

# City Council Meeting

**February 22, 2016**  
**5:30 p.m.**



**AGENDA**  
**GIG HARBOR CITY COUNCIL**  
**February 22, 2016 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** Presentation of Colors: Cub Scout Pack 27

**CONSENT AGENDA:**

1. Approval of City Council Minutes Feb. 8, 2016.
2. Liquor License Action: a) Application – Dickey’s BBQ;
3. Receive and File: a) Planning Commission Minutes: January 7<sup>th</sup> and 21<sup>st</sup>, 2016; b) Public Works Committee Minutes Jan. 11, 2016; c) Downtown Waterfront Alliance Yearly Report; d) Parks Commission Minutes Jan. 6, 2016; e) AWC Board Recruitment.
4. Proclamations: a) Law Day.
5. Second Reading of Ordinance No. 1030 - Jerisich Dock Code Amendments.
6. Pioneer Way Sewer Replacement Project – Close-out Change Order.
7. Woodworth Tank Demolition – Small Works Contract Award.
8. Approval of Payment of 2016 Bills Feb. 22, 2016: Checks #80501 through #80614 in the amount of \$373,895.31.
9. Approval of Payment of 2015 Bills Feb. 22, 2016: Checks #80615 through #80626 in the amount of \$70,061.98.

**PRESENTATIONS:**

1. Law Day Proclamation – Stacy Colberg.
2. Open Government, Shawna Wise.

**OLD BUSINESS:**

1. Second Reading of Ordinance No. 1331 – Cross Connection Control and Backflow Prevention.

**NEW BUSINESS:**

1. Resolution No.1027 - Moorage Rates at Jerisich Dock.
2. Chamber of Commerce Lease Agreement Renewal.
3. 2016 Pierce Transit Trolley Service Agreement.

**CITY ADMINISTRATOR / STAFF REPORT:**

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Boards and Candidate Review Committee: Tue. Feb. 23<sup>rd</sup> at 4:00 p.m.
2. Planning / Building Committee: Mon. Mar 7<sup>th</sup> at 5:30 p.m.
3. Public Works Committee: Mon. Mar. 14<sup>th</sup> at 4:00 p.m.

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.30.110(i).

**ADJOURN to Workstudy Session:** Real Estate Excise Tax (REET) Funds.

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



















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

**CALL TO ORDER / ROLL CALL:**

Present: Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne, and Kadzik.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

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

**MOTION:** Move to approve the Consent Agenda as presented.  
Lovrovich / Malich - unanimously approved.

**PRESENTATIONS:**



1. **Pierce County Reads Proclamation.** Tracey Thompson and Terri May, Pierce County Library, presented information on the “Pierce County Reads” program. Ms. Thompson introduced this year’s featured writer, Sherman Alexi, and Ms. May passed out copies of five of his books donated by the Pierce County Library Foundation. Council was asked to pass on the books after reading. Ms. Thompson shared information on the library’s new Strategic Plan.

2. **Waterfront Farmer’s Market.** Pat Schmidt, President of the Downtown Waterfront Alliance, reported on the successful 2015 Farmer’s Market and introduced Heidi Gerling to talk about plans for the upcoming year.

**Heidi Gerling, Farmer’s Market Manager** talked about what’s coming up in 2016 and plans to partner with local organizations, and to increase visitors to Gig Harbor.

**OLD BUSINESS: None.**

**NEW BUSINESS:**

1. [Public Hearing and First Reading of Ordinance – Cross Connection Control and Backflow Prevention.](#)   Public Works Director Jeff Langhelm explained that these standards are a requirement of the Washington State Department of Health in order to prevent contamination of the city's drinking water supply. Council has the option of hiring a contractor to perform the testing and bill the property owner, or to have the property owner do the testing and submit the report to the city upon completion. He answered questions.



[Mayor Guernsey opened the public hearing at 5:47 p.m.](#) No one came forward to speak and the hearing closed.

Mr. Langhelm reiterated the two options and responded to concerns. Council voice a preference for the property owners to continue to do the testing and submit a report to the city. This will return at the next meeting for a second reading and adoption.



2. [Public Hearing and First Reading of Ordinance - Jerisich Dock Code Amendments.](#) Chief of Police Kelly Busey presented highlights to these proposed amendments to city code to add provisions for moorage rules and regulations at Jerisich Dock. He answered questions.

[Mayor Guernsey opened the public hearing at 6:07 p.m.](#) No one came forward and the hearing closed.

This will return at the next meeting on the Consent Agenda for a second reading and adoption.

3. [Downtown Waterfront Alliance Contract Renewal.](#)   City Administrator Ron Williams provided a little background information and described this contract as the city's primary contribution to economic development in the critical downtown core. He praised the organization and asked Council to consider the renewal of their contract.

MOTION: Move to authorize the renewal of the contract with the Downtown Waterfront Alliance Contract.  
Payne / Perrow – six voted yes. Councilmember Lovrovich abstained as she serves on their Board.



