

City Council Meeting

**June 22, 2015
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
June 22, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes June 8, 2015.
2. Liquor License Action: a) Renewals: The Keeping Room, Hunan Garden Restaurant, Kinza Teriyaki, Spiro's Bella Notte, Applebee's Neighborhood Grill, and Forza Coffee Company; b)
3. Heron's Key Project Facilitation Services Contract Amendment No. 1.
4. Second Reading of Ordinance No. 1315 – City Participation in State LOCAL Borrowing Program.
5. Second Reading of Ordinance No. 1316 – Food Trucks.
6. City Marketing Services Contract with Harbor WildWatch.
7. Approval of Payment of Bills: Checks #78590 through #78694 in the amount of \$671,766.22.

PRESENTATIONS: Recognition of Planning Commissioner, Jim Pasin.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1317 – Fireworks.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Mid-Biennial Budget Amendments.
2. Public Hearing and First Reading of Ordinance – Utility Rates and GFC Charges.
3. Dry Sewer Policy in the Urban Growth Area.
4. Public Hearing and Resolution No. 998 - Sewer Utility Extension Agreement for Forest Lawn Plat.
5. Public Hearing and Resolution No. 999 - Sewer Basin No. 8/10 Amendment.
6. Public Hearing and Resolution No. 1000 – Sewer Basin No. 10/11 Amendment.
7. Proposal for Use of the Eddon Boatyard House.

CITY ADMINISTRATOR / STAFF REPORT:

1. Pierce County Comprehensive Plan Amendments – Planning Director Jennifer Kester.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed on Friday July 3rd in observance in Independence Day.
2. Planning/Building Committee: Mon. Jul 6th at 5:30 p.m.
3. Public Works Committee: Mon. Jul 13th at 4:00 p.m.

ADJOURN:

GIG HARBOR CITY COUNCIL
June 8, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 26, 2015.
2. Liquor License Action: a) Application – Ikonos Real Greek Souvlaki; b) Special Occasion Liquor License: The Homestead Community.
3. Receive and File: a) Intergovernmental Affairs Committee May 26, 2015 Minutes;
4. Adoption of Fire Protection System Impairment Program.
5. Resolution No. 993 - Harbor Hill S7 - Final Plat and PRD Approval.
6. Resolution No. 994 - Surplus Equipment I.T.
7. Resolution No. 995 – Emergency Traffic Signal Pole Replacement Hunt/Wollochet.
8. Maritime Pier Ground Water Monitoring – Consultant Services Contract / Robinson Noble, Inc.
9. Interlocal Agreement for Housing of Inmates.
10. Stinson Avenue Asbestos Cement Watermain Replacement – Consultant Services Contract / Exeltech.
11. Stinson Avenue Roadway Improvements – Consultant Services Contract / Exeltech.
12. Approval of Payment of Bills: Checks #78484 through #78586 and checks #78588 through #78589 in the amount of \$401,984.27. (Check #78587 voided due to printer jam.)
13. Approval of Payroll for the month of May: Checks #7508 through #7526 and direct deposits in the amount of \$564,326.27.

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

PRESENTATIONS:

1. US Open Update. U.S. Open Awareness Committee Chair Al Abbott presented an overview of the committee members and the efforts that have taken place to promote Gig Harbor during this event in hopes that the results will continue for years to come.

Karen Scott, Tourism and Communications Director, described the medial relations campaign for this event and participation on the Pierce County's Destination Readiness Committee.

[Mr. Abbott](#) continued to share information on the new mobile application “Go Gig Harbor” that allows you to make golf reservations, view restaurant information, and other local services. The shuttle program allows you to make the necessary reservations for transportation to the event. Mr. Abbot passed out posters as a sign of appreciation for the city’s support in these efforts. Both he and Ms. Scott answered Council questions.

OLD BUSINESS: None.

NEW BUSINESS:

1. [Appointment to Design Review Board / Review of Appointment Process.](#) City Clerk Molly Towslee presented the background for the recommendation to appoint Nels Peterson to the Design Review Board. Councilmember Malich requested that this be moved from the Consent Agenda for further discussion.

[Councilmember Malich](#) explained his reasons for wanting to reexamine the way we advertise and interview for committee openings. He asked for clarification from staff for the need for expediency on this appointment.

[Planning Director Jennifer Kester responded.](#)

[Councilmember Kadzik asked for clarification on the process that was followed, and then suggested](#) that there are two separate issues. He recommended that we appoint now and discuss the process later. He offered a motion to appoint.

MOTION: Move to appoint Nels Peterson to the Design Review Board.
Kadzik/Perrow –

[Councilmember Malich further voiced his concern with the process.](#)

RESTATED MOTION: Move to appoint Nels Peterson to the Design Review Board.
Kadzik/Perrow – roll call vote:

Malich – no; Arbenz – yes; Perrow – yes; Lovrovich – yes; Kadzik – yes. Motion passed.

[Councilmembers continued to discuss the process.](#) It was agreed that there should be further discussion on the process to follow for future appointments.

2. [First Reading and Adoption of Ordinance No. 1314 - Harbor Hill S7 Rezone to PRD Zone.](#) Planning Director Jennifer Kester presented the background for this ordinance to amend the official City Zoning Map to reflect the approval of the Final Planned Residential Development for Harbor Hill Division S7. She answered questions.

MOTION: Move to adopt Ordinance No. 1314 as presented.
Arbenz / Perrow – unanimously approved.

[Planning Director Kester asked Mayor Guernsey](#) to introduce Nels Peterson, who was present in the audience. Mayor Guernsey explained to Mr. Peterson that the previous discussion was not a reflection of his qualifications to serve on the DRB, but the process. She welcomed him.

3. [First Reading of Ordinance – City Participation in State LOCAL Borrowing Program.](#)

Finance Director David Rodenbach presented this ordinance that would authorize the city to participate in the state's long-term borrowing program. The benefit of the pooling program is low issuance and interest rates. He addressed questions. This will return for adoption on the Consent Agenda at the next meeting.

4. [Public Hearing and First Reading of Ordinance – Food Trucks.](#)

Senior Planner Lindsey Sehmel presented this ordinance for permanent regulations to allow food trucks. She explained that the city has been operating on interim regulations for the past two years. She shared the Planning Commission's recommendations for standards.

[Mayor Guernsey opened the public hearing at 6:15 p.m.](#)

[Rick Gagliano](#), Planning Commission, offered to answer any questions.

[Ms. Sehmel and Jeff Langhelm addressed several Council questions.](#)

A suggestion was made to revisit this on a yearly basis to determine if there are any concerns with inequity or proliferation. Ms. Sehmel was directed to check with Councilmembers Ekberg and Payne and if there were no objections, to bring this back on the Consent Agenda at the next meeting.

[Mayor Guernsey officially closed the public hearing at 6:36 p.m.](#)

5. [Public Hearing and First Reading of Ordinance – Amendments to Chapter 8.20 -](#)

Fireworks. Building Official / Fire Marshal Paul Rice presented the background for this ordinance that would amend the days that fireworks discharge would be allowed. He explained that this came about as a result of the increase in the number of complaints over the past couple of years.

[Council asked questions and took turns expressing their views on the ordinance.](#)

[Mayor Guernsey opened the public hearing at 6:44 p.m.](#)

[Christy Fiero](#) 10117 124th Ave. Gig Harbor. - Ms. Fiero addressed the question of physical injuries. She explained that as a military family and someone who volunteers with the Wounded Warriors Program, that sometimes it's not always the physical injuries. Fireworks on the Fourth are American and we celebrate those who fought for that freedom. When this occurs on the first, second, fifth and sixth, these soldiers don't know to brace themselves, and waking up in the middle of the night with fireworks hitting your metal roof can be perceived as a threat. This can bring a lot of angst in the community when the celebrating occurs outside the Fourth.

[There were no further comments and the public closed at 6:46 p.m.](#)

Councilmember discussed several options before directing staff to bring back the ordinance at the next meeting with options to allow discharge of fireworks for four days, or only on the Fourth of July.

MOTION: Motion to approve the ordinance with the change to fireworks allowed to be discharged only on the Fourth of July.
Perrow / Kadzik –

There was continued discussion on whether the ordinance should be adopted tonight or to bring this back for a second reading with the proposed amendment. In order to allow the other Councilmembers to be able to weigh in, it was decided to withdraw the motion and bring back the ordinance with the option to reduce it to four days or to restrict it to just one day on the Fourth.

7. [Resolution No. 997 – Water Use Restrictions.](#) Public Works Director Jeff Langhelm presented statistics on what is happening with the city's water system currently compared to last year. There has been increase in gallons pumped which is placing a strain on the pumps and stressing the aquifers. He read a list of recommendations for voluntary water reduction measures within the city's water service area from now until November 1st.

[Mayor Guernsey further clarified](#) the need for this last minute addition to the agenda.

[Mr. Langhelm addressed questions.](#)

MOTION: Move to adopt Resolution No. 997 as presented.
Malich / Perrow - unanimously approved.

8. [Resolution No. 996 – Well No. 2 Emergency Well Rehabilitation.](#) Public Works Director Jeff Langhelm presented the background for this resolution that would allow an emergency rehabilitation of Well No. 2 due to an increased iron and manganese taste and odor. He answered Council questions regarding the options.

MOTION: Move to adopt Resolution No. 996 as presented.
Malich / Arbenz - unanimously approved.

CITY ADMINISTRATOR / STAFF REPORT:

1. [Waterfront Farmers Market Update.](#) City Administrator Ron Williams shared the success story of the ribbon cutting for the inaugural Waterfront Farmers Market.

Councilmember Perrow praised the event and the efforts that went into the formation of the new Farmers Market. Councilmember Malich said he was thankful that no trucks were parked on the grass.

2. [Grandview Forest Park Tree Removal Update.](#) Public Works Director Jeff Langhelm presented the schedule to do the work to remove trees in August and replant in November. The draft report will be e-mailed to Council at the end of the month. He addressed the question of coring the trees and the number to be removed.

3. [Gig Harbor 2030 – Comprehensive Plan Periodic Update.](#) Senior Planner Lindsey Sehmel explained that comments were received from Puget Sound Regional Council and the Departments of Commerce and Ecology. She gave an overview of comments regarding the funding and financing of capital transportation improvement projects. This will return on July 27th to allow time to draft responses to the comments. She asked if Council wanted a worksession to discuss the response to PSRC comments. Council agreed that they would

only need briefing at the council meeting. She addressed questions on a Transportation Benefit District financing option and population growth as it relates to the 2030 Goal.

PUBLIC COMMENT:

[Ryan Mosher – 3412 Wollochet Drive NW](#). Ms. Moser presented information on ocean pollution that result in the death of sea life. She explained that Seattle, Thurston County, and Bellingham have taken the steps to lower plastic bags in the ocean by banning their use. She respectfully requested that the city join this effort to ban the use of plastic bags at least along the waterfront. She presented signed petitions showing support from 28 waterfront businesses and 50 other community members and said she understands this will take thought and planning, but wanted to bring to our attention that there are people that care about our sea life; organizations such as Harbor Wildwatch. We should tackle this sooner than later, she said.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Weekend Activities Report](#). Mayor Jill Guernsey gave an overview of the city-involved activities over the past week including: the Farmers Market, the parade, the Lighthouse Dedication, Blessing of the Fleet, the car show, and the return of the trolley. She asked where else could you have a Senator, a Congressman, and the Arch Bishop come and visit our city and be totally amazed at the beauty. She recognized the city employees who participated in the success of these events, thanking them for their help. We have such an incredible community where everyone pitches in and should be proud of the events and how they were handled, she added.

[Councilmember Kadzik](#) added that he is impressed with proactive our staff is on issues and said that they deserve thanks from the Council.

[Councilmember](#) Malich announced that he had a great time at these recent events. He was one of the oarsmen for the Lighthouse Dedication. He then asked questions about the proliferation of rabbits in town and for an update on the Skansie Netshed lease.

[Mayor Guernsey reported](#) that we are meeting with the State and then issuing a Request for Proposals.

[Councilmember Kadzik](#) responded to why there are so many rabbits, is because rabbits are rabbits.

[Councilmember Perrow](#) said there has been an exponential growth of rabbits on Burnham Drive, which will lead to coyotes. He echoed comments about the recent events mentioning the salmon dinner at the netshed put on by Councilmember Lovrovich and the Fishermens Group, adding that he is glad to hear they have opportunity to apply for use of the Netshed. He then complimented Jeff Langhelm for protecting people on the Maritime Pier Float and for getting them out to the spit. Senator Cantwell said it was the highlight of her day to be able to row. He credited staff and the volunteers for the successful weekend events.

[Councilmember Lovrovich](#) said she participated in all events except the Lighthouse Dedication, and the overwhelming sentiment is what a great community we have. We couldn't

do without staff and all the volunteers. People had fun and were very appreciative of our community and what we do.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee: Mon. Jun 15th at 3:00 p.m.
2. Joint City Council / Parks Commission Worksession: Mon. Jun 15th at 5:30 p.m.

ADJOURN: Meeting adjourned at 7:50 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 06/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20150930

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|-------------------------------|--|----------------|---|
| 1. THE CAPTAIN'S MATE, INC. | THE KEEPING ROOM, CANDLES & WINE 7811 PIONEER WAY GIG HARBOR WA 98335 0000 | 086515 | BEER/WINE SPECIALTY SHOP |
| 2. PANDA INC. | HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000 | 076567 | SPIRITS/BR/WN REST SERVICE BAR |
| 3. JU, SUN WOO | KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000 | 077031 | BEER/WINE REST - BEER/WINE |
| 4. SPIRO'S BELLA NOTTE', INC. | SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000 | 363055 | SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE |
| 5. APPLE WASHINGTON LLC | APPLEBEES NEIGHBORHOOD GRILL & BAR 4827 POINT FOSDICK DR NW GIG HARBOR WA 98335 1710 | 410253 | SPIRITS/BR/WN REST LOUNGE + |
| 6. FORZA, LLC | FORZA COFFEE COMPANY 5275 OLYMPIC DR NW STE 101 GIG HARBOR WA 98335 2306 | 404390 | BEER/WINE REST - BEER/WINE |



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

Subject: Heron's Key Project Facilitation Services Contract Amendment #1 – Stalzer and Associates

Proposed Council Action: Authorize the Mayor to execute Contract Amendment #1 with Stalzer and Associates.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Planning Director *JK*

For Agenda of: June 22, 2015

Exhibit: Contract Amendment with exhibits

Initial &
Date

Concurred by Mayor:
Approved by City Administrator: *RW 6/17/15*
Approved as to form by City Atty: *email 6/15/15*
Approved by Finance Director:
Approved by Department Head: *JK 6/15/15*

| | | | | | |
|-----------------------------|---|------------------------|--------------------------|-------------------------------|------|
| Expenditure Required | 0 | Amount Budgeted | See Fiscal Consideration | Appropriation Required | \$ 0 |
|-----------------------------|---|------------------------|--------------------------|-------------------------------|------|

INFORMATION/BACKGROUND

In November 2014, the City and Stalzer and Associates entered into a contract to retain a project manager for the development of the Heron's Key Retirement Community. Bill Stalzer of Stalzer and Associates serves as the point of contact and provide project facilitation services such as tracking an overall project schedule and coordinating submittal materials.

The original contract is set to expire on July 15, 2015. Due to how the project has developed since November 2014, all parties, including Emerald Communities (the developer) agrees that an extension of services to September 30, 2015 is needed to finish the permitting.

