with the appointment of Ms. Desantis.

RECOMMENDATION / MOTION

Move to: Appoint Brett Desantis to serve a four-year term on the Building Code Advisory Board ending March 31, 2016.



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to Design Review Board

Proposed Council Action:

A motion for the appointment of Warren Balfany to serve a four-year term on the Design Review Board as the CLG Historic Preservation Position ending July, 2015.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: April 9, 2012

Exhibits: Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: [Signature]

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

John Jernejcic resigned from the Design Review Board in October. After advertising the opening, we received a letter of interest from Warren Balfany to serve on the commission once again as one of the CLG Historic Preservation members.

Peter Norman, appointed in the CLG position in October, graciously offered to move into the Category 2, Lay Person position vacated by Mr. Jernejcic to allow Mr. Balfany to serve once again as one of two historic preservation members.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Commission Candidate Review Committee concur with the appointment of Mr. Balfany.

RECOMMENDATION / MOTION

Move to: Appoint Warren Balfany to serve a four-year term on the Design Review Board as the CLG Historic Preservation Position ending July, 2015.



Business of the City Council
City of Gig Harbor, WA

Subject: Re-Appointment to Parks Commission

Proposed Council Action:

A motion for the re-appointment of Nick Tarabochia to serve another three-year Term on the Parks Commission ending March 31, 2015.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: April 9, 2012

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten signatures and dates in the approval lines.

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

Two terms on the Parks Commission end on March 31st: Nick Tarabochia and Robyn Denson. City Council recently amended the code to allow members on the Parks Commission to serve more than two terms. We received a letter from Nick Tarabochia asked to be re-appointed. We also received a letter of resignation from Robyn Denson which leaves a vacancy on the Parks Commission.

After advertising for several weeks we have received no applications and the vacant position remains open.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Candidate Review Committee concur with the re-appointment of Nick Tarabochia to serve another three-year term on the Parks Commission ending March 31, 2015.

RECOMMENDATION / MOTION

Move to: A motion for the re-appointment of Nick Tarabochia to serve another three-year term on the Parks Commission ending March 31, 2015.



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

Subject: Re-appointments to the Salary Commission

Proposed Council Action:

A motion to re-appoint Richard Jasper, Tony Michaelson and Greg Robert to another four-year term on the Gig Harbor Salary Commission

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: April 9, 2012

Exhibits: Re-appointment Request

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: POK
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

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

Three terms expired on the Salary Commission and one remains vacant. A request was sent asking if these members would be willing to serve another term in case the commission is reactivated.

Richard Jasper, Tony Michaelson, and Greg Roberts all agreed to be re-appointed to a four-year term. A recommendation was made to leave the other position vacant until the time the commission becomes active.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Commissions Candidate Review Committee concur with the recommendation to re-appoint all three members to the Salary Commission.

RECOMMENDATION / MOTION

Move to: Re-appoint Richard Jasper, Tony Michaelson, and Greg Roberts to serve another four-year term on the Salary Commission ending March 31, 2015.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Dept. Origin: Admin

Proposed Council Action:

Prepared by: Marco Malich, PW Superintendent

Adopt Resolution No. 897 authorizing the disposition of surplus appliances

For Agenda of: April 9, 2012

Exhibits: Resolution Initial & Date

Concurred by Mayor: CA 4/9/12

Approved by City Administrator: RJK

Approved as to form by City Atty: by e-mail

Approved by Finance Director: JF 4/2/12

Approved by Department Head: _____

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

The Wilkinson Farmhouse was converted to all electric. A gas dryer and hot-water heater were replaced; these older appliances are of no value but are serviceable.

Adoption of this resolution would allow the city to dispose of the appliances in an appropriate manner.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 897 authorizing the disposition of surplus appliances.

RESOLUTION NO. 897

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

WHEREAS, the Gig Harbor City Council has determined that city-owned appliances located at the Wilkinson Farm Park house are surplus to the City's needs and is in need of being replaced with new; and

WHEREAS, these appliances are of no value but are still serviceable; now, therefore,

Section 1. The City Council of the City of Gig Harbor hereby declares the following as surplus:

APPLIANCE	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Sears / Kenmore Gas Dryer	1	M41801097	
Ace gas hot water tank	1	530P0RS6F	

Section 2. The City Council hereby directs the City Administrator to dispose of the items in a manner deemed appropriate.

PASSED ON THIS 9th day of April, 2012.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 03/30/12
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 897



Business of the City Council
City of Gig Harbor, WA

Subject: Austin Estuary Restoration Project
-- Consultant Services Contract with Krazan and Associates, Inc.

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Krazan and Associates, Inc. for an amount not to exceed \$3,415.40.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Olsen
Construction Supervisor

For Agenda of: April 9, 2012

Exhibits: Consultant Services Contract
Scope of Work

Concurred by Mayor:	Initial & Date CLH 4/4/12
Approved by City Administrator:	ROK
Approved as to form by City Atty:	by email 4/3/12
Approved by Finance Director:	JR 4/4/12
Approved by Department Head:	JA 4/4/12

Expenditure	Amount	Appropriation
Required \$3,415.40	Budgeted \$225,000.00	Required 0

INFORMATION / BACKGROUND

On March 12, 2012 the City Council approved the bid award of Austin Estuary Restoration Project. Concrete and Soil testing services are required as part of the documentation process for this project.

Krazan and Associates, Inc. can provide the required special testing and inspection services to include soil gradation, moisture density, in-place density, and compressive test cylinder castings.

FISCAL CONSIDERATION

The 2012 Park Division Objective Fund has allocated the following for this project:

2012 Budget for Austin Estuary Improvement Project, Park Division, Objective No. 11	\$ 225,000
Anticipated 2012 Expenses:	
R.V. and Associates Construction contract	\$ (277,672.30)
Krazan and Associates, Inc.	\$ (3,415.40)
Remaining 2012 Budget =	\$ 0

Note: The 2012 City of Gig Harbor Budget includes an estimated construction contract amount of \$225,000 for this work. The bids exceed 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

N/A.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute the Consultant Services Contract with Krazaan and Associates, Inc. for a not to exceed amount of \$3,415.40.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN AND ASSOCIATES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Construction Testing and Inspection Services for the Austin Estuary Restoration Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Thousand Four Hundred Fifteen Dollars and Forty Cents (\$3,415.40) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. 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 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 June 30, 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 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 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: Krazan and Associates, Inc.
ATTN: Jeffrey Bowers
Construction Services Manager
1230 Finn Hill Road NW, Suite A
Poulsbo, WA 98370
(360) 598-2126

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
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 4th day of April, 2012.