4. [Economic Development Board Pledge.](#)   City Administrator Ron Williams presented this request from the EDB to renew the city's five-year pledge for support to continue their mission to attract new and retain existing businesses in Pierce County. Councilmembers discussed the benefit of this contribution.

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



5. [Public Records Request Policy.](#)   City Clerk Molly Towslee presented information on this policy to memorialize the city's methods of responding to public records requests.



MOTION: Move to approve the Public Records Request Policy as presented.  
Malich / Arbenz - unanimously approved.

6. [Nomination to the Zoo and Trek Authority Board.](#)   City Clerk Molly Towslee explained that Pierce County Regional Council is request nominations of elected officials to service on the Zoo and Trek Authority Board.

After a brief discussion, Councilmember Malich nominated Councilmember Michael Perrow. This nomination will be forwarded to PCRC for consideration.

7. [Rescind Resolution No. 1024.](#)   Planning Director Jennifer Kester presented the background for this recommendation to rescind this resolution adopted at the last council meeting due to violations. When the plat is brought into compliance, a resolution will come back before Council.

MOTION: Move to rescind Resolution No. 1024 that approved the final plat at The Village at Holly Circle.  
Payne / Malich - unanimously approved.

#### **CITY ADMINISTRATOR / STAFF REPORT:**

[Legislative Update:](#) City Administrator Ron Williams gave a brief report on recent happenings in Olympia.

#### **PUBLIC COMMENT:**

[Bill Fogerty – 3614 Butler Drive.](#) Mr. Fogerty thanked the city for its participation and support of the Downtown Waterfront Alliance. As a former board member of the Alliance, he countered recent social media posts criticizing this partnership by saying he appreciates the spirit of cooperation by the city.

[Al Abbott – 6908 Rainier Avenue.](#) Mr. Abbott, who currently serves on the membership committee for the Alliance, read a “Who’s Who” list of past members. He talked about the successful partnerships with other local organizations, and the results of those partnerships. He thanked the city for their support.

[Gary Glein – 3519 Harborview Drive.](#) Mr. Glein thanked Council for approving the contract. He spoke of why he chooses to live in the Millville Neighborhood, and the key nature and greatest strength of the city: volunteerism and working together. He voiced concern with the attempt to attack the Council and the Alliance. He spoke highly of the integrity of the Alliance and made a plea for all of us to work together.

[Pat Schmidt – 4621 Holly Lane NW.](#) Ms. Schmidt said it’s all been said before, but she wanted to thank Council. Everyone understands the opportunity that the Alliance brings to the city; which is their mission, and they will continue to show that level of commitment.

[Theresa Garret Miller -3590 SE Burley-Olalla Road.](#) Ms. Miller is the owner of Bella Kitchen on Harborview Drive and Uptown. She talked about her history in the community, and shared her opinion that the Downtown Waterfront Alliance has successfully fulfilled their mission

statement, and is a tremendous support to the downtown businesses. She voiced her appreciation for the DWA.

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

[Mayor Guernsey](#) reported on the Boat Show. She recognized Karen Scott, Mandy Silver, and the many other volunteers for their efforts in staffing the booth.

[Councilmember Payne](#) added that the booth was spectacular. He said several private entities displayed as well, resulting in a great representation for Gig Harbor.

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

MOTION: Move to adjourn at 6:42 p.m.  
Perrow / Kadzik – unanimously approved.

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Jill Guernsey, Mayor

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Molly Towslee, City Clerk

NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK  
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov  
DATE: 2/09/16

UBI: 603-563-678-001-0001

License: 405752 - 1U County: 27  
Tradename: DICKEY'S BARBECUE PIT WA #993

APPLICANTS:

TLD ENTERPRISES GIG HARBOR LLC

Loc Addr: 4726 BORGEN BLVD SUITES B & C  
GIG HARBOR WA 98332

DRIVER, THOMAS  
1961-04-18

Mail Addr: PO BOX 224  
PORT ORCHARD WA 98366-0224

DRIVER, SHANNON E  
(Spouse) 1958-01-22

Phone No.: 360-620-5017 THOMAS DRIVER

Privileges Applied For:  
BEER/WINE REST - BEER

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK

RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 2/17/16

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 600-643-518-001-0381

APPLICANTS:

License: 360178 - 1U County: 27

Tradename: SAFEWAY #3321

SAFEWAY INC.