FISCAL CONSIDERATION

This work was not anticipated in the 2015-2015 Biennial Budget; however, Emerald Communities has agreed to the contract and they will reimburse the City for this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Contract Amendment #1 with Stalzer and Associates.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STALZER AND ASSOCIATES**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated November 24, 2014 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Stalzer and Associates, a sole proprietorship, located and doing business at 603 Stewart Street, Suite 512, Seattle, Washington, 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the permitting process for the Heron's Key Project and desires to extend consultation services in connection with the project; and

WHEREAS, Section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to September 30, 2015.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

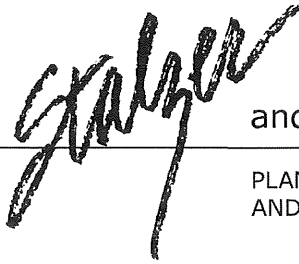
By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



and Associates

PLANNING, LAND USE
AND DEVELOPMENT SERVICES

Heron's Key Project Facilitation Services
Scope of Services
EXHIBIT A

As facilitator for the City of Gig Harbor on the Heron's Key project, Stalzer and Associates will provide the following land use services:

1. Working with city staff and the applicant, identify the various permits and land use decisions needed to implement the Heron's Key project.
2. Based on the information in item 1 above, prepare and regularly update a project schedule for submittals, staff reviews, applicant response, and approvals.
3. Work with the applicant and Olympic Property Group to provide a clear understanding of and coordination of the application and review process for each land use decision.
4. Facilitate the coordination of application materials and review responses by the applicant.
5. Facilitate a coordinated review process by city staff to ensure timely and efficient reviews, including meetings with city staff on a regular basis.
6. Serve as a point of contact with the applicant regarding project schedule, project issues, the status of applications and related matters.
7. Meet with the applicant and Olympic Property Group as needed.
8. Facilitate predictable and clear communication between the applicant and city staff.
9. Provide facilitation assistance as needed to ensure timely resolution of issues that arise during project reviews.
10. Attend public meetings and hearings related to the project as needed.
11. Conduct site visits as necessary.
12. Prepare brief bi-weekly status reports to the Planning Director.

The City will provide Stalzer and Associates with copies of information related to city codes, land use permit/approval application requirements, staff review comments/reports, and city land use recommendations and decisions relevant to the various applications, including SEPA, design review board recommendations/decisions, and decisions by the hearing examiner, planning commission and city council.

Services will be provided on a time and expense basis in accordance with the Schedule of Standard Fees and Reimbursable Expenses in Exhibit B. Bill Stalzer will provide facilitation services with assistance from contracted staff as needed.

The anticipated level of effort is:

Time to Complete: September, 30, 2015

Estimated Total Hours: 300

Based on the anticipated level of effort and the Schedule of Fees and Reimbursable Expenses in Exhibit B, the contract amount is:

Fee Budget: \$39,000

Expense Budget: \$1,800

Estimated Total Budget: \$40,800



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

Subject: Second reading of ordinance authorizing city participation in the Local Option Capital Asset Lending Program (LOCAL)

Proposed Council Action:
Adopt the ordinance authorizing execution of the financing contract

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: June 22, 2014

Exhibits: Ordinance and attachments

Initial & Date

Concurred by Mayor:

Approved by City Administrator

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

Approved by Finance Director:

JGR-11-15
R-W 6/19/15
6/10/14

| Expenditure Required | Amount Budgeted | 0 | Appropriation Required | See below |
|----------------------|-----------------|---|------------------------|-----------|
| See below | | | | |

INFORMATION / BACKGROUND

The LOCAL program is an expanded version of the successful state agency lease/purchase program and is managed by the State Treasurer. The major benefits of LOCAL are (1) simplicity and (2) low cost financing. The city will benefit from the current program credit rating of Moody's **Aa2** and low issuance fees and expenses.

The latest notes issued under this program were March 24, 2015 with an interest rate of 1.36%.

FISCAL CONSIDERATION

The 2015 budget includes 2 pickup trucks, a boat, a lawnmower and a track hoe for Public Works; and 4 police vehicles. Most of the vehicles have been purchased and are in and being used.

The total cost for the fully equipped vehicles is expected to be around \$316,000. The bond funding provided through participation in the State Treasurer LOCAL program will reimburse the city for the funds expended to purchase and equip these vehicles.

The funds will be available sometime in mid-August and the first payment will be due December 1. Total annual debt service (principal plus interest) will be about \$70,000 per year with final payoff in 2020.

RECOMMENDATION / MOTION

Adopt the ordinance Authorizing city participation in the Local Option Capital Asset Lending Program.

ORDINANCE NO. 1315

AUTHORIZATION FOR THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING CONTRACT AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY.

WHEREAS, the City of GIG HARBOR (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the “NOI”), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto (“Property”); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the “Local Agency Financing Contract”), in an amount not to exceed \$316,000, plus related financing costs, in order to acquire the property and finance the acquisition of the property;

WHEREAS, the Local Agency will undertake to acquire or to reimburse itself for the acquisition of the property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individual set forth in Annex 3 as the representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (the “Authorized Agency Representative”);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN; as follows:

Section 1. The individual holding the office or position set forth in Annex 3 is hereby appointed as representative of the Local Agency in connection with the acquisition of or reimbursement for the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. One Authorized Agency Representative shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representative is hereby

authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$316,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representative for the acquisition of or the reimbursement for the acquisition of the Property and financing of the acquisition of the property.

Section 3. The Local Agency hereby authorizes the acquisition of or the reimbursement for the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representative is hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 22nd day of June, 2015.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

FILED WITH THE CITY CLERK: 06/02/15
PASSED BY THE CITY COUNCIL: 06/22/15
PUBLISHED: 07/01/15
EFFECTIVE DATE: 07/06/15
ORDINANCE NO: 1315

CERTIFICATE OF AUTHORIZING ORDINANCE

I, the undersigned, Clerk of the City of Gig Harbor (the "Local Agency"), DO
HEREBY CERTIFY:

1. That the attached Ordinance No. _____ (herein called the "Ordinance") is a true and correct copy of a Ordinance of the Local Agency passed at a regular meeting of the City Council held on the ____ day of _____, 2015, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this ____ day of _____, 2015.

City Clerk

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one): Already have financing documents

MS Word 6.0 by e-mail

3.5" disk – Word 97 by U.S. mail

Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Purchase six vehicles, a boat, a track hoe, and a Z-Trak lawnmower

Total cost: \$316,000 Maximum amount to finance: \$316,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2015

Purpose of property (Please be specific and include dept. of use): Provide city services – Police and Public Works

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date) _ _

If **equipment**, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 7,985 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes No Is the local government a party to significant litigation?

Yes No Is this a reimbursement? If yes, date funds spent: Jan. – June 2015


We are not required to submit the Credit Form because _ _

Has local government received a bond rating in the last two years? Yes No Bond rating(s): _ _
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: May 12, 2015

Transaction No. _____

LOCAL AGENCY FINANCING CONTRACT, SERIES 20__
(Equipment)

This Local Agency Financing Contract, Series 20__ (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the **City of Gig Harbor**, a **City** of the State (the "Local Agency").

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 20__, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 20__ Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON
OFFICE OF THE STATE TREASURER

City of Gig Harbor
as Local Agency

By _____
Designated Treasurer Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one): Already have financing documents

MS Word 6.0 by e-mail

3.5" disk – Word 97 by U.S. mail

Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Purchase six vehicles, a boat, a track hoe, and a Z-Trak lawnmower

Total cost: \$316,000 Maximum amount to finance: \$316,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2015

Purpose of property (Please be specific and include dept. of use): Provide city services – Police and Public Works

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date) _ _

If **equipment**, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 7,985 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes No Is the local government a party to significant litigation?

Yes No Is this a reimbursement? If yes, date funds spent: Jan. – June 2015


We are not required to submit the Credit Form because _ _

Has local government received a bond rating in the last two years? Yes No Bond rating(s): _ _
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: May 12, 2015

Personal Property Certificate

| | |
|-----------------------|--------------------------------|
| Name of Local Agency: | City of Gig Harbor |
| Address: | 3510 Grandview Street |
| | Gig Harbor, WA 98335-51 |

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned **David Rodenbach** does hereby certify, that he is an Authorized Agency Representative of the **City of Gig Harbor** (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: _____ Name of Vendor: _____
 _____ Address: _____

Serial No.: _____

Tag No.: _____

Location of Property _____
 Acquired: _____

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to: Vendor City County Treasurer Other
 Entity Name: City of Gig Harbor
 Disbursement Amount: \$ 316,000
 Method of Payment: ACH Wire Check
 ACH/Wire Instructions: _____

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

 Authorized Agency Representative
 Date: _____

Countersigned and
 Approved for Payment: _____
 Designated State Treasurer Representative
 Date: _____

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. _____, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ David Rodenbach, Finance Director
(signature)

Dated this ____ day of _____, 2015.

Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2015.

By: _____
NOTARY PUBLIC in and for the
State of Washington, residing at:

Printed Name: _____

My Commission Expires: _____

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. _____, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ David Rodenbach, Finance Director
(signature)

Dated this ____ day of _____, 2015.

Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2015.

By: _____
NOTARY PUBLIC in and for the
State of Washington, residing at:

Printed Name: _____

My Commission Expires: _____



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

Subject: 2nd reading of Ordinance No. 1316 allowing Food Trucks to operate within the City.

Proposed Council Action:
2nd reading and adoption of Ordinance No. 1316.

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel, AICP
Senior Planner LNS

For Agenda of: June 22, 2015

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: JB 6-15-15
Approved by City Administrator: Ron W 6/15/15
Approved as to form by City Atty: email 6/15/15
Approved by Finance Director: N/A
Approved by Department Head: JK 6/15/15

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

INFORMATION / BACKGROUND

Ordinance No. 1295 established interim regulations pertaining to the operation of Food Trucks within the City of Gig Harbor, allowing an opportunity to see how they would function and the services they provide. A work plan was established under Ordinance No. 1295 requiring the City's Planning Commission to review the interim regulations and make a recommendation for permanent regulations to the City Council, for consideration at their first regularly scheduled meeting in June of 2015.

A public hearing was held on June 8, 2015. No verbal testimony was submitted. One written comment was provided.

STAFF ANALYSIS

The proposed ordinance provides flexibility and zoning standards that ensure compliance with health, safety, and welfare of the residents and limits impacts to the City's infrastructure. The proposal creates an application process under the Special Use Permit chapter of the Gig Harbor Municipal Code (GHMC). Furthermore, it establishes an annual review process to ensure food truck operators are continuously meeting the zoning standards.

BOARD OR COMMITTEE RECOMMENDATION

Planning Commission discussed the issue over two work study sessions and one public hearing. The draft ordinance is in accordance with their final recommendation.

RECOMMENDATION / MOTION

2nd reading and adoption of Ordinance No. 1316.

ORDINANCE NO. 1316

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING ZONING REGULATIONS RELATING TO FOOD TRUCKS TO ALLOW THE USE OF FOOD TRUCKS WITHIN THE CITY OF GIG HARBOR AS OUTLINED IN THIS ORDINANCE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, food trucks are currently not allowed outside of special use permits and special event permits for public functions; and

WHEREAS, in the past, business owners have expressed a desire to expand dining options by allowing mobile food truck uses within specified zones; and

WHEREAS, the citizens of Gig Harbor have expressed a desire for more dining establishments in the City; and

WHEREAS, City Council approved Ordinance No. 1262 on May 28, 2013 allowing for a 12 month interim use of food trucks within the City and extending it with Ordinance No. 1295; and

WHEREAS, under Ordinance No. 1295 a work program was established for the Planning Commission to make a recommendation to City Council regarding permanent regulations for food trucks; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the same proposal on May 1, 2013; and

WHEREAS, the Gig Harbor City Council considered the ordinance at first reading and public hearing on June 8, 2015; and

WHEREAS, on June 22, 2015, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

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

Section 2. Purpose. The purpose of this zoning ordinance is to enact minimum regulations for food trucks, which is a subset of fast food restaurants that provides an alternative to traditional sit-down restaurants and by its mobile nature can respond to dynamic and spontaneous consumer demand. The operational nature of a mobile food

truck warrants permitting procedures and standards tailored to the transient nature of this use.

Section 3. Section 17.04.366 of the Gig Harbor Municipal Code is hereby added, to read as follows:

17.04.366 Food Truck

“Food Truck” means a vehicle or trailer located on private property from which a vendor prepares and/or serves food for sale to the general public.

Section 4. Section 17.40.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

| Uses | PI | R-1 | RLD | R-2 | RMD | R-3 | RB-1 | RB-2 | DB | B-1 | B-2 | C-1 ¹⁹ | PCD-C | ED ¹⁸ | WR | WMI | WC | PCD-BP | PCD-NB | MUD ²⁴ |
|-------------------------------------|----|-----|-----|-----|-----|-----|------|------|----|-----|-----|-------------------|-------|------------------|----|-----------------|----|-----------------|--------|-------------------|
| Restaurant 3 | - | - | - | - | - | - | - | - | P | - | P | P | P | C ²² | - | C ²⁹ | P | C ²³ | P | P |
| <u>Food Truck</u> ³⁰ | :: | :: | :: | :: | :: | :: | :: | P | P | :: | P | P | P | P | :: | :: | P | P | P | P |
| Tavern | - | - | - | - | - | - | - | - | C | - | P | P | P | - | - | - | P | - | - | - |

³⁰ Food Truck permits shall be processed with a special use permit, per GHMC 17.65.

Section 5. Section 17.65.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.65.010 Purpose and intent.

A special use permit is a mechanism by which the city may permit a use to locate within the city on an interim basis for specified periods of time. Because of the limited time allowance special uses can be compatible with, or have limited impacts to, neighboring properties and the general community. This chapter is intended to provide flexibility to accommodate these temporary or transient uses. Due to the transient nature of food trucks, permitting procedures and standards tailored to this unique use are enacted to provide minimum zoning regulations.

Section 6. Subsection 17.65.020(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.65.020 Criteria for a complete application.

A special use permit is a Type I permit application and shall be subject to the following review procedures and requirements: Complete application requirements for food trucks are provided for in GHMC 17.65.080.

* * *

Section 7. Section 17.65.080 of the Gig Harbor Municipal Code is hereby added, to read as follows:

17.65.080 Special requirements and regulations for Food Trucks

Food truck special use permits are a type I permit application and shall be subject to the following review procedures and requirements:

A. General Regulations

1. Food Trucks are allowed in the following zones: RB-2, DB, B-2, C-1, PCD-C, PCD-BP, PCD-NB, MUD, ED, and WC.
2. There is no limitation on the number of days of operation.
3. Food truck permits require an annual review to determine if the food truck complies with the regulations of this chapter in effect at the time of annual review. Annual review applications shall be submitted by the first working day of December each year.
4. Food trucks shall be fully operational and legally licensed vehicles or trailers.
5. Food truck approvals are non-transferable to any person or entity of any kind.
6. Proposed sites shall show conformance with GHMC 17.72 at time of application.

B. Food truck complete application requirements:

1. Signed and dated application form for a special use permit;
2. A written statement addressing the criteria for approval as set forth in GHMC 17.65.080(D);
3. A site plan showing the proposed location(s) of the requested use, and any existing development on the site. The site plan shall indicate locations of any proposed temporary structures and include a circulation plan showing all access points for the site, all driveways, streets or roads and parking areas;
4. Location of common eating area, if any;
5. Signed agreement from property owner(s) for use of site and parking;
6. A disposal plan for grease, sanitary sewer, and wastewater;
7. An agreement or plan for restroom and hand washing needs.

C. Performance Standards and Operational Requirements.

1. Parking and Vehicular Circulation: A food truck cannot block any designated travel or fire lane(s) within a parking lot and cannot occupy any parking space that is required for a use on the same site without a shared parking agreement from the property owner.
2. No drive-through: No food truck may provide or serve as a drive-through facility.
3. Signs: Business identification and promotional signs and graphics wholly applied to the surfaces of a food truck vehicle are exempt from a sign permit and not regulated in number or total area; all additional signage shall conform to the standards outlined in chapter 17.80 GHMC.
4. Refuse: A secured trash container of at least 30 gallon capacity shall be provided for business customer use at the location of the vendor and the vendor shall clean the area surrounding their use and remove the refuse container and its contents at the end of each business day.
5. State and County requirements: All applicants shall meet state and county standards related to, but not limited to: food preparation, licensing, health and safety standards.

D. Criteria for Approval. The director shall approve applications for Food Trucks only if all the following criteria are met:

1. That the granting of the special use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located, and can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
2. That the site is of sufficient size to accommodate the proposed use;
3. The application is compliant with all relevant statutory codes, regulations and ordinances.

E. Revocation. Upon review by the director, a food truck permit may be revoked for one of more of the following reasons:

1. That the approval was obtained by fraud or that erroneous information was provided by the applicant;
2. That use is being exercised in violation of any statute, ordinance, law or regulation.

Section 8. Subsection 17.65.100(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.65.100 Exemptions.