CONSULTANT

CITY OF GIG HARBOR

By: K. Ash
Its: REGIONAL MANAGER

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN AND ASSOCIATES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Construction Testing and Inspection Services for the Austin Estuary Restoration Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Thousand Four Hundred Fifteen Dollars and Forty Cents (\$3,415.40) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. 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 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 June 30, 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 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 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: Krazan and Associates, Inc.
ATTN: Jeffrey Bowers
Construction Services Manager
1230 Finn Hill Road NW, Suite A
Poulsbo, WA 98370
(360) 598-2126

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
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

EXHIBIT A SCHEDULE OF RATES AND ESTIMATED HOURS

3 April 2012

KA Proposal No. T12053WAKR1

Page 1 of 1

Mr. Jeff Olsen
CITY OF GIG HARBOR
3510 Grandview Street
Gig Harbor, WA 98335

Tel: (253) 853-7661
Fax: (253) 853-7597
E-Mail: Jolsen@cityofgigharbor.net

RE: CONSTRUCTION TESTING AND INSPECTION SERVICES FOR:
Austin Estuary Restoration Project
Harborview Drive
Gig Harbor, Washington

Dear Mr. Olsen:

We greatly appreciate and thank you for the opportunity to submit this Proposal and Agreement for Testing and Inspection services for the above referenced project, which is based off of our review of the plans, dated 12/02/2011. Should you have any questions, please feel free to contact our office. We look forward to working with you.

The fee charges for projects under this Agreement are:

Scope: Testing & Inspection Project Services	UNIT	RATES	Hr./Ea.	Estimated Cost
Soils Compaction Inspection	12	\$52.00	hr.	\$624.00
Nuclear Densometer Rental/Security Fee	4	\$15.00	ea.	\$60.00
Asphalt Inspection	6	\$52.00	hr.	\$312.00
Reinforced Concrete Inspection	12	\$52.00	hr.	\$624.00
Project Management	3	\$85.00	hr.	\$255.00
Report Preparation/Processing	0.5	\$50.00	hr.	\$25.00
Mileage/Trip	128	\$0.55	ea.	\$70.40
Sample Pick Up	3	\$45.00	hr.	\$135.00
Moisture Density Relationship {ASTM D1557}	2	\$195.00	ea.	\$390.00
Soil Sieve Analysis {ASTM C136}	3	\$95.00	ea.	\$285.00
Compressive Strength Samples	15	\$20.00	ea.	\$300.00
Asphalt Rice Analysis	1	\$110.00	ea.	\$110.00
Asphaltic Content Hot Mix by Ignition Method (ASTM D6307)	1	\$225.00	ea.	\$225.00
CONSULTING SERVICES IF REQUIRED				
Field Geologist (Soil Bearing Verification)	0	\$95.00	hr.	\$0.00
TOTAL ESTIMATED PROJECT BUDGET:				\$3,415.40

- Prices are subject to change if this Agreement is not executed within thirty (30) calendar days.
- Services will be performed on a “time and materials” basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
- Additional services requested in addition to the above will be billed at our current rates.



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

Subject: Public Hearing and First Reading of Ordinance – Side Yard Setbacks in the Historic District (PL-ZONE-12-0005)

Proposed Council Action: Hold public hearing and review ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester, Senior Planner

For Agenda of: April 9, 2012

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

Initial & Date

Concurred by Mayor:

CHH 4/4/12

Approved by City Administrator:

RJK

Approved as to form by City Atty:

NA EMAIL

Approved by Finance Director:

N/A

Approved by Department Head:

TD 4/4/12

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

The City of Gig Harbor sponsored amendment to the required side yard setbacks in the Historic District for all residential uses and for nonresidential uses outside of the DB district to provide more flexibility on the placement of side setbacks/view corridors on wide lots.

Current regulations require that on lots with 50 feet of width that a total of 20 feet of side yard setback be provided with a minimum side yard setback of 5 feet on any one side. One quarter foot of additional side yard setback must be provided for each foot of lot width beyond 50 feet. In the Historic District and particularly along the shoreline the side yard setbacks are important in that they provide view corridors to Gig Harbor Bay. The existing regulations on narrow lots are adequate when properties have only a single building on the site. On wide lots where there are multiple buildings on the site, the existing regulations are inadequate in that they require all the buildings on the site to be squished together regardless of the desired use of the property, site conditions or view opportunities.

In addition, the existing regulations do not identify the setback regulations required in the instance of properties with less than 50 feet in width. The Planning Director issued an official interpretation that for sites with less than 50 feet in width, the required setbacks may be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side.

The Planning Commission held work-study sessions on February 2nd and 16th, 2012; the meeting on February 16th was a joint meeting with the DRB in order for the DRB to provide input in the design of wide lots. The Planning Commission felt that if side yard setback

flexibility should be provided to wide lots with multiple buildings, only lots wider than 100 feet should be provided that opportunity in order to have 20-foot view corridor consistent with the Shoreline Master Program update.

A public hearing was held on March 1st, 2012 after which the Planning Commission held a work-study session and unanimously recommended approval of the following amendments:

1. Allow lots wider than 100 feet to provide either a) the side yard setback adjacent and parallel to the side property lines or b) the side yard setback within 20-foot minimum view corridors interior to the lot. In both cases, at least 5-foot side setbacks would be provided adjacent to side property lines. The total amount of required side yard setback would not change with the proposed amendments.
2. Require that view corridors are open from the ground to the sky except for standard appurtenances in the side yards.
3. Clarify the language for the required side yard setbacks on lots less than 100 feet in width and lots with one building to ensure intent of the current regulations is maintained.
4. Clarify that the Historic District setbacks do not apply to overwater structures. Such structures are governed by the Shoreline Master Program.
5. Codify the Planning Director's interpretations for side setbacks on lots with less than 50 feet in width, allowing side setbacks to be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side.
6. Make amendments to the terminology used in waterfront view corridor hedge regulations in the landscape code to limit the confusion with the new view corridor setback regulations.

The recommended amendments will not create any greater setback burdens for properties in the Historic District but instead adds flexibility to how the side yard setback/view corridors are situated.

The enclosed ordinance reflects minor changes to the Planning Commission's recommended language to better clarify the amendments. There have been no substantive changes between their recommendation and the ordinance.

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:

3.14.2. Incorporate points of interest into building and landscape design

- a) *Where possible, shift location of buildings to maintain points of interest from the street.*
- b) *Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.*

c) Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.

3.19.1. Adopt setback standards which reflect historic development patterns.

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

Gig Harbor Municipal Code: Side setbacks in the Historic District are regulated in the following ways within the Gig Harbor Design Manual.

1. *SIDE SETBACK MINIMUM – On a 50-foot-wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, one-quarter foot of side yard setback is required. This provision applies to all residential uses and nonresidential uses outside of the DB zoning district. (GHMC 17.99.310(A) and GHMC 17.99.320(A))*
2. *In determining side yard setbacks, consideration should be given to how the location of the structure will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required. (GHMC 17.99.310(B) and GHMC 17.99.320(B))*

FISCAL CONSIDERATION

None

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on March 15, 2012 for this non-project GMA action as per WAC 197-11-340(2).

