

Gig Harbor City Council

August 11, 2014

5:30 p.m.



OPEN HOUSE: At 5:00 p.m. there will be an Open House in Community Rooms A & B regarding the public hearing on the updates to the marijuana code.

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, August 11, 2014 – 5:30 p.m.**

CONSENT AGENDA:

1. Approval of City Council Minutes Jul 28, 2014.
2. Correspondence / Proclamations: a) Recognizing the Three-Time National Champion Gig Harbor Canoe and Kayak Racing Team; b) Morning Rotary 40th Birthday Proclamation and Recognition of Alan Bucholz.
3. Liquor License Action: a) Application: Pho Ever; b) Application: The Harbor General Store.
4. Receive and File: a) Lodging Tax Advisory Committee Minutes from July 1, 2014; b) Parks Commission Minutes June 4, 2014.
5. Appointment to Gig Harbor Arts Commission.
6. Energy Efficiency Implementation Agreement – Peninsula Light Company.
7. Pt. Fosdick Sidewalk Improvement Project - Bid Award and Consultant Services Contract for Materials Testing.
8. Employment Contract – Chief of Police.
9. Approval of Payment of Bills Aug. 11, 2014: Checks #76075 through #76177 in the amount of \$694,065.47.

SWEARING IN CEREMONY: Chief of Police – Kelly Busey.

PRESENTATIONS:

1. US Open Presentation – Pat McCarthy, Pierce County Executive and Danny Sink, US Open Championship Director.
2. Recognizing the Three-Time National Champion Gig Harbor Canoe and Kayak Racing Team.
3. Morning Rotary 40th Birthday Proclamation and Recognition of Alan Bucholz.
4. Recognition of Service to the City: Maureen Whitaker – 20 years and Marco Malich, 30 years.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Grandview Forest Park Tree Evaluation – Consultant Services Contract.
2. Public Hearing and Resolution No. 971 – Canterwood Utility Extension Agreement.
3. Public Hearing and First Reading of Ordinance – Updates to Marijuana Code 17.63.

CITY ADMINISTRATOR / STAFF REPORT:

Updates from the City Administrator, Ron Williams: a) Ancich Netshed Grant; and b) Wastewater Treatment Plant Surprise Inspection.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. No second Council meeting in August.
2. Civic Center closed for Labor Day: Mon. Sept. 1st.
3. Planning/Building Committee: Tue. Sep. 16th at 5:30 p.m.
4. Public Works Committee: Mon. Sep 8th at 4:00 p.m.
5. Lodging Tax Advisory Committee: Tue. Sep 9th at 7:30 a.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING - July 28, 2014

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jul 14, 2014.
2. Correspondence / Proclamations: a) Proclamation for National Night Out.
3. Liquor License Action: a) Renewals: JW Restaurant, Devoted Kiss, Mizu Japanese Restaurant, Galaxy Uptown, and Safeway Store.
4. Receive and File: a) Intergovernmental Affairs Committee Minutes Jul 14, 2014; b) Planning Commission Minutes March 20, April 17, May 1, May 29, and June 5, 2014; c) Quarterly Finance Report; d) Minutes of City Council Worksession July 21, 2014.
5. Appointments to Parks Commission.
6. Second Reading of Ordinance No. 1300 – Amendments to Chapter 10, Bicycle Helmet and Safety.
7. Lift Station 4b – Value Engineering Consultant Services Contract.
8. Pierce County GIS Information / Network Services Agreement.
9. 2014 A/C Water Main – Bid Award and Consultant Services Contract for Materials Testing.
10. Cushman Trail Phase 3 – Public Works Contract Award and Consultant Services Contract for Construction Support Services.
11. Cushman Trail Phase 4 – Public Works Contract Award and Consultant Services Contract for Construction Support Services.
12. Approval of Payment of Bills Jul 28, 2014: Checks #75958 through #76074 in the amount of \$401,199.16.
13. Approval of Payroll for the month of July: Checks #7330 through #7351 and direct deposits in the total amount of \$367,669.36.

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

Mayor Guernsey pointed out the appointment of two new Parks Commissioners, Nicole Hicks and Gregg Vermillion. Ms. Hicks was present in the audience and stood to be introduced.

PRESENTATIONS:

1. Recognize Harris Atkins for service on the Planning Commission. Planning Director Jennifer Kester presented a brief overview of Harris Atkins' history of service on the Planning Commission since 2005. Mayor Guernsey presented Mr. Atkins with a recognition plaque.

Harris Atkins shared that it has been a privilege to service and to be involved with the issues that are important to the city.

2. Proclamation – National Night Out: Diane Bertram. Lieutenant Kelly Busey asked the NNO Committee members to come forward as he gave a brief overview of the program and its success. Diane Bertram accepted the signed proclamation and invited the public to attend this year's event. She shared that last year they came in number 13 in a national competition with over 2500 other cities that hold the National Night Out event.

EXECUTIVE SESSION: At 5:38 p.m. the Mayor and Councilmembers adjourned to Executive Session for the purpose of discussing pending litigation per RCW 42.30.110(i) for approximately 15 minutes. They returned to regular session at 5:59 p.m.

MOTION: Move to approve settlement of the matter *ETC Real Estate Investments vs. City of Gig Harbor* per the terms of the Civil Rule 2A settlement agreement and authorize the Mayor to sign the same.

Kadzik / Payne – five voted in favor. *Councilmember Malich was silent, but asked that the minutes be amended to reflect that he voted no.*

OLD BUSINESS:

1. Public Hearing and Resolution No. 970 – Revisions to McCormick Creek Development Agreement. Associate Planner Kristin Moerler presented the background for amendments to the development agreement carried over from the last meeting to address council concerns. She provided three options and answered questions.

The public hearing opened at 6:02 p.m.

Jason Hubel – 18215 72nd Ave. So., Kent, WA 98032. Mr. Hubel, representing his client Brian Stowe, voiced support for any option that Council might chose for the park and they are hoping the resolution will be adopted to allow the project to move forward. He offered to answer questions.

There were no further public comments and the public hearing closed at 6:03 p.m. Council further deliberated on the final ownership of the neighborhood park. A motion was made to remove the requirement to dedicate Tract D to the city.

MOTION: Move to direct staff to revise Section 6 of Attachment A to the prior language presented on July 14, 2014 and pass the amended Resolution No. 970 authorizing the Mayor to execute the Amendment No. 1 to the Development Agreement, attached to the Resolution as Exhibit A, with McCormick Creek LLC.

Kadzik / Malich –

Roll call vote: Malich – yes; Arbenz – no; Perrow – no; Lovrovich – yes; Payne – no; Kadzik – yes. Mayor Guernsey voted yes to break the tie vote. The motion passed.

NEW BUSINESS:

1. Restaurants 2 and 3 as Conditional Uses in the Waterfront Millville Zone. Senior Planner Lindsey Sehmel presented the background for this proposal to have the Planning Commission consider this text amendment.

MOTION: Move to direct Planning Commission to add proposed code amendment to Commissions work program for discussion in winter 2014 with a signed recommendation prepared for City Council by December 18, 2014.

Payne / Kadzik – unanimously approved.

2. Resolution No. 971 Directing an Advisory Vote on Marijuana. Senior Planner Lindsey Sehmel explained that this resolution was before council at the direction staff received at the July 21st workstudy session to prepare the necessary documents to explore an advisory vote of the citizens of Gig Harbor on November 4th.

Councilmembers each weighed in on their concerns, viewpoints, and stance on the issues.

MOTION: Move to proceed with the public hearing and first reading of the ordinance on August 11th as discussed in the workstudy session.

Payne / Kadzik –

Roll call vote: Malich – yes; Arbenz – no; Perrow – no; Lovrovich – no; Payne – yes; Kadzik – yes. Mayor Guernsey voted yes to break the tie vote. The motion passed.

Staff was directed to make the amendments to the ordinance and bring it forward at the August 11th meeting for a public hearing. City Administrator Ron Williams recommended that in addition to the public hearing that it would be advantageous to hold an open house before the council meeting to help educate the public on the marijuana related ordinance.

3. Establishment of “For & Against” Election Committees. Agenda item not needed with the lack of a vote on Resolution No. 971.

STAFF REPORT:

1. Chief of Police Selection Process – Update. City Administrator Ron Williams reported that there were 20 candidates for the position. Five were interviewed by a citizen panel of nine and from that process came two top candidates: the current Chief from Lake Forest Park, Steve Sutton, and our own Lieutenant Kelly Busey. The second interview and decision will occur this week.

PUBLIC COMMENT:

Jackie Olivia – 33316 Harborview Drive. Ms. Olivia explained that she lives opposite where the Brix Restaurant would be and has questions and concerns on how it will impact the neighborhood.

Mayor Guernsey responded that the issue will go before the Planning Commission this fall and the public will be invited to attend the meetings. She also suggested that Ms. Olivia can contact either Ms. Kester or Ms. Sehmel about the proposal. A text amendment may come before Council for consideration and there would be another opportunity for public comment at that time.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Kadzik reported that he met with city staff members Ron Williams, Molly Towslee, Shawna Wise, Kay Johnson, and Heidi Othman to discuss the issues and possible solutions for the Council Chambers. Some practical solutions are being explored including looking at adding more microphones and shifting staff to run the PowerPoint Presentations to run the pointer. The new projectors are working better and it was decided it would be impractical to move the podium. He said that Ms. Wise is working on cost to add call lights to assist the Mayor in knowing when a councilmember wishes to speak. He encouraged the other Councilmembers to get in touch with Shawna with any comments.

Mayor Guernsey thanked the City Administrator and Staff for holding down the fort while she was out of town. She said it was comforting to know the city was well taken care of.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Harbor Wildwatch Ribbon Cutting Ceremony – Wed. Jul 30th at noon.
2. National Night Out – Tue. Aug. 5th at 5:00 p.m.
3. Planning Commission Open House: Thu. Aug 7th at 5:00 p.m.
4. Public Works Committee: Mon. Aug. 11th at 4:00 p.m.

ADJOURN:

MOTION: Move to adjourn the meeting at 7:02 p.m.
Malich / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1023

Jill Guernsey, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, the Gig Harbor Canoe and Kayak Racing Team is a non-profit organization committed to coaching children aged 9 to 18 years old and para-athletes in the Olympic sports of Canoe, Kayak, and Paracanoe; and

Whereas, the team has a history of excellence, producing multiple National Champions and world-class athletes. Numerous young Gig Harbor athletes have represented the USA at the Junior World championships and Olympic Hope Regattas at locations throughout Europe and North America; and

Whereas, the Gig Harbor Canoe and Kayak Racing Team won the national championship in 2012 and 2013; and

Whereas, the Gig Harbor Canoe and Kayak Racing Team trained hard in order to defend their national championship in 2014, but faced a seemingly insurmountable challenge to try and defeat the 10-time national champion home team, Lanier Canoe and Kayak Racing Team, which had never lost a championship on its home course; and

Whereas, the Gig Harbor Canoe and Kayak Racing Team nevertheless prevailed, successfully defended its national championship and was crowned national champion on August 2, 2014 at the Lake Lanier Olympic venue in Gainesville Georgia.

NOW THEREFORE, BE IT RESOLVED that I, Mayor Jill Guernsey and the City Council of the City of Gig Harbor do hereby proclaim Monday, August 11th, 2014 as

“Gig Harbor Canoe and Kayak Racing Team Day”

and encourage the citizens of Gig Harbor to join us in congratulating all of the players, coaches, parents and supporters of the Gig Harbor Canoe and Kayak Racing Team. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of August, 2014.

Jill Guernsey, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, October 28, 2014 marks the 40th anniversary of the Rotary Club of Gig Harbor; and

Whereas, the territorial limits of the Rotary Club of Gig Harbor includes the City of Gig Harbor, the Gig Harbor Peninsula, Fox Island and the Key Peninsula; and,

Whereas, during the past 40 years, the Rotary Club of Gig Harbor has contributed to and supported the quality of life across the Greater Gig Harbor community through projects including:

- Purchase of a large American flag in 1976 and erection of the flag pole in Jerisich Park
- Development & construction of "Head of the Harbor" restrooms
- Construction of the Skansie Park pavilion
- Purchase of a boat for GHHS science classes
- Construction of trails in the city park near the 'old' Harbor Heights Elementary School
- Purchase of Jaws of Life for Fire District #5
- Construction of picnic tables & mile markers on the first leg of the Cushman Trail
- Purchase & installation of picnic tables at Skateboard Park
- Design & reconstruction of the Orthopedic Thrift Shop after the fire in 2012
- Up-graded and created the 'Field of Dreams', a Little League field complex, tennis courts and playground areas for the PSD and community
- Sehmel Park development & construction support
- 'Bark Park' development & support
- Financial support & development of The Kid's Play Zone Park
- Construction support of the development of Wilkinson Park; and

Whereas, these are but a few of the many examples of how the Rotary Club of Gig Harbor has benefited the City of Gig Harbor and the Greater Gig Harbor community over the past 40 years; and

Whereas, the members of the Rotary Club of Gig Harbor have contributed to the quality of life, both across the Greater Gig Harbor Community and around the world; and

Whereas, charter member, Al Bucholtz, has exemplified the Rotary motto of Service Above Self for the past 40 years generously contributing time and resources to benefit so many of the projects.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby proclaim the month of October 2014, as

The Rotary Club of Gig Harbor Appreciation Month

And I also designate October 28, 2014 as

Al Bucholtz - Service Above Self Recognition Day

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of August, 2014.