The following activities or uses are exempt from the requirement of a special use permit, but other permits or approvals may be required:

- A. Annual Christmas tree and fireworks sales;
- B. Community wide events such as annual art fairs and street fairs operating under a special event license;
- C. Events approved at a city park or facility. (Ord. 953 § 8, 2004; Ord. 708 § 1, 1996).
- D. Food trucks permitted through a special event license.

Section 9. Amendment to Fee Schedule. Amend Exhibit A of Resolution 983 under Section A(19) to include “Food Truck – Initial Application” for a fee of \$120.00 and “Food Truck – Annual Review” for a fee of 75% of cost of initial application; and to remove “Food Trucks” from section A(5)(b).

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

Section 11. 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 12. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 22nd day of June, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/03/15
PASSED BY THE CITY COUNCIL: 06/22/15
PUBLISHED: 07/01/15
EFFECTIVE DATE: 07/06/15
ORDINANCE NO. 1316



Business of the City Council
City of Gig Harbor, WA

Subject: Gig Harbor Marketing Contract
2015

Proposed Council Action: Approve and authorize the Mayor to execute a contract with Harbor WildWatch for marketing services in an amount not to exceed \$2,000.

Dept. Origin: Administration - Tourism & Communications Office

Prepared by: Karen Scott

For Agenda of: June 22nd, 2015

Exhibits:
Contract

Initial & Date

Concurred by Mayor: JB 6-16-15

Approved as to form by City Atty: OK by email 6/16/15

Approved by Finance Director: SP 6/16

Approved by Department Head: KL 6/16/15

Approved by City Administrator: Jo-W 6/16/15

| | | |
|---------------------|---------------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$2,000.00 | Budgeted \$2,000.00 | Required \$0 |

INFORMATION / BACKGROUND

As outlined in the 2015 Narrative of Objectives Marketing Fund (Objective Seven), the Tourism & Communications office budgeted for marketing services at the Skansie Visitor Information Center. This contract will provide greater coverage for the City of Gig Harbor tourism office, to include coverage and support during all open hours at the VIC.

FISCAL CONSIDERATION

These dollars have been approved in the 2015 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$2,000.00.

BOARD OR COMMITTEE RECOMMENDATION

The Lodging Tax Advisory Committee recommends approval of the contract for marketing services.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Agreement to support Harbor WildWatch in the amount of \$2,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Harbor WildWatch**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Harbor WildWatch, a non-profit organization (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the marketing of visitor services which are heightened during the summer season 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 two thousand dollars (\$2,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall deliver a single and 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 September 30, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. **Indemnification.**

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

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

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Resolution of Disputes and Governing Law.**

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

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

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

CONSULTANT:
ATTN: Lindsey Johnson
Harbor WildWatch

City of Gig Harbor
ATTN: Karen Scott
City of Gig Harbor

3110 Judson Street, PMB 99
Gig Harbor, WA 98335
(253) 514-0187

3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 15
day of June, 2015.

CONSULTANT

CITY OF GIG HARBOR

By: Lindsay Johnson
Its: Executive Director

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

SCOPE OF SERVICES

Harbor WildWatch will assist in calendar scheduling to ensure volunteers are available for providing visitors with information on shops, dining, events and lodging offered in Gig Harbor by way of Harbor Wildwatch weekend staff member. This person will serve as manager for center during weekend hours. These duties include:

Serve as Welcome Ambassador for Boaters: provide welcoming 'meet and greet' to visiting boaters on dock periodically throughout shift on weekends, inform of visitor center availability and answer questions as needed.

Contact for the Skansie VIC Manual – Manage the quick reference manual of information provided to volunteers to help educate volunteers in order to allow visitors to find what they may need easily. Make updates as directed by City Tourism & Communications staff.

Coordinate Welcome Desk Calendar: Serve as coordinator for volunteer scheduling calendar and training in coordination with volunteer lead. Duties include posting events happening that weekend to white board and providing volunteers with suggestions on events and activities and / or attractions plus visitor lodging. Be point of contact for volunteers scheduled for weekend hours. Man the volunteer desk when needed in absence of volunteer.

Supply Brochure & Information Area in house and at Jerisich Dock: Keep brochure racks organized and easy for visitor's search. Straighten and refill the brochure areas daily and as needed throughout the weekend.

Provide Tally Sheets to City: Provide count of visitors of the VIC to city monthly in prepared tally sheet. This a template form used at each visitor center

Technical Assistance: Point person for technical assistance for city computer equipment at center. Equipment is for volunteers and visitors use for search of city and local business websites.

Volunteer Recruitment: Relay potential volunteers to the City Volunteer Coordinator.

Administrative Tasks: Manage administrative projects in which the volunteers participate, as requested by the City.

EXHIBIT B

CHARGES FOR SERVICES

In Exchange for the services in Exhibit A, Harbor WildWatch will be paid by the City of Gig Harbor \$2,000.00 for the services described in Exhibit A Scope of Services.

Harbor WildWatch will submit invoice upon completion of summer season (September 30) for processing by the City of Gig Harbor for the services performed.

No additional invoices from the Consultant will be accepted for expenses.



Business of the City Council City of Gig Harbor, WA

Subject: Second Reading Amendment to Section 8.20.120 GHMC, Time limit – Use of Fireworks

Proposed Council Action:

Option A: Move to adopt Ordinance No. 1317 with option A language (4 days)

Option B: Move to adopt Ordinance No. 1317 with option B language (July 4 only)

Option C: No action. Remain as is (8 days)

Dept. Origin: Building/Fire Safety

Prepared by: Paul Rice *PR.*

For Agenda of: June 22, 2015

Exhibit: Fireworks Amendment to Section 8.20.120 GHMC

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

26 6-10-15
Ron W 6/10/15
by email
CR 6-10

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

INFORMATION/BACKGROUND

Following July 4th, 2014, multiple citizens testified before Council requesting a review of the City's Fireworks ordinances as they pertain to the days of allowable discharge and requesting that the laws be made more stringent in order to promote a more peaceful community. Fireworks related complaints received by the GHPD in 2014 were markedly higher than the previous year during the allowed discharge days, up from 7 in 2013 to 24 in 2014. Staff found that the City's fireworks regulations had not been revisited in over 30 years and on May 4, 2015 brought the issue to the Planning & Building Committee for direction. After reviewing the currently allowable days of discharge from June 28 – July 5, it was recommended by the Committee that the currently allowed 8 days be amended to 4 days, those being the first 4 days of July. State law requires that any changes to fireworks regulations at the local level must be adopted at least 12 months prior to the effective date making these provisions enforceable for the 2016 holiday season.

During the first reading of the proposed Ordinance Council directed staff to come back at the second reading with 3 options to include: Option A: 4 days of allowed discharge (July 1-4); Option B: One day of allowed discharge (July 4) and Option C: No action. Remain as is (8 days).

FISCAL CONSIDERATION

There is no additional fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

The City's Planning & Building Committee has recommended approval of Option A.

RECOMMENDATION/MOTION

Option A: Move to adopt Ordinance No. 1317 with option A language (4 days)

Option B: Move to adopt Ordinance No. 1317 with option B language (July 4 only)

Option C: No action. Remain as is (8 days)

ORDINANCE NO. 1317

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIREWORKS DISCHARGE REGULATIONS; AMENDING SECTION 8.20.120 OF THE GIG HARBOR MUNICIPAL CODE, TIME LIMIT – USE OF FIREWORKS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 1982 the City of Gig Harbor adopted Ordinance No. 418 in order to provide regulation for the sale and use of fireworks consistent with state law; and

WHEREAS, the City of Gig Harbor may adopt local amendments to limit, prohibit sale or discharge of fireworks consistent with Chapter 70.77 RCW; and

WHEREAS, City staff met with the Planning and Building Committee of the City Council on May 4, 2015 to discuss amendments to the fireworks regulations of the Gig Harbor Municipal Code; and

WHEREAS, the Planning and Building Committee of the City Council directed staff to propose an amendment addressing changes regarding hours of discharge and present to City Council for direct consideration; and

WHEREAS, the City finds that the local amendments contained herein are desirable to protect the public peace;

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

Section 1. Section 8.20.120 of the Gig Harbor Municipal Code is amended as follows:

OPTION A - 4 days

8.20.120 Time limit – Use of fireworks.

No person shall use or ~~explode~~ discharge any fireworks within the corporate limits of Gig Harbor ~~except from 12:00 noon on June 28th to 12:00 noon on July 5th of any year~~ between the hours of 9:00 a.m. and 11:00 p.m. on July 1 through July 3, and between the hours of 9:00 a.m. and midnight on July 4; provided, that this prohibition shall not apply to duly authorized public displays where the same are authorized pursuant to the laws of the state of Washington.

OPTION B - 1 day

8.20.120 Time limit – Use of fireworks.

No person shall use or explode discharge any fireworks within the corporate limits of Gig Harbor except ~~from 12:00 noon on June 28th to 12:00 noon on July 5th of any year~~ between the hours of 9:00 a.m. and midnight on July 4; provided, that this prohibition shall not apply to duly authorized public displays where the same are authorized pursuant to the laws of the state of Washington.

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

Section 3. Copy to Chief of the Washington State Patrol. Pursuant to RCW 70.77.250(4) the City Clerk is directed to send a copy of this ordinance to the Chief of the Washington State Patrol for his files within ten (10) days after adoption of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force twelve (12) months after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 22nd day of June, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: June 3, 2015
PASSED BY THE CITY COUNCIL: June 22, 2015
PUBLISHED: July 1, 2015
EFFECTIVE DATE: June 22, 2016
ORDINANCE NO. 1317



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and first reading providing for a mid-biennial review and modification of the biennial budget.

Proposed Council Action:
Adopt the ordinance providing for a mid-biennial review and modification of the biennial budget.

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: June 22, 2014

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

Handwritten signatures and dates:
RW 6/15/15
by e-mail
6/15/15

| | | |
|-------------------------|---------------|-------------------------|
| Expenditure | Amount | Appropriation |
| Required See below | Budgeted 0 | Required See below |

INFORMATION / BACKGROUND

Pursuant to Chapter 35A.34 RCW, the City Council adopted a biennial fiscal budget for the 2016 – 2016 biennium.

RCW 35A.34.130 requires that the City, by ordinance, provide for a mid-biennial review and modification of the biennial budget.

The review is required to begin no earlier than September 1 and no later than December 31.

The schedule will be similar to the budget preparation schedule that the City has followed in the past, with the budget modification ordinance and related public hearing being scheduled for the November 2015 City Council meetings.

RECOMMENDATION / MOTION

Adopt the ordinance for a mid-biennial review and modification of the biennial budget after a second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR A MID-BIENNIAL REVIEW AND MODIFICATION OF THE BIENNIAL BUDGET PURSUANT TO RCW 35A.34.130, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, pursuant to Chapter 35A.34 RCW, the City of Gig Harbor, Washington has adopted a biennial fiscal budget; and

WHEREAS, RCW 35A.34.130 requires that the City, by ordinance, provide for a mid-biennial review and modification of the biennial budget; now, therefore,

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

Section 1. Adopted. Mid-biennial reviews and modifications of the biennial budget are hereby provided. The review of the mid-biennial budget shall commence no sooner than eight months after the start nor later than 12 months after the start of the biennium. The mayor shall prepare the proposed budget modification and shall provide for publication of notice of hearings consistent with publication of notices for adoption of other city ordinances. The mayor shall distribute the proposed modification to members of the city council, with copies available to the public at City Hall. Public hearings on the proposed budget modification shall be conducted prior to the adoption of the ordinance modifying the biennial budget.

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

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 20__.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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



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

Subject: Public Hearing and First Reading of Three Ordinances - Utility Rates and General Facilities Charges

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

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

ADK

For Agenda of: June 22, 2015

Exhibits: Three Ordinances

Initial &
Date

Concurred by Mayor: *JG 6/9-15*

Approved by City Administrator: _____

Approved as to form by City Atty: *VIA EMAIL 6/17/15*

Approved by Finance Director: *DR for DR 6/18/15*

Approved by Department Head: *ADK 6/18/15*

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

INFORMATION/BACKGROUND

The City operates three utilities as part of the services provided to its residents. These utilities include a water utility encompassing a portion of the city limits and areas outside the city limits, a wastewater utility encompassing the entire city limits and areas outside the city limits, and a stormwater utility encompassing the entire city limits.

Each utility maintains a comprehensive plan identifying operations, maintenance, and capital projects necessary to meet six-year and twenty-year needs. These projects have been used to populate funding needs identified in the city's recent utility rate modelling process.

On a regular basis the city performs a utility rate modeling to verify utility revenues will meet future obligations. The results of the recent rate modeling efforts found the current rates and charges will not support the projects identified in each utility's comprehensive plan. The current utility rate models were used to establish the proposed rate increases presented in the three attached utility rate ordinances.

The city held two public open houses in 2015 to present and discuss the proposed utility rate increases. The first public open house presented the proposed utility general facilities charge increases in May 2015. The second public open house presented the proposed utility monthly rate increases in June 2015.

The proposed increases to the utility rates and charges identified in the attached ordinances will be presented in depth on June 22 prior to the public hearing.

FISCAL CONSIDERATION

While there is no expenditure required to adopt these ordinances, approval of these ordinances is anticipated to provide revenues for the city utilities to implement operations, maintenance, and capital projects identified in each utility's comprehensive plan.

BOARD OR COMMITTEE RECOMMENDATION

This topic has been presented to the Public Works Committee three times in the past nine months with support to continue with the recommended increases to the utility monthly rate and general facilities charges.

RECOMMENDATION/MOTION

Consider approval of the ordinances at the second reading.

ORDINANCE NO. 13xx

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER UTILITY RATES; REPEALING SECTIONS 13.04.010, 13.04.013, 13.04.020, AND 13.04.080 REPLACING WITH NEW RESPECTIVE SECTIONS; CREATING A NEW SECTION 13.04.018; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services; and

WHEREAS, the 2015 rate study provided by Peninsula Financial Consulting supports these rate increases; and

WHEREAS, the household income levels for low-income utility rate reduction has not been adjusted since established in 2003 and should be adjusted for cost of living expenses; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.010 Water Rates

A. Effective August 1, 2015 the monthly water service rates not including state and city taxes shall be set at the following amounts:

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Residential | \$16.00 | \$2.09 |
| Multiresidential | | |
| 5/8" & 3/4" | 28.10 | 1.95 |
| 1" | 38.68 | 1.95 |
| 1-1/2" | 64.89 | 1.95 |
| 2" | 96.47 | 1.95 |
| 3" | 180.61 | 1.95 |
| 4" | 275.37 | 1.95 |
| Commercial/Schools | | |
| 5/8" & 3/4" | 23.56 | 2.02 |
| 1" | 31.12 | 2.02 |

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| 1-1/2" | 49.80 | 2.02 |
| 2" | 72.31 | 2.02 |
| 3" | 132.35 | 2.02 |
| 4" | 199.94 | 2.02 |

B. Effective January 1, 2016 the monthly water service rates not including state and city taxes shall be set at the following amounts:

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Residential | \$16.96 | \$2.21 |
| Multiresidential | | |
| 5/8" & 3/4" | 29.79 | 2.07 |
| 1" | 41.00 | 2.07 |
| 1-1/2" | 68.79 | 2.07 |
| 2" | 102.26 | 2.07 |
| 3" | 191.45 | 2.07 |
| 4" | 291.89 | 2.07 |
| Commercial/Schools | | |
| 5/8" & 3/4" | 24.98 | 2.15 |
| 1" | 32.99 | 2.15 |
| 1-1/2" | 52.79 | 2.15 |
| 2" | 76.65 | 2.15 |
| 3" | 140.29 | 2.15 |
| 4" | 211.93 | 2.15 |

C. Effective January 1, 2017 the monthly water service rates not including state and city taxes shall be set at the following amounts:

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Residential | \$17.80 | \$2.32 |
| Multiresidential | | |
| 5/8" & 3/4" | 31.28 | 2.17 |
| 1" | 43.05 | 2.17 |
| 1-1/2" | 72.23 | 2.17 |

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| 2" | 107.37 | 2.17 |
| 3" | 201.02 | 2.17 |
| 4" | 306.48 | 2.17 |
| Commercial/Schools | | |
| 5/8" & 3/4" | 26.23 | 2.25 |
| 1" | 34.64 | 2.25 |
| 1-1/2" | 55.43 | 2.25 |
| 2" | 80.48 | 2.25 |
| 3" | 147.31 | 2.25 |
| 4" | 222.53 | 2.25 |