Loc Addr: 4831 POINT FOSDICK DR NW  
GIG HARBOR WA 98335-1732

DIMOND, ROBERT B  
1961-06-20

Mail Addr: PO BOX 29096 MS 6531 TAX, NASC  
PHOENIX AZ 85038-9096

DIMOND, SHERRIE EILEEN  
(Spouse) 1965-01-25

EDWARDS, ROBERT LYNN  
1955-08-15

Phone No.: 253-582-5844

FOX, BRADLEY S  
1955-12-31

FOX, ROBIN SCHOETTLER  
(Spouse) 1959-11-05

GORDON, ROBERT A  
1951-09-14

Privileges Upon Approval:

- BEER/CIDER GROCERY GROWLERS
- GROCERY STORE - BEER/WINE
- SPIRITS RETAILER
- BEER AND WINE TASTING
- DIRECT SHIPMENT RECEIVER-IN/OUT WA
- WINE RETAILER RESELLER

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

1.21.16

LJ



**Minutes**  
**City of Gig Harbor Planning Commission**  
**Work Study Session**  
**Gig Harbor Civic Center – Community Rooms A&B**  
**January 7, 2016**

**5:00 p.m. - Call to order, roll call**

*Present: Meridith Hatch, Rick Gagliano, Bill Coughlin, Spencer Hutchins, Craig Baldwin, Reid Ekberg, Pamela Peterson*

*Staff: Lindsey Sehmel, Leah Johnson*

**Approval of Minutes:** December 17th, 2015

*Motion: Move to approve minutes Hatch/Baldwin, Motion Carried.*

*Chair Reid Ekberg opened discussion on Cottage Housing among commission members*

**Work Study Session – Community Rooms A&B**

- 1. Cottage Housing** – Draft questions for community survey; discuss feedback received to date from outreach efforts of commissioners gauging development interest in cottage style homes.

*Commission members sketched out ideas on a basic foundation to move forward with.*

*Staff Lindsey Sehmel will take sketched ideas and potential definitions and draft into code language to work on for next meeting.*

01:40:04

**Other Business**

**Harbor Element Sub-Committee Report**

*Staff Lindsey Sehmel shared updates on sub-committee report along with upcoming events that will be taking place.*

**Adjournment**

***Motion: Move to adjourn at 6:48 PM***



**Minutes**  
**City of Gig Harbor Planning Commission**  
**Work Study Session**  
**Gig Harbor Civic Center – Community Rooms A&B**  
**January 21, 2016**

**5:07 p.m. - Call to order, roll call**

**Present:** Reid Ekberg, Meridith Hatch, Spencer Hutchins, Rick Gagliano, Craig Baldwin, Bill Coughlin

**Staff:** Lindsey Sehmel, Jennifer Kester, Leah Johnson

**Approval of Minutes:** January 7, 2016

**Motion:** Move to approve and adopt 1.07.16 minutes. Hutchins/Baldwin motion carried.

**Work Study Session – Community Rooms A&B.**

*Staff and Commissioners discussed areas that needed more detailed focus.*

- 1. Cottage Housing** – Review draft memo regarding work to date. Focus on highlighted areas and need to finalize recommendation on those areas. Schedule public hearing for February 18<sup>th</sup>, 2016.

**Motion:**  
01:45:06

*Move to instruct staff to compose necessary documents for presentation in accordance with what we have discussed and for review by the chairman before being published.  
Hutchins/Hatch Motion carried.*

**Other Business**  
**Harbor Element Sub-Committee Report**

*Staff Lindsey Sehmel updated commissioners on numbers of people signing up for the information gathering sessions and how meetings have progressed thus far. Sehmel also covered upcoming meeting's agenda.*

**Adjournment:** Motion to adjourn 6:56PM Gagliano/Baldwin, Motion carried.



**2015**

## **THE ALLIANCE YEAR IN REVIEW**

**Mission:** *To create economic vitality consistent with maintaining the downtown waterfront's unique historic character*

### **2015 Administration:**

State designated Main Street™ since 2011  
Nationally Certified Main Street™ program 2012, 2013, 2014, 2015  
Executive Director - Mary DesMarais  
Special Projects Coordinator - Josh Sherwin  
Farmers Market Manager - Kathleen Rose / Heidi Gerling (10/1-12/31/15)  
Office - 3311 Harborview Drive, Gig Harbor, 98335

### **2015 Volunteer Committees:**

- **Board of Directors** *Provide organizational leadership, direction and goal setting*
- **Design** *Encourage improving the physical image of downtown as a place attractive to shoppers, business owners and visitors*  
(Chair, Gary Glein)
- **Economic Development** *Strengthen and diversify the economic vitality of the waterfront district while balancing our historic character*  
(Co-Chair, Stephen Rouner)  
(Co-Chair, Chuck Meacham)
- **Organization** *Attract people and money to assure financial needs are met and that the board, staff, and volunteer staffing is effective*  
(Co-Chair, Stephanie Payne)  
(Co-Chair, John Lantz)
- **Promotions** *Promote the downtown waterfront as the center of commerce, culture, and community for residents and visitors alike*  
(Chair, Josh Sherwin)
- **Wine & Food Festival** *Coordinate and plan a premier event showcasing Gig Harbor and the Puget Sound region*

### **2015 Alliance Board of Directors:**

- **Pat Schmidt, President**
- **Mike Henery, Vice-President**
- **John Lantz, Secretary**
- **Nancy Stolz, Columbia Bank, Treasurer**
- **Gary Glein, Immediate Past President**
- **Randy Blue, Java & Clay Cafe**
- **Bill Fogarty, Water's Edge Gallery & Framery, Inc.**
- **Rahna Lovrovich, Gig Harbor City Council/Fishing Community**
- **Chuck Meacham**
- **Blake Merwin, Gig Harbor Fly Shop**
- **Peter Stanley, Tides Tavern**
- **Ron Williams, City of Gig Harbor**