BOARD OR COMMITTEE RECOMMENDATION

On March 1, 2012, the Planning Commission recommended approval of the amendments. Their written recommendation is enclosed.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance and recommendations

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; AMENDING THE SIDE YARD SETBACK REQUIREMENTS FOR ALL RESIDENTIAL LOTS AND NONRESIDENTIAL LOTS IN THE HISTORIC DISTRICT OUTSIDE OF THE DOWNTOWN BUSINESS (DB) ZONING DISTRICT TO ALLOW LOTS WIDER THAN 100 FEET TO PROVIDE THE REQUIRED SIDE YARD SETBACK ADJACENT AND PARALLEL TO THE SIDE PROPERTY LINES OR WITHIN 20-FOOT MINIMUM VIEW CORRIDORS; REQUIRING VIEW CORRIDORS TO BE OPEN FROM THE GROUND TO THE SKY; CLARIFYING THE SIDE SETBACK LANGUAGE FOR SINGLE-BUILDING AND NARROW LOTS IN THE HISTORIC DISTRICT; CLARIFYING THAT OVERWATER STRUCTURE SETBACKS ARE GOVERNED BY THE SHORELINE MASTER PROGRAM; CODIFYING A PLANNING DIRECTOR'S INTERPRETATION ON SIDE YARD SETBACKS FOR LOTS NARROWER THAN 50 FEET IN THE HISTORIC DISTRICT; AMENDING THE TERMINOLOGY USED IN THE REGULATIONS OF WATERFRONT VIEW CORRIDOR HEDGES TO LIMIT THE CONFUSION WITH VIEW CORRIDOR SETBACK REGULATIONS; REPEALING SECTION 17.04.877; AMENDING SECTIONS 17.78.020, 17.78.095, 17.99.310 AND 17.99.320 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, current setback regulations in the historic district require that on lots with 50 feet of width a total of 20 feet of side yard setback be provided with a minimum side yard setback of 5 feet on any one side. One quarter foot of additional side yard setback must be provided for each foot of lot width beyond 50 feet. This setback is to be provided adjacent and parallel to the side property lines; and

WHEREAS, the current setback regulations in the Historic District are adequate for narrow lots when those lots have only a single building on the site. However, on wide lots where there are multiple buildings on the site, the existing regulations are inadequate in that they require all the buildings on the site to be located close to each other regardless of the desired use of the property, site conditions or view opportunities; and

WHEREAS, the existing setback regulations in the Historic District are particularly important along the shoreline in that they provide view opportunities to Gig Harbor bay; and

WHEREAS, in order allow flexibility in the location of side yard setbacks, the City desires to allow lots wider than 100 feet to provide either a) the side yard

setback adjacent and parallel to the side property lines or b) the side yard setback within 20-foot minimum view corridors interior to the lot. In both cases, at least 5-foot side setbacks would be provided adjacent to side property lines; and

WHEREAS, the 20-foot minimum view corridor would be consistent with the requirements of the Shoreline Master Program; and

WHEREAS, all view corridors would be required to be open from the ground to the sky except for standard appurtenances to provide view opportunities to the bay; and

WHEREAS, the proposed amendments provide more flexibility on the placement of side setbacks/view corridors on wide lots while ensuring that the same amount of setback as currently required is provided; and

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

3.14.2. Incorporate points of interest into building and landscape design

a) Where possible, shift location of buildings to maintain points of interest from the street.

b) Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.

c) Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.

3.19.1. Adopt setback standards which reflect historic development patterns.

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

WHEREAS, text amendments to the required side yard setbacks for lots less than 100 feet in width and lots with one building will clarify the provisions to ensure the intent of current regulations is maintained; and

WHEREAS, the existing setback regulations do not identify the setback regulations required in the instance of properties with less than 50 feet in width; and

WHEREAS, on February 10, 2009, the Planning Director has made an official interpretation that for sites with less than 50 feet in width, the required setbacks may be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side; and

WHEREAS, the City finds that this interpretation should be codified; and

WHEREAS, amendments to the terminology used in waterfront view corridor hedge regulations in the landscape code are required in order to limit the confusion with the new view corridor setback regulations; and

WHEREAS, the Planning Commission held work study sessions on the proposed amendments on February 2nd and 16th, 2012 and the Design Review Board attended the meeting on February 16th to provide input on the design of wide lots; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments on March 1, 2012 and after the public hearing recommended the Council approve the proposed amendments to the side yard setback requirements in the Historic District; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on December 19, 2011, pursuant to RCW 36.70A.106, and were granted expedited review on December 29, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for this Ordinance on March 15, 2012; and

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

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

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

Section 1. Section 17.99.310 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.310 Historic district nonresidential setbacks.

The historic district (see historic district map in GHMC 17.99.500) includes the downtown business district, all waterfront districts, the RB-1, B-2 and C-1 districts abutting Harborview and North Harborview Drives (excluding the B-2 district at the intersection of Harborview Drive and Burnham Drive NW), the area bordered by Harborview Drive, Rosedale Street and Stinson Avenue, the parcel on the southwest corner of the Rosedale Street/Stinson Avenue intersection, and all parcels having frontage on the following streets: Harborview Drive lying south of North Harborview Drive, Rosedale Street extending from Harborview Drive to Stinson Avenue, and Stinson Avenue extending from Rosedale Street to Harborview Drive. The

following setback standards apply to all nonresidential development within the historic district.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to nonresidential setback requirements.

1. FRONT SETBACK:

Twenty feet (see also parkway setback requirements in this subsection), except that in the DB district the front setback is zero.

2. SIDE SETBACK/VIEW CORRIDOR – Downtown Business District (DB):

~~On a 50-foot wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, one quarter foot of side yard setback is required. Side yard setbacks apply to all parcels within the historic district except for parcels in the downtown business district (DB) zone. In the DB zone there are no side yard setbacks except as determined through the site plan review process unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.~~

3. SIDE SETBACK/VIEW CORRIDOR – All Other Zoning Districts:

a. For sites with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The

side yard setbacks/view corridors may be allotted in one of the following ways:

i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or

ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-feet wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

4. REAR SETBACK:

As defined for each underlying zone in the historic districts, or 25 feet, whichever is less, except that in the DB district there is no rear setback except as determined through the site plan review process, unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.

5. PARKWAY SETBACK:

At least 50 percent of the primary structure’s front façade shall be within 10 feet of property frontages abutting defined parkways within the historic district.

6. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total

combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

Section 2. Section 17.99.320 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.320 Historic district residential setbacks.

The following standards apply to all residential uses and development within the historic district, except that in the DB district all residential structures shall conform to the nonresidential setback standards for the DB district of in GHMC 17.99.310.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to residential setback requirements.

- | | |
|--------------------------|-------------------|
| 1. FRONT SETBACK MINIMUM | House – 20 feet |
| | Garage – 26 feet |
| | Porches – 12 feet |

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM**

a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or

ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

d. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM** – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

** See additional setback provisions in subsection C of this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

* * *

Section 3. Section 17.04.877 in the Definitions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 17.78.020 in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, and to any new subdivision plat. GHMC 17.78.095 applies to all development in ~~the waterfront view corridor~~ the area described by that section.

Section 5. Section 17.78.095 in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.095 Waterfront view corridor landscaping Hedges.

~~Within the waterfront view corridor~~ On all parcels located between the shoreline of Gig Harbor Bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or abutting Rust Street (originally named Walnut Street) as shown on the original Artna Addition plat recorded on August 23, 1890, hedges shall conform to the height limits for fences defined in GHMC 17.99.340.