D. Effective January 1, 2018 the monthly water service rates not including state and city taxes shall be set at the following amounts:

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Residential | \$18.69 | \$2.44 |
| Multiresidential | | |
| 5/8" & 3/4" | 32.84 | 2.28 |
| 1" | 45.20 | 2.28 |
| 1-1/2" | 75.84 | 2.28 |
| 2" | 112.74 | 2.28 |
| 3" | 211.07 | 2.28 |
| 4" | 321.81 | 2.28 |
| Commercial/Schools | | |
| 5/8" & 3/4" | 27.54 | 2.37 |
| 1" | 36.37 | 2.37 |
| 1-1/2" | 58.20 | 2.37 |
| 2" | 84.51 | 2.37 |
| 3" | 154.67 | 2.37 |
| 4" | 233.66 | 2.37 |

E. Effective January 1, 2019 the monthly water service rates not including state and city taxes shall be set at the following amounts:

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Residential | \$19.44 | \$2.54 |

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Multiresidential | | |
| 5/8" & 3/4" | 34.15 | 2.37 |
| 1" | 47.01 | 2.37 |
| 1-1/2" | 78.87 | 2.37 |
| 2" | 117.25 | 2.37 |
| 3" | 219.52 | 2.37 |
| 4" | 334.68 | 2.37 |
| Commercial/Schools | | |
| 5/8" & 3/4" | 28.64 | 2.46 |
| 1" | 37.83 | 2.46 |
| 1-1/2" | 60.53 | 2.46 |
| 2" | 87.89 | 2.46 |
| 3" | 160.86 | 2.46 |
| 4" | 243.00 | 2.46 |

F. Effective January 1, 2020 the monthly water service rates not including state and city taxes shall be set at the following amounts:

| Customer Class/Meter | Customer Base Charge (per meter/month) | Commodity Charge (per ccf) |
|-----------------------------|---|-----------------------------------|
| Residential | \$20.22 | \$2.64 |
| Multiresidential | | |
| 5/8" & 3/4" | 35.52 | 2.47 |
| 1" | 48.89 | 2.47 |
| 1-1/2" | 82.03 | 2.47 |
| 2" | 121.94 | 2.47 |
| 3" | 228.30 | 2.47 |
| 4" | 348.07 | 2.47 |
| Commercial/Schools | | |
| 5/8" & 3/4" | 29.78 | 2.56 |
| 1" | 39.34 | 2.56 |
| 1-1/2" | 62.95 | 2.56 |
| 2" | 91.40 | 2.56 |
| 3" | 167.29 | 2.56 |
| 4" | 252.72 | 2.56 |

Section 2. Section 13.04.013 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.013 Low-income utility rate reduction and connection fee waiver/delay.

- A. Definitions. For the purposes of this section, the following definitions shall apply:
1. "Low-income senior citizen" means a person aged 62 years or older (if married, either spouse may be 62 years or older) who:
 - a. Is a Gig Harbor water or sewer customer and has an account in his/her name;
 - b. Is the head of the household;
 - c. Has a monthly gross household income from all sources that is not more than:

| Household Size | Monthly Income | Annual Income |
|----------------|----------------|---------------|
| 1 | \$1,550 | \$18,601 |
| 2 | \$2,090 | \$25,082 |
| 3 | \$1,510 | \$32,001 |
| 4 | \$3,167 | \$39,128 |
| 5 | \$3,706 | \$44,473 |

- B. Rate Reduction. A low-income senior citizen may pay a rate equal to 50 percent of the applicable water and/or sewer rate established by the city in GHMC 13.04.010 and 13.32.010, or any amendments thereto.
- C. Waiver/Delay of Connection Fees. A low-income senior citizen may request a waiver of a connection fee to his or her property in the amount of 50 percent of the applicable water and/or sewer connection fee established in GHMC 13.04.080 and 13.32.060, or any amendments thereto. A low-income senior citizen may request a delay in the city's collection of the connection fee, as reduced by this subsection, for a period of five years, as long as the eligibility requirements of this section are satisfied for each year.
- D. Eligibility Requirements. In order to obtain a rate reduction and/or waiver/delay of connection fees, a low-income senior citizen shall:
1. File an affidavit with the finance department on an annual basis, and submit documentation requested by the finance department verifying that he/she is eligible to receive the benefits of this section; and
 2. In the affidavit, provide the city with an unqualified promise to inform the city of any changes in his/her financial condition that would disqualify him/her from the benefits of this section.

Section 3. A new Section 13.04.018 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

13.04.018 Credit to existing customers for water flushing.

Any existing customer may request a credit for water use due to water flushing due to unpleasant water color or taste. This request shall be made in writing to the Public

Works Director prior to water flushing. The maximum credit allowed per billing cycle shall not exceed 2 CCF.

Section 4. Section 13.04.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.020 Nonmetered residential uses.

- A. Effective August 1, 2015, the water service charge for each unmetered residential or multiple residential building shall be \$47.46.
- B. Effective January 1, 2016, the water service charge for each unmetered residential or multiple residential building shall be \$50.30.
- C. Effective January 1, 2017, the water service charge for each unmetered residential or multiple residential building shall be \$52.82.
- D. Effective January 1, 2018, the water service charge for each unmetered residential or multiple residential building shall be \$55.46.
- E. Effective January 1, 2019, the water service charge for each unmetered residential or multiple residential building shall be \$57.68.
- F. Effective January 1, 2020, the water service charge for each unmetered residential or multiple residential building shall be \$59.99.

Section 5. Section 13.04.080 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.080 Water system general facility charge.

A. The city shall charge the following general facilities charge to connect to the water utility system:

| Meter Size | Capacity Factor | General Facilities Charge |
|------------|------------------|---------------------------|
| 3/4" | 1.0 | \$ 7,300.00 |
| 1" | 1.67 | 12,191.00 |
| 1-1/2" | 3.33 | 24,309.00 |
| 2" | 5.33 | 38,909.00 |
| Over 2" | Per AWWA formula | Per City Formula |

- B. Any remodel and/or use change shall pay the difference between the new use and/or size and the previous use and/or size. No refund shall be allowed for use and/or size reduction.
- C. Water system general facility charge for connections outside the city limits shall be charged at one and one-half times the city rates.
- D. Each general facilities charge shall be paid to the City at the time of building permit issuance. Where capacity is increased as outlined in Chapter 19.10 but no building permit is required, each general facilities charge shall be paid at the time capacity is increased.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective Date. This ordinance shall be in full force and take effect August 1, 2015, which is at least five (5) days after its publication of an approved summary consisting of the title. For developments with a complete building permit submitted prior to August 1, 2015, the general facilities charge amendments in Section 5 of this ordinance shall not apply and instead the general facility charges required by Ordinance 1235 shall apply.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of July 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE: 08/01/15
ORDINANCE NO:

ORDINANCE NO. 13xx

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER UILITY RATES; REPEALING SECTIONS 13.32.010, 13.32.020, AND 13.32.025, REPLACING WITH NEW RESPECTIVE SECTIONS; AMENDING SUBSECTION 13.32.060(A) AND SECTION 13.32.065; REPEALING SECTION 13.32.070; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewer services; and

WHEREAS, the 2015 rate study provided by Peninsula Financial Consulting supports these rate increases; and

WHEREAS, the existing sewer connection agreement as described in Section 13.32.070 has gone unused in more than a decade and is no longer necessary; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.010 Sewer rates.

A. Effective August 1, 2015, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|---|---|-----------------------------------|
| Residential | \$33.57 | \$4.13 |
| Multifamily residential (per living unit) | 25.83 | 4.14 |
| Commercial/School | 78.35 | 7.27 |
| Dept. of Corrections | 10,352.07 | 4.13 |

B. Effective January 1, 2016, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-----------------------|---|-----------------------------------|
| Residential | \$35.08 | \$4.31 |

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|---|---|-----------------------------------|
| Multifamily residential (per living unit) | 26.99 | 4.33 |
| Commercial/School | 81.88 | 7.60 |
| Dept. of Corrections | 10,817.92 | 4.31 |

C. Effective January 1, 2017, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|---|---|-----------------------------------|
| Residential | \$36.30 | \$4.46 |
| Multifamily residential (per living unit) | 27.94 | 4.48 |
| Commercial/School | 84.75 | 7.87 |
| Dept. of Corrections | 11,196.54 | 4.46 |

D. Effective January 1, 2018, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|---|---|-----------------------------------|
| Residential | \$37.57 | \$4.62 |
| Multifamily residential (per living unit) | 28.92 | 4.64 |
| Commercial/School | 87.71 | 8.14 |
| Dept. of Corrections | 11,588.42 | 4.62 |

E. Effective January 1, 2019, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|---|---|-----------------------------------|
| Residential | \$38.89 | \$4.78 |
| Multifamily residential (per living unit) | 29.93 | 4.80 |
| Commercial/School | 90.78 | 8.43 |
| Dept. of Corrections | 11,994.02 | 4.78 |

F. Effective January 1, 2020, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|---|---|-----------------------------------|
| Residential | \$40.25 | \$4.95 |
| Multifamily residential (per living unit) | 30.98 | 4.97 |
| Commercial/School | 93.96 | 8.72 |
| Dept. of Corrections | 12,413.81 | 4.95 |

G. The commodity charge shall be based upon using the winter months (November through March) as a maximum base usage for billing purposes for the entire year.

Section 2. Section 13.32.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.020 Nonmetered uses.

A. Effective August 1, 2015, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

| Nonmetered Customer Class | Monthly Charge |
|----------------------------------|-----------------------|
| Residential | \$61.50/unit |
| Multifamily residential | 44.11/living unit |
| Commercial | 151.02/billing unit |

B. Effective January 1, 2016, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

| Nonmetered Customer Class | Monthly Charge |
|----------------------------------|-----------------------|
| Residential | \$64.27/unit |
| Multifamily residential | 46.09/living unit |
| Commercial | 157.82/billing unit |

C. Effective January 1, 2017, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

| Nonmetered Customer Class | Monthly Charge |
|----------------------------------|-----------------------|
| Residential | \$66.51/unit |
| Multifamily residential | 47.71/living unit |
| Commercial | 163.34/billing unit |

D. Effective January 1, 2018, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

| Nonmetered Customer Class | Monthly Charge |
|----------------------------------|-----------------------|
| Residential | \$68.84/unit |
| Multifamily residential | 49.38/living unit |
| Commercial | 169.06/billing unit |

E. Effective January 1, 2019, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

| Nonmetered Customer Class | Monthly Charge |
|----------------------------------|-----------------------|
| Residential | \$71.25/unit |
| Multifamily residential | 51.11/living unit |
| Commercial | 174.98/billing unit |

F. Effective January 1, 2020, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

| Nonmetered Customer Class | Monthly Charge |
|----------------------------------|-----------------------|
| Residential | \$73.75/unit |
| Multifamily residential | 52.89/living unit |
| Commercial | 181.10/billing unit |

Section 3. Section 13.32.025 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.025 Sewer rates – Community systems using flow meters.

A. Effective August 1, 2015, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-------------------------|---|-----------------------------------|
| Residential | \$10.39 + \$23.20/unit | \$4.13 |
| Multifamily residential | \$10.39 + \$15.45/unit | 4.13 |
| Commercial | \$10.39 + \$74.02/unit | 7.27 |

B. Effective January 1, 2016, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-------------------------|---|-----------------------------------|
| Residential | \$10.85 + \$24.24/unit | \$4.31 |
| Multifamily residential | \$10.85 + \$16.14/unit | 4.31 |
| Commercial | \$10.85 + \$77.35/unit | 7.60 |

C. Effective January 1, 2017, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-------------------------|---|-----------------------------------|
| Residential | \$11.23 + \$25.09/unit | \$4.46 |
| Multifamily residential | \$11.23 + \$16.71/unit | 4.46 |
| Commercial | \$11.23 + \$80.06/unit | 7.87 |

D. Effective January 1, 2018, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-------------------------|---|-----------------------------------|
| Residential | \$11.63 + \$25.97/unit | \$4.62 |
| Multifamily residential | \$11.63 + \$17.29/unit | 4.62 |
| Commercial | \$11.63 + \$82.86/unit | 8.14 |

E. Effective January 1, 2019, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-------------------------|---|-----------------------------------|
| Residential | \$12.03 + \$26.88/unit | \$4.78 |
| Multifamily residential | \$12.03 + \$17.89/unit | 4.78 |
| Commercial | \$12.03 + \$85.76/unit | 8.43 |

F. Effective January 1, 2020, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

| Customer Class | Customer Base Charge (per month) | Commodity Charge (per ccf) |
|-------------------------|----------------------------------|----------------------------|
| Residential | \$12.46 + \$27.82/unit | \$4.95 |
| Multifamily residential | \$12.46 + \$18.52/unit | 4.95 |
| Commercial | \$12.46 + \$88.76/unit | 8.72 |

Section 4. Subsection 13.32.060(A) of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.060(A) Sewer general facilities charges.

A. The city shall impose a sewer general facilities charge of ~~\$8,540~~ \$9,640 per equivalent residential unit to connect to the sewer system. The sewer general facilities charge for connection to the Shorecrest community septic system is \$13,300 per equivalent residential unit. The sewer general facilities charge for all other sewer connections outside the city limits shall be charged at one and one-half times the standard city rate. Each general facilities charge shall be paid to the City at the time of building permit issuance. Where capacity is increased as outlined in Chapter 19.10 but no building permit is required, each general facilities charge shall be paid at the time capacity is increased.

Section 5. Section 13.32.065 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.065 ~~Connection fees~~ General facilities charges – Changes in class of service or ERU assignment.

When a change occurs which would place the customer in a different class of service or change the ERU assignment from that on which ~~connection fees~~ general facilities charges have been paid, an additional ~~connection fee~~ general facilities charge shall be charged. The additional ~~fee~~ charge shall be the difference between the ~~connection fee~~ general facilities charge, calculated at the current rates, based on the current class of service and ERU assignment, ~~at the current rates,~~ and the ~~connection fee~~ general facilities charge, calculated at the current rates, based on the class of service and ERU assignment on which ~~connection fees~~ general facilities charges have already been paid. The following examples illustrate changes in class of service or ERU assignment:

- A. A residence adding an additional dwelling unit would change from the single-family dwelling class with one ERU to the multifamily dwelling class with two ERUs;
- B. An elementary school's population increasing by 54 students would increase its ERU assignment by one;
- C. A "quality restaurant" adding 16 additional seats would increase its ERU assignment by two;

D. A commercial property adding 4,800 square feet additional floor space would increase its ERU assignment by three.

Section 6. Section 13.32.070 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall be in full force and take effect August 1, 2015, which is at least five (5) days after its publication of an approved summary consisting of the title. For developments with a complete building permit submitted prior to August 1, 2015, the general facilities charge amendments in Section 4 of this ordinance shall not apply and instead the general facility charges required by Ordinance 1235 shall apply.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of July 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE: 08/01/15
ORDINANCE NO:

ORDINANCE NO. 13xx

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORMWATER UTILITY RATES; REPEALING SECTIONS 14.10.050 AND 14.10.055, REPLACING WITH NEW RESPECTIVE SECTIONS; REPEALING SECTIONS 14.10.080 AND 14.10.090; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to raise stormwater service rates and charges to meet the increasing cost of providing stormwater services; and

WHEREAS, the 2015 rate study provided by Peninsula Financial Consulting supports these rate increases; and

WHEREAS, the city typically reviews utility rates and charges about every six years; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

14.10.050 Stormwater rates.

- A. In accordance with the basis for a rate structure set forth in GHMC 14.10.020 and 14.10.030, there is levied upon all developed real property within the boundaries of the utility the following monthly service rates which shall be collected from the owners of such properties:
1. All detached single-family residences and mobile homes (one equivalent billing unit) not including state and city sales tax:
 - a. Effective August 1, 2015, shall be \$12.56.
 - b. Effective January 1, 2016, shall be \$13.00.
 - c. Effective January 1, 2017, shall be \$13.46.
 - d. Effective January 1, 2018, shall be \$13.93.
 - e. Effective January 1, 2019, shall be \$14.42.
 - f. Effective January 1, 2020, shall be \$14.92.
 2. All other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service rate not including state and city sales tax shall be the number of equivalent billing units determined by the

utility to be contained in such parcel pursuant to GHMC 14.10.030 multiplied by the following rates:

- a. Effective August 1, 2015, shall be \$12.56.
- b. Effective January 1, 2016, shall be \$13.00.
- c. Effective January 1, 2017, shall be \$13.46.
- d. Effective January 1, 2018, shall be \$13.93.
- e. Effective January 1, 2019, shall be \$14.42.
- f. Effective January 1, 2020, shall be \$14.92.