Jill Guernsey, Mayor, City of Gig Harbor

Date



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 7/25/14

UBI: 603-421-287-001-0001

License: 418345 - 1U County: 27 APPLICANTS:
Tradenam: PHO EVER PHO4U, INC
Loc Addr: 4831 POINT FOSDICK DR NW # D300 OH, SANGHEE
GIG HARBOR WA 98335-1732
Mail Addr: 2340 130TH AVE NE # D202 1984-09-21
%SHK GROUP, PLLC
BELLEVUE WA 98005-1700
Phone No.: 425-869-3670 SEONG H KIM

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

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



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: 7/25/14

UBI: 603-359-520-001-0001

License: 418342 - 1U County: 27
Tradename: THE HARBOR GENERAL STORE
Loc Addr: 7804 PIONEER WAY
GIG HARBOR WA 98335-1133

APPLICANTS:

SAGLE & SONS LLC
SAGLE, STEPHANIE S 1984-04-23
SAGLE, COBY G
(Spouse) 1984-02-18

Mail Addr: 9916 PEACOCK HILL AVE BLDG B
GIG HARBOR WA 98332-1076

Phone No.: 253-225-4564 STEPHANIE SAGLE

Privileges Applied For:
BEER/WINE SPECIALTY SHOP
BEER/WINE SPECIALTY SHOP GROWLERS

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



LODGING TAX ADVISORY COMMITTEE MINUTES

DATE: July 1st, 2014
TIME: 7:30 am
LOCATION: Gig Harbor Civic Center, Executive Conference Room
SCRIBE: Maria Tobin
MEMBERS PRESENT: Jannae Mitton, Kathy Franklin, Warren Zimmerman, Mary DesMarais, Councilmember Tim Payne, Tom Drohan, Lindsey Munson, Tom Drohan, Mona Sarrenson
MEMBERS ABSENT: Sue Braaten
STAFF PRESENT: Karen Scott, Maria Tobin
OTHERS PRESENT: Bennish Brown, Jeff Ross

INTRODUCTION

Karen Scott called the meeting to order at 7:35 am in the Executive Conference Room. Presented to the LTAC were the following handouts: lodging sales tax figures through April 2014; a presentation summary from the Tacoma Regional Convention + Visitor Bureau; Biennial budget ideas for 2015-16; and the Hotel-Motel Fund General Ledger Sheet for May 2014. The meeting opened with Bennish Brown, President of the TRCVB, presenting to the LTAC a summary of the TRCVB's strategies and activities for 2014.

1. **Presentation from Bennish Brown of the Tacoma Regional Convention + Visitor Bureau.**

Mr. Brown presented to the LTAC a 15-minute presentation on the Jan – June Funding Activity Update from the TRCVB. The TRCVB has begun to hold destination summit meetings so that the TRCVB can ensure that the goals for the TRCVB are better aligned with its stakeholders. Mr. Brown informed the committee that thus far in 2014, the TRCVB has booked 480 hotel rooms in Gig Harbor, and in addition, the TRCVB has assisted Pierce County in hosting four large association meetings to include the 2014 Contemporary Historical Vehicle Association, Taste of Technology Conference and the Crown Victoria Annual Car Club Meeting. In 2014, The TRCVB has also brought several decision making groups to Gig Harbor including WSAE and the Go West Summit.

Mr. Brown further reported that at this time he believed regional advertising to be the most efficacious when focused on the Alaska Airlines inflight magazine and the 2014 Tacoma+ Pierce County Visitor Guide. Mr. Brown also brought to the committee's attention that the new Visitor Information Center, inside the Tacoma Convention Center, had its grand opening last week.

Ms. Scott wanted to acknowledge Mr. Brown for putting together the Destination Readiness Committee and the two volunteer tours with Tom Drohan and Destiny Harbor Tours. The tours have allowed volunteers to see Gig Harbor and know more about its attractions and history by way of water.

Mr. Brown concluded his presentation by calling out the official landing page for the US Open 2015 for ticket holders, www.usopen.traveltacoma.com. Ms. Scott mentioned that in the fall they would try to get the TRCVB back out to present to the City Council.

Also up for discussion was exploring the possibility of chartered boat/ferry service from the Narrows Marina to Gig Harbor to draw people from the US Open to Gig Harbor. Tom Drohan said that he is also looking into possible boat services to be provided by Destiny Harbor Tours and/or Argosy Tours.

Councilmember Tim Payne re-confirmed that the main strategy of the group in regards to US Open should be media attention and he inquired whether a media consultant would be needed to facilitate the greatest possible media exposure. Further discussions took place regarding US Open 2015 strategizing details.

2. Budget planning for 2015-2016

Ms. Scott passed out the Hotel-Motel General Ledger for May of 2014 and the lodging sales tax figures that show that sales tax collected through April 2014 are up by 10%. Ms. Scott advised the group that she will be submitting budget figures to the City Administrator by July 31st. Ms. Scott asked that everyone provide any feedback to be considered for budget. Ms. Scott informed the group that she feels the Paddlers Cup, Garden Tour, and Film Festival have the potential to bring Gig Harbor lodging, as a whole, more heads in beds. Kathy Franklin and Mona Sarrensen expressed that they don't feel that the Garden Tour presently brings in overnight guests, but agreed that while they may not presently produce overnight stays, there is a potential for them to overnight guests. Mary DesMarais offered up that the Wine and Food Festival may in the future become an overnight event to also attract lodging business to Gig Harbor.

Councilmember Payne contributed that he feels sports tournaments have the potential to bring in year-round overnight stays into Gig Harbor. He suggested an athletic center that could combine the Little League property, City Park and the Sportsman Club. He also stated that the committee should be aggressively going after an effective network of sporting fields and/or a large sporting facility with adjacent retail centers and hotels. There is also a potential for 20 acres of space for a sporting facility in Gig Harbor.

Ms. Scott advised the group that she is focusing on some niche marketing for this upcoming budget and she believes building up the Paddlers Cup, distilling interests, quilt and craft groups, and possibly the Film Festival would benefit lodging in the off-season. Ms. Scott advised the committee that Tacoma South Sound Sports who works with the Paddlers Cup is a viable asset that also substantiates continued

funding. Both Councilmember Payne and Ms. Sarrensen suggested increasing budgeted dollars in advertising focused on Alaska Air.

Discussion also took place about the effectiveness of the webcam on the website.

3. Update on Skansie House. Vote on purchase for furnishings for VIC at Skansie House

Ms. Scott moved to approve funds originally allocated for computers in the 2014 Hotel-Motel Budget, but were actually able to be purchased in the last fiscal year, to furnish the Skansie House VIC. **** Ms. Sarrensen seconded the motion and a voice vote was taken and carried unanimously.

4. Distribution of 2014-2018 Tourism Strategic Plan

Ms. Scott had previously distributed the 2014-2018 Gig Harbor Tourism Strategic Plan via email. She had asked for any input on the strategy before it will be presented to council for adoption on July 14th.

5. Upcoming events:

The LTAC was advised that there will be a US Open presentation by Pat McCarthy with Pierce County at the August 11th City Council Meeting at 5:30 pm at the Gig Harbor Civic Center.

6. Meeting adjourned at 8:58 am and the next meeting was scheduled on September 9th, 7:30 am Gig Harbor Civic Center

Respectfully submitted,



Maria Tobin
Tourism & Communications Assistant
City of Gig Harbor

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: June 4, 2014 Time: 5:30 p.m. Location: Community Rooms A/B Scribe: Nancy Nayer

Commission Members and Staff Present: Commissioners Nick Tarabochia, John Skansi, Christine Hewitson and Sara McDaniel;
Staff Members: Public Works Director Jeff Langhelm, Public Works Superintendent Marco Malich and Public Works Assistant Nancy Nayer

Others Present: N/A

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of April 2, 2014 and May 19, 2014 Meeting Minutes	MOTION: Move to approve April 2, 2014 and May 19, 2014 minutes as presented. Tarabochia / Skansi – unanimously approved
OLD BUSINESS:		
Graffiti on Cushman Trail	Commissioner Tarabochia asked if a volunteer group could be formed from the community to monitor/adopt sections of the Cushman trail for graffiti removal.	Public Works Superintendent Malich asked that if graffiti is seen, to call the main City phone line (851-6170) to report the graffiti issue (or any issue). The issue will be tracked in our Cartegraph system and will be taken care of quickly. He stated that City crews are in the parks every day and take care of the graffiti at that time.
Signage on Cushman Trail	Commissioner Hewitson also inquired about signage for reporting issues on the trail.	There are currently signs at the trailheads with City contact information.
Fading Lines on the Cushman Trail	Commissioner Hewitson stated that the lines on the trail are fading and are very important for safety reasons.	Public Works Superintendent Malich agreed that the lines do need to be repainted.
NEW BUSINESS:		

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>Parks Commission Work Program</p>	<p>Public Works Director Langhelm drafted the 2014-2015 list of potential program items for consideration by the Public Works Committee (Council members Ekberg, Payne and Lovrovich) scheduled on June 19, 2014 @ 3:00 p.m. The Public Works Committee will be the committee that receives input from the Parks Commission. When approved, the Public Works Committee will recommend the Work Program to move forward to the City Council. If approved by Council, the Parks Commission would start working on the priority items.</p> <p>After much discussion, the following list was generated by Public Works Director Langhelm and the Parks Commission:</p> <ul style="list-style-type: none"> • Visioning at Crescent Creek Parks – to include Sand Volleyball Courts and BMX Park connectivity • Ancich Waterfront Park Design • Skansie House Use • Harbor Hill Park Visioning • Private Structures in Public Parks/Completion of the policy that was drafted • Helmet Requirements in Parks/Any Public Area (ROW) • Visioning of Old Burnham Drive Property • Ball Field Reservations and include KLM Veterans Park • Input to Acquire Additional Park Properties • Harbor Hill Park Temporary Trails 	<p>Commissioner Tarabochia recommended that they receive an explanation of why the Parks Commission items would be rejected by the Public Works Committee. Public Works Director Langhelm will request/recommend that the Public Works Committee give an explanation for any item rejected.</p> <p>Public Works Superintendent Malich had a recommendation to include a Veterans Memorial Walk. Volunteers have come forward to the City to inquire about this project.</p> <p>Commissioner Hewitson and Commissioner McDaniel do not think that Private Use in Public Parks should be on the list at this time. They feel that restricting Private Use in Public Parks contradicts the Parks Commission's mission statement. Commissioner Skansi believes that it is an issue at this time.</p> <p>Commissioner Tarabochia stated that if the Parks Commission is not involved in the Ancich Waterfront Park Design, that he will give his input as a private citizen.</p> <p>Public Works Director Langhelm will have Maureen Whitaker include the list in the memo to Public Works Committee on June 19 and share the memo with the Parks Commission.</p>
	<p>Approval Parks Commission Work Program List</p>	<p>MOTION: Move to approve Parks Commission Work Program List and numbers as presented on the board.</p> <p>Tarabochia / Skansi – unanimously approved.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Input on Revising the Pedestrian Amenities & Volunteer Projects	Commissioner Hewitson recommended that we take a look at the volunteer project list/donation list and update/add to the current list. Public Works Superintendent Malich provided the Pedestrian Amenities & Volunteer Projects list to the Commission members and stated that it is also found on the City website under "Donations".	Public Works Director Langhelm stated that this was discussed at the Joint Work Study Session in May and it would be under its own separate procedures and it would not be part of the Parks Commission Work Program. He said that if the Parks Commission would like to add/modify the list, it can be added to the Parks Commission Agenda and run through the process.
Increasing Parks Commission Members from 5 to 7	Public Works Director Langhelm wanted to remind everyone that the council has approved moving forward to consider increasing the Parks Commission members to 7.	At the upcoming June 9, 2014 Council Meeting, there will be the first reading of an ordinance to increase Parks Commission members from 5 to 7. It will require a second reading of the ordinance that will hopefully take place at the June 23, 2014 Council Meeting.
PARK UPDATES		
Crescent Creek Park Play Structure	Public Works Director Langhelm stated that the pebble flex surfacing has been poured at the play structure, and a split rail fence has been installed around the wood sculpture. The bricks should be in by the end of the following week (June 13, 2014). He said that the crew has done an excellent job, especially with the challenges of the weather.	
PUBLIC COMMENT:	None.	
ADJOURN:		Meeting adjourned at 7:05 p.m.



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to the Gig Harbor Arts Commission

Proposed Council Action: A motion to appoint Mary Manning to serve the remainder of a two-year term ending March, 2016.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: August 11, 2014

Exhibits: Initial & Date

Concurred by Mayor: JM 8/4/14

Approved by City Administrator: RW 8/1/14

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

The city advertised for a vacant position on the Gig Harbor Arts Commission and received on application from Mary Manning. Ms. Manning is a city resident and comes highly recommended by the Arts Commission Chair, Charlee Glock-Jackson. Her music background as a professional violinist would lend even more diversity to the commission.

BOARD OR COMMITTEE RECOMMENDATION

The Boards and Commissions Candidate Review Committee concurs with the appointment of Ms. Manning.

RECOMMENDATION / MOTION

Move to: Appoint Mary Manning to serve the remainder of a two year term ending March, 2016.



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

Subject: Energy Efficiency Implementation Agreements – Peninsula Light Company

Dept. Origin: Public Works

Proposed Council Action: Authorize the Public Works Director to sign one Energy Efficiency Implementation Agreement with Peninsula Light Company for the retrofit of existing street lights to replace metal halide lamps with LED lamps.

Prepared by: Jeff Langhelm, PE

For Agenda of: August 11, 2014

Exhibits: Agreement

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: *RW 8/6/14*

Approved as to form by City Atty: *via email 8/6/14*

Approved by Finance Director: *DF 8/6/14*

Approved by Department Head: *ADZ 8/6/14*

Expenditure Required	See Fiscal Consideration	Amount Budgeted	\$0	Appropriation Required
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INFORMATION/BACKGROUND

Until recently, all street lights in City right of way used metal halide lamps, which typically draw 250 watts. Today all new street lights installed as part of capital projects and private developments will typically use 80 watt LED lamps.

The proposed agreement under consideration provide for the Bonneville Power Administration (through the Peninsula Light Company) to give incentive funds (a.k.a. rebates) for the installation of LED lamps.

FISCAL CONSIDERATION

The purchase of the retrofit kits will be paid out of the ending fund balance for the Street Operating Fund. The cost to purchase the LED retrofit kit is about \$650 while the cost to purchase a new LED street light is \$4,400. The total rebate amount is approximately \$140 per fixture. These rebates, along with the anticipated annual electricity cost savings of about \$45 per year and anticipated reduced maintenance time due to longer lifespans of LED lamps, support the proposal to systematically convert existing metal halide lamps to LED lamps.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Public Works Director to sign one Energy Efficiency Implementation Agreement with Peninsula Light Company for the retrofit of existing street lights to replace metal halide lamps with LED lamps.

Peninsula Light Co.

a mutual corporation

Energy Efficiency Implementation Commercial Lighting Agreement

This Agreement is made and entered into on this date, **August 1st, 2014**, by and between Peninsula Light Company (PenLight) and **Jeff Langhelm, Director of Public Works for City of Gig Harbor.**

Whereas, PenLight participates in the Energy Efficiency Implementation Agreement programs, sponsored by the Bonneville Power Administration (BPA), a Federal Agency, and PenLight has adopted a policy to obtain cost-effective energy conservation measures to meet future customer electric energy requirements; and

Whereas, **Jeff Langhelm** is authorized to physically improve facilities for: **City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335** which is in PenLight's service territory.
Project Name: Pole Lights (Phase 3-Retrofit)

Now, therefore, PenLight City of Gig Harbor agree as follows:

City of Gig Harbor and PenLight must abide by measures set forth in the April 1, 2014 BPA Energy Efficiency Implementation Manual, Section 6: Commercial Sector, for lighting measures.