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 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-12-0005

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-ZONE-12-0005 – Side Yard Setbacks in the Historic District

Application:

This application was initiated by the City of Gig Harbor to amend the required side yard setbacks in the Historic District for all residential uses and for nonresidential uses outside of the DB district to provide more flexibility on the placement of side setbacks/view corridors on wide lots.

Planning Commission Review:

The Planning Commission held work-study sessions on February 2nd and 16th, 2012; the meeting on February 16th was a joint meeting with the DRB in order for the DRB to provide input in the design of wide lots. A public hearing was held on March 1st, 2012 after which the Planning Commission held a work-study session and unanimously recommended **APPROVAL** of the amendments contained at the end of this notice.

Findings of Fact:

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

1. The Planning Commission finds that the current setback regulations in the Historic District are adequate for narrow lots and when properties have only a single building on the site. However, on wide lots where there are multiple buildings on the site, the existing regulations are inadequate in that they require all the buildings on the site to be squished together regardless of the desired use of the property, site conditions or view opportunities.
2. The Planning Commission also finds that the existing setback regulations do not identify the setback regulations required in the instance of properties with less than 50 feet in width. The Planning Director has made an official interpretation that for sites with less than 50 feet in width, the required setbacks may be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side. The Planning Commission believes that this interpretation should be codified.

3. The Planning Commission considered the width of lots in the historic district and found that only lots wider than 100 feet should be provided the opportunity in order to have 20-foot view corridor consistent with the Shoreline master Program update.
4. In addition, the Commission finds that the amendments to the setbacks for narrow lots and lots with one building will clarify the provisions to ensure their intent is maintained.
5. The Planning Commission finds that the proposed changes provide more flexibility on the placement of side setbacks/view corridors on wide lots while ensuring that the same amount of setback is provided.
6. The City's Comprehensive Plan includes the following policies which support the amendments:

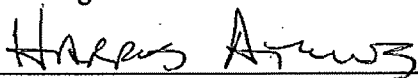
3.14.2. Incorporate points of interest into building and landscape design

- a) Where possible, shift location of buildings to maintain points of interest from the street.
- b) Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.
- c) Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.

3.19.1. Adopt setback standards which reflect historic development patterns.

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

Harris Atkins, Chair
Planning Commission



Date 3/12/2012

PROPOSED AMENDMENTS TO THE DESIGN MANUAL RELATED TO SIDE SETBACKS IN THE HISTORIC DISTRICT

17.99.310 Historic district nonresidential setbacks.

The historic district (see historic district map in GHMC 17.99.500) includes the downtown business district, all waterfront districts, the RB-1, B-2 and C-1 districts abutting Harborview and North Harborview Drives (excluding the B-2 district at the intersection of Harborview Drive and Burnham Drive NW), the area bordered by Harborview Drive, Rosedale Street and Stinson Avenue, the parcel on the southwest corner of the Rosedale Street/Stinson Avenue intersection, and all parcels having frontage on the following streets: Harborview Drive lying south of North Harborview Drive, Rosedale Street extending from Harborview Drive to Stinson Avenue, and Stinson Avenue extending from Rosedale Street to Harborview Drive. The following setback standards apply to all nonresidential development within the historic district.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to nonresidential setback requirements.

1. FRONT SETBACK:

Twenty feet (see also parkway setback requirements in this subsection), except that in the DB district the front setback is zero.

2. SIDE SETBACK/VIEW CORRIDOR – Downtown Business District (DB):

~~On a 50-foot wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, one quarter foot of side yard setback is required. Side yard setbacks apply to all parcels within the historic district except for parcels in the downtown business district (DB) zone. In the DB zone there are no side yard setbacks except as determined through the site plan review process unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.~~

3. SIDE SETBACK/VIEW CORRIDOR – All Other Zoning Districts:

a. For sites with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

- i. The total of the required side yard setback/view corridor shall be provided parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all side yards; or
- ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-feet wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be

provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of "yard" in Section 17.04.880 GHMC and "yard, side" in Section 17.04.910 GHMC may be located within the corridor.

4. REAR SETBACK:

As defined for each underlying zone in the historic districts, or 25 feet, whichever is less, except that in the DB district there is no rear setback except as determined through the site plan review process, unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.

5. PARKWAY SETBACK:

At least 50 percent of the primary structure's front façade shall be within 10 feet of property frontages abutting defined parkways within the historic district.

6. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

17.99.320 Historic district residential setbacks.

The following standards apply to all residential uses and development within the historic district, except that in the DB district all residential structures shall conform to the nonresidential setback standards of GHMC 17.99.310.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to residential setback requirements.

- | | |
|---------------------------------|-------------------|
| 1. FRONT SETBACK MINIMUM | House – 20 feet |
| | Garage – 26 feet |
| | Porches – 12 feet |

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM**

- a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

- i. The total of the required side yard setback/view corridor shall be provided parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all side yards; or
- ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-feet wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

d. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM** – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

** See additional setback provisions in subsection C of this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

* * *

PROPOSED AMENDMENTS TO THE TERM “WATERFRONT VIEW CORRIDOR” TO IMPLEMENT THE ABOVE CHANGES.

17.04.877 Waterfront view corridor.

“Waterfront view corridor” includes all parcels located between the shoreline of Gig Harbor Bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or

~~abutting Rust Street (originally named Walnut Street) as shown on the original Artena Addition plat recorded on August 23, 1890.~~