B. Duplexes shall be charged at 1.5 equivalent billing units for the two units.

C. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.

Section 2. Section 14.10.055 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

14.10.055 Stormwater system general facilities charges.

The city shall impose a stormwater general facilities charge of \$1,770 for each equivalent billing unit for each property being developed pursuant to GHMC 14.10.030. Each general facilities charge shall be paid to the City at the time of building permit issuance.

Section 3. Section 14.10.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 14.10.090 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall be in full force and take effect August 1, 2015, which is at least five (5) days after its publication of an approved summary consisting of the title. For developments with a complete building permit submitted prior to August 1, 2015, the general facilities charge amendments in Section 2 of this ordinance shall not apply and instead the general facility charges required by Ordinance 1235 shall apply

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,
this 13th day of July 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE: 08/01/15
ORDINANCE NO:

June 17, 2015

Mayor Guernsey
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Honorable Mayor Guernsey:

This letter contains comments from the Master Builders Association of Pierce County (MBA) regarding the proposed General Facilities Charges (GFC) coming before the city council on June 22, 2015. The purpose of this letter is to address three concerns: (1) Ambiguity surrounding changes to GFC rates; (2) The potential for deferment of impact fees for new construction; and (3) The date which impact fees vest for plat permit applicants. On behalf of the MBA, thank you for your consideration of these comments.

GFC Charges

The MBA is concerned with the new GFC charges set to be implemented on August 1, 2015, because under the Growth Management Act (GMA) the fees may only be used for increased capacity for new growth, and may not be used for current operations costs associated with existing users.

Under RCW 35.92.025, property owners “shall bear their equitable share of the cost” of water or sewage systems. The law ensures that existing property owners do not pay for growth, and that builders do not pay duplicative costs associated with pre-existing systems that should be paid by existing system users.

Based on the language used in the *GFC & Rate Study*, it is not entirely clear whether new development is paying for growth only, or for growth as well as anticipated costs for pre-existing systems. More specifically, page 1-2 states that “this analysis includes the costs of all existing facilities that will benefit future customers...” This language does not align well with the GMA philosophy widely adopted in Pierce County that growth should pay for growth. Furthermore, table 1-7 in the *GFC & Rate Study* lists the projects included in GFC calculations, but does not detail the purpose for each project. For example, capital improvement project number 3, “Well No. 11—Deep Aquifer Well,” is a cost that applies to new development only, but the table does not specify how this source of water meets new demand only. To the concerned observer, it is nearly impossible to tell whether this well is new capacity, or just a replacement for existing sources that have been depleted. The MBA would request that the City Council delay passing the proposed GFC increases until further detail is provided by Peninsula Financial Consulting to ensure that growth is paying for growth.

Deferment of Impact Fees

By September 1, 2016, municipalities will be required to adopt impact fee deferment options for new development. According to SB 5923 which was signed into law on May 11, 2015, builders will have the option to defer payment of impact fees until final inspection of the property, issuance of certificate of occupancy or equivalent, or until the time of closing of the first sale. The deferment applies to the first twenty homes per jurisdiction, per builder. However, each jurisdiction may elect, by ordinance, to allow for additional deferments for each applicant. The MBA is asking the City of Gig Harbor to consider deferment of impact fees now, rather than waiting for the effective date of the new law. Many small to mid-size builders in Pierce County struggle to carry the significant financial burden of impact fees, often times for a year or more. This cost weighs heavily on many companies because it is often difficult or impossible to find financing for such unsecured costs, and many builders also find it difficult to make important capital acquisitions when a large amount of their funds are tied up in impact fees.

The MBA respectfully requests that you consider an early adoption of policies that will soon be state law, and which will greatly benefit many builders in the community.

www.mbapierce.com

Impact Fee Vest Date

It has come to the attention of the MBA that the current vest date for impact fees for preliminary plat applicants in Gig Harbor is the date which fees are paid, not when the application is submitted. The proposed fees will change as of August 1, 2015. We would request that you consider allowing current preliminary plat applicants to vest their fee rate as of the date they apply/applied. Builders applying for permits right now are prepared to pay their equitable share of water and sewer systems, as those costs are allocated today. It is unnecessarily burdensome to ask builders that have submitted preliminary plat applications or will submit applications prior to August 1, 2015 to increase GFC charges to an amount far above what many have been planning to pay as part of their business plans in the City of Gig Harbor.

Thank you once again for your consideration of these comments. If you have any questions feel free to contact me at (253) 272-2112 ext. 105.

Sincerely,



Jeremiah Lafranca
Government Affairs Director

Cc: Timothy Payne, Position #1
Steven Ekberg, Position #2
Casey Arbenz, Position #3
Rahna Lovrovich, Position #4
Ken Malich, Position #5
Michael Perrow, Position #6
Paul Kadzik, Position #7

www.mbapierce.com



Business of the City Council City of Gig Harbor, WA

Subject: Dry Sewer Policy

Dept. Origin: Public Works

Proposed Council Action: Accept the recommended revised dry sewer policy.

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

For Agenda of: June 22, 2015

Exhibits: None

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JG 6-18-15

VIA EMAIL 6/17/15

JL for DR 6/18/15

JL 6/18/15

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

INFORMATION/BACKGROUND

Proposed developments located outside city limits but within the UGA are, by default, required by Pierce County to install dry sewers. Dry sewers are defined as sewer lines that are installed simultaneously with the civil construction of a development but are not connected to an active sewer line. These dry sewer lines are intended to be used by the development once active sewer conveyance is installed close to the development. Therefore, the development will use some form of septic system to dispose of wastewater while the dry sewer collection lines remain unused for the foreseeable future.

Dry sewers have been supported as an unwritten policy of the City since future sewer main construction would often require the rebuilding of roadways. Any such future sewer main construction and related road work would be very expensive and disruptive. However, multiple dry sewers have been installed in the City's urban growth area that may not see sewer use for years or even decades. Two primary problems exist when dry sewers are installed but go unused. These include:

1. The initial cost to invest in the dry sewers does not benefit the property owners who also have to pay for septic system installation and maintenance.
2. The dry sewers may degrade significantly before being put to use (thus causing added maintenance costs to the City).

More and more developers would like relief from the requirement to install dry sewers because of the low likelihood of connection to sewers prior to degradation of the dry sewer infrastructure. At this point Staff recommends the following revised dry sewer policy for consideration by City council:

The City will require dry sewer installations for developments in the City's urban growth area when the sewer lift station that will serve the proposed development is operational or under design or construction at the time the development application is submitted for land use approval.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This topic received support from the Public Works Committee when presented at their May 11 meeting.

RECOMMENDATION/MOTION

Accept the recommended revised dry sewer policy.



Business of the City Council City of Gig Harbor, WA

Subject: Resolution 998 – Sewer Utility Extension Agreements for Forest Lawn Plat.

Proposed Council Action: Move to approve Resolution 998 for sewer utility extension agreement with Radiance Homes, LLC.

Dept. Origin: Public Works

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

For Agenda of: June 22, 2015

Exhibits: Resolution and Utility Extension Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty: *VIA EMAIL 6/17/15*

Approved by Finance Director: *JM for BR 6/18/15*

Approved by Department Head: *JL 6/18/15*

Initial &
Date

JL 6-18-15

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

INFORMATION/BACKGROUND

Radiance Homes, LLC is in the process of permitting through Pierce County an eight (8) lot residential subdivision outside city limits but inside the City’s urban growth area. 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. Ordinance No. 1235 allows the extension of water and sewer utilities to properties within the City’s urban growth areas without the requirement to first annex. Ordinance No. 1235 further provides conditions in Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) for connection to such utilities.

Following the requirements of Chapter 13.34 GHMC, Radiance Homes, LLC has requested City of Gig Harbor’s sewer utility to serve their subdivision, known as the Forest Lawn Plat (aka Miller’s Landing Plat). This plat, located in the 7300 block of Skansie Avenue (aka 46th Avenue), would require an extension of the City’s sewer collection system at the existing gravity sewer main at the intersection of Skansie Avenue and 72nd Street. Sewer would then discharge to the City’s newly constructed sewer lift station #21 located at the intersection of Skansie Avenue and Hunt Street. The City currently has capacity to provide the requested utility connections.

FISCAL CONSIDERATION

The proposed utility extension agreement requires Radiance Homes, LLC to pay all costs for designing, constructing, and permitting the necessary extension of the City’s sewer utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in each proposed utility extension agreement, 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

The sewer utility extension agreement was presented to the Public Works Committee at their June 15 meeting with no opposition to the proposed agreement.

RECOMMENDATION/MOTION

Move to approve Resolution 998 for sewer utility extension agreement with Radiance Homes, LLC.

RESOLUTION NO. 998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE SEWER UTILITY EXTENSION AGREEMENT WITH RADIANCE HOMES, LLC, TO AN EIGHT (8) LOT RESIDENTIAL SUBDIVISION IN PIERCE COUNTY, WASHINGTON.

WHEREAS, Radiance Homes, LLC is in the process of permitting through Pierce County an eight (8) lot residential subdivision outside city limits but inside the City's urban growth area; and

WHEREAS, Radiance Homes, LLC has requested connection to the City of Gig Harbor's sewer utility to serve their subdivision known as the Forest Lawn Plat (aka Miller's Landing Plat) and located in the 7300 block of Skansie Avenue (aka 46th Avenue); 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, Chapter 13.34 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, the City currently has capacity to provide the requested utility connections; and

WHEREAS, on June 22, 2015, the Gig Harbor City Council held a public hearing on Radiance Homes, LLC'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 Agreements attached hereto as Exhibit A, with the owner, Radiance Homes, LLC.

Section 2. The City Council hereby directs the City Clerk to record the Utility Extension Agreements against the Property legally described in Exhibit A of each Utility Extension Agreement, at the cost of the applicant.

PASSED by the City Council this 22nd day of June 2015.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 06/22/15
RESOLUTION NO. 998

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):

Sewer Utility Extension Agreement and Agreement Waiving Right to Protest LID

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

Radiance Homes LLC

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

City of Gig Harbor

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

Section 07, Township 21, Range 02, Quarter 24

Assessor's Property Tax Parcel or Account Number: 0221072018

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

**SEWER UTILITY EXTENSION AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into this _____ day of _____, 2015, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Radiance Homes LLC, a limited liability company (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 _____, 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 the existing utility line on Skansie Avenue at the following location: an existing manhole at the intersection of Skansie Avenue and 72nd Street.

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 eight (8) 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 \$15,372.00, 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 no 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
{AXS1214484.DOC;1/00008.900000/ }

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 (AXS1214484.DOC;1/00008.900000/)

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):

Construct a 8" gravity sewer main extending from the internal roadway of the Miller's Landing Plat to Skansie Avenue, then south connecting to the existing manhole located at the intersection of 72nd Street and Skansie Avenue.

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:

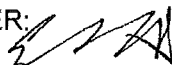
City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

TO THE OWNER:

Radiance Homes LLC
P.O. Box 1996
Gig Harbor, WA 98335-3996

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 6 day of JUNE, 2015.

OWNER: 

CITY OF GIG HARBOR

By: GREGORY BALLANTINE
Its MANAGING MEMBER
(Owner, President, Managing Member)
{AXS1214484.DOC;1/00008.900000/ }

By: _____
Its Mayor

Attest:

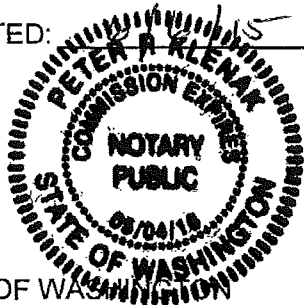
City Clerk, Molly Towslee

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

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

DATED: _____



Peter A. Klenak
Printed: Peter A. Klenak
Notary Public in and for Washington
Residing at: 01411a
My appointment expires: 5-4-16

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss.

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

DATED: _____

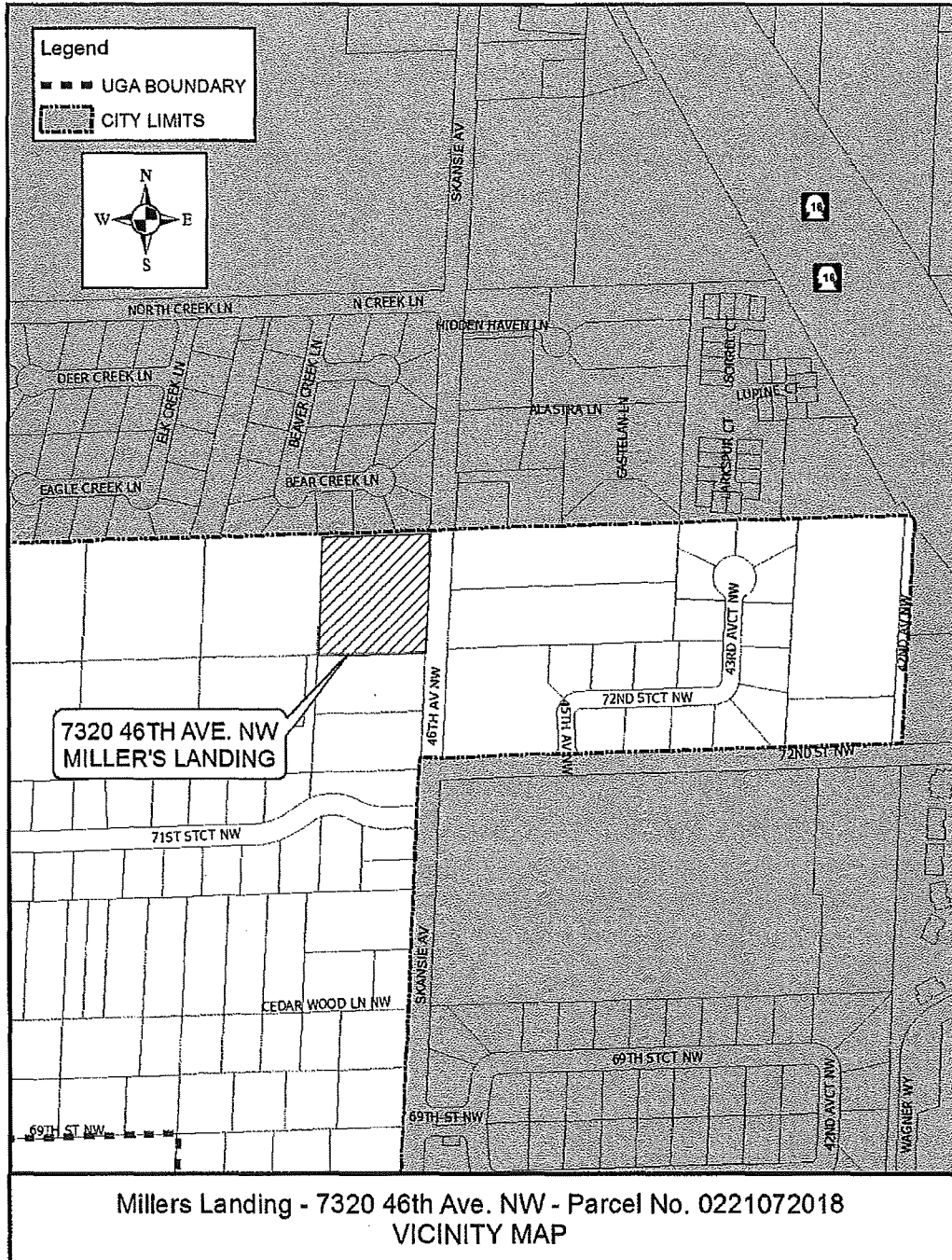
Printed: _____
Notary Public in and for Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 07 Township 21 Range 02 Quarter 24 : NE OF SE OF SE OF NW EXC E 30
FT FOR RD EASE OF RECORD SEG E 9816



EXHIBIT B PROPERTY LOCATION MAP





Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and Resolution No. 999 – Wastewater Comprehensive Plan Amendment to Basin #8 and #10

Proposed Council Action: Move to approve Resolution 999 for the proposed Wastewater Comprehensive Plan Amendment to Basin #8 and #10.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: June 22, 2015

Exhibits: Resolution

| | |
|--|-------------------|
| | Initial & Date |
| Concurred by Mayor: | JG 6-18-15 |
| Approved by City Administrator: | _____ |
| Approved as to form by City Atty: | VIA EMAIL 6/17/15 |
| Approved by Finance Director: | JG for DR 6/18/15 |
| Approved by Department Head: | JG 6/18/15 |

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

INFORMATION/BACKGROUND

The City of Gig Harbor has received a request from the developer WH Gig Harbor, LLC., of the proposed Fox Run Plat (PL-PPLAT-07-0004) for a technical amendment to the City's 2009 Wastewater Comprehensive Plan (WWCP). The Fox Run Plat is a 6.98-acre residential plat consisting of 23 single family lots on located in the 5700 block of 38th Avenue and was approved by the City's Hearing Examiner on May 29, 2007.