## 2015 Key Accomplishments and Projects:

- **Girls Night Out**, our premier, award-winning event with the largest impact on our downtown merchants, saw nearly 2,000 participants and an estimated \$125,000 in revenue generated in the district. *Total Income = \$21,468.85 [Sponsorships = \$5200 / Participant Fees = \$15,813.85 / Merchant Fees = \$455] Total Expenses = \$20,893.20*
- Other key promotions were continued including, Chalk the Harbor (200+ participants), Trick or Treat in the Harbor (2,000+ attendees), and multiple events throughout the Candlelight Christmas in the Harbor weekend. Increased social media reinforced and promoted all our events. Funding from the City and money received through our B&O Tax Credits contribute to holding events that do not generate income:
  - Halloween - \$00.00 Income / \$262.38 expenses*
  - Candlelight Christmas in the Harbor - \$00.00 Income / \$2,306.74 expenses*
  - City Tree Lighting - Sponsorships = \$190 / Expenses = \$250.79*
  - Chalk the Harbor - \$00.00 Income (though we receive a promotional chalk donation from Peninsula Light) / Expenses = \$744.42*
- With the City as a partner, we completed a **Walking Audit** review with Seattle based "Feet First" - see attached report and summary.
- **Traffic Count Study** - was conducted to provide data to the city on car counts in the downtown district. The numbers they were using were not inclusive of late afternoon hours - and our study showed that the downtown corridor is becoming a commuter route, causing congestion and safety issues for pedestrians.
- **Gigging Up the Harbor** (1st Annual Clean-Up Day): In response to the approach of the US Open, the Alliance planned our first downtown clean-up day. Planned by two members of the Design Committee, we had over 50 volunteers participating, 4 local restaurants providing food for the volunteers, and one local business donating hundreds of bedding plants. Volunteers weeded flower beds, planted flowers, pressure washed sidewalks, cleaned up garbage, etc. We also had shop owners joining us in the clean-up of the areas directly in front of their businesses. This well received project will become an annual event.  
*Income = \$00.00 / Expenses = \$368.91/ In-kind donations of food and bedding plants*
- As a benefit of being a designated Main Street Organization, we were eligible to receive a **Building Assessment** conducted by the Department of Archeology and Historic Preservation and the State Main Street Program (report attached). Moving forward the Design Committee will be reviewing the recommendations and provide the report to the property owners of buildings assessed.

One of the recommendations from that assessment has come to pass with the restoration of "The Finholm Marketplace." Two specific recommendations from the assessment came to fruition with the painting of a new, historic mural on the side of the building and the reintroduction of neon in their historic neon sign.
- **Summer Flower Baskets** - the Alliance purchased and maintained 75 baskets for the waterfront district. Twenty five watering volunteers provided nearly 500 hours of volunteer time.  
*Income = \$1250.00 in Sponsorships / Expenses = \$5,361.75*



- **Volunteer Hours** - 2015 Alliance volunteer hours reached over 4300! Thank you to the many hours dedicated by our board of directors, our committee members, our event volunteers, our dedicated flower basket watering crew that maintained 75 baskets all summer, and the hardworking volunteers who provided vendor support at the Waterfront Farmers Market.
- **Summer Trolley Sponsorship** - part of Community Investment Team with City of Gig Harbor, Uptown, and GH Chamber of Commerce. Provided \$5,000 for project.
- **Chamber of Commerce Partnership** - the Alliance provided financial support (\$1,000) to the Chamber of Commerce for the new video they are producing, and together with the Chamber and the City, we purchased the new Gig Harbor banners.
- **Gig Harbor Wine & Food Festival** - A sell-out event, the 800+ attendees enjoyed 25 wineries, 3 breweries, 2 distilleries and 20 restaurant and food vendors. The event was sponsored by Anthony's restaurant, including the appearance of their executive chef, Pat Donahue. Seattle Chef and crowd favorite, Thierry Rautureau, moderated the celebrity chef cook-off between Chef Donahue and Chef Thad Lyman of Brix25. Expanded class offerings, and an improved on-site retail store contributed to a highly successful event. This event is presented in partnership with the Rotary Club of Gig Harbor. Each organization realized \$21,000 in net profit (after expenses and Alliance staff time).  
*\$55,000 - sponsorship; \$83,884.38 other income = \$138,884.38 Total Income from Wine & Food Festival  
\$118,751.65 Total Expenses*
- **Waterfront Farmers Market** - With the support of the City of Gig Harbor, the Waterfront Alliance created a new Waterfront Farmers Market held along the downtown waterfront in our Main Street district. This project was in response to a survey conducted by the City to determine what the community was looking for in a farmers market. Our goal was to return the "farm" to the farmers market and to connect fresh food and farmers to the community. We recruited no craft vendors for this market, and two of our district restaurants prepared hot food in the market. We had an average of 22 vendors and 1,000+ people attending the market each week, with an average of 13 volunteers per week for a total of nearly 700 volunteer hours for the season. Public response was very positive, and volunteer support was critical to the success of each market day due to the location of the market venue.  
*Total Income = \$29,913.98 (including City of Gig Harbor - \$20,000; Port of Tacoma \$1750.00; Pierce County \$999.98). Total Expenses = \$39,030.50*
- Monthly **Roundtable Meetings** were held for local businesses, residents and interested citizens to keep them apprised of downtown waterfront projects and events.
- **Waterfront Walking Tours** - this great partnership between the Alliance, Harbor WildWatch and the Harbor History Museum created a well-received weekly summer walking tour in downtown Gig Harbor. After attending workshops at RevitalizeWA, our Special Projects Coordinator pursued this partnership to offer tours in Gig Harbor. Two tour guides were utilized each week with an average of 15-20 attendees per week. The response has been extremely positive. This is a program we hope to see grow with additional tours being offered in 2016.
- **Small Business Saturday** - a nationally recognized and promoted "Shop Local" event, was a focus of the Promotions Committee in 2015. A "Selfies on Harborview" contest was held, and social media was utilized to