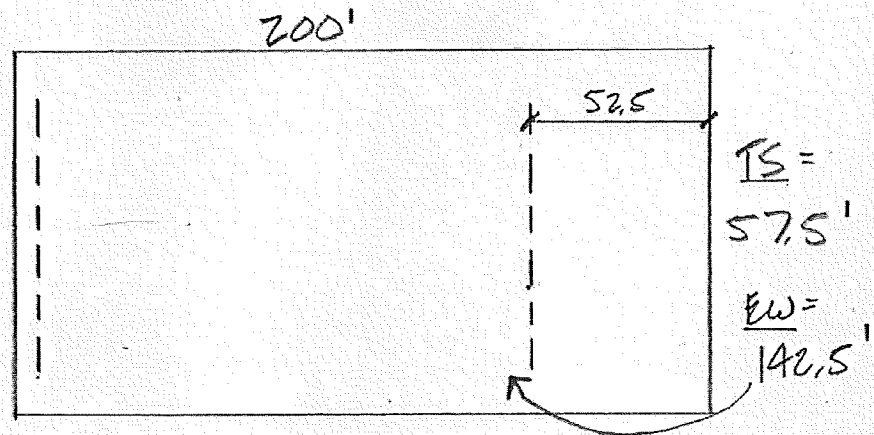
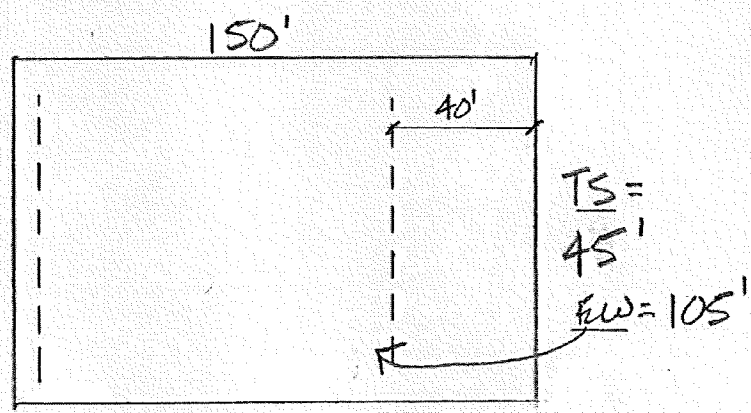
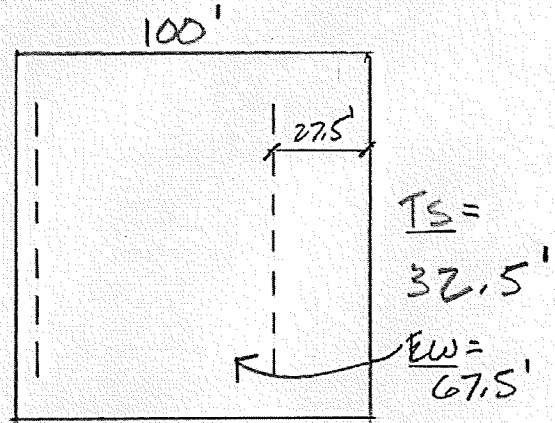
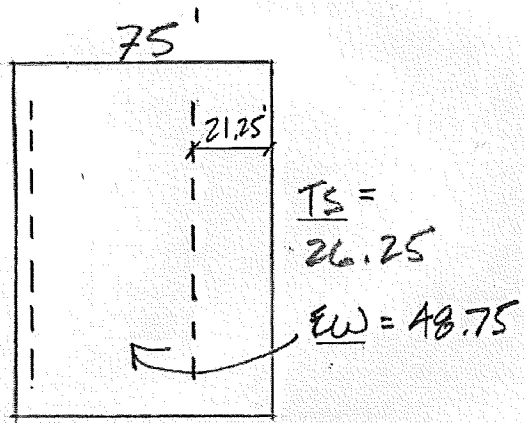
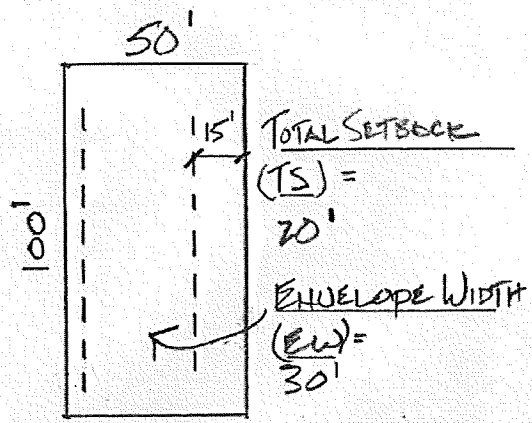
17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, and to any new subdivision plat.

GHMC 17.78.095 applies to all development in the ~~waterfront view corridor~~ the area described by this section.

17.78.095 ~~Waterfront view corridor landscaping~~ Hedges.

~~Within the waterfront view corridor~~ On all parcels located between the shoreline of Gig Harbor Bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or abutting Rust Street (originally named Walnut Street) as shown on the original Artena Addition plat recorded on August 23, 1890, hedges shall conform to the height limits for fences defined in GHMC 17.99.340.



MATH UNDER
CURRENT REGS -
EXISTING CORRIDORS

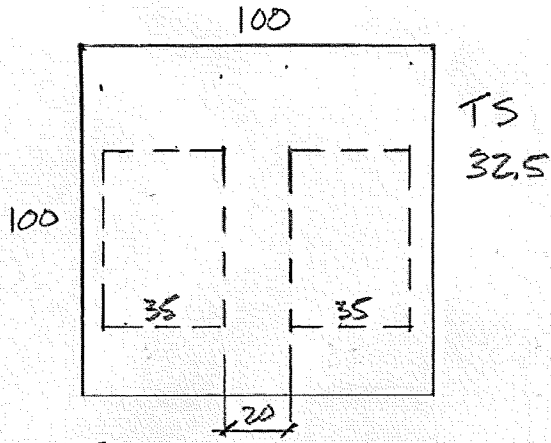
SINGLE ENVELOPE

- ASSUMES 5' RULE USED ON ONE SIDE

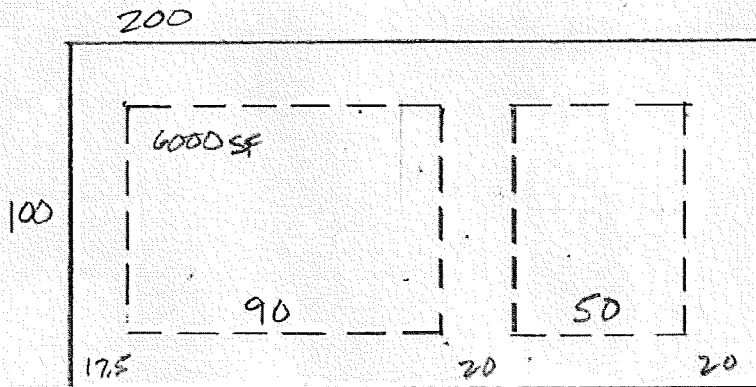
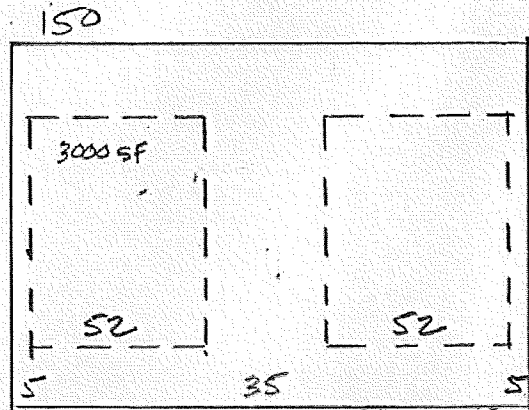
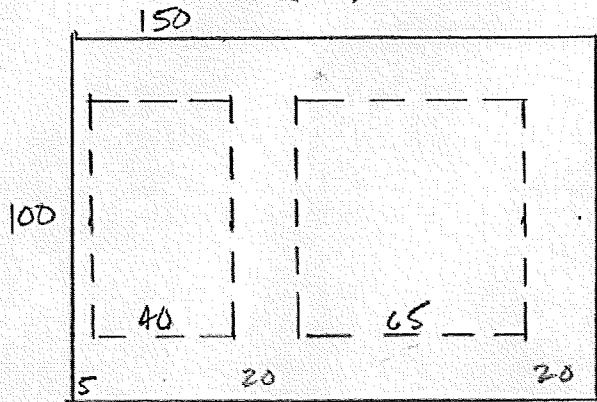
1" = 50'

- MAXIMUM VIEW CORRIDOR DEPENDS ALSO ON ADJACENT LOT AS THESE TWO SETBACKS SIDE BY SIDE WILL COMBINE AS ONE CORRIDOR.