City of Gig Harbor shall retain a contractor of its choice to install all measures designated in the BPA Lighting Rebate Calculator (Attachment B) within the facility at the above described location; as submitted by contractor and verified by PenLight. Peninsula does not install conservation lighting measures or recommend or select contractors to perform installations under this Agreement. If electrical or other governmental permits are required for any installation, it is the sole responsibility of **City of Gig Harbor** or its installation contractor to obtain and comply with such permits.

PenLight agrees to pay up to the sum of **\$4,319** (based on calculated energy savings of **20,416 kWhs** of electric energy) to **City of Gig Harbor** upon PenLight approval of said installation and the submission of all appropriate documentation. The incentive funds offered herein are valid only if this agreement is executed prior to the installation of the measures described in Attachment A.

If the installed measures differ from those indicated in Attachment A, PenLight's incentive payment will be based on savings calculated using the final 'as-installed' product. PenLight reserves the right to pay all, some, or none of the incentive dollars indicated above.

The sole responsibility of PenLight under this Agreement is to provide incentive funds for approved installations as authorized by the BPA. PenLight is not a party to any contracts for the purchase of material or the labor for installation of the measures described in Attachment A; nor is Peninsula an agent or representative of **City of Gig Harbor** or its contractor for any purpose under this Agreement. **City of Gig Harbor** indemnifies PenLight and its agents from any claims or responsibility arising out of **City of Gig Harbor** purchase of said equipment.

Peninsula Light Co.
a mutual corporation

Neither, PenLight or its agents are responsible for the design and installation of the measures described in Attachment A.

City of Gig Harbor acknowledges that neither PenLight nor its agents influenced the choice of specific brands of equipment in any way. Neither PenLight nor its agents are responsible for the quality, performance and durability of the equipment chosen by the **City of Gig Harbor**.

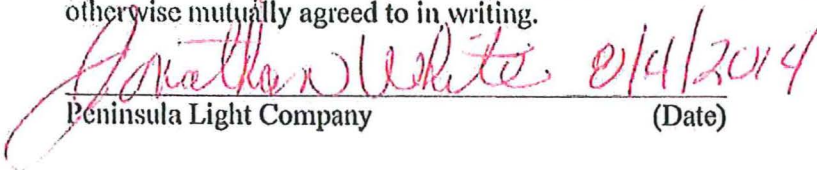
City of Gig Harbor understands that neither the BPA, PenLight nor its agents make any warranties as to the actual or projected electrical savings of the measures described in Attachment A or any other express or implied warranty concerning the design, construction or operation of the project or the equipment. **City of Gig Harbor** assumes full responsibility and risk for the same.

City of Gig Harbor agrees to assist PenLight, the BPA or their agents in evaluating the benefits of the program. This may include, but is not limited to, follow-up site visits at the facility and the release of utility bills or other information pertinent to energy consumption within the facility.

To the fullest extent allowed by law, **City of Gig Harbor** agrees to indemnify, defend and hold harmless the BPA, PenLight, their agents, their officers, and their employees from all claims, loss, damages or litigations including, but not limited to, personal injury, death, property or business damage arising from or in connection with the performance of the agreements herein, including the installation and performance of the measures described in Attachment A, unless said liability is occasioned solely by negligence of PenLight or its agents. With respect to the claims described in this paragraph, **City of Gig Harbor** waives immunity under the Washington State Industrial Law, Title 51 RCW.

City of Gig Harbor expressly acknowledges that this Agreement has been mutually negotiated.

The installation of the measures described in Attachment B must be completed by, by **September 10th, 2014**. If installation is not completed by said date, this Agreement shall terminate unless otherwise mutually agreed to in writing.


Peninsula Light Company

(Date)

Jeff Langhelm

(Date)



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

Subject: Point Fosdick Drive NW Sidewalk Improvements – Construction Contract Award and Change Order Authority

Dept. Origin: Public Works/Engineering

Proposed Council Action:

1. Authorize the Mayor to execute a Public Works Contract with Macnak Construction, LLC, in an amount not exceed \$341,018 for the award of Bid Schedules A and B from the Project Contract Documents; and
2. Authorize the City Engineer to approve additional expenditures up to \$20,000 to cover any Public Works Contract change orders.

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

For Agenda of: August 11, 2014

Exhibits: Public Works Contract, Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Ron W 8/7/14
Per email 8-7-14
SR 8/7/14
J. [unclear] 8/7/14
[unclear] 8-7-14

Expenditure Required	\$361,018	Amount Budgeted	\$ 390,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This project will construct sidewalks along both sides of Point Fosdick Drive between Harbor Country Drive and Briarwood Lane. It includes the incorporation of low-impact development (LID) elements such as porous sidewalks and bio-swales. Underground conduit and junction boxes will also be installed for a future pedestrian illumination system.

Public outreach included an open house conducted on April 1, 2014 and a follow up Homeowner's Association meeting on June 11, 2014. Additional public outreach is planned for the week of August 11, 2014 to the surrounding neighborhoods advising of the anticipated construction schedule and impacts while the project is under construction.

Design of the project was fully funded by a grant from the Washington State Department of Ecology (DOE). Funds to construct this project are included in the 2014 City of Gig Harbor Budget.

This project will also require construction support services such as construction staking, materials testing, special inspection and engineering support. These anticipated expenses are shown under the "Fiscal Consideration" section and will be brought to the council for approval in September 2014.

The construction contract documents were prepared so the project could be bid and constructed under two schedules of work; Schedule A to construct improvements on the west side of Point Fosdick Drive and Schedule B to construct improvements on the east side of Point Fosdick Drive. This approach leveraged the grant funding and provided for flexibility in the event that sufficient funding would not be available to construct the entire project at one time. Sufficient funding is available and staff recommends that both Schedule A and B be awarded.

BID RESULTS

The project was bid using the City’s Public Works bidding process. The Engineer’s Opinion of Probable Cost for Bid Schedules A and B was \$420,000. Seven (7) bid proposals were received by the City of Gig Harbor on August 6, 2014. Bid results from each bidder are summarized below showing the total bid amount for both Bid Schedules, including applicable Washington State Sales Tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	Maknak Construction LLC	\$ 341,018.00
2	Sound Excavation, Inc.	\$ 405,234.00
3	Tactical Constructors Corporation	\$ 422,464.36
4	Harlow Construction Co., Inc.	\$ 429,165.00
5	CCT Construction, Inc.	\$ 509,287.00
6	Stan Palmer Construction, Inc.	\$ 539,274.00
7	Nova Contracting, Inc.	\$ 595,524.00

FISCAL CONSIDERATION

This project is included in the City of Gig Harbor 2014 Annual Budget with a budgeted amount of \$390,000 from the Street Capital Fund to construct a sidewalk along Point Fosdick Drive. The budget summary for this item is provided in the table below. All prices include WSST.

2014 Budget amount for Construction – Street Capital, Objective 8	\$ 390,000
Anticipated Construction Expenses:	
Bid Schedule A – west side of Point Fosdick Drive	\$ 203,643
Bid Schedule B – east side of Point Fosdick Drive	\$ 137,375
Change Order Authority for Public Works Contract	\$ 20,000
Construction Support Services Engineering & Construction Staking – HDR, Inc.	\$ 13,000
Consultant Services Contract for Testing and Special Inspection – PSI	\$ 8,700
Total Anticipated Expenses:	\$ 382,718

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee received a verbal update on the project status at the July 14, 2014 meeting.

RECOMMENDATION/MOTION

1. Authorize the Mayor to execute a Public Works Contract with Macnak Construction LLC, in an amount not exceed \$341,018.00 for the award of Bid Schedules A and B from the Project Contract Documents; and
2. Authorize the Public Works Director to approve additional expenditures up to \$20,000 to cover any Public Works Contract change orders.

PUBLIC WORKS CONTRACT

**POINT FOSDICK DR NW SIDEWALK IMPROVEMENTS PROJECT
CSP-1404**

THIS AGREEMENT, made and entered into, this ____ day of August, 2014, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Macnak Construction, LLC, organized under the laws of the State of Washington, located and doing business at, 2624 112th St. S. Suite A1, Lakewood, WA 98499 hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of constructing a porous pavement sidewalk and bioretention swale along the East and West sides of Pt. Fosdick Dr. NW. More specifically, this work requires clearing and grubbing of ROW, grading as necessary for bioretention swale, placement of porous pavement sidewalk and associated subbase materials, seeding and maintenance of disturbed areas, construction of landscaped bioretention swale and other work, all in accordance with the **attached** Contract Plans, Special Provisions, and the Standard Specifications, including the Bid Proposal Schedules A and B in the "Proposal," the sum of Three Hundred Forty-One Thousand Eighteen Dollars and Zero Cents (\$341,018.00), including applicable Washington State Sales Tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
 2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
 3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
 4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2014 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.
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5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Jill Guernsey, Mayor
City of Gig Harbor

Date: _____

(Signature of Official)

(Print Name)

(Title)

ATTEST:

Date: _____

City Clerk

APPROVED FOR FORM:

City Attorney



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

Subject: Confirmation of Chief of Police

Dept. Origin: Administration

Proposed Council Action:

Prepared by: HR Analyst Mary Ann McCool *mam*

Confirm the Mayor's Appointment of Kelly B. Busey to Chief of Police and authorize the Mayor to sign the employment contract with Kelly B. Busey.

For Agenda of: August 11, 2014

Exhibits: Chief of Police Employment Contract
Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

*See 8/11/14
by email 8/11/14
mam*

Expenditure \$42,741 Required	Amount Budgeted	\$48,669	Appropriation 0 Required
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INFORMATION / BACKGROUND

Section 2.47.020 of the Gig Harbor Municipal Code provides that the Mayor is to appoint the Chief of Police. The Chief of Police must meet the qualifications set forth in RCW 35.21.333. After a thorough selection process by the Mayor and the City Administrator, the Mayor has appointed Kelly Busey to fill the position of Chief of Police. The attached contract sets forth the terms of employment of Mr. Busey as Chief of Police.

FISCAL CONSIDERATION

The salary for the Chief of Police position is included in the 2014 Administration Budget. The salary amount for the remainder of 2014 will be approximately \$42,741.00.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Confirm the Mayor's Appointment of Kelly B. Busey to Chief of Police, and authorize the Mayor to sign the Employment Contract with Kelly B. Busey.

**EMPLOYMENT AGREEMENT- CHIEF OF POLICE
CITY OF GIG HARBOR**

This Agreement has been entered into this _____ day of August, 2014, with an agreed starting date of August 12, 2014, at midnight, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City") and KELLY B. BUSEY ("Mr. Busey").

WHEREAS, the Mayor and the City Administrator have completed a selection process to fill the position of Chief of Police; and

WHEREAS, Mr. Busey has been selected to fill said position; and

WHEREAS, Mr. Busey is already employed with the City of Gig Harbor; and

WHEREAS, it is beneficial for both parties to establish and delineate the conditions of said employment;

NOW, THEREFORE, in consideration of the mutual benefits to be derived the parties agree as follows:

1. Duties. The City hereby employs Mr. Busey as the Chief of Police for the City of Gig Harbor to perform all of the duties of the Chief of Police, as set forth in the job description and in the City's personnel rules and procedures and such other duties as may be assigned periodically by the Mayor or City Administrator.

2. Termination/No Outside Employment.

2.1 The employment of the Chief of Police is at will. The Chief of Police may be terminated by the Mayor or City Administrator at any time for the convenience of the City. After six months of employment, if Mr. Busey is terminated by the City and Mr. Busey is willing and able to perform the duties of Chief of Police, or if the City otherwise breaches the provisions of this Agreement, the City agrees to pay Mr. Busey severance pay equal to two months' current salary, to provide two months' written notice of termination of employment, or to provide any combination thereof, at the City's discretion, not to exceed two months' total compensation.

2.2 Mr. Busey agrees to give the City a minimum of two months' written notice prior to a voluntary resignation from the position of Chief of Police to plan and allow for an orderly transition of City business.

2.3 In the event Mr. Busey is terminated by the City for "cause," Mr. Busey shall not be entitled to any severance pay, excluding accrued but unused vacation time. For purposes of this Agreement, "cause" includes, but is not limited to,

neglect of duty, insubordination, or the willful violation of any City personnel or operating policy, City ordinance or state law.

2.4 During the course of this Agreement, Mr. Busey agrees that he shall not perform services for any other entity of any kind or nature whatsoever. This Agreement is intended to be an exclusive employment arrangement. This exclusivity is based upon the need to maintain public confidence and avoid the appearance of any impropriety. Provided, however, that nothing herein shall be construed to prohibit Mr. Busey from teaching at an accredited school, college or university with the express written consent of the Mayor, or volunteering his services in any capacity.

3. Salary, Benefits and Performance Review.

3.1 Salary. The City agrees to pay Mr. Busey for his services a monthly salary of Nine Thousand, Four Hundred and Ninety-Eight Dollars (\$9,498.00). Pay periods shall be the same as other non-represented City employees. Subject to the limits of the approved salary range, the monthly salary shall be adjusted by the same annual cost of living adjustments as provided to other non-represented City employees in the annual salary ordinance.

3.2 Benefits. The City agrees to provide Mr. Busey all current and future benefits provided to other non-represented City employees as approved and provided in City policy and budget documents. Examples of such benefits include, but are not limited to: Health insurance, retirement, City-paid holidays, and sick leave. Mr. Busey's vacation accrual rate will remain the same as it is now and will be adjusted thereafter on his anniversary date in accordance with the City's personnel policies. Mr. Busey's vacation usage, accrual limits, and cash outs shall comply with the City's personnel policies.

3.3 Performance Review. Mr. Busey's performance shall be reviewed at least annually and more frequently if required by the Mayor or City Administrator or if requested by Mr. Busey.

4. Position Excluded from Civil Service. Mr. Busey acknowledges and agrees that the position he is accepting with the City is exempted from and not included under the City's civil service system, and that this agreement and the provisions contained herein are being entered into by the City and Mr. Busey to fully and completely regulate Mr. Busey's employment with the City and accord him certain rights, obligations, and duties which would otherwise not accrue to him were he within the City civil service system. In partial consideration for this employment agreement, Mr. Busey acknowledges, assents to, and agrees that the position is not covered by a civil service system and is covered by the City of Gig Harbor Personnel Regulations not inconsistent with this agreement, as adopted at the date of this agreement, and as altered during the during of employment.