The parcels comprising the Plat are located in sewer basin #10, which does not possess a sewer lift station to serve the Plat. However, the Plat is adjacent to the sewer basin boundary with basin #8 and active sewer conveyance discharging to sewer lift station #8. The developer's technical amendment requests an interim sewer discharge point at the active sewer conveyance in sewer basin #8 by way of individual grinder pumps at each lot within the plat.

FISCAL CONSIDERATION

One important financial impact to consider includes the City's sewer conveyance funding to support sewer development in sewer basin #10. As part of the City's 2008 56th Street/Olympic Drive Improvement Project, the City installed over \$200,000 worth of dry sewer mains intended to serve plats along 38th Avenue, including Fox Run Plat. If the requested technical amendment is approved the City's 2008 dry sewer investment in sewer basin #10 will continue to go unused

BOARD OR COMMITTEE RECOMMENDATION

This topic received support from the Public Works Committee when presented at their June 15 meeting.

RECOMMENDATION/MOTION

Move to approve Resolution 999 for the proposed Wastewater Comprehensive Plan Amendment to Basin #8 and #10.

RESOLUTION NO. 999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE WASTEWATER COMPREHESIVE PLAN BY PROVIDING FOR AN INTERIM POINT OF DISCHARGE FOR THE FOX RUN PLAT FROM BASIN #10 TO BASIN #8.

WHEREAS, the City of Gig Harbor has received a request from the developer WH Gig Harbor, LLC. (the Developer), of the proposed Fox Run Plat (PL-PPLAT-07-0004) for a technical amendment to the City's 2009 Wastewater Comprehensive Plan (WWCP); and

WHEREAS, the Fox Run Plat is a 6.98-acre residential plat consisting of 23 single family lots on located in the 5700 block of 38th Avenue; and

WHEREAS, the Plat land use application was approved by the City's Hearing Examiner on May 29, 2007; and

WHEREAS, the parcels comprising the Plat are located in sewer basin #10, which does not possess a sewer lift station to serve the Plat; and

WHEREAS, the Plat is adjacent to the sewer basin boundary with basin #8 and active sewer conveyance discharging to sewer lift station #8; and

WHEREAS, the Developer's technical amendment requests an interim sewer discharge point at the active sewer conveyance in sewer basin #8 by way of individual grinder pumps at each lot within the plat; and

WHEREAS, Section 1.4.2 of the WWCP requires technical amendments to be adopted by resolution by the City Council; and

WHEREAS, the Public Works Director believes the information provided by the developer sufficiently justifies a technical amendment to the WWCP; and

WHEREAS, in 2008 as part of the City's 56th Street/Olympic Drive Improvement Project the City installed over \$200,000 worth of dry sewer mains intended to serve plats along 38th Avenue, including Plat; and

WHEREAS, if the requested technical amendment is approved the City's 2008 dry sewer investment in sewer basin #10 will continue to go unused; and

WHEREAS, on June 15, 2015, the Public Works Committee heard WH Gig Harbor LLCs requested comprehensive plan amendment and recommended the request move forward to the City Council; and

WHEREAS, on June 22, 2015, the Gig Harbor City Council held a public hearing on WH Gig Harbor LLCs requested comprehensive plan amendment

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. Provided that the Developer agrees to the conditions set forth in Sections 2 and 3 below, Appendix B of the Wastewater Comprehensive Plan shall be revised to note the interim allowance of grinder pumps for the Fox Run Plat discharging from basin #10 to basin #8 without the construction of LS#10A; and

Section 2. The Developer shall record a deed of restriction for each of the lots within the Plat on a form approved by the City noting required connection by each lot to the City's gravity sewer main within 180 days of the dry sewer mains becoming active and accepted by the City within basin #10 along with payment of any sewer latecomers fees and/or payment of any local improvement district fees; and

Section 3. The Developer shall construct dry sewer lines within the plat to the Plat's frontage at 38th Avenue at a depth to allow gravity sewer flows from all lots to the existing dry sewer main located at the intersection of 56th Street and 38th Avenue.

PASSED this 13th day of July, 2015.

Jill Guernsey, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 06/22/15
RESOLUTION NO. 999



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and Resolution No. 1000 – Wastewater Comprehensive Plan Amendment to Basin #10 and #11

Proposed Council Action: Move to approve Resolution 1000 for the proposed Wastewater Comprehensive Plan Amendment to Basin #10 and #11.

Dept. Origin: Public Works

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

For Agenda of: June 22, 2015

Exhibits: Resolution and Exhibit

| | |
|--|--------------------------|
| | Initial & Date |
| Concurred by Mayor: | <i>JG 6-18-15</i> |
| Approved by City Administrator: | _____ |
| Approved as to form by City Atty: | <i>VIA EMAIL 6/17/15</i> |
| Approved by Finance Director: | <i>JDL DR 6/18/15</i> |
| Approved by Department Head: | <i>JDL 6/18/15</i> |

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

INFORMATION/BACKGROUND

In 2008 as part of the City's 56th Street/Olympic Drive Improvement Project the City installed over \$200,000 worth of dry sewer mains within sewer basin #10 intended to serve plats along 38th Avenue. This dry sewer main was installed very deep to maximize gravity sewer flows within sewer basin #10. However, the depth of the sewer main was not anticipated when the City's 2009 Wastewater Comprehensive Plan (WWCP) was under development in 2007. Therefore the sewer basin boundaries in the WWCP for sewer basin #10 were established based on standard sewer main depths. The City's Public Works Department recognizes the deep sewer main creates the opportunity to collect sewer by means of gravity from a larger area.

Sewer basin #11 is immediately south of sewer basin #10 and is not likely to develop sewer collection infrastructure (sewer mains and a sewer lift station) any time in the near future due to the expense of constructing the collection infrastructure and a lack of developable land within sewer basin #11. Sewer basin #10, though, is more likely to be developed in the near future due to lower sewer development expenses and more developable land. As a result, the Public Works Department requests the boundary between sewer basins #10 and #11 be amended to transfer approximately 17 acres from sewer basin #11 to sewer basin #10.

Because both sewer basin #10 and sewer basin #11 will discharge to sewer basin #8, the sewer flow rates to downstream sewer infrastructure would not be altered by the proposed technical amendment. Therefore the Public Works Director believes the information

provided sufficiently justifies a technical amendment to the 2009 Wastewater Comprehensive Plan.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

This topic received support from the Public Works Committee when presented at their June 15 meeting.

RECOMMENDATION/MOTION

Move to approve Resolution 1000 for the proposed Wastewater Comprehensive Plan Amendment to Basin #10 and #11.

RESOLUTION NO. 1000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE WASTEWATER COMPREHESIVE PLAN BY REVISING THE SEWER COLLECTION BASIN BOUNDARY BETWEEN SEWER COLLECTION BASINS #10 AND #11.

WHEREAS, in 2008 as part of the City's 56th Street/Olympic Drive Improvement Project the City installed over \$200,000 worth of dry sewer mains within sewer basin #10 intended to serve plats along 38th Avenue; and

WHEREAS, this dry sewer main was installed very deep to maximize gravity sewer flows within sewer basin #10; and

WHEREAS, this deep sewer main was not anticipated when the City's 2009 Wastewater Comprehensive Plan (WWCP) was under development in 2007, therefore sewer basin boundaries in sewer basin #10 were established based on standard sewer main depths; and

WHEREAS, the City's Public Works Department recognizes the deep sewer main creates the opportunity to collect sewer by means of gravity in a larger area; and

WHEREAS, sewer basin #11 is not likely to develop sewer collection infrastructure any time in the near future due to the expense of constructing sewer mains and a sewer lift station and a lack of developable land within sewer basin #11; and

WHEREAS, the Public Works Department requests the boundary between sewer basins #10 and #11 be amended to transfer approximately 17 acres from sewer basin #11 to sewer basin #10 because sewer basin #10 is more likely to be developed in the near future due to lower sewer development expenses and more developable land; and

WHEREAS, both sewer basin #10 and sewer basin #11 will discharge to sewer basin #8, therefore sewer flow rates to downstream sewer infrastructure would not be altered by the proposed technical amendment; and

WHEREAS, Section 1.4.2 of the WWCP requires technical amendments to be adopted by resolution by the City Council; and

WHEREAS, the Public Works Director believes the information provided sufficiently justifies a technical amendment to the WWCP.

WHEREAS, on June 15, 2015, the Public Works Committee heard the City's requested comprehensive plan amendment and recommended the request move forward to the City Council; and

WHEREAS, on June 22, 2015, the Gig Harbor City Council held a public hearing on WH Gig Harbor LLCs requested comprehensive plan amendment

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. Appendix B of the WWCP shall be amended to reflect the revisions to the Wastewater Basin Map as provided in the attached Exhibit "A".

PASSED this 13th day of July, 2015.

Jill Guernsey, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 06/22/15
RESOLUTION NO. 1000



Gig Harbor BoatShop

Preserving the Working Waterfront

PO Box 1187
Gig Harbor, WA 98335

Tel: 253-857-9344
www.gigharborboatshop.org

Board of Directors

President
Guy Hoppen

Vice President
Erik Carlson

Secretary
Stephanie Lile

Treasurer
John McMillan

Gene Pearson
Don Rees
Vern Scott
Jaime Storkman

Advisory Council

Greg Davis
Mark Haley
Gregg Lovrovich
Tom Regan
Gordon Sanstad
Peter Stanley
Tim Lee

June 8, 2015

Dear Mayor and City Council Members:

What began as a grassroots vision in 2006 (to preserve the land, the buildings, and their traditional boatbuilding use) is now a reality. In collaboration with the City, Eddon Boatyard is gaining national recognition. Thanks to the Gig Harbor BoatShop board, staff, and small army of volunteers, the site is vibrant and operational. The Boatyard House project represents the final phase of the community's investment.

Gig Harbor BoatShop delivered a revised Eddon Boatyard House Proposal to each member of City Council on April 23, 2015. **We respectfully request that it be added to the 6/22/15 agenda as an action item.**

In order to maximize public benefit and remain consistent with existing GHB lease agreements (the boatyard building, pier, and float), we recommend that the Boatyard House lease run concurrent with GHB's existing leases. In addition and as the City's partner identified in our 2014 Heritage Capital Grant, our continued collaboration will strengthen the application for state funds to restore the house.

The first GHB Eddon Boatyard House proposal was delivered in December of 2013. Key points of the proposal remain the same:

- Retain the Boatyard buildings as a "historic complex"
- Manage the site (GHB personnel) on behalf of the City to minimize public use conflicts
- Allow general public access to the house (first floor and deck) for community use
- Utilize the second floor for a low-impact use (National Boat Documentation Program)

Gig Harbor BoatShop board, staff, and volunteers have been thoughtful and methodical in our approach to Eddon Boatyard site improvements and our public programming growth. As a result, we are growing exponentially. The Eddon House project will receive the same focused effort by GHB board, staff and volunteers, all of whom want to help ensure collaborative success.

Sincerely,

Guy Hoppen, President
Erik Carlson, Vice President
Stephanie Lile, Secretary
John McMillan, Treasurer

May 27, 2015

Dear Council Member,

I am writing each of you to request your support and approval of the Eddon Brick home to be leased to the Gig Harbor Canoe and Kayak Club. The use of the property has been outlined to each of you by me either in person or on the phone in the past several months. Our written request will be appropriate and similar to other non-profit groups who operate from city owned properties. Our request will support youth sports activity and on the water safety.

The Gig Harbor Canoe and Kayak Club will provide a detailed written proposal for the City's consideration and vote to approve. I have been advised that other non-profit organization(s) are also speaking to each of you individually to gather support for another group(s) to use the property, thus the urgency of this request.

I am requesting that you allow us to also present our request prior to the City and Counsel before acting on another proposal(s) being developed and shared with some or all of the council members.

If you have time, please take a moment and read the attached article that provides some more information about the Gig Harbor Canoe and Kayak Racing team. You may not be aware of the services we provide the physically handicapped.

<http://issuu.com/likemedia/docs/gigharborlivinglocalmay2015/33?e=2599319%2F12593286>

Respectfully,

Richard Pifer

Cc:
Mayor Guernsey
Alan Anderson
Board Members Gig Harbor Canoe & Kayak Team
Gary Glein
Cynthia Kennedy
Jeni Woock
Al Abott

Email PDF Doc transmitted electronically



Subject: Historic Skansie Netshed –
Contract with State

Proposed Council Action: Approve and authorize the Mayor to execute a contract with the Washington State Historical Society for completing a grant for the Skansie Netshed.

Dept. Origin: Administration

Prepared by: Ron Williams

For Agenda of: June 22, 2015

Exhibits: Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
JG 6/19/15
RW 6/19/15
by email

Expenditure: See Fiscal Consideration below

INFORMATION / BACKGROUND

The City entered into a contract with the Coastal Heritage Alliance to make certain improvements to the Skansie Netshed. The Coastal Heritage Alliance secured a grant through the Heritage Capital Projects, administered by the State Historical Society to make those improvements to the netshed and to operate certain programs. For a variety of reasons, the Coastal Heritage Alliance sought to be released from its contract with the city and that request was granted in consultation with the State Historical Society.

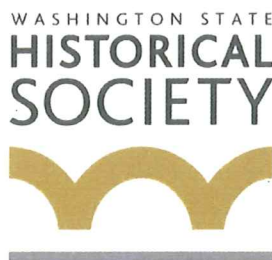
The State Historical Society agreed to transfer the rights and obligations of that grant from Coastal Heritage Alliance to the City of Gig Harbor. The attached documents memorialize that transfer to the City. It includes all the work remaining to be performed on the netshed along with the obligation to conduct various programs long term for 13 years at least.

FISCAL CONSIDERATION

There remains \$29,540.00 of available grant funds to complete the work left to do under this contract. The representatives of the State Historical Society has made assurances that there will be enough money available to pay for the remaining work to be done, however the contract language does not necessarily reduce such assurances to writing.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a contract with the Washington State Historical Society to complete work on a grant at the Skansie netshed.



STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY

HCP 15-22-2
GRANTEE: City of Gig Harbor

1. PARTIES TO THE CONTRACT

This state funded contract for Heritage Capital Projects (Contract) is entered between the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY), and shall be binding upon the agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2013 - 2015 biennium from funds appropriated by the Washington State Legislature in ESSB 5035, which was incorporated into the Capital Budget signed into law by the governor on June 30, 2013. Property control and the project was transferred from the Coastal Heritage Alliance (PRIOR GRANTEE) to the City of Gig Harbor (GRANTEE). RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely to complete the project, Saving What Matters/Phase Two, as described in ATTACHMENT B (SCOPE OF WORK), and for the express purpose of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated eighty-two thousand dollars (\$82,000.00) for this project. Of this appropriation, the total available to be reimbursed for eligible project costs was seventy-nine thousand, five hundred forty dollars (\$79,540.00), with the AGENCY retaining three

percent (3.0%) of the appropriation, two thousand, four hundred sixty dollars (\$2,460.00) as the cost of administering the grant and the contract.

During the original contract, the PRIOR GRANTEE expended and claimed fifty thousand dollars (\$50,000.00) of the original seventy-nine thousand, five hundred forty dollars (\$79,540.00) on eligible project costs. The total remaining funds available to the GRANTEE for reimbursement of eligible project costs is twenty-nine thousand, five hundred forty dollars (\$29,540.00).