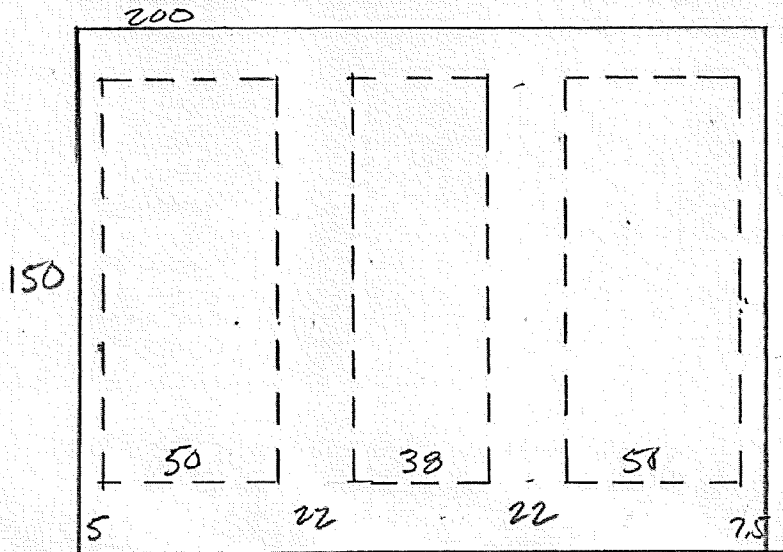
5/5



MIN LOT WIDTH FOR MULTIPLE ENVELOPES
1" = 50'



MIN 20 FT CORRIDOR WIDTHS
1" = 50'



~ VIABLE BLDG. ENVELOPES

City of Gig Harbor Planning Commission
Work Study Session
Planning and Building Conference Room
February 2, 2012
6:00 pm

PRESENT: Harris Atkins, Reid Ekberg, Jim Pasin, Michael Fisher, Bill Coughlin, Rick Gagliano and Craig Baldwin.

STAFF PRESENT: Staff: Tom Dolan and Jennifer Kester

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

ELECTION OF OFFICERS:

MOTION: Commissioner Pasin nominated Harris Atkins to continue as Chair and Mr. Fisher seconded. Motion carried.

MOTION: Commissioner Fisher nominated Mr. Pasin to continue as Vice Chair. Mr. Baldwin seconded. Motion carried.

APPROVAL OF MINUTES:

MOTION: Move that the minutes of November 17th be approved as written. Pasin/Fisher. Motion carried with Mr. Gagliano abstaining

MOTION: Move to approve the minutes of December 1st as written. Pasin/Baldwin. Motion carried with Mr. Gagliano abstaining.

1. Downtown Parking – Finalize written recommendation on changes to the parking regulations in the downtown consistent with the Commission's motion at their December 1, 2011 meeting.

Ms. Kester went over the changes made as a result of the work study session on December 1st. She noted that Senior Planner Peter Katich had some concerns that the existing language and the WAC may make it difficult for a marina owner to lease parking to a non water enjoyment use. Discussion was held on whether to include this in the recommendation to council or to address this separately. It was decided to go forward with the recommendation as it's written. Mr. Atkins asked that the table of parking stall sizes, etc. be removed since they are changing that. It was decided to remove all the portions that weren't being changed. In 17.72.070, Mr. Gagliano asked if there was a defined View Basin and Ms. Kester said that yes, it was defined in the comprehensive plan. He also asked that the wording be clarified to state that the use must be allowed in the zone. Mr. Baldwin felt that it didn't need to be stated as all other requirements still need to be met. Ms. Kester also stated that she didn't feel it was needed.

MOTION: Move to approve the recommendation as amended. Baldwin/Fisher – Motion carried with Mr. Gagliano abstaining.

2. Fireplaces in Setbacks and Housekeeping Amendments – Review of potential housekeeping amendments for 2012.

Mr. Dolan explained that Quadrant had been proposing fireplaces in some of their homes in the Ridge development and how that had prompted this proposed change to allow fireplaces to encroach into the setbacks. Ms. Kester noted that there are other items that are allowed to extend 18” into the setback. She also stated that the Planning and Building Committee had discussed that there may be a difference between a fireplace insert and a full chimney. Mr. Pasin said that he felt it was fine to allow fireplaces to encroach into the setback. Discussion was held on whether there should be a width limitation. It was decided that chimneys and/or vents should be allowed to encroach 18” into the setback.

Ms. Kester went over the other issues being proposed as housekeeping amendments. First was for communication facilities to allow more encouragement for co-location. Also it was being proposed to consolidate some definitions and correct some references within the code. It is also being proposed to add 3 year expiration for PRDs and PUDs. She then went over SEPA appeal noticing that would be put into the standard noticing section. There were additional areas of simple typos, etc that needed to be corrected.

3. Side Setbacks in the Historic District – The City has proposed amendments to clarify the regulations for side yard setbacks on multi-building sites in the Historic District.

Mr. Dolan explained that this issue was brought to staff’s attention when the canoe and kayak club wanted to put a shelter at Skansie Park. He noted that this is a wider issue than just this property. If a property is wider than 50’ then the setbacks get exponentially wider and can be cumbersome. Mr. Dolan illustrated how the requirement is applied currently. It was being suggested that the commission consider allowing the view corridors to be split as long as they are not less than 10’. Ms. Kester went over the zones that would be affected by this proposal. Mr. Gagliano talked about how this regulation was intended to be used when the design manual was first adopted. He noted that it was mostly intended for the residential areas. Mr. Dolan illustrated another way the code could be interpreted that meant the code should be clarified to prevent. Discussion was held on whether to include the Design Review Board in this discussion. It was decided to invite the DRB members to the next Planning Commission meeting. The commission asked for data on lots within the historic district that are more than 50’ wide.

4. Schools and Churches in B-2 – The City Council has sponsored an amendment to allow schools and churches in the B-2 zone. Direct consideration by the Council has been requested.

**Joint City of Gig Harbor Planning Commission
and Design Review Board Meeting
Community Rooms
February 16, 2012
5:00 pm**

PRESENT: Planning Commissioners: Harris Atkins, Jim Pasin, Michael Fisher, Bill Coughlin, Rick Gagliano and Craig Baldwin. Reid Ekberg was absent. Design Review Board members Darrin Filand, David Fisher, Kae Paterson and Pete Norman

STAFF PRESENT: Staff: Jennifer Kester and Tom Dolan

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

The approval of minutes was deferred in order to give everyone more time to read them.

Work Study Session:

1. Side Setbacks in the Historic District – The City has proposed amendments to clarify the regulations for side yard setbacks on multi-building sites in the Historic District.