promote the event. This Shop Local effort is growing each year as people return to their downtowns to shop and escape the chaos and retail sameness of the malls. The Alliance was a registered "Neighborhood Champion" for Small Business Saturday.

*Income = \$700.00 Merchant Fees for Co-Op Ad / Expenses = \$1,027.26*

### **Trainings Attended:**

- RevitalizeWA (annual Main Street & Preservation Conference) attended by Alliance Staff and 7 board and committee members
- Executive Director attended the National Main Street Conference in Atlanta in 2015
- Staff and two board members attended the Farmers Market Annual Conference, February 2015

### **Awards:**

- National Night Out - Unsung Hero Award
- 2015 Partner of the Year Award from Harbor WildWatch

### **Funding:**

- **2015 B&O Main Street Tax Credit Program** - The Waterfront Alliance received \$122,750 through the Main Street B&O Tax Credit Program. With our donor's generous support we move into 2016 able to continue the impressive momentum of 2015. The B&O tax credit program is experiencing severe growing pains - the original legislation with a \$1.5 million state cap was designed for 12 Main Street Programs. There are now over 30 programs vying for the same pot of money. In addition to soliciting businesses to participate in the program, the Executive Director played an active role in the state Main Street network's efforts to pass legislation to increase the cap. Unsuccessful in 2015, the campaign to increase the cap continues in 2016.

### **Budget:**

- **Total 2015 Income:** **\$357,617 (includes B&O and event sponsorships)**
- **Total 2015 Event Expenses:** **\$146,607**
- **Total 2015 Operating Expenses:** **\$184,071**

### **2015 B&O Donors:**

**7 Seas Brewing, LLC**

**Gig Harbor Endodontics**

**Gig Harbor Marina & BoatYard**

**Heritage Distilling**

**Kitsap Bank**

**Mixed Goods, Inc.**

**Olympia Property Group**

**Paul Kadzik, DDS**

**Puget Sound Energy**

**Ryan Jorgenson & Limoli PS**

**Ship to Shore Marine, Inc.**

**Snyder Hartung Kane Strauss Architects**

**Stolz & Associates**

**The Threshold Group**

**Tickled Pink**

**Tides Tavern**

**VICI Metronics, Inc.**

**Willis Marketing**

**2015 Partners:**

**Individual & Family**

Gary & Linda Glein  
Tim & Stephanie Payne  
Tomi Kent-Smith  
Lee & Pam Smith  
Dick VanBerg

**Retail Businesses & Restaurants**

Blackwater Trading Company  
Brix 25  
Charlie Barnes  
Devoted Kiss  
Dolly Mama Designs  
El Pueblito Mexican Restaurant  
Emilie Gallery and Boutique  
For the Love of Spice  
Gallery Row  
Gig Harbor Book Company  
Green Cottage Pets  
Harbor Home Creations  
JW Restaurant  
Jax Salon  
McBeckland's  
Morso  
Mostly Books  
No Dearth of Books  
Rainy Day Yarns  
Sariah Spices & Teas  
Sea Hags  
Shiloh Threads  
Ship to Shore Marine, Inc.  
Sophie's Touch  
Tickled Pink

**Service & Professional Businesses**

Alinda Morris Interiors  
Allovis Design  
Amadora Salon  
Brett Marlo Design  
Edward Jones  
Gig Harbor Automotive  
Gig Harbor Living  
Gig Harbor Rent-A-Boat  
Hawkins Poe  
J.W. Ord Properties  
Millville Marina, LLC  
Morrison House Sotheby's Realtors  
Peninsula Yacht Basin  
Right at Home  
Salon Riviera  
Sharon's Spa & Resale Boutique  
Water's Edge Gallery & Framery, Inc.  
Wax Kitten