5. General Provisions.

5.1 This Agreement shall constitute the entire written agreement between the parties. The terms of such regulations are generally applicable to the employees of the City under the personnel regulations approved by the City Council, or the ordinances of the City shall apply unless in conflict with the terms of this Agreement. In the event of conflict, the terms of this Agreement shall prevail.

5.2 This Agreement shall not be amended except in writing with the express written consent of the parties hereto.

5.3 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

5.4 Mr. Busey understands that he has a right to consult with an attorney concerning the provisions of this agreement, and (1) Mr. Busey acknowledges he has done so as is evidenced by the attorney's signature below; or (2) Mr. Busey has knowingly and voluntarily selected not to consult with an attorney.

5.5 Notice. Any notices required to be given to the City to Mr. Busey or by Mr. Busey to the City shall be delivered to the following parties at the following addresses:

1. City of Gig Harbor
Mayor Jill Guernsey
3510 Grandview Street
Gig Harbor WA 98335

2. Kelly B. Busey: at either
3510 Grandview Street
Gig Harbor WA 98335

or

4810 Point Fosdisk Drive PMB 118
Gig Harbor WA 98335

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of August, 2014.

CITY OF GIG HARBOR

CHIEF OF POLICE

Mayor Jill Guernsey

Kelly B. Busey

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield



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

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

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

After the Public Hearing, City Council will deliberate. If council proposes to strike certain amendments, make a motion to direct staff to prepare the final ordinance for second reading and adoption on September 8, 2014.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, AICP Senior Planner

(LNS)

For Agenda of: August 11, 2014

Exhibit: Draft Ordinance

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

RW 8/7/14

Approved as to form by City Atty:

lq email 8/6/14

Approved by Finance Director:

N/A

Approved by Department Head:

JK 8/6/14

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

Initiative 502 was approved by the voters of Washington State in November of 2012, approving recreational marijuana use for adults. The Washington State Liquor Control Board (WSLCB) has been working to outline the process and procedures for implementation of the new law, establishing rules for the growing, processing, and retail of recreational marijuana.

In January 2014, the Washington State Attorney General (AG) issued an advisory opinion identifying that cities are not pre-empted by the passage of I-502 to define land use regulations appropriate for the citing of such uses.

Additionally, the Court of Appeals, on March 31, 2014 in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses.

On April 14, 2014 City Council approved Ordinance No. 1290 immediately establishing an emergency moratorium for all marijuana related uses within the City of Gig Harbor. This ordinance directed staff to prepare amendments to the municipal code to address concerns around a lack of protection from 'non-traditional' school sites in addition to the repeal of medical marijuana uses within city limits.

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

On June 23, 2014 City Council directed staff to expand the scope of pending amendments identified in Ordinance No. 1290 to address additional

On July 21, 2014 City Council held a special study session meeting to address the concerns raised by the community and consider the best approach to amend Gig Harbor Municipal Code 17.63. Staff was directed to make amendments to GHMC 17.63 relating the following:

- Amending the definition of Elementary School and Secondary School to include 'non-traditional school sites' that provide state funded educational services to students as well as clarifying the inclusion of private schools approved by Washington State Superintendent of Public Instruction.
- Amending the definition of Recreational Center or Facility to include for-profit organizations.
- Amending the definition of Public Park to include publically owned parks and trails that provide recreational services.
- Inclusion of vacant undeveloped property owned by the City and Peninsula School District as sensitive uses requiring a 1,000 foot buffer.
- Adding a new sensitive use relating to privately owned and operated playgrounds that are open to the general public.
- Making permanent a 2,500 foot separation requirement between marijuana related uses. This is currently an interim regulation set to expire in February 2015.
- Adding the Employment District (ED) zone as a designated zone suitable for recreational marijuana retail uses.
- Adding a definition of Marijuana Concentrates to address changes in state law since initial adoption.
- Repealing allowance of Medical Marijuana Uses in consistency with the recent ruling of Cannabis Action Coalition v. City of Kent.

The attached Ordinance addresses the items identified in the bullets above as directed by City Council on July 21, 2014.

The scheduled public hearing is only for consideration of the above bulleted items. Comments outside of the scope of work directed by City Council cannot be added to the ordinance due to State Law regarding public noticing requirements. However, items proposed can be removed from the draft ordinance.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

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

After the Public Hearing, City Council will deliberate. If council proposes to strike certain amendments, make a motion to direct staff to prepare the final ordinance for second reading and adoption on September 8, 2014.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING FOR MARIJUANA RELATED USES; AMENDING CHAPTER 17.63 GHMC--MARIJUANA RELATED USES-- TO REVISE DEFINITIONS TO ADDRESS INCONSISTENCIES WITH THE INTENT OF INITIATIVE 502, TO ADD THE DEFINITION OF "MARIJUANA CONCENTRATES," AND TO PROHIBIT MEDICAL CANNABIS COLLECTIVE GARDENS; REPEALING INTERIM REGULATIONS ADOPTED UNDER ORDINANCE NO. 1285; TERMINATING THE MORATORIUM ESTABLISHED UNDER ORDINANCE NO. 1290; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, on January 16, 2014, the Washington State Attorney General opined that I-502 does not preempt local authority to regulate marijuana businesses beyond the minimum requirements of state law; and

WHEREAS, on March 31, 2014, the Court of Appeals, Division I, in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses; and

WHEREAS, the Gig Harbor City Council directed staff to propose amendments to the definitions of “Elementary School”, “Secondary School”, “Perimeter”, “Public Park”, and “Recreation Center or Facility” to establish clarification consistent with the intent of Initiative 502; and

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

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

WHEREAS, the Gig Harbor City Council further held a workstudy session on July 21, 2014, to further consider options for regulation of marijuana uses; and

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

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

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

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

Chapter 17.63
MARIJUANA RELATED USES

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

17.63.010 Purpose and Intent.

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

marijuana processors, and marijuana retailers to operate in designated zones of the city.

17.63.020 Definitions.

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

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

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

“Elementary school” means a school for early education that provides the first four to eight years of basic education and recognized by the Washington state superintendent of public instruction. ~~WAC 314-55-010 (5)~~. This includes non-traditional school sites that provide educational services to state funded students.

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

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

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

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

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

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

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

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

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

“Perimeter” means a property line that encloses an area WAC 314-55-010(14).

“Playground” means a public outdoor recreation area for children, usually equipped with swings, slides, and other playground equipment, ~~owned and/or managed by a city, county, state, or federal government.~~ WAC 314-55-010 (16).

“Public park” means an area of land for the enjoyment of the public, having facilities for rest and recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district, including established trails and trailhead parks. ~~Public park does not include trails.~~ WAC 314-55-010 (17).

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

“Publicly owned future sites” means real property owned by the City of Gig Harbor or the Peninsula School District that has been identified as a future location for a public park or elementary or secondary school.

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

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

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

17.63.025 Medical Marijuana Uses - Prohibited.

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

17.63.030 Marijuana Related Uses.

A. The production, processing and retailing of marijuana is and remains illegal under federal law. Nothing herein or as provided elsewhere in the ordinances of the City of Gig Harbor is an authorization to circumvent federal law or to provide permission to any person or entity to violate federal law. ~~In addition to collective gardens,~~ Only Washington State licensed marijuana producers, marijuana processors, and marijuana retailers may locate in the City of Gig Harbor and then only pursuant to a license issued by the State of Washington.

B. Permits Required

1. Major site plan review as described in Chapter 17.96 GHMC.
2. Development regulations and performance standards shall conform to the requirements of the applicable land use zone.

3. Parking standards, as defined in GHMC 17.72.030 apply as followed:

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

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

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

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

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

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

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

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

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

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

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

~~FE.~~ Marijuana retailers may locate only in the following zones but only at designated sites licensed by the state of Washington and fully conforming to state law and this chapter and only when marijuana retailers are separated by a minimum of 2,500 feet measured from the perimeter of any other marijuana retailer, to be determined by Pierce County assessor-treasurer tax parcels:

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

~~GF.~~ No marijuana processor, marijuana producer, or marijuana retailer ~~or collective garden~~ shall locate within 1000 feet, measured from the perimeter, in the manner set forth in WAC 314-55-050(10), from any of the existing uses as defined in GHMC 17.63.020:

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

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

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

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

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

C. Nothing in Initiative 502 decriminalizing certain possession, use and delivery of specified amounts of marijuana and authorizing the Washington State Liquor Control Board to develop and implement regulations for the licensing of marijuana production, processing and retailing expressly or impliedly preempts the City of Gig Harbor from

exercising its land use regulatory authority and amending definitions set forth in the Washington Administrative Code to meet the general health, safety and welfare needs of the City.

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

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

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

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

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

Section 7. Repeal of Interim Regulations. The interim regulations established in Ordinance No. 1285 are hereby repealed. The Code Reviser is requested to remove the related reference note in GHMC 17.63.030.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this _____ day of September, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

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

August 11, 2014

I have been approved by the Washington State LCB to operate a licensed retail marijuana location on Pt Fosdick Dr in Gig Harbor. This site is over 1,000 feet from the Cushman Trail Park along with any non-traditional school, other school, library, park, transit center, recreation center, playground, arcade or child care center. Gig Harbor City council has proposed to change their ordinance GHMC 17.63 to include “public” playgrounds. Thus, a big toy slide at the Dairy Queen would require a 1,000 foot perimeter. Not one other city in Washington State has recognized a fast food play area as a “playground” in the 502 guidelines requiring a 1,000 foot buffer. The question arises what happens if the Dairy Queen removes the play area – as McDonalds did recently in their remodel? I believe the council recognizes that adding a 1,000 foot buffer for a fast food restaurant big toy is in effect a “de facto ban” and not the intent of the voters of Gig Harbor. With the stringent guidelines and the 2,500 foot buffer requirement between retail stores the maximum number of retail stores within the GH City limits is two. Thus, one located on Pt Fosdick Drive and the other on Burnham Dr in Gig Harbor north.

The new Washington State 502 law approved by the voters does have one major oversight as written. All of the 25% excise tax collected from licensed retailers, processors and producers is awarded to the state. Thus, the LCB is not required to share any of the funds collected in the 25% tax with the local communities where the tax is collected. The 502 guidelines will certainly be amended to include revenue sharing with the respective local communities within two years.

It is my pledge to donate a total of \$100,000 to the five local charities listed below with each individually receiving \$20,000;

- 1) Carol Milgard Breast Cancer Center
- 2) Gig Harbor Peninsula Fish Food Bank
- 3) Toys for Tots
- 4) Peninsula Tides Scholarship Foundation
- 5) Milgard Boys and Girls Club of Gig Harbor

Thanks again for time and consideration!

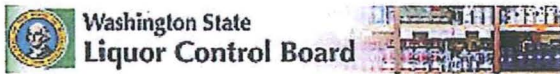
Dino Formiller

**Confirmation from Washington State LCB
that playgrounds at fast food restaurants
do not require 1,000 foot buffer**

Dean,

The definition of a park and playground in the WAC's outline exactly what parks meet the 1,000 foot buffer rule. Playgrounds at locations such as McDonalds would not qualify as a restricted entity.

Tim Lynch



3000 Pacific Ave | PO Box 43098 | Olympia, Washington 98504

phone:  (360) 664-1643 | e-mail: timothy.lynch@lcb.wa.gov | www.liq.wa.gov

Sehmel, Lindsey

From: dleedlee@comcast.net
Sent: Saturday, August 09, 2014 4:02 PM
To: Sehmel, Lindsey
Subject: Marijuana Sales in Gig Harbor

Dear Lindsey Sehmel

The voting population has made its wishes known on this issue when it approved legal marijuana use in our State.

Mature responsible adults now have the right to access & use marijuana without fear of legal battles or arrest.

Marijuana usage mirrors exactly the prohibition of liquor in that the law itself did absolutely Nothing to alter the number of alcohol consumers.

Otherwise responsible law biding citizens broke the law to consume either liquor or marijuana, depending on which decade we look at.

Those who use marijuana will continue to use it, as they always have. Those who are opposed to its usage, for whatever reason, will not use it.

The time has come to make marijuana available in Gig Harbor. The people have voted & it's time for us to move into the 21st century regarding the adult's legal right to choose.

I am in favor of regulations that prohibit marijuana sales to minors just the same as the sale of liquor is prohibited to minors.

My point is that making marijuana available locally will not effect the Number of people using it.

Therefore, there is no logical reason to fear or delay finally making marijuana available.

Having marijuana available in our town, under the right conditions (away from schools etc.) is what we responsible adults want & have voted for.

Decriminalization has already happened. The adult citizens of Gig Harbor now have the legal right to purchase marijuana in a local Safe atmosphere.

I am a property owner here who loves this town & loves this country.

Let's leave needless fear & back peddling behind us. Make marijuana sales available locally to our adult citizens safely & responsibly Now.

I have faith in your ability to move forward & implement the new law & responsibly make this historic freedom Finally come to pass.

Respectfully,

Diana Lee

Sehmel, Lindsey

From: Cheri Himmer <cherihimmer@gmail.com>
Sent: Monday, August 11, 2014 7:33 AM
To: Sehmel, Lindsey
Subject: Ban Pot sales in GH!

Dear Gig Harbor City Council:

I wish to express my concern about marijuana sales in Gig Harbor. I am vehemently opposed to the legalization of marijuana and feel that if Gig Harbor chose to ban pot sales this city would model local governance that encourages the well being of families, children and it constituencies. Let me explain my feelings about this issue. It is well known that I-502 is a mess. If anything, it is premature and does not cover the basis of this issue. I am an employee of the Peninsula School District. This last year, it came to my knowledge that a preschool student was being exposed to second hand marijuana smoke from her parents as they chose to have their "family time" "hotboxing" with them while they let her watch cartoons. Hotboxing is the practice of smoking pot in a tightly enclosed room to extend the high by just being in the room. Obviously, this 4 year old was exposed and intoxicated by her parents' practice. When this knowledge came to me, I realized I was mandated to report to the teacher who was grateful that I did. She called CPS, because before I-502 this practice was illegal. CPS informed the teacher that with the passing of I-502 this practice is now not illegal and there was nothing they could do. We now have the potential of children coming high to our schools due to their parents' legal pot use. I-502 overlooks too much of the impact of marijuana use. It would speak well of Gig Harbor to expose the weaknesses in this law by banning pot sales in this city. The city of Gig Harbor can act for itself and is not required to facilitate a bad law such as I-502.