Ms. Kester went over the proposal and explained the current requirements for side yard setbacks. She provided a map showing the lots that were wider than 50' within the Historic District. Mr. Pasin asked what was trying to be accomplished by this amendment. Mr. Dolan explained that the code as it stands could be interpreted to basically eliminate view corridors, leaving only 5' on each side of a multi-building site. Ms. Kester went over the parcels that were undeveloped. Mr. Pasin asked about what the setbacks had been historically and Ms. Kester said she would have to research that. Discussion followed on which zones this would apply to. Mr. Gagliano pointed out that the regulation was developed for Millville. He illustrated several parcels and how this proposal might apply to them. Discussion continued on the possible benefits of this proposal. Mr. Atkins pointed out that in the Shoreline Master Program the 20' wide access corridor was discussed and wondered why this setback wasn't the same. Mr. Gagliano pointed out the value in a variety of setbacks. Mr. Dolan reminded them that the paramount concern was that you not have only a 5' setback on each side with no view corridor in the middle. They discussed ways to write the language to assure that the intent to have the setbacks provided adjacent to abutting properties, was very clear. Mr. Gagliano wondered if an option should be considered for a view corridor down the center. David Fisher noted that the height restriction provides for views over the tops of buildings, it isn't just about the view between buildings. Mr. Gagliano stated that it is more about the pedestrian public view, not just about each individual property owner. Discussion continued on the role of history in the downtown. Ms. Kester noted that the

Historic District is really a design district and is not necessarily reflective of all of the historic areas. Mr. Atkins noted that there seems to be general consensus for support of the proposal and that the language just needs some tweaking. Mr. Filand and Mr. Fisher both felt that adding the flexibility to the site planning process (where corridors could be located on the sides or internally) was a benefit. Mr. Dolan suggested that they go ahead to the public hearing and then play with the language. Discussion was held on how wide the lot should have to be in order to take advantage of this proposal and it was decided to start with 100' lot width minimum and 20' separation between buildings. It was decided to bring this topic to public hearing at the March 1st meeting to amend the Historic District side yard setbacks outside the DB zone for multi building lots in order to provide additional flexibility.

2. Downtown Historic Preservation and Planning

Planning Director Tom Dolan provided a copy of the council bill that had gone to the council regarding ideas for the downtown. He noted that Lita Dawn Stanton will have a historic inventory and characterization report done by the end of the month. That report will be presented to stakeholder group to gather feedback. Ms. Kester noted that there is also some downtown characterization information within the report from a previous study done in 2008. Mr. Dolan stated that a Downtown Planning and Vision Committee has been formed made up of 3 councilmember's; Jill Guernsey, Paul Kadzik and Ken Malich. They are beginning to have conversations with community members regarding the Downtown Business zone. Mr. Dolan went over some things that the City Council will be asking the Planning Commission to examine. It was noted that some of these ideas could apply to areas outside of the DB. Michael Fisher expressed that there are many facets to economic development of the downtown that sometimes are related to areas outside of the downtown and that this is a long term process.

The meeting was adjourned by acclamation at 7:15 pm.

City of Gig Harbor Planning Commission
Public Hearing and Work Study Session
Council Chambers
March 1, 2012
6:00 pm

PRESENT: Planning Commissioners: Harris Atkins, Jim Pasin, Michael Fisher, Bill Coughlin, Rick Gagliano, Reid Ekberg and Craig Baldwin.

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

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

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of February 2, 2012 as written.
Fisher/Pasin – Motion carried.

PUBLIC HEARING:

Side Yard Setbacks in the Historic District outside the DB Zoning District -
The City of Gig Harbor is considering amending the required side yard setbacks of residential and non residential lots in the Historic District outside of the DB district to provide more flexibility on the placement of side setbacks/view corridors on lots greater than 100 feet. Amending Sections 17.99.310 and 17.99.320 GHMC.

Ms. Kester went over her staff report on the side yard setbacks within the Historic District. She noted that staff was recommending that an interpretation made by the Planning Director be codified as part of this amendment. She also pointed out that staff was recommending that the definition of view corridor be changed.

The Chair opened the public hearing at 6:10. There being no one present to testify, he closed the public hearing. Staff noted that there have been no comments received.

WORK STUDY SESSION

Ms. Kester went over the changes made to the language since their last meeting. Mr. Coughlin asked about any conflicts between this proposal and the Shoreline Master Program and Mr. Katich said that he didn't believe that there were any conflicts. He read the section that defined view corridors. Ms. Kester stated that staff believed that this new language provided the most flexibility. Mr. Coughlin noted that sometimes the view is also about other things besides the water. Various scenarios of how this regulation might be applied were discussed. Mr. Katich explained that there were different view corridor requirements for over water structures. Mr. Dolan stated that staff was asked by the Planning and Building Committee to bring this to the Planning Commission in a way that would not reduce buildable area. Ms. Kester suggested that

they add language that these setbacks only apply to upland development. Discussion continued on what is within a view corridor and that it is possible that a view corridor would be filled with boats in a marina or net sheds. Ms. Kester suggested that the language state that view corridors must be parallel to the side property lines. She illustrated some lots where this regulation could be applied and compared how it would be applied under the current regulations. Mr. Baldwin stated that he like the way it was written and he wasn't sure you would have to require that it be parallel to the side lot lines. Mr. Gagliano noted that it was more necessary when the view corridor is not in the middle. He suggested that language could be crafted to be more specific to the middle of the property. Mr. Ekberg cautioned that the use of the word "or" makes for more problems with interpretation. Ms. Kester summarized that it seemed that the commission was supportive of the proposal as long as the language was specific. Mr. Atkins wondered if they had discussed making the minimum setback 10' on lots wider than 100'. Mr. Fisher said that he recalled that the 20' provision was substituted for the 10' side. Ms. Kester also noted that changing it to 10' on the sides it would be lessening the buildable area. She then went over what the side setbacks had been historically and noted that for the most part it had been 8'. Discussion followed on lots that front on Dorotich. Mr. Atkins wondered if the designation of the Waterfront View Corridor could be removed to lessen confusion. She suggested that they change the term so that they are not all called a corridor.

MOTION: Move to recommend approval of the proposed amendment with the following changes:

- Make language clear that setbacks only apply to structures landward of ordinary high water mark or bulkhead.
- Make language clear that where property is not perpendicular to a designated parkway it states that it must be consistently parallel for the length of the property
- Modify the term waterfront view corridor in the landscape code

Ekberg/Pasin – Motion passed unanimously.

Planning Director Tom Dolan stated that the next meeting will be about the medical marijuana collective gardens. He then went over other applications that were pending for the comprehensive plan amendment and the work program for the coming months.

MOTION: Move to adjourn at 7:15 pm. Pasin/Gagliano – Motion carried

**City of Gig Harbor Planning Commission
Work Study Session
Planning and Building Conference Room
March 15, 2012
5:00 pm**

PRESENT: Harris Atkins, Reid Ekberg, Jim Pasin, Michael Fisher, Bill Coughlin and Rick Gagliano. Craig Baldwin was absent.

STAFF PRESENT: Staff: Tom Dolan and Jennifer Kester

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

Commissioner Rick Gagliano suggested that language be added to the February 16th minutes to indicate that David Fisher and Darrin Filand felt that the proposed amendments were a more flexible approach to let applicants have the option to have corridors on either the side or internal to the lot. He stated that the discussion of this issue was fairly close to the end. Ms. Kester suggested that the language be added on the second page in the first paragraph, after the word "tweaking". The sentence would say, "Mr. Filand and Mr. Fisher both felt that adding the flexibility to the site planning process where corridors could be located on the sides or internally would be a benefit".