**Property Owner**

Best Western Wesley Inn  
Debra Ross  
Gig Harbor Marina & Boatyard  
Joan E. Mitton (Maritime Inn)  
Millville Marina  
Tickled Pink

**Organizations**

Citizens for the Preservation of Gig Harbor  
Gig Harbor Chamber of Commerce  
Gig Harbor Film Festival  
Gig Harbor Garden Tour  
Harbor WildWatch  
Pop Star Kids, USA

## 2015 Walking Audit Executive Summary of Findings

Walking is a very important part of Gig Harbor's Downtown Waterfront character. Our surveys show that on a weekday, nearly 1,000 walkers pass designated survey points on Harborview Drive. On Sundays the totals are over 3,000. They enjoy the flat walking route with spectacular views of the water, the mountain and our attractive town.

The City's comprehensive plan gives strong emphasis and consideration to non-motorized transportation. The following is a vision statement along with circulation and walkability goals from the plan:

• *A vibrant place where residents, visitors and boaters enjoy a walkable waterfront, picturesque views, and the natural environment.*

**GOAL 3.1: Provide the opportunity to walk, bike, and utilize public transportation to move the residents, visitors, and boaters in a safe and orderly fashion in The Harbor**

**GOAL 3.2: Create and maintain a pedestrian-friendly environment throughout The Harbor by emphasizing safety, maintenance, and comfort.**



To learn more about walking issues, together with the City, the Alliance retained "FeetFirst.Org" to conduct a walking audit along Harborview as shown in the map to the left. More than 20 community volunteers and City Staff members conducted an audit of downtown walking on February 4<sup>th</sup>, 2015.

Conclusions should help provide a framework for private and public policy actions to enhance the walking environment to meet Comprehensive Plan goals.

The following is a summary of some of the observations and conclusions:

### SOME WALKING OBSERVATIONS

1. *Sidewalk quality varies* greatly and consistent maintenance is lacking
2. Sidewalk *width is narrow* and further reduced by *overgrown plantings* and some street furniture
3. Amenities along the waterfront need to be connected to walking areas
4. Water views are our greatest asset but *access and signage are poor*
5. There is a notable *lack of places to stop and sit* to encourage people to want to stay
6. *Walking use is very high* in the Harbor, particularly on weekends



## WALKING AUDIT RECOMMENDATIONS

1. **Increase sidewalk width** to 10' to 12' in critical areas
2. Educate property owners to **trim back plantings so they don't interfere with walkers**
3. Add more "**pedestrian scale**" **way finding**, descriptive, and walking distance signs
4. **Add selected lighting**; particularly on the non-water side of Harborview
5. Add **way finding signs for public docks, public access trails & walkways, viewpoints** and public amenities
6. Encourage codes to require buildings to have an **active relationship with walking and the water**
7. **Minimize empty parking lots and wide driveways** along the waterfront
8. Consider investing in **added small public spaces** (streetscape, parklets, tables, benches, etc.)
9. **Encourage use of public spaces** (way finding, lighting, etc.):
  - Russell Foundation
  - Jerisich/Skansie Park (wider sidewalk)
  - Ancich Waterfront Park (beach access)
  - Eddon Boatyard Park (beach access)
  - Harbor History Museum
  - Bogue Viewing Platform (beach access)
  - Ferry Landing Park
  - Dorotich Pier
  - Austin Estuary Park (beach access)
  - Donkey Creek Park (reduce slope of stream front trail)

### 10. **Several Intersections are confusing and dangerous for pedestrians**

- Harborview and Stinson – consider moving sidewalk further East to improve safety
- Harborview and Pioneer – consider shortening the planter barrier to allow vehicle – pedestrian visibility for safety.
- Crosswalk markings without white lines are difficult for vehicle drivers to see

### 11. Plan signage and other actions to **encourage pedestrian use of the planned Cushman Connection Trail which will provide safe access to Downtown.**

### 12. **Consider added crosswalks to improve safety and to allow pedestrian walking loops:**

Harborview	halfway between Dorotich & Rosedale
Pioneer	north side of Judson
Harborview	between Soundview and Pioneer
North Harborview	near Finholm Grocery parking lot
Harborview	near Beach Basket and Austin Estuary Park

### 13. **Bicycle lanes and riding safety** in the downtown should be reviewed.

The detailed report will be completed soon but these summary observations and recommendations should be useful in the updates of the City's Comprehensive Plan.