During the original contract, the AGENCY retained one thousand, five hundred forty-six dollars (\$1,546.00) of the original two thousand, four hundred sixty dollars (\$2,460.00) administration fee; and, the AGENCY shall retain the total remaining administration fee of nine hundred fourteen dollars (\$914.00).

6. COST SHARE

- a) The total cost of the project shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The remaining amount of cost share shall be fifty-nine thousand, one hundred five dollars and fifty cents (\$59,105.50).
- b) A minimum of twenty-four thousand, four hundred ninety-six dollars and twenty cents (\$24,496.20) of the GRANTEE's cost share of the total project must be cash. A maximum of thirty four thousand, six hundred nine dollars and thirty cents (\$34,609.30) of the GRANTEE's cost share of the total project may be in-kind, which may include the remaining value of the lease, nineteen thousand nine hundred seventeen dollars (\$19,917.00).
- c) By signing this agreement, GRANTEE warrants that, at the time of this contract's effective date, ATTACHMENT E (SOURCE OF AVAILABLE FUNDS) accurately represents the cash and in-kind contributions, whether pledged, held by the GRANTEE or expended on this project.
- d) Project expenditures incurred after the Capital Budget is signed into law and prior to the effective date of this contract are eligible for reimbursement only if they are consistent with the terms and conditions of this contract and the GRANTEE complies with the billing procedures described in ATTACHMENT A (GENERAL PROVISIONS). Project expenditures incurred prior to the date the Capital Budget is signed into law by the governor shall not be reimbursed.

7. PERIOD OF PERFORMANCE

The period of performance under this contract shall be from the date of the last signature of the contracting parties to June 30, 2015. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement to maintain ownership or a lease on the subject property and to use it for the express purposes of the grant, as stated in Section 8, shall remain in full force and effect for thirteen years following GRANTEE's completion of the project.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by the Heritage Capital Projects Fund are to be used for the express purpose of this grant. No funds appropriated from the Heritage Capital Projects Fund

shall be used for capital improvements not included in the legislative appropriation and specifically designated in this grant contract with the AGENCY.

- b) As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years beyond project completion; the facilities shall be used for the express purpose of the grant; and, if mobile, used primarily in Washington State. GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of project completion. Failure to maintain ownership or a lease on the subject property for thirteen years following GRANTEE's completion of the project shall constitute a breach of this contract.
- c) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided that; 1) any sale shall be subject to prior review and approval by the AGENCY, and 2) the GRANTEE retains the right to lease and maintain the property for the full thirteen years required in b) above, and to use it for the express purpose of the grant.
- d) Any failure to comply with this provision shall constitute a breach of this contract, and the GRANTEE shall repay all funds received to the state general fund plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2015, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this contract shall be contingent upon the terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not reappropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

- ATTACHMENT A (GENERAL PROVISIONS)
- ATTACHMENT B (SCOPE OF WORK)
- ATTACHMENT C (PURPOSE OF PROJECT)
- ATTACHMENT D (PROJECT BUDGET)
- ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
- ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
- ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S))
- ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

11. ENTIRE CONTRACT

This Contract and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

12. CONTRACT REPRESENTATIVES

The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Jill Guernsey, Mayor, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, 253-853-7611, Guernseyj@cityofgigharbor.net.

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Jennifer Kilmer, Executive Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402, 253-798-5909, Jennifer.kilmer@wshs.wa.gov

13. SIGNATURES

Jennifer Kilmer
Executive Director
Washington State Historical Society

Jill Guernsey
Mayor
City of Gig Harbor

Federal Tax ID #: _____

Date: _____

Date: _____

PRE-APPROVED AS TO FORM ON FILE BY THE STATE ASSISTANT ATTORNEY GENERAL
MAY 20, 2015.

HCP-15-22-2
ATTACHMENT A
GENERAL PROVISIONS

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 - Section 26. Termination or Suspension for Cause
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A. HEADINGS AND DEFINITIONS

1. HEADINGS

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. DEFINITIONS

AGENCY – The Washington State Historical Society.

Authorized Representative – The director and/or the designee authorized in writing to act on the director's behalf.

Cash Match – The liquid financial contributions to a project from the GRANTEE organization or from other sources, which can include available money from grants from foundations, non-state governmental agencies, individuals, corporations, and others.

Cost Share – The GRANTEE's share of the total cost of the project. Includes costs that will be, paid by both cash match and in-kind contributions to complete the project described in the Contract.

Date of Authorization of the Grant – The date the Washington State Legislature initially appropriated funds for the project.

GRANTEE – The applicant that has been awarded a grant of funds and is bound by this executed Contract, including any of the officers, employees, or agents lawfully representing the GRANTEE.

Heritage Capital Project – The project for which the GRANTEE has been awarded a grant of funds and meeting the requirements of RCW 27.34.330 and WAC 255-02.

In-Kind Contributions – The contributions to a project that are not part of the cash match. They may include contributions of materials and supplies, professional consultation, legal and accounting services, architectural design fees, volunteer time, and labor.

Real Property Value – Fair market value of real property, when such property is acquired solely for the purpose of the project, as established and evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser; a current property tax statement; or evidence of the purchase price paid by the GRANTEE. With AGENCY approval, GRANTEE may use real property value as a cash match contribution if the real property was acquired solely for the purpose of this project.

Total Cost of the Project – The amount sought from the Heritage Capital Project's Fund and the amount the applicant will provide as cost share.

B. GENERAL CONTRACT TERMS

3. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. All attachments or material incorporated by reference

4. CONTRACT MODIFICATIONS

- a) This Contract may be modified by mutual agreement of the parties. Such modification shall not be binding unless in writing and signed by both parties prior to implementation of the modification. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification of not more than ten (10) percent of any line item and as described herein is excepted from this clause; but shall not increase the total amount available to the Grantee in this grant.
- c) Notwithstanding any other provision of this Contract, the GRANTEE may, at its discretion, make modifications not to exceed ten (10) percent of each line item in the Project Budget (Attachment B, hereto). The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any budget line item. Budget modifications exceeding ten (10) percent of any line item constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

5. NO WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representatives of the AGENCY and the GRANTEE.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

6. NONASSIGNABILITY

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the GRANTEE, without advance written permission from the AGENCY.

7. INDEPENDENT CAPACITY OF GRANTEE

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

9. HOLD HARMLESS

To the extent permitted by law, the GRANTEE shall defend, protect and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend and hold harmless AGENCY, the state of Washington and agencies, officials, agents or employees of the state.

10. ACKNOWLEDGEMENT

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

11. ETHICS COMPLIANCE

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

- a) The GRANTEE acknowledges that the AGENCY is subject to Chapter 42.56 RCW, the Public Records Act and that this Contract shall be a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the Agency will notify the GRANTEE of the request and the date that such records will be released to the requester unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

D. COMPLIANCE WITH LAWS, RECORDS AND INSPECTIONS

13. COMPLIANCE WITH APPLICABLE LAW

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against Agency, as a result of the failure of the GRANTEE to so comply.

14. RECORDS, REPORTS and AUDITS

- a) The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after the full termination or expiration of the Contract, which includes the 13 year holding period, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the

expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.

15. RIGHT OF ENTRY

The GRANTEE shall provide right of access of its facilities to the AGENCY, or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

16. EVALUATION AND MONITORING

- a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
- b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.

17. HAZARDOUS SUBSTANCES

The GRANTEE will defend, protect and hold harmless the AGENCY, and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release of, hazardous substances, as defined in RCW 70.105D.0200, on the property covered by the Contract.

18. GOVERNOR'S EXECUTIVE ORDER 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

19. PREVAILING WAGE LAW

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wages must be paid. The AGENCY is not responsible for determining whether

prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

20. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

21. NONDISCRIMINATION PROVISION

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (The Americans with Disabilities Act [ADA]).
- b) In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

E. FUNDING, REIMBURSEMENT AND BUDGET

22. REIMBURSEMENT

- a) Payments to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid or (2) actual costs incurred and payable within a minimum of thirty (30) days from the date the reimbursement is requested. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of the work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with authority to bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.

- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

23. RECAPTURE OF FUNDS

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

24. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

F. TERMINATION AND DISPUTES

25. DISPUTE RESOLUTION

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
 - 1. The disputed issue(s);
 - 2. The relative positions of the parties;
 - 3. The GRANTEE's name, address and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so

agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).

- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

26. TERMINATION OR SUSPENSION FOR CAUSE

- a) In the event the Agency determines the GRANTEE has failed to comply with the conditions of this Contract in a timely manner, the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which usually will mean completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

27. TERMINATION FOR CONVENIENCE

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

28. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

29. TERMINATION PROCEDURES

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
- b) Stop work under the Contract on the date, and to the extent specified, in the notice;
- c) Place no further orders or subgrants for materials, services, or facilities related to the Contract;
- d) Preserve and transfer any materials, Contract deliverables and/or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- e) Upon termination of the Contract, the AGENCY shall pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination. The AGENCY may withhold any amount due as the AGENCY reasonably determines is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount to the GRANTEE if the AGENCY later determines that loss or liability will not occur.
- f) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

30. GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

31. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

HCP-15-22-2
ATTACHMENT B
PROJECT SCOPE OF WORK

Saving What Matters (SWM) is a multi-phased project:

SWM Phase 1- This earlier phase accomplished the restoration of the historic Skansie built purse seine vessel *Commencement* which was funded in part with the assistance of HCPF (#WHPG 11-37).

SWM Phase 2- This current phase is focused on the long term-lease and capital improvements to the dock and the interior of the Skansie Netshed. In 2008, SWM/Phase 2- began by performing an *Inventory of Historic Objects* regarding the fishing equipment contained in the net shed; mapping their location by means of still photos, video documentation and drawings. The objects were then moved to a secure off-site storage facility to accommodate the restoration of the net shed structure itself. The *Inventory* process was considered a necessary part of the overall net shed preservation project. Expenditures related to this work are being applied as Cost Share for the current grant #HCPF 15-22. Following a June 2011 Request for Proposals from the City of Gig Harbor, CHA was selected as the programming tenant to lease the shed.

On April 29, 2015, the lease to the property was terminated and all rights were restored to the City of Gig Harbor. As a result of the loss of rights to the property, the grant contract with CHA was also terminated and is being replaced by the new contract with the City of Gig Harbor for completion of the work. With HCPF funding assistance, the project will be completed and the Skansie Net Shed will be opened and accessible to the public by June 30, 2015.

The CHA completed approximately 2/3 of the Project Scope of Work prior to termination of the lease and grant contract. The following remaining work will complete Saving What Matters/Phase Two:

- 1) Design, construct and install safety railing around the end on the net shed dock.
- 2) Complete design & construction of movable maritime skill training stations for a total of five. See drawings submitted as part of grant application.
- 3) Purchase and installation of smoke alarms.
- 4) Purchase and installation of a decorative wood stove and heating system insofar as it is feasible given fire code and other safety considerations.
- 5) Re-install hundreds of the net shed's original fishing objects to create permanent displays.
- 6) Complete the creation of object labels, and construct and install interior & exterior interpretive signage.
- 7) Construct display panels (changeable for various exhibits) and install a historic photo gallery.

PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS

Division 5 METALS

Metal sockets will possibly be fastened to the perimeter of the net shed dock in order to accommodate the installation of wooden safety railing posts.

Division 6 WOOD, PLASTICS AND COMPOSITES

Skill stations will be built of wood. These items will not be affixed to the actual net shed structure; but will be able to be re-positioned within the building as needed to accommodate the anticipated "multi-use" of the facility.

Division 9 FINISHES

The fixtures that are being created may receive a painted or oiled finish.

Division 10 SPECIALTIES

A large part of this project involves the design and installation of interpretive displays that feature the net shed's original collection of fishing objects. Signage will be a component of the displays; as well as both historic and contemporary photos. Instructional signage will also be required at the various interactive "skill stations". The "skill stations" to include a ships caulking station, a knot tying station, a fish net mending station, net hanging benches and a rigging station. Interpretive signage.

Division 21 FIRE SUPPRESSION

Smoke alarms will be purchased and installed.

Division 23 HEATING VENTILATING AND AIR CONDITIONING (HVAC)

A small decorative wood stove should be installed but need not be functional to produce heat in light of fire code concerns. Grantee should also consult with the City of Gig Harbor fire marshal to determine whether any other heating system is feasible given the historical constraints and the fire code issues with this structure.

CERTIFICATION

The City of Gig Harbor, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the City of Gig Harbor governing body or board of directors, as applicable, as of the date written below. The City of Gig Harbor shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

CITY OF GIG HARBOR REPRESENTATIVE

TITLE

DATE

HCP-15-22-2
ATTACHMENT C
PROJECT PURPOSE

The purpose of Saving What Matters/Phase Two is to bring the 103 year old Skansie Brothers Net Shed into operational condition so that the doors can finally be opened to the public on a safe and regularly scheduled basis. The proposed restoration upgrades will allow the new GRANTEE, City of Gig Harbor, and other community civic organizations the opportunity to enhance their current heritage-based educational programming activities to a significant extent. The Skansie Brothers Net Shed will become the only authentically preserved commercial fishing net shed in Gig Harbor to accommodate visitation by the general public, both tourists the residents alike.

The physical location of the restored Net Shed will ensure a large number of visitors per year. The exact schedule of public programming operation upon completion of the Net Shed project has yet to be decided. Specific uses of the restored site will be: 1) open for self-guided and guided tours; 2) maritime skill demonstrations and training; 3) cultural heritage story telling and oral history documentation; 4) facility to load and unload harbor tour passengers aboard vessel *Commencement*; 5) viewing of local fishermen building and repairing their nets; 6) unique waterfront viewing location; 7) guest speakers and maritime documentary presentations; 8) open for special events during Skansie Park festivals, farmers market, community gatherings, etc.

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in the Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

CITY OF GIG HARBOR REPRESENTATIVE

TITLE

DATE

**HCP 15-22-2
ATTACHMENT D
PROJECT BUDGET**

| Cost Category | Grantee Cost Share | | HCPF | Totals |
|-----------------------------|------------------------|------------------------|--------------|-------------|
| | Cash Match | In-kind | Grant Funds | |
| Project staff | 0 | 0 | Not Eligible | 0 |
| Architecture/Engineering | 0 | 0 | 0 | 0 |
| Construction/Rehabilitation | 0 | 0 | 0 | 0 |
| Permanent exhibitions | 0 | 0 | 0 | 0 |
| Consultants | 0 | 0 | 0 | 0 |
| Site Work | 0 | 0 | 0 | 0 |
| Value of lease | Not Eligible | 19,917.00 | Not Eligible | 0 |
| SUBTOTALS | Minimum \$24,496.20 | Maximum \$34,609.30 | \$29,540.00 | \$88,645.50 |
| HCPF Administration – 3% | Not Eligible | Not Eligible | \$914.00 | \$914.00 |
| GRANTEE/HCPF TOTALS | \$59,105.50 | | \$30,454.00 | \$89,559.50 |

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2015.

CITY OF GIG HARBOR REPRESENTATIVE

TITLE

DATE

**HCP 15-22-2
ATTACHMENT E
SOURCE OF AVAILABLE FUNDS**

| <u>TYPE OF FUNDS</u> | <u>AMOUNT</u> |
|---|----------------------|
| HCPF FUNDS – Total Legislative Appropriation | \$30,454.00 |
| GRANTEE’S FUNDS – Cash Match or In-kind Contributions: | \$59,559.50 |
| Sources and amounts to be listed here: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL PROJECT FUNDS | \$89,559.50 |

CERTIFICATION

The GRANTEE, by its signature, certifies that the project funding set forth above in the Source of Available Funds has been reviewed and approved by the GRANTEE’s governing body or board of directors, as applicable, as of the date written below.

At least 75% of the GRANTEE’s funds shall have been expended for eligible project expenses, or shall be committed in writing and available, and will remain committed and available solely and specifically for carrying out the project as described elsewhere in this contract. Up to 25% of the GRANTEE’s funds may be projected to be received by June 30, 2015.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY’s review upon request.