Here's a personal note of this as well: My husband and I moved here to Gig Harbor in 1997 to raise our five sons. We still have one at home. We shopped and compared various communities and chose Gig Harbor because of its supportive climate for families. I can't express how disappointed I am in the recent failure of our school levy and bond. It feels as if that family supportive climate is slipping away. The littlest things like Heidi's Sweet Shop on the corner of Pioneer and Harborview being replaced by a hard liquor store indicates to me that Gig Harbor is loosing the image I sought in 1997 and chose over other communities. Banning pot sales in Gig Harbor would not only be smart a move and reduce the messy impact of I-502 in our community but would send a family supportive message to those who care about such things.

Please ban pot sales here.

I plan to come to the meeting tonight. I will be posting my opinions wherever I can today. I see this as a tipping point for Gig Harbor.

Sincerely,
Cheri Himmer
3114 38th Ave NW
Gig Harbor, Wa 98335
253-686-3571

--

Cheri Himmer

Sehmel, Lindsey

From: Heidi and Timothy Holmes <wwptps@hotmail.com>
Sent: Monday, August 11, 2014 8:24 AM
To: Sehmel, Lindsey
Subject: Pot Sale in Gig Harbor

Dear City of Gig Harbor,

I am asking you to please ban the sale of marijuana in Gig Harbor. Gig harbor has been a haven to raise our six children. We moved here because of the positive family climate. I see the environment of Gig Harbor changing, i.e. hard liquor store replacing Heidi's Sweet Shoppe, a brewery prominently placed in the charming center of town. I am not pleased with the changes, and I am finding GH less fitting for raising families year after year. Please ban marijuana sales in GH and show the community that the city still holds wholesome family life as a priority.

Sincerely,
Heidi C. Holmes

Sehmel, Lindsey

From: Towslee, Molly
Sent: Monday, August 11, 2014 9:05 AM
To: Sehmel, Lindsey
Subject: FW: Comment for the City Council AGAINST Marijuana sales in Gig Harbor

From: Larry Geringer [<mailto:ltgeringer@centurytel.net>]
Sent: Sunday, August 10, 2014 8:57 AM
To: Towslee, Molly
Cc: Guernsey, Jill; Payne, Tim; Ekberg, Steve; Arbenz, Casey; Malich, Ken; Perrow, Michael; Kadzik, Paul
Subject: Comment for the City Council AGAINST Marijuana sales in Gig Harbor

City of Gig Harbor Officials.

No marijuana stores in Gig Harbor ...Please... Please.. use your common sense..

We moved from Lakewood to Gig Harbor because Lakewood decided to allow Casinos and Adult Bookstores...

Now Gig Harbor is considering allowing retail marijuana shops.. Please do not let this happen..

There are studies that show how these legal shops enable and encourage children to begin using marijuana, these same studies show how damaging this drug is to the brain, both in children and adults, but especially in children.

Fife, Lakewood, University Place and Edgewood have banned marijuana sales, and Pierce County also forbids growth and sales of marijuana, following the federal statute..Join these courageous cities who value the image of their communities.

I urge you to keep the retail stores out..

There is a saying that Bad Businesses drive out good ones ...

And Good businesses bring in good ones..

Let's let Gig Harbor be known for Good Businesses..

Larry Geringer, COPS
Volunteer Police Officer
Retired Air Force Officer
Father and Grandfather..
Gig Harbor, WA

Sehmel, Lindsey

From: Britt Alyse <brittanyalyse@gmail.com>
Sent: Monday, August 11, 2014 9:05 AM
To: Sehmel, Lindsey
Subject: Say no to drugs

Dear Gig Harbor City Council,

Legalization of selling pot in Gig Harbor should not be allowed. I grew up here and went to these schools and have younger siblings who are currently associating with teens who go to the schools here. I am very aware of how easily these kids can get their hands on pot. It is already too easy for them. The lifestyle that accompanies this drug is one of sloth, dependency and entitlement. Legalizing pot in our community is like opening the floodgates for people who seek after this type of lifestyle. We do not need to legalize the selling of it in our small community, and I am convinced our community would suffer as a result; as one drug legalized sets the standard for others to be introduced and to be defended. Why are we so quick to defend and accept low moral standards? Why don't we spend more of our time educating our youth about the negative effects of drugs? It is given a one-over in the schools each year and then the adults take no moral stand when it really counts. Our children see the hypocrisy- they follow our examples.

I am a young mother of 3; 2 of which will enter into the school system this year for the first time. I know that they will already be confronted with drugs as they grow and I am not happy with that. Those who seek after this drug should go elsewhere. We should defend the family and our children, no matter the conflict. I believe that we should stand firm against the selling of pot in Gig Harbor and set a higher standard- not lowering because of outside pressure.

Brittany Voss

Sehmel, Lindsey

From: Towslee, Molly
Sent: Monday, August 11, 2014 9:05 AM
To: Arbenz, Casey; Ekberg, Steve; Guernsey, Jill; Kadzik, Paul; Lovrovich, Rahna; Malich, Ken; Payne, Tim; Perrow, Michael
Cc: Sehmel, Lindsey
Subject: FW: Marijuana shop

From: Malia [mailto:motherof5@centurytel.net]
Sent: Sunday, August 10, 2014 8:56 AM
To: Towslee, Molly
Subject: Marijuana shop

Dear Mayor Guernsey and Gig Harbor City Council Members,

I am writing to you again, on behalf of my family, including my 5 children, my neighbors and all of their children, and my community- including all of the children living here.

I would like to start off letting you know how very frustrated and disappointed I am with the way things are being handled with respect to where to put the "Pot Shop", that it seems you want so badly. It feels to me that the desire to open this place is motivated by money for your city, my city, our city of Gig Harbor. It makes me sad that making money comes before the safety and well being of our children, teens and their families.

I read Mr. Kadzik's comment in the newspaper that "many of the people who contacted council members expressing opposition 'are not residents of the city.' "

It's true I do live just outside the city limits- Yet, in fact, just behind my greenbelt, is Gig Harbor City. I am one of the many residents Mr. Kadzik is referring to in his comment. However, we live closer to this spot on Burnham Drive, than probably any of you do, and so this is why it is infuriating that my, along with my neighbor's, comments don't matter, but yours do! I suggest you consider how you would like to have this pot shop down the road from your home? How would you like to have these marijuana customers, probably high, driving through your neighborhood where your children run and play? We have 2 parks here that are used regularly. Our children have every right to feel as though they can play safely- and not have to worry about high drivers speeding down their street!

In October 2013, Mr. Derek Young said the council wanted to keep the stores away from residential areas. I am wondering why that has changed?

I am curious why you eliminated downtown from your consideration? Yet you are willing to put it so close to so many residential areas? Please explain that reasoning to me. If, as it has been claimed, so many Gig Harbor City Residents voted yes for this, then why don't you put it in the heart of downtown Gig Harbor?

Do you realize that in fact the very precinct, (26-301), where you are planning to place this marijuana store is the one and only one that voted AGAINST Prop 502? It is wrong for you and our City Council to then place this shop in the very area that opposed the legalization for marijuana in the first place. May I suggest you look to the precincts who voted most favorably for Prop 502, and find a location there, where you can put this pot shop, for those members of the city who are desiring this. (Those would be precincts 26-302, or 26-303.)

Honestly I feel like Gig Harbor should have been wise, like our neighbors University Place, and have put a ban on selling it here. This decision will change the feel of Gig Harbor. I hope you, and all of the City Council Members realize this.

In closing, I would like to ask you a question- Are very familiar with this drug? Have you ever personally had a family or close friend have to deal with the effects this drug brings into the lives of many who do use it? If so, you know this is not a harmless

drug, as some have said, not in any way shape or form. This drug ruins lives. It destroys the brains of children and teens who try it, and then become addicted to it. It is a drug that is highly addictive.

“THC acts on specific molecular targets on brain cells, called cannabinoid receptors. These receptors are ordinarily activated by chemicals similar to THC that naturally occur in the body, and are part of a neural communication network called the endocannabinoid system. This system plays an important role in normal brain development and function.

The highest density of cannabinoid receptors is found in parts of the brain that influence pleasure, memory, thinking, concentration, sensory and time perception, and coordinated movement. Marijuana overactivates the endocannabinoid system, causing the “high” and other effects that users experience. These effects include altered perceptions and mood, impaired coordination, difficulty with thinking and problem solving, and disrupted learning and memory.

A number of studies have linked chronic marijuana use and mental illness. High doses of marijuana can produce a temporary psychotic reaction (involving hallucinations and paranoia) in some users.

Additionally, because it seriously impairs judgment and motor coordination, marijuana contributes to risk of injury or death while driving a car. A recent analysis of data from several studies found that marijuana use more than doubles a driver’s risk of being in an accident. The combination of marijuana and alcohol is worse than either substance alone with respect to driving impairment.”

(See <http://www.drugabuse.gov/publications/drugfacts/marijuana>)

Is this really how we want to raise the next generation? How is this really benefitting our community and our State? Is the monetary exchange worth all of the negative outcome we, and my children’s generation will have to face and deal with? These teens will one day be our leaders- Do you really want someone who has mental and health problems from marijuana use, making decisions about you, your family and your community? I know it’s too late now to go back and ban this from happening, but I hope I have at least given you some things to think about.

I hope you also recognize that while many of us “concerned citizen’s who are not ‘residents of the city’ ” are the ones who will be having to deal with the effects of the pot shop on Burnham Drive, should you really decide to put it there. While I am not a “within City limits resident”, I am a citizen of Gig Harbor. My opinion does and should count.

Thanks for your time. I really do hope and pray you will make the decision that is best for Gig Harbor- especially for our Children and the future.

Sincerely,
Malia Van Komen

Sehmel, Lindsey

From: Towslee, Molly
Sent: Monday, August 11, 2014 10:19 AM
To: Sehmel, Lindsey
Subject: FW: #502 vote

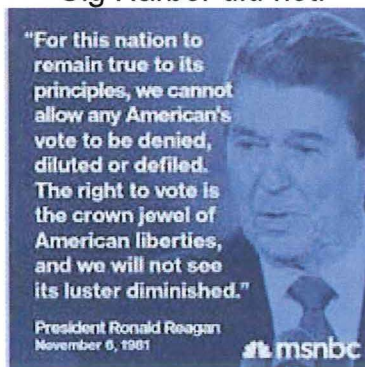
From: jeniawoock@gmail.com [<mailto:jeniawoock@gmail.com>]
Sent: Friday, August 08, 2014 7:30 AM
To: Guernsey, Jill; paulkadzik@comcast.net; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Ekberg, Steve; Arbenz, Casey
Cc: Towslee, Molly
Subject: #502 vote

Mayor, City Council Members;

Whether it is 1,500 Gig Harbor names on a petition or the ballot box result of Gig Harbor votes, Listening to the voice, and vote, of the majority of Gig Harbor Citizens, on every issue, does leave Gig Harbor better than we found it.

The cure for not liking a vote is a return to the ballot box, changing the law....not for the minority to pick it up and throw it out.

The Gig Harbor City Council are public servants, sworn to represent the voice of the people. In 2012 54% of the voters in Gig Harbor voted in favor of initiative #502. 46% of the voters in Gig Harbor did not.



The Washington State Attorney General's office has said it will vigorously "uphold the will of the voters." We all know this initiative will be upheld, for lots of reasons, including it would compromise the initiative process itself. If the law is not obeyed in one instance, there is no reason to obey any law.

The vote happened in 2012.

It is the job of Gig Harbor to see this vote is carried out in a safe and responsible manner in accordance with the rules and regulations set forth by Washington State.

A council member has said Gig Harbor voters did not know what they were voting for when they voted in favor of #502. **That isn't true.**

Legislating morality, over the vote of the majority, has never worked.

This is how Tacoma has handled marijuana. *Tacoma Mayor Marilyn Strickland welcomed the city's first retail marijuana store Friday morning as some 80 customers waited for the doors to open. "In Tacoma, we want to do this the right way," Strickland said. "We knew there was a way to do this safely and responsibly."*

Read more here: <http://www.thenewstribune.com/2014/08/01/3312605/small-crowd-gathers-for-tacomas.html#storylink=cpy>

In 2012, Pierce County Prosecutor Mark Lindquist told the [Seattle Times](#) [12] he was dropping "about four dozen" cases where pot possession was the only offense. *"The people have spoken through this initiative,"* said Lindquist. *"And as a practical matter, I don't think you could sell a simple marijuana case to a jury after this initiative passed."*

Pierce County prosecutes about 10,000 cases a year. 48 of those involved pot and initiative # 502 parameters.

48 out of 10,000 cases. Much ado about nothing?

We ask the Gig Harbor City Council to implement this law with the Washington State regulations.

Thank you,
Jeni Woock

Citizens for the Preservation of Gig Harbor LLC

C4GH: Citizens committed to making Gig Harbor better than we found it! JOIN US!!

When you visit our facebook page, be sure to click on LIKE, when the drop down menu appears, click on Get Notifications...as soon as we post, you will

know: <https://www.facebook.com/Citizens4GigHarbor> <https://www.facebook.com/Citizens4GigHarbor>

We Do Not Inherit the Earth from Our Ancestors; We Borrow It from Our Children and protect It for Generations to Come!

NOVEMBER 2015 GIG HARBOR CITY COUNCIL ELECTIONS!!!

KINDNESS MATTERS

Sehmel, Lindsey

From: Towslee, Molly
Sent: Monday, August 11, 2014 2:43 PM
To: Sehmel, Lindsey
Subject: FW: Bullet points for you

From: citizensforgigharbor@gmail.com [<mailto:citizensforgigharbor@gmail.com>]

Sent: Monday, August 11, 2014 2:26 PM

To: Guernsey, Jill; paulkadzik@comcast.net; Payne, Tim; Lovrovich, Rahna; Perrow, Michael; Malich, Ken; Ekberg, Steve; Arbenz, Casey

Cc: Towslee, Molly

Subject: Bullet points for you

Madam Mayor and City Council members,

"As attorney general, my job is to make sure the will of the people is upheld," the Attorney General said, reports the Kent Reporter. "If any party to these lawsuits seeks to overturn state laws, my office will be there to defend the law."

The people of Washington State and Gig Harbor have voted in favor of #502. The Gig Harbor voters pass this initiative 54% to 46% ish. It is the law in Washington State.

As public servants it is the Gig Harbor City Council's job to implement this law according to the rules and regulations set forth in the Washington Administrative Code. These regulations are a source of primary law in Washington State.

The Attorney General believes that state rules trump city rules and GH citizens do not want you spending our money to go against the majority wishes of Gig Harbor voters.

"The scheduled public hearing is only for consideration of the above bulleted items."

Below are the Washington Administrative Code rules, which trump city rules and which need to be followed. You will find these correct definitions in Chapter 314-55 Washington Administrative Code.