Downtown Waterfront Alliance Design Committee-6/4/15

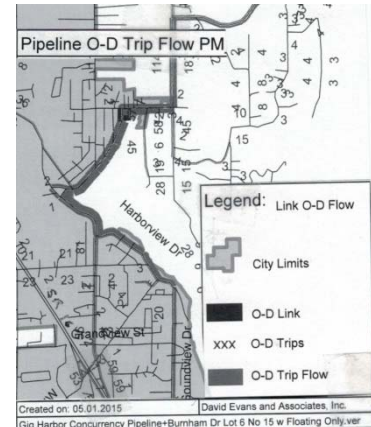


*"Bring Our Community Together – Encourage Economic Vitality – Preserve Our Historic Character"*

## Gig Harbor Downtown Waterfront Traffic Review February 25, 2015

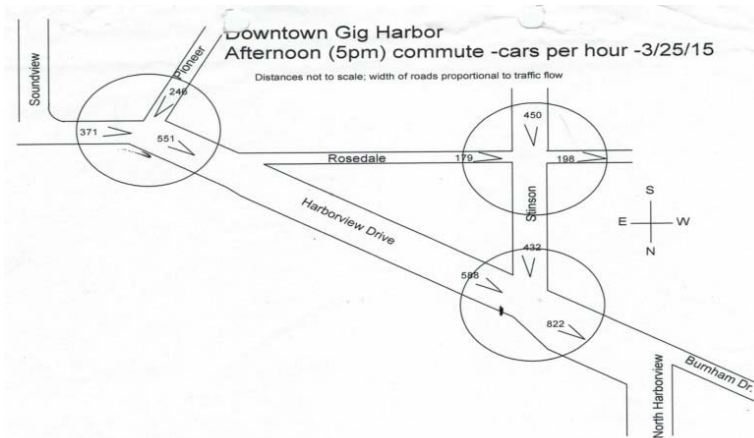
The Downtown Waterfront Alliance offered to help develop information relative to the City's effort to update traffic projections and the Transportation Plan. We met with the City Engineering Staff and their traffic consultant and reviewed selected information relative to downtown.

The Alliance has received comments from downtown merchants, customers and others about growing traffic problems. Reviews have been completed to better understand traffic patterns and changes. Reviews focused on three important intersections.



### Summary of Results and Conclusions

The Alliance used eight volunteer observers to survey (5 minute samples) auto traffic and walkers throughout the day at three different significant downtown intersections shown below (the width of the street is proportional to the afternoon commute traffic volume):



following are some key observations:..

- **Pioneer and Harborview** - a *heavy afternoon commute* but morning commuters appear to favor the Stinson corridor.
- **Harborview and Stinson** - the busiest intersection with *significant backups and safety concerns* due to poor sight lines and cars making turns.
- **Rosedale and Stinson** - a lot of *turning resulting in significant backups* at times on Stinson.
- **Walking** - even *more significant than expected* and should be emphasized in transportation planning.

Specific traffic counts and observations for each area are on the following pages.



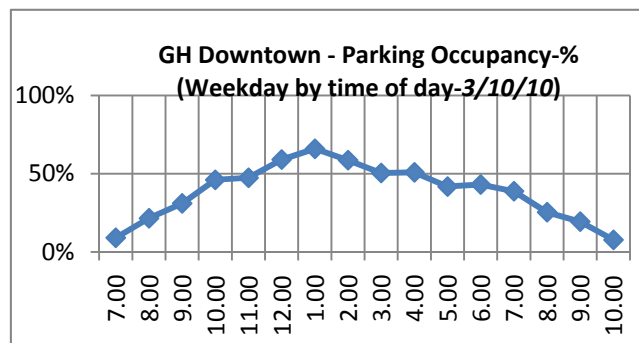
### Harborview & Pioneer Information



This intersection has fairly light traffic in the morning but volumes build throughout the day to a **peak around 5pm during the evening commute**. Harborview (W of Pioneer) has an afternoon commute peak nearly twice as large as the morning. At the afternoon peak commute about **2/3 of the cars going west come from Soundview** and 1/3 from Pioneer.

**Walking traffic also peaks at mid-day and late afternoon** where conflicts with high automobile traffic could cause safety issues.

**Higher mid-day traffic volumes may be related to downtown business and restaurant visits.** Past parking surveys also indicate peak utilization at mid-day.



Harborview & Pioneer	Number Per Hour			
	Vehicles:			Walkers
	Harborview		Pioneer	
Time Period	East	West	Harborview	Harborview
Morning	330	450	168	36
Mid-Day	480	776	440	78
Afternoon	561	855	439	84

### Harborview & Stinson Information

This is the **busiest downtown intersection, particularly during morning and afternoon commutes**.



The complicated turning options develop **significant backups of cars particularly coming down Stinson** in the afternoon when as many as 10 cars were in line.

Harborview & Stinson	Number Per Hour			
	Vehicles:			Walkers
	Harborview		Stinson	
Time Period	East	West	Harborview	Harborview
Morning	322	562	422	50
Mid-Day	522	738	480	36
Afternoon	648	876	640	32

**Commuters seem to use Pioneer and Soundview more heavily in the afternoon to avoid this situation.** Because this intersection is on a curve and potentially impatient drivers are waiting to turn, **safety should be a concern**. This is aggravated by cars trying to get from the Eddon Boat Shop onto Harborview and by pedestrians

trying to cross the street. There are fewer walkers than the Pioneer area but they seem to peak in the morning during the commute time.