MOTION: Move to approve the minutes of February 16, 2012 as amended. Gagliano/Pasin – Motion carried.

MOTION: Move to approve the minutes of March 1, 2012. Ekberg/Gagliano – Motion carried.

Ms. Kester passed around the participant roster for the commissioners to sign.

1. **Side Yard Setbacks in the Historic District outside the DB Zoning District** – Finalize written recommendation on changes to side yard setbacks in the historic district consistent with the Commission's motion at their March 1, 2012 meeting.

Ms. Kester went over the recommendation and the code changes that will occur. She outlined the language clarifying that this would apply only to structures landward of the ordinary high water mark. Mr. Atkins voiced his concern with consistency, noting that this was the only place where there was an exception to the Shoreline Master Program. He also stated that he felt it was clearer to tell people what they can't do rather than what they can. Mr. Dolan stated that it was easier to administer the way it's written. Ms. Kester then went over the provision where the view corridor must be consistently parallel for the length of the property and what can be in a view corridor. She continued going over the proposed language within the recommendation.

Mr. Pasin asked if they wanted to use the word “squished”. Ms. Kester suggested “located close together”. Mr. Gagliano asked about item (b) ii. He wondered if part of the language “the total of the required side yard setback view corridor must be provided” from (b) needed to be repeated. Ms. Kester stated that she felt that it was clear and suggested that she ask the City Attorney if that language needed to be added. It was agreed that Ms. Kester should ask the City Attorney. Mr. Gagliano wondered if the appropriate term should just be a view corridor rather than setback and Ms. Kester agreed to ask the City Attorney that question as well. Mr. Atkins suggested that in the findings of fact it be mentioned why they elected to eliminate the waterfront view corridor and change it. It was agreed that Ms. Kester would explain that verbally when presenting the recommendations.

2. **Downtown Historic Preservation and Planning** – Initial discussions on View Basin code considerations. Formal review to begin in the summer.

Ms. Kester then discussed the code considerations coming forward related to downtown. She went over the five things that the council currently has on the list. Mr. Dolan explained that the council had not formally amended their work program. It was noted that Mr. Atkins is on the Downtown Vision Committee. Mr. Dolan explained the role of this committee and its members. He noted that Jill Guernsey and Lita Dawn Stanton have been interviewing community members to ascertain their vision of downtown. He explained that a vision would be developed for the downtown and that what most people think of as the downtown encompasses more than just the DB zone. This committee wants to have the City Council formally adopt the vision and then from there there would be amendments to the city’s Comprehensive Plan’s goals and policies with text amendments being developed from those goals and policies. Mr. Dolan stated that the Comprehensive Plan amendments would probably not be adopted until the fall of 2013 and many members of the committee and the council felt that that was too long to wait. Therefore, some common sense amendments will come to the Planning Commission prior to that time. Discussion was held on the role of the Planning Commission in working on this vision and how historic preservation works with economics. Mr. Dolan emphasized that there will be a lot of public involvement in this process. Mr. Atkins asked about which of the common sense items did the commission feel were independent of the visioning process. Discussion followed on how the commission could work on these items before the visioning process begins. Everyone agreed that most of them were great ideas and things that could be done sooner. Mr. Coughlin agreed but also cautioned that they needed to keep it a dynamic process and in concert with the visioning effort. Mr. Dolan and Ms. Kester explained that the list may change or grow as the interviews and meetings with the public occur and that it is the City Council’s direction that this work program be followed.

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

Ms. Kester talked about the processing of text amendments and possible improvements. It was decided that Ms. Kester would take the process for



Business of the City Council
City of Gig Harbor, WA

Subject: Amendment to Marketing Department Budget 2012

Proposed Council Action: Approve and Authorize the request for use of reserve fund.

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund

For Agenda of: April 9th, 2012

Exhibits: none

Initial & Date

Concurred by Mayor: CLH 4/3/12
Approved by City Administrator: RSK
Approved as to form by City Atty: approved by email
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature]

Expenditure Required	\$73,000.00	Amount Budgeted	\$ 000.00	Appropriation Required	\$73,000
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INFORMATION / BACKGROUND

During the past several months the Gig Harbor Lodging Tax Advisory Committee has discussed the available dollars in the “reserve fund” of the Marketing budget. The “reserve fund” was for several years targeted to the Skansie Brothers House. When that project no longer was focused on tourism and overnight visitors, the “reserve fund” continued to grow but without a goal. During the past three years, the Marketing Department budget has been very frugal as we have worked diligently to protect the fund and the program during lean times. You will remember that the Marketing staff even proposed and was granted the ability to give up hours and medical benefits in an effort to preserve the fund.

It is now the desire of the Lodging Tax Advisory Committee to use a portion of the reserve at this time to supplement the current 2012 budget. The Lodging Tax Advisory Committee’s position remains firm that the funds should be used for overall marketing of the community with specific promotion towards “head in beds”. With that in mind they propose the following use of reserve funds upon your approval (listed by priority):

On-line Advertising: Broad based Gig Harbor advertising as well as specific hotel advertising in a variety of on-line media between April and November 2012 with possible placement in; Google, Leisure Group Travel, Seattle Met, Seattle Weekly, Puget Sound Business Journal, Northwest Cable News and Comcast. **Request is for \$26,000**

Technical Upgrades: Additional upgrades to our on-going work on our web based presence. These upgrades may include; Flash navigation on home page of www.gigharborguide.com, webcam added to www.gigharborguide.com, expanding the footer and adding virtual visitor guide, “Hot Deals” bug and “Explore the Region” tab to www.gigharborguide.com, adding Yelp and Trip Advisor, adding ability for

larger images in the interior pages, and adding additional upgrades to mobile website and ap.
Request is for \$15,000

Cable Media Buy: We are currently working on our new Gig Harbor Video and on completion of the video we would like to use it in a cable media buy with Comcast.
Request is for \$10,000

Outdoor Advertising: Purchase billboard and digital board advertising for Spring or Fall 2012. Locations may include Pierce, Snohomish, King and Thurston County in addition to possibly having a banner billboard on the side of the building near the old Span Deli on Hwy 16.
Request is for \$22,000

City Administrator Karlinsey and Mayor Hunter also proposed to the Lodging Tax Committee that \$30,000-\$50,000 be given to the Harbor History Museum for operations and programming during the construction at Donkey Creek. The committee voted against this recommendation.

FISCAL CONSIDERATION

TOTAL REQUEST IS FOR \$73,000. Current Reserve Fund (ending fund balance) is \$150,000. Remaining in Working Capital Reserve will be \$77,000.

BOARD OR COMMITTEE RECOMMENDATION

I recommend that the Council authorize and accept the proposal for use of Lodging Tax Reserve Fund.

RECOMMENDATION / MOTION

Move to: Approve and Authorize use of funds in the amount of \$73,000.