Bullet 1. Elementary Schools and Secondary Schools need to be "recognized by the Washington state superintendent of public instructions." (WAC definitions #21 and #5)

Bullet 2. "Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by person under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government. (WAC definition #19)

Bullet 3. "Public park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as baseball diamond, or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district. Public Park does not include trails. (WAC definition #17)

Bullet 4. Gig Harbor wants to include vacant undeveloped property owned by the school districts with 1,000 buffer. Nothing like this does **NOT** even appear in any WAC rules and regulations and should not even be in consideration.

Bullet 5. "Playground" means a public outdoor recreation area for children, usually equipped with swings, slides and other playground equipment, owned and/or managed by a city, county, state, or federal government. (WAC #16)

Bullet 6. The city wants a 2,500 foot separation between marijuana related uses. If this appears in Wac, we support that.

Bullet 7. The city of Gig Harbor wants to add the Employment District zone, in addition to the other zones set forth by WAC, why not? (not found in WAC)

Bullet 8. Adding a definition of Marijuana Concentrates to address changes in state law since adoption.

Bullet 9. Until Recreational marijuana retail outlets are available in Gig Harbor, I support patients having the ability to get what they need with a doctor's prescription. I volunteer twice a week in the Multicare Oncology Clinic. There is great comfort in medical marijuana, come visit us sometime.

Jeni Woock

Citizens for the Preservation of Gig Harbor LLC

C4GH: Citizens committed to making Gig Harbor better than we found it! JOIN US!!

When you visit our facebook page, be sure to click on LIKE, when the drop down menu appears, click on Get Notifications...as soon as we post, you will

know: <https://www.facebook.com/Citizens4GigHarbor> <https://www.facebook.com/Citizens4GigHarbor>

We Do Not Inherit the Earth from Our Ancestors; We Borrow It from Our Children and protect It for Generations to Come!

NOVEMBER 2015 GIG HARBOR CITY COUNCIL ELECTIONS!!!

KINDNESS MATTERS

Dear Gig Harbor City Council:

Thank you for taking the time to address this sensitive issue. Rather than cite research on the negative effects of marijuana on the individual, family, and community as a way to bolster my opposition to its legalization, I wish to pose some questions.

Perhaps the answers to these questions will generate greater clarity for those who shoulder the responsibility of voting on the issue.

1. Will the legalization of marijuana in Gig Harbor make it a better place to live?
2. Does marijuana improve cognitive thought, creativity, and coherency?
3. The advocates claim there are medicinal advantages to the drug. What are the alternatives? Is marijuana the most productive choice? Or one of convenience, habit, or addiction?
4. Is the product addictive? If yes, what is the cost and who will bear it?
5. Does the use of marijuana enhance family unity and promote positive social values?
6. Will the legalization of marijuana make it easier or more difficult for adolescents to gain access to the substance?
7. What impact will this have on our school system and community?
8. Does marijuana attract the kind of people that generate positive social change?
9. Will the legalization of marijuana in Gig Harbor attract more tourism and families? And what kind?
10. What does Gig Harbor represent to you and will the legalization of the substance support your vision of Gig Harbor?
11. Would you allow your children or grandchildren to socialize or play in a neighborhood that is known for marijuana usage?

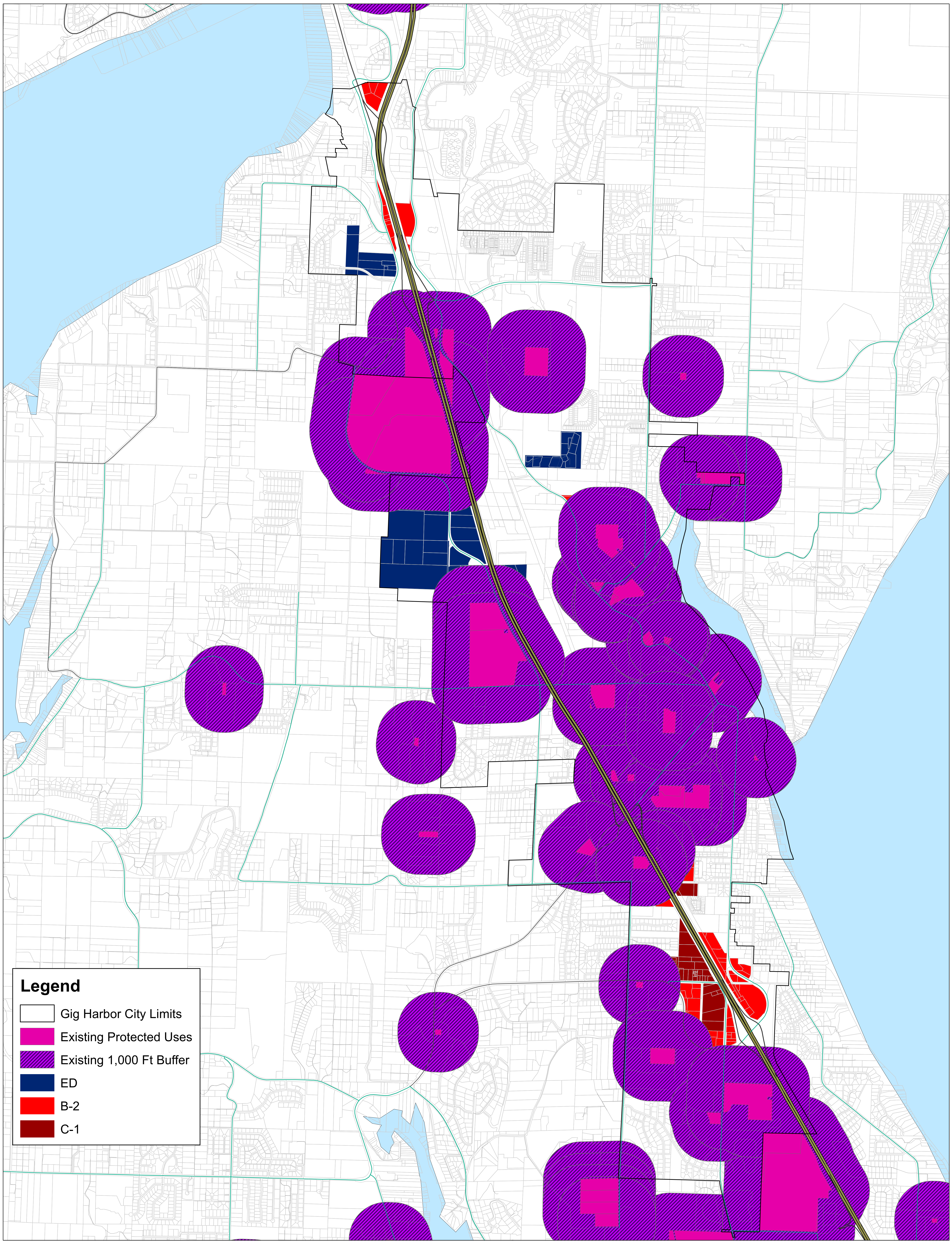
You represent our elected and appointed officials to whom we transfer authority of governance over our quality of life. My wife and I raised our five boys in this community because of the values held by those who live here.

I've spent the past 4 years working in the addiction recovery system as a facilitator. I've spent the past 20 years visiting the Purdy and Mission Creek correction facilities teaching the inmates how to cope with being sober. I wonder how legalizing marijuana is going to enhance the quality of life that creates the City of Gig Harbor.

I support a pro-family community that is based on a foundation of universal values that enhance physical, social, and spiritual well-being. As such, based on my research and experience, I deem the legalization of marijuana, especially as the law is written, to be counter productive to the well-being of Gig Harbor.

Sincerely,

Richard Himmer

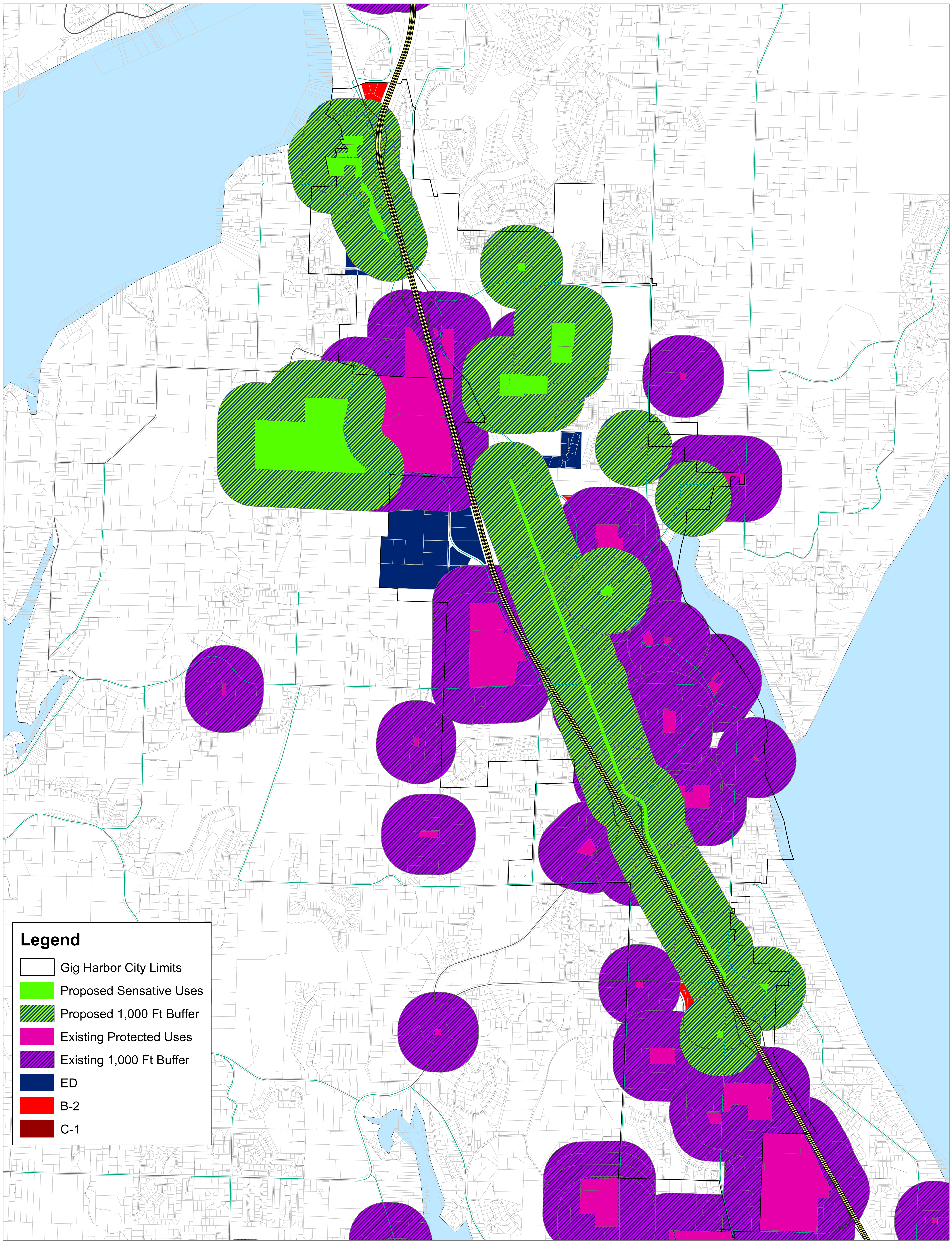


Legend

- Gig Harbor City Limits
- Existing Protected Uses
- Existing 1,000 Ft Buffer
- ED
- B-2
- C-1

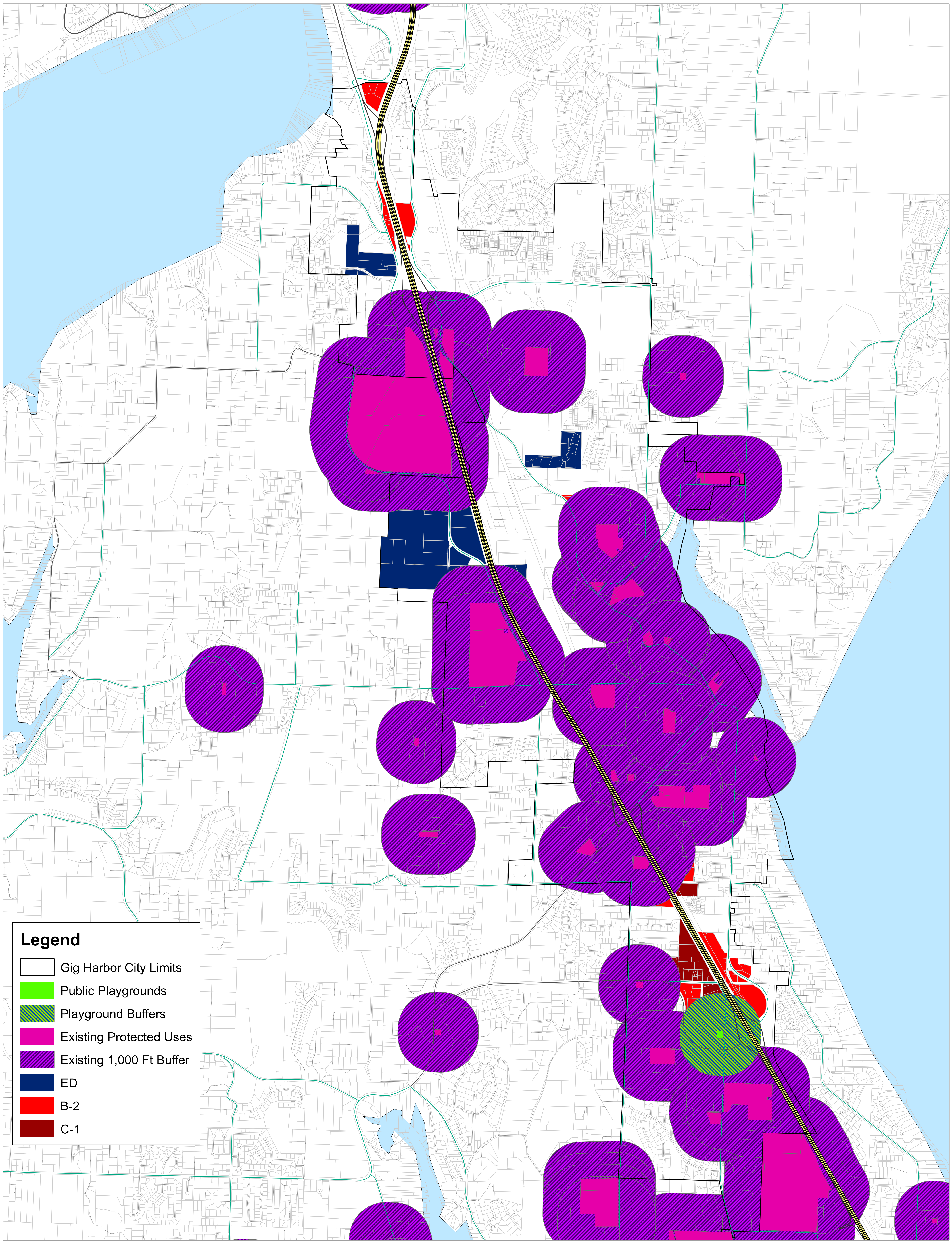
Printed on August 11, 2014
MARIJUANA RELATED USES
SENSITIVE USES AND PROXIMITY TO ALLOWED ZONES

Disclaimer: This map may change due to changes in land use. At no point does this map represent accurate survey quality for legal purposes. For discussion purposes only.