GIG HARBOR REPRESENTATIVE

TITLE

DATE

HCP 15-22-2
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Hazardous Substances - RCW 70.105D.0200
- Governor's Executive Order 05-05
- Prevailing Wage Law - RCW 39.12
- Industrial Insurance - RCW 51
- Nondiscrimination - RCW 49.60
- Americans with Disabilities Act - 42.U.S.C. 12101 et.esq.
- High Performance Public Buildings (LEED) - RCW 39.35D

GIG HARBOR REPRESENTATIVE

TITLE

DATE

HCP 15-22-2
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)

Address: The Saving What Matters/Phase Two project is located at the Skansie Netshed in the Skansie Brothers Park, 3207 Harborview Drive, Gig Harbor, WA, 98335.

Washington State Legislative District: #26.

GPS Coordinates: Lat.47.330526 Long. 122581877

Parcel Number: 022082232

Legal Description:

Section 08 Township 21 Range 02 Quarter 21 PARCEL A DBLR 2004-06-02-5005 DESC AS FOLL
COM AT NW COR SEC 8 TH S 88 DEG 18 MIN 20 SEC ALG NLYLI SD SEC 1797.63 FT TO
INTER OF ROSEDALE ST NW & HARBORVIEW DR NW TH 88 DEG 18 MIN 46 SEC E 35.31 FT
TO ELY R/W & POB TH N DEG 08 MIN 34 SEC W 20.70 FT TH 28 DEG 30 MIN 24 SEC W 12.52
FT TH N 37 DEG 22 MIN 14 SEC E 176.57 FT TH S 52 DEG 37 MIN 46 SEC E 60 FT TH S 37 DEG
22 MIN 14 SEC W 59.5 FT TO GOVT ML TH S 33 DEG 38 MIN 46 SEC 108.49 FT TO MEANDER
COR BET SECS 8 & 5 TH S 68 DEG 56 MIN 21 SEC E 149.27 FT TH S 34 DEG 03 MIN 39 SEC W
257.22 FT TH N 30 DEG 08 MIN 34 SEC W 313 96 FT TO POB TOG/W 2ND CL TDLDS ABUTT
COMB OF 2-020, 2019, 02-21-05-3120 & 765000-011 0 SEC 2005-1190BL 01-26-05BL

CERTIFICATION

The GRANTEE, by its signature, certifies that the property parcel number(s) and legal description(s) set forth above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GIG HARBOR REPRESENTATIVE

TITLE

DATE

HCP 15-22-2
ATTACHMENT H
LEASES, CONTRACTS AND AGREEMENTS

| Document Title | Parties | Date of Execution | Recorded in: |
|---|--|--------------------------|---------------------|
| Contract for Skansie Netshed Grant with attachments A through H | City of Gig Harbor and State of Washington | June 22, 2015 | Pierce County |

CERTIFICATION

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above (Document Title, Parties, Date of Execution and Date of Expiration) have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE shall provide the AGENCY with notice of any and all modifications to these leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

GRANTEE

TITLE

DATE

June 17, 2015

Mayor Guernsey
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Honorable Mayor Guernsey:

This letter contains comments from the Master Builders Association of Pierce County (MBA) regarding the proposed General Facilities Charges (GFC) coming before the city council on June 22, 2015. The purpose of this letter is to address three concerns: (1) Ambiguity surrounding changes to GFC rates; (2) The potential for deferment of impact fees for new construction; and (3) The date which impact fees vest for plat permit applicants. On behalf of the MBA, thank you for your consideration of these comments.

GFC Charges

The MBA is concerned with the new GFC charges set to be implemented on August 1, 2015, because under the Growth Management Act (GMA) the fees may only be used for increased capacity for new growth, and may not be used for current operations costs associated with existing users.

Under RCW 35.92.025, property owners “shall bear their equitable share of the cost” of water or sewage systems. The law ensures that existing property owners do not pay for growth, and that builders do not pay duplicative costs associated with pre-existing systems that should be paid by existing system users.

Based on the language used in the *GFC & Rate Study*, it is not entirely clear whether new development is paying for growth only, or for growth as well as anticipated costs for pre-existing systems. More specifically, page 1-2 states that “this analysis includes the costs of all existing facilities that will benefit future customers...” This language does not align well with the GMA philosophy widely adopted in Pierce County that growth should pay for growth. Furthermore, table 1-7 in the *GFC & Rate Study* lists the projects included in GFC calculations, but does not detail the purpose for each project. For example, capital improvement project number 3, “Well No. 11—Deep Aquifer Well,” is a cost that applies to new development only, but the table does not specify how this source of water meets new demand only. To the concerned observer, it is nearly impossible to tell whether this well is new capacity, or just a replacement for existing sources that have been depleted. The MBA would request that the City Council delay passing the proposed GFC increases until further detail is provided by Peninsula Financial Consulting to ensure that growth is paying for growth.

Deferment of Impact Fees

By September 1, 2016, municipalities will be required to adopt impact fee deferment options for new development. According to SB 5923 which was signed into law on May 11, 2015, builders will have the option to defer payment of impact fees until final inspection of the property, issuance of certificate of occupancy or equivalent, or until the time of closing of the first sale. The deferment applies to the first twenty homes per jurisdiction, per builder. However, each jurisdiction may elect, by ordinance, to allow for additional deferments for each applicant. The MBA is asking the City of Gig Harbor to consider deferment of impact fees now, rather than waiting for the effective date of the new law. Many small to mid-size builders in Pierce County struggle to carry the significant financial burden of impact fees, often times for a year or more. This cost weighs heavily on many companies because it is often difficult or impossible to find financing for such unsecured costs, and many builders also find it difficult to make important capital acquisitions when a large amount of their funds are tied up in impact fees.

The MBA respectfully requests that you consider an early adoption of policies that will soon be state law, and which will greatly benefit many builders in the community.

www.mbapierce.com

Impact Fee Vest Date

It has come to the attention of the MBA that the current vest date for impact fees for preliminary plat applicants in Gig Harbor is the date which fees are paid, not when the application is submitted. The proposed fees will change as of August 1, 2015. We would request that you consider allowing current preliminary plat applicants to vest their fee rate as of the date they apply/applied. Builders applying for permits right now are prepared to pay their equitable share of water and sewer systems, as those costs are allocated today. It is unnecessarily burdensome to ask builders that have submitted preliminary plat applications or will submit applications prior to August 1, 2015 to increase GFC charges to an amount far above what many have been planning to pay as part of their business plans in the City of Gig Harbor.

Thank you once again for your consideration of these comments. If you have any questions feel free to contact me at (253) 272-2112 ext. 105.

Sincerely,



Jeremiah Lafranca
Government Affairs Director

Cc: Timothy Payne, Position #1
Steven Ekberg, Position #2
Casey Arbenz, Position #3
Rahna Lovrovich, Position #4
Ken Malich, Position #5
Michael Perrow, Position #6
Paul Kadzik, Position #7

www.mbapierce.com



BEN B. CHENEY FOUNDATION

"Helping people and their communities"

June 22, 2015

Jill Guernsey
Mayor
City of Gig Harbor
Gig Harbor WA 98335

Dear Mayor Guernsey,

I write to you today as a 30-year resident and citizen of Gig Harbor and also on behalf of the Ben B. Cheney Foundation regarding the Gig Harbor Canoe and Kayak Club. I understand that the agency is on the Council's agenda tonight with issues regarding their operational needs and a permanent home. I want to specifically ask that the City Council would give every consideration to support their proposal.

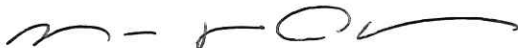
The Gig harbor Canoe and Kayak Club is offering a valuable service that is having a positive impact on many youth in our area. The programming is first rate and producing stellar results. A number of the participants have achieved national acclaim in competitions and some have earned college scholarships with the accomplished training program.

The Cheney Foundation has particular interest in their service as an agency committed to youth. As a local family foundation, the Ben B. Cheney Foundation, has a long history of support in Gig Harbor with a mission of making our community better for all. We look forward to the day when our grant making can support the purchase or renovations of a facility that the Gig Harbor Canoe and Kayak Club can call their permanent home.

Once again, on behalf of myself and the Ben B. Cheney Foundation I respectfully ask that the City Council assists the Gig harbor Canoe and Kayak Club secure a permanent home.

Most sincerely,

BEN B. CHENEY FOUNDATION



Bradbury F. Cheney
Executive Director

MAKING HISTORY....

Gig Harbor Canoe & Kayak Racing Team request to expand current operations to include use of the Eddon brick home located at 3207 Harborview Dr., Gig Harbor Washington

2014 USA National Championship Team

Please help the team to remain in Gig Harbor

The Gig Harbor Canoe and Kayak Race Team is committed to coaching children aged 9 to 18 years old in the paddle sports of Olympic Canoe and Kayaking.

<https://www.teamunify.com/TabGeneric.jsp?tabid=106597&team=recwaghck>

GHCKRT has a history of excellence in the sport of Canoe/Kayak, producing multiple National Champions and world class athletes. Numerous young Gig Harbor athletes have gone on to represent the USA at the Junior World championships and Olympic Hope Regattas at locations throughout Europe and North America. This talented team is also proud to have won the USA National Team Championships in 2012, 2013, and 2014.

The Gig Harbor Canoe and kayak racing team is seeking an **interim** home at the Eddon City Park located at: 3805 Harborview Drive. Currently there is no dedicated or signed agreement for any non-profit or park district use of the Eddon brick home. The team is aware that another nonprofit group would like to utilize the upstairs of the home. The team is fully supportive in sharing the upstairs portion with any other nonprofit group the city deems appropriate.

<http://www.cityofgigharbor.net/eddon-boat-park/>

The team is seeking the opportunity to utilize the vacant Eddon brick home as a warm and safe place for the athletes' belongings and a place to have team meetings. The team practices nearly year-round and currently has no enclosed heated shelter.

The interim use of the Eddon Public Park is not anticipated as a permanent solution since the team embraces the city vision and development of the Ancich waterfront Park. Utilizing the Eddon public launch in conjunction with the brick home assures continued growth and sustainability of this important team and youth activity.

The use of the Eddon Park facility would be in addition to the current facility use agreement for the property located at 3207 Harborview Dr., Gig Harbor, WA. The current agreement restricts continued growth of the team. Item number nine states: "limitation on membership use. GHCK shall limit the membership use of the property to 45 members of the racing team and 15 members of the development team.

Why does the team need this additional space?

- The restrooms provide a secure place for the kids to change into dry clothes.
- The brick home provides a warm place for the athletes during the fall, winter and spring months that they practice.
- Utilizing the Eddon Park allows the team continued growth opportunity.
- The waterway is much less congested during the summer months providing a safer area for the team to launch and practice.
- Securing the Eddon brick home provides a physical location for the club to launch fundraising activities to support the team and create an enhanced awareness of the

Ancich human powered craft Waterfront Park as a long-term solution for the Gig Harbor Canoe and kayak racing team.

- This Eddon property also provides additional boat storage opportunities, freeing up the much more utilized park at 3207 Harborview Dr. also known as Jerisich Park and Skansie Brothers Park. The Jerisich and Skansie Park is utilized by: Maritime Gig, Concerts in the Park, Harbor Wild Watch, Paddlers Cup, Rotary Flag Day, defunct Skansie net shed nonprofit group, Blessing of the Fleet, Gig Harbor Visitor Center, public boat dock, public pump out station, Harbor Hounds, tree lighting holiday activities and the new farmer's market.

How does the team intend to use the property?

- Team meetings
- Store backpacks and personal belongings while practicing.
- Store paddles and other team equipment.
- Provide canoe and kayak safety training classes to the public.
- Develop on going public programming as the City deems necessary and appropriate to assure team use is consistent with other non-profit organizations using city owned property.
- Enhance the dock by adding a grated removable fingered multi launching kayak & canoe platform. Please note the City currently lists the float as "public kayak launch access".
- Store team boats on the property. The team has identified the following potential storage possibilities:
 - Racks can be placed in front of the Eddon brick home and will not block any existing public views.
 - Racks can be placed behind the Eddon brick home and will not block any existing views.
 - Racks can be installed on the rails of the pier for storage. Currently another nonprofit stores boats directly on the pier and our proposed racks would utilize the opposite side of the pier not interfering with what appears to be an approved small boat storage solution.
 - The team is also interested in a possible lease or sub-lease of the lower enclosed section of the Boat Shop property owned by the City which would provide enclosed protected secure storage.

City of Gig Harbor Counsel Members concerns and past comments:

- The intersection of Harborview and Stinson is too dangerous for the team to cross the street and occupy the property. Solution: change two parking spots directly in front of the property to loading and unloading only. Team parents will drop kids off at those two spaces, thus they will not need to cross a dangerous intersection.
- No parking available. Solution: utilize the over 30 parking spaces north of Eddon Park. Except when fishermen are utilizing the spaces or the museum is having an event, the spaces between History Museum and Eddon Park are generally empty.
- This property was envisioned as a community meeting space by the parks commission in 2008. Comment: there currently is no written proposal on file with the city supporting this statement that I have been able to secure. We have Lita Dawn Stanton confirmed in a meeting with the mayor and city administrator that there is no committed use for the Eddon home.

If councilmembers have other specific concerns, the team would appreciate the opportunity to know those concerns and work on a solution which will allow the team to secure the Eddon property and continue their positive growth in Gig Harbor.

How does providing public resources benefit the city of Gig Harbor?

- Year-round youth activity program that is provided with no additional funds required from the city.
- Future Olympians have been identified as part of this team.
- The team hosts the Paddlers Cup and Dragon Boat races which brings visitors to the city who spend dollars in both hotels and shops.
- Expanding to the Eddon property better utilizes congested waterways during busy summer months providing safer waters for beginning athletes as well as recreational kayakers utilizing the improved dock as proposed by the team.
- The Rotary Club of Gig Harbor has financially endorsed past team projects by committing \$25,000 plus labor for the team. The Gig Harbor Rotary board endorses and supports the Gig Harbor Canoe and kayak racing team.

Meet Megan Blunk:

At Peninsula High School in Gig Harbor, Washington, she competed in soccer, basketball, volleyball, track and softball. But barely a month after graduation in 2008, she was a passenger on a friend's motorcycle that went down a 30-foot incline and smacked into a fence. Blunk broke 18 bones and was left paralyzed from the waist down.

Through two years of intense rehabilitation, Blunk regained the use of her quadriceps and can now "waddle," as she calls it, without a walker, though balance is difficult. But movement was only a part of her challenge.

"I'd always had some depression, and I was a good athlete who didn't really believe in myself," she said. "I knew if I was going to be happy again, I was going to have to do something that I would have done before the accident. Being able to look forward to the goal of the Paralympics has helped me immensely."

She gravitated to basketball first, and quickly got to a high enough level that she was offered a scholarship to play on the wheelchair team at Illinois. In 2012, needing "something to keep me motivated" during her summer break from school, **she found herself at the docks of the Gig Harbor Canoe and Kayak Club.**

"I knew right from the beginning we had something special," said her coach, Alan Anderson. "Like anyone, she fell in her fair share, but it was clear she felt at ease and was relaxed on the water."

And fast. By the following year, Blunk had earned her way to the world championships in Duisburg, Germany, where she won silver medals in the Trunk and Arms (TA) classification in both K-1 (kayak) and V-1 (va'a, or outrigger) races. Last summer in Moscow, with basketball taking more of her time and a window of barely three weeks to train, she was fourth in both events.

Blunk was elated that the sport of Paracanoe and the Sprint Kayak discipline was added for the 2016 Paralympic Games — not just for the chance to win a medal, but in the respect that it could help grow the discipline in the United States.

"And it's getting harder for me all the time," Blunk said. "I'm getting pulled in different directions, and it's hard not being able to devote more time to Paracanoe."

"But I love the racing aspect. I used to run track — I was always fast — and loved pushing myself as much as I can. It's exciting to go fast again."

<http://www.teamusa.org/News/2015/February/26/Megan-Blunk-Balances-Life-As-A-Two-Sport-Athlete-Looking-Towards-Rio>

I hope that you will find the Gig Harbor Canoe and Kayak Racing team as important as any other use of the Eddon brick home and public dock.

We truly need to keep this valuable team and community resource here in Gig Harbor and not risk losing these great young athletes and members of our community to another city.

Respectfully,

Richard Pifer

Volunteer for the Gig Harbor Canoe and Kayak Racing team.