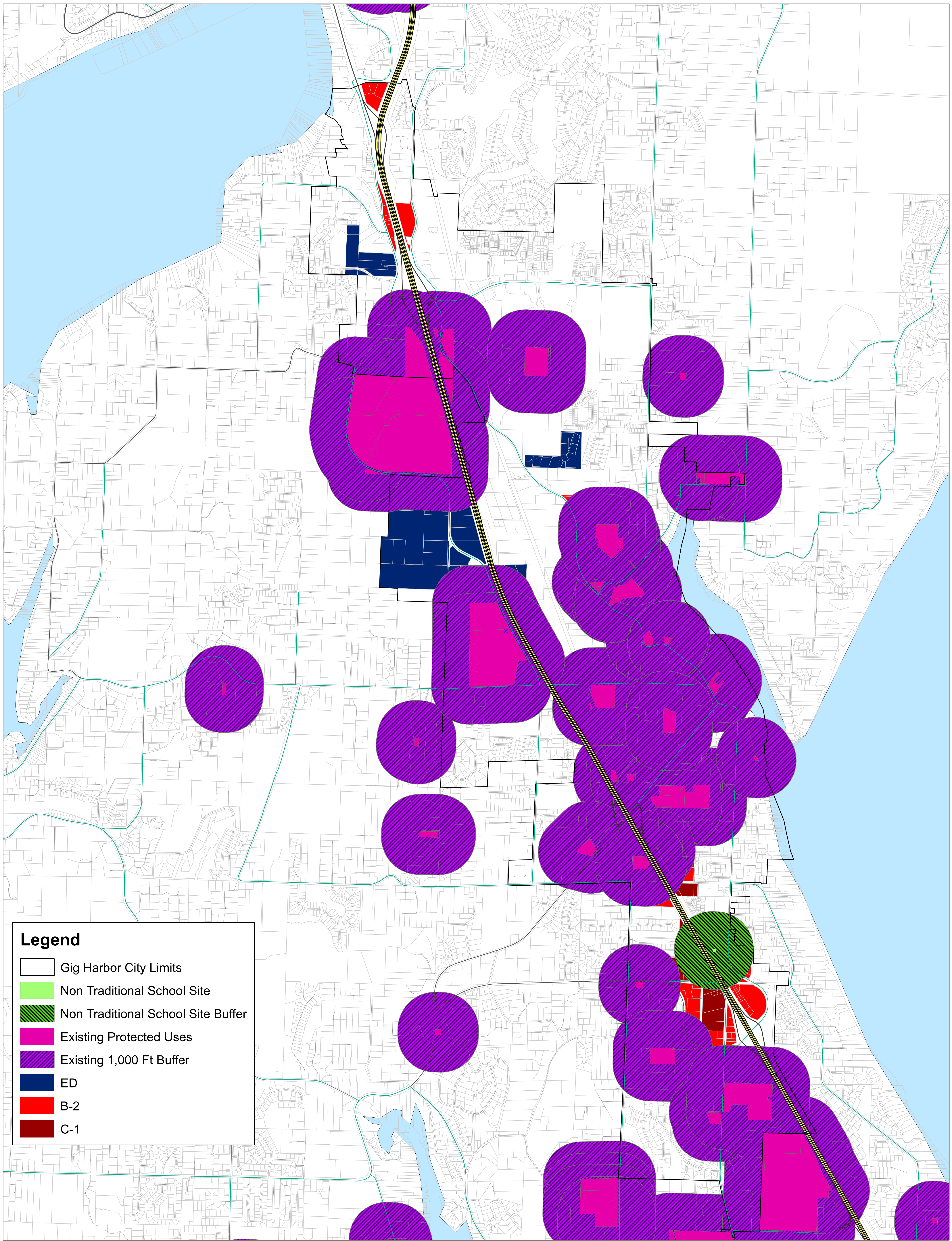
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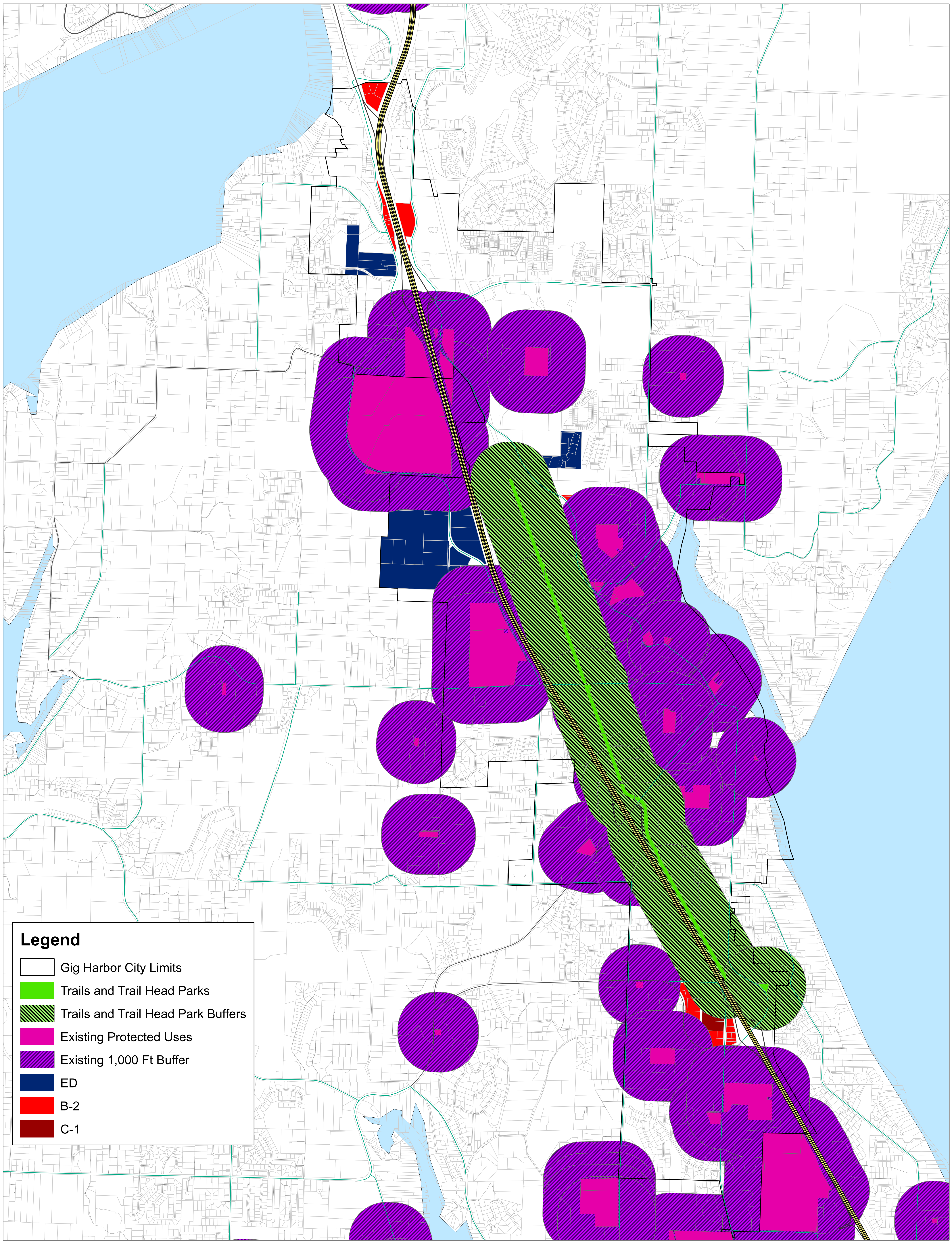


Legend

- Gig Harbor City Limits
- Non Traditional School Site
- Non Traditional School Site Buffer
- Existing Protected Uses
- Existing 1,000 Ft Buffer
- ED
- B-2
- C-1

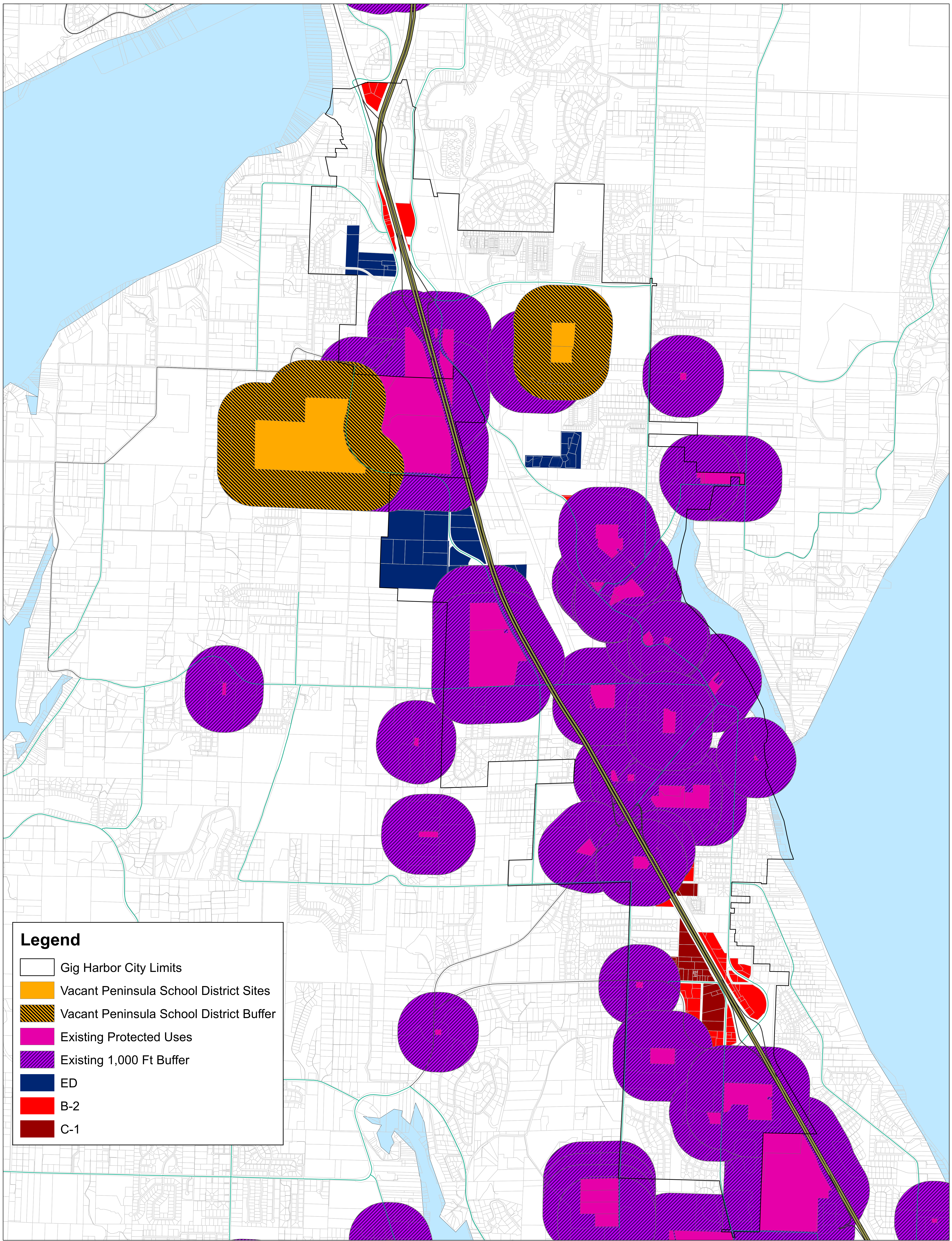
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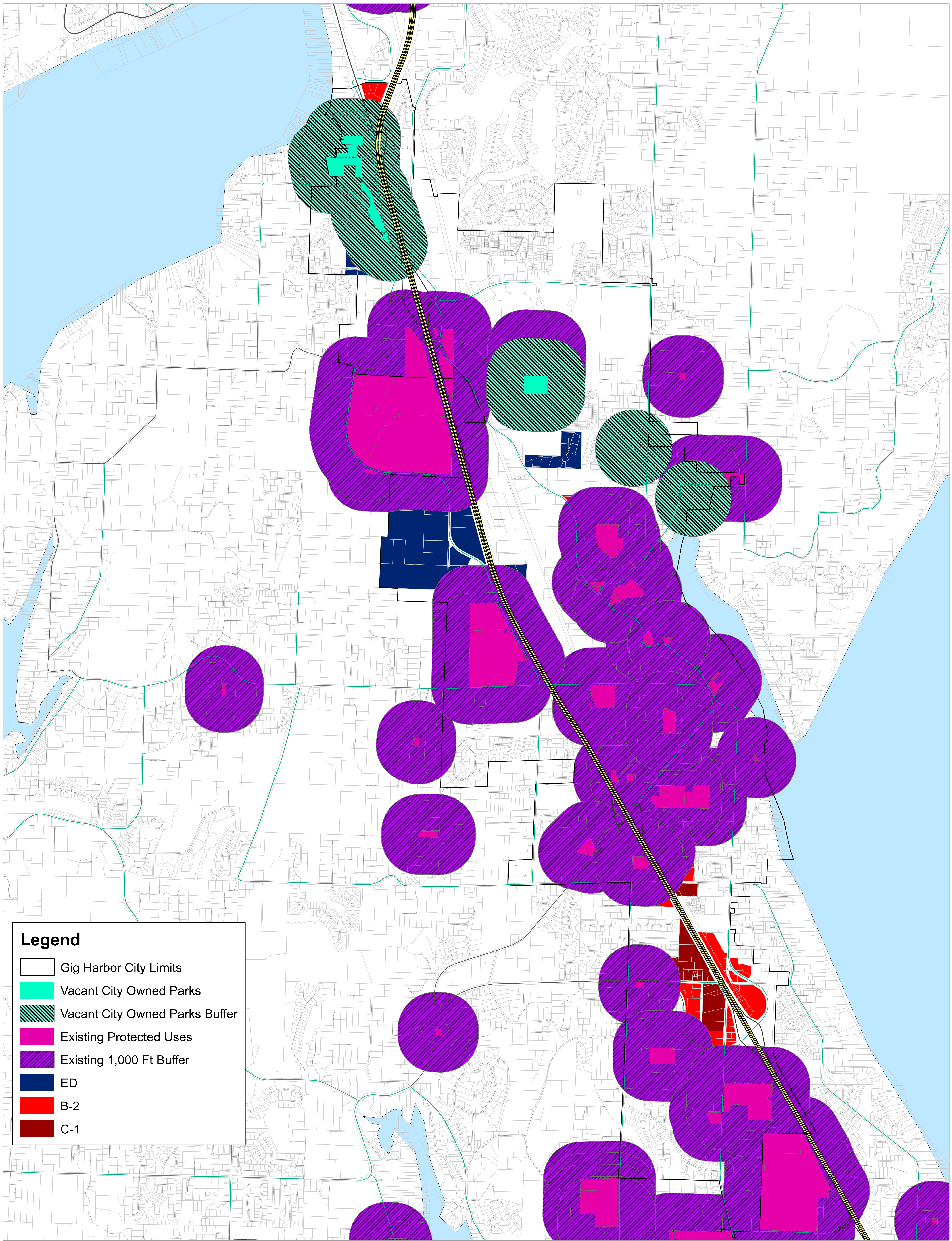


Legend


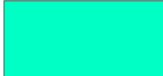






- Gig Harbor City Limits
- Vacant Peninsula School District Sites
- Vacant Peninsula School District Buffer
- Existing Protected Uses
- Existing 1,000 Ft Buffer
- ED
- B-2
- C-1

Printed on August 11, 2014
MARIJUANA RELATED USES
SENSITIVE USES AND PROXIMITY TO ALLOWED ZONES

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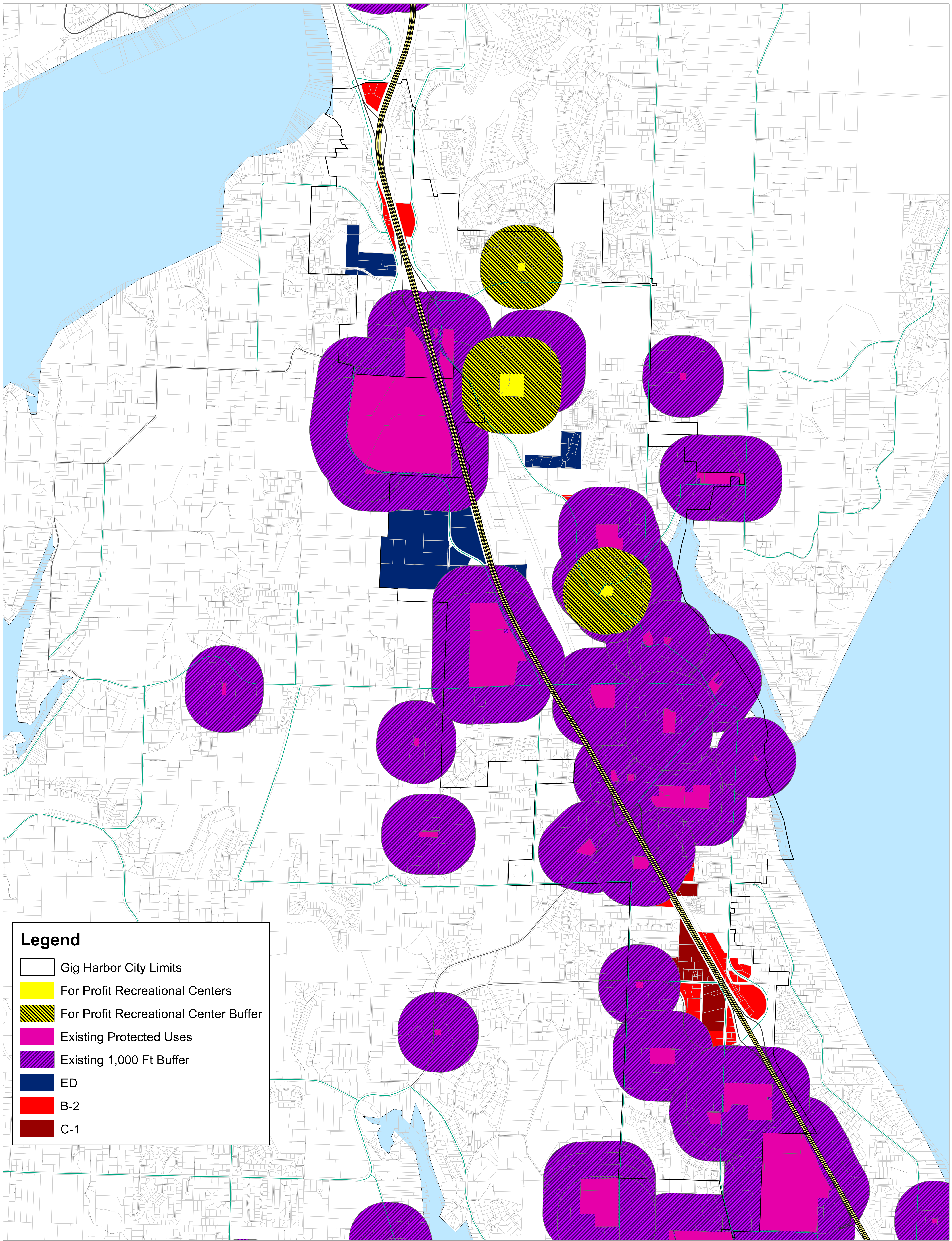


Legend

-  Gig Harbor City Limits
-  Vacant City Owned Parks
-  Vacant City Owned Parks Buffer
-  Existing Protected Uses
-  Existing 1,000 Ft Buffer
-  ED
-  B-2
-  C-1

Printed on August 11, 2014
MARIJUANA RELATED USES
SENSITIVE USES AND PROXIMITY TO ALLOWED ZONES

Disclaimer: This map may change due to changes in land use. At no point does this map represent accurate survey quality for legal purposes. For discussion purposes only.



Legend

- Gig Harbor City Limits
- For Profit Recreational Centers
- For Profit Recreational Center Buffer
- Existing Protected Uses
- Existing 1,000 Ft Buffer
- ED
- B-2
- C-1

Printed on August 11, 2014
MARIJUANA RELATED USES
SENSITIVE USES AND PROXIMITY TO ALLOWED ZONES

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

Subject: Grandview Forest Park Tree Evaluation – Consultant Services Contract

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Thundering Oak Enterprises in an amount not to exceed One Thousand Two Hundred Sixty Dollars and Zero Cents (\$1,260.00).

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: August 11, 2014

Exhibits: Consultant Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	<u>SL 8/5/14</u>
Approved by City Administrator:	<u>RW 8/4/14</u>
Approved as to form by City Atty:	via email 7-31-14
Approved by Finance Director:	<u>DP 8/5/14</u>
Approved by Public Works Dir.:	<u>ADA 7/31/14</u>
Approved by City Engineer:	<u>N/A</u>

Expenditure Required	\$1,260.00	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A significant amount of trees in Grandview Forest Park have suspected presence of laminated root disease. Laminated root rot is a very aggressive fungus that occurs naturally in many coniferous forests in this part of the Northwest. It attacks Douglas firs, grand firs and hemlocks. It is a naturally occurring pathogen that attacks trees at their base and compromises its root system.

This contract provides for a certified arborist firm, selected from the City’s Consultant Services Roster, to inventory the evergreen trees in the park, evaluate the extent of the suspected infection and make recommendations for a management strategy of the diseased trees.

FISCAL CONSIDERATION

Funding for this evaluation is provided from the Parks operating professional services fund to cover this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Thundering Oak Enterprises in an amount not to exceed One Thousand Two Hundred Sixty Dollars and Zero Cents (\$1,260.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
THUNDERING OAK ENTERPRISES**

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

RECITALS

WHEREAS, the City is presently engaged in the **Grandview Forest Park Tree Evaluation** and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Thousand Two Hundred Sixty Dollars and Zero Cents (\$1,260.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit 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 17 herein.

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

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by [insert completion date]; 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 per project aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

THUNDERING OAK ENTERPRISES
ATTN: Bryce Landrud
P.O. Box 1847
Auburn, WA 98071
(253) 288-8733

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



P.O. Box 1847
AUBURN, WA 98071-1847
OFFICE 253-288-TREE (8733)
FAX: 253.939.5126
WWW.THUNDERINGOAK.COM

July 30, 2014

City of Gig Harbor
Consulting Contract – Scope of Services

Grandview Forest Park

8.6 acre woodland forest with suspected laminated root disease presence.

- Tag all evergreen trees with numbered tag.
- Create spreadsheet detailing size, condition and recommendations for each tree.
- Perform random root excavations at suspected infection sites.
- Document apparent and suspected size of root disease ‘pockets’ and plan of action to monitor or limit spread.
- Prepare report with sketch map of forest, infection zones and suspect trees.
- A priority listing of trees within the proposed spreadsheet.
- Show the priority listing of the trees on the proposed sketch.

Expect site visit, tree tagging, root excavation and evaluation to last 6-10 hours.
Expect report preparation and photo documentation (powerpoint) to take 2-4 hours.

All hours billed at \$90.00 per hour.

Respectfully submitted,

Bryce Landrud
Thundering Oak Enterprises, Inc.
I.S.A. Certified Arborist #PN0232



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

Subject: Resolution 971 – Canterwood Sewer Utility Extension Agreement.

Proposed Council Action: Move to approve Resolution 971 for a sewer Utility Extension Agreement with The Canterwood Development Company.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm,
Public Works Director

For Agenda of: August 11, 2014

Exhibits: Resolution and Utility Extension Agreement

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: RW 8/7/14
Approved as to form by City Atty: via email 8/7/14
Approved by Finance Director: N/A
Approved by Department Head: AD 8/7/14

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

RCW 35.67.310 and RCW 35.92.200 authorize the City to provide water and sewer utility services to property beyond the City limits. In March 2012 the City Council approved Ordinance No. 1235 that reinstated the City's ability to allow the extension of water and sewer utilities to properties within the Urban Growth Areas of the City without the requirement to first annex. Ordinance No. 1235 provided conditions in Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) for connection to such utility services.

The Canterwood Development Company (Canterwood) has requested an extension of the City's sewer collection system beyond the city limits to serve a total of 11 connections in one Canterwood residential plat (Division 11 – Phase 4). The proposed utility extension agreement is in response to Canterwood's request.

FISCAL CONSIDERATION

The proposed utility extension agreement requires Canterwood to pay all costs for designing and constructing any necessary extension of the City's sewer collection system.

Additionally, as prescribed by Chapter 13.32 GHMC, all general facilities charges and monthly services charges for sewer services outside the city limits shall be charged at 1.5 times the in-city rates.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to approve Resolution 971 for a sewer Utility Extension Agreement with The Canterwood Development Company.

RESOLUTION NO. 971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE EXTENSION OF SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE SEPARATE UTILITY EXTENSION AGREEMENT WITH THE CANTERWOOD DEVELOPMENT COMPANY PROVIDING FOR ELEVEN (11) EQUIVALENT RESIDENTIAL UNITS (ERUs) OF SEWER SERVICE IN PIERCE COUNTY, WASHINGTON.

WHEREAS, The Canterwood Development Company has requested an extension of the City of Gig Harbor's sewer utility system totaling eleven (11) ERUs of gravity sanitary sewer service for single-family residences; and

WHEREAS, RCW 35.67.310 and RCW 35.92.200 authorize the City to provide water and sewer utility services to property beyond the City limits; and

WHEREAS, Section 13.34.030 of the Gig Harbor Municipal Code (GHMC) requires the property owner seeking a utility extension to enter into a utility extension agreement with the City as a condition of a utility extension; and

WHEREAS, on August 11, 2014, the Gig Harbor City Council held a public hearing on The Canterwood Development Company's requested utility extension agreement;

NOW, THEREFORE,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Utility Extension Agreement attached hereto as Exhibits A, with the owner, The Canterwood Development Company.

Section 2. The City Council hereby directs the City Clerk to record the Utility Extension Agreement against the Property legally described in Exhibit A of the Utility

Extension Agreement, at the cost of the applicant.

PASSED by the City Council this 11th day of August 2014.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 08/07/14
PASSED BY THE CITY COUNCIL: 08/11/14
RESOLUTION NO. 971

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

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

The Canterwood Development Company

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

City of Gig Harbor

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

Section 25 Township 22 Range 01 Quarter 14 Tract G, Canterwood Division Eleven,
Phase 3

Assessor's Property Tax Parcel or Account Number: 3001210120

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

**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into this 6th day of August, 2014, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and The Canterwood Development Company, a Washington State Corporation (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City sewer utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

WHEREAS, on August 11, 2014, the City Council held a public hearing on this Utility Extension Capacity Agreement; NOW, THEREFORE,

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

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from an existing 15' utility easement (AFN 200812110110) that connects to Baker Way.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system 13 single family units for a total of 11 new ERU's plus 2 existing prepaid ERU's ; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to

reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City the sum of \$21,136.50, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment payment for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the sewer general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but not limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. Record drawings in a form acceptable to the City Engineer;

B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;

C. A bill of sale in a form approved by the City Attorney; and

D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Engineer, ensuring that the facilities will remain free from defects in

workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is

not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to sewer and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable sewerage standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Canterwood Division 11, Phase 4 (re-plat of Tract G of Phase 3)

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

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

TO THE OWNER:

The Canterwood Development Company
4026 Canterwood Dr. NW STE B
Gig Harbor WA 98332-8846

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this 6th day of August, 2014.

OWNER:

CITY OF GIG HARBOR

By: [Signature]
Its President
(Owner, President, Managing Member)

By: _____
Its Mayor

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Parcel Number 3001210120

Section 25 Township 22 Range 01 Quarter 14 Plat CANTERWOOD DIV 11 PH 3 TR G
(from Fidelity Title Report #611072197)

Tract G, Canterwood Division Eleven, Phase 3, as recorded June 18, 2010 under recording No. 201006185002, records of Pierce County, Washington. Situate in the County of Pierce, State of Washington, Abbreviated Legal: Tract G, Canterwood Division Eleven, Phase 3

EXHIBIT B PROPERTY LOCATION MAP