### Rosedale & Stinson Information

Stinson between Rosedale and the Freeway stays equally busy all day and **backups coming down the hill and approaching Rosedale reach as many as 10 cars.**



Rosedale & Stinson	Number of Vehicles Per Hour:			
	Rosedale		Stinson	
	East	West	South	North
Time Period				
Morning	204	474	696	546
Mid-Day	198	366	708	516
Afternoon	216	336	702	612

There is significant traffic on Rosedale, particularly west of Stinson and **cars waiting to turn from Stinson or Rosedale appear to be affecting the traffic flow and length of the backup.**

### Walker Information

**Walkers for recreation and transportation are a significant factor in Downtown Gig Harbor.** On weekdays the number of walkers averages about 55 per hour on Harborview or about one for every ten cars. Evening walking is higher in the Pioneer to Novak area than the Stinson area but Stinson has more morning walkers. On average one in every six walkers has a dog with them which further taxes narrow sidewalk areas.



Time Period	Harborview Drive- Weekday-Wlkr/Hr				Hrbrvw-Sunday-Per Hr	
	Pioneer	Novak	Stinson	Average	Walker	Cars
Morning	36	44	50	43	264	672
Mid-Day	78	32	36	49	234	636
Afternoon	84	102	32	73	300	588
Average	66	59	39	55	266	632
Walkers to cars	10%	11%	5%	9%	42%	
Dogs to Walkers	12%	23%	17%	17%	14%	

A review of **Sunday walking indicates nearly six times as many walkers with one walker to every 2 ½ cars.** Walkers are frequently in small groups and may have dogs on leashes and baby strollers which results in even heavier sidewalk congestion. Bicycle traffic was not counted but it appears downtown is not a desired area due to the lack of bike safe lanes. This overall heavy use **suggests significant emphasis on sidewalk size, condition and signage** at a human scale.



## **Possible Action Alternatives**

The 2015 traffic review *data supports the need for the projects identified in the draft Transportation Improvement Plan* with reservations:

- A. *The Harborview Drive (item 9, Short Range TIP) “Downtown Harbor beautification” should also include **safety related improvements to deal with the flow of pedestrians** through this corridor, e.g. mid-block crossings, visibility issues at Harborview and Pioneer and at Harborview and Stinson.*
- B. *The Completion of the **Harbor Hill Extension**(item 2, Short Range TIP) as shown would appear to introduce additional traffic that is heading to WA-16 before the Stinson Improvements(items 15 and 16), Long-Range TIP) are in-place to accommodate it; thus potentially **creating a bigger problem at Harborview and Stinson** than we have today.*

Future *near term efforts might consider additional improvements to enhance flow on the Stinson corridor* possibly including changes in controls on the Harborview Stinson intersection to provide a commuter alternative to downtown and to improve safety at this intersection.

Traffic problems are already apparent and the Harbor Hill extension, even though it is years away, may cause even heavier traffic along the downtown waterfront. An added freeway interchange could provide a commuting alternative but that is even further in the future. ***To achieve the downtown waterfront vision and avoid further walker-commuter conflict, action is needed earlier.***

## **Further Actions needed**

The Downtown Waterfront Alliance is willing to conduct other reviews to help the City in their transportation planning in the downtown waterfront area. The ***2010 parking utilization review should be updated.*** It might be appropriate to conduct a ***summer traffic survey to better understand peak visitor impact on downtown.***

Copies of forms used and spreadsheets with all tabulation information is available on request.

*Downtown Waterfront Alliance Design Committee  
May 29, 2015*



*Gig Harbor Downtown Waterfront Alliance  
253-514-0071 [www.gigharborwaterfront.org](http://www.gigharborwaterfront.org)*

*“Bring Our Community Together - Encourage Economic Vitality - Preserve Our Historic Character”*



Allyson Brooks Ph.D., Director  
State Historic Preservation Officer

## BUILDINGS ASSESSMENT

### Gig Harbor Downtown and Finnholm; various buildings

**Requested By** Gig Harbor Downtown Waterfront Alliance  
**Prepared By** Nicholas Vann, State Historical Architect, DAHP  
**Attendees** Mary DesMarais (DWA Executive Director), Gary Glein (DWA Board), Sarah Hansen (WA Trust Main Street Coordinator), Kim Gant (DAHP CLG Coordinator), Nicholas Vann  
**Date** February 24, 2015

### General Comments

In general, the building stock in Gig Harbor is in good condition. The building stock exhibits a mixture of masonry construction and light wood framed construction. Though many buildings have suffered years of deferred maintenance, we did not observe a single building that can't be repaired. Virtually all of the buildings have stood the test of time and various alterations. These buildings will be able to continue to provide service to the community for many more decades to come. Oftentimes, replacing buildings rather than repairing them occurs due to a lack of understanding of their cultural value, and relative ease of conducting the repairs. Repairs – whether major or minor – to well-built buildings such as those in downtown Gig Harbor and Finnholm generally cost less than the cost of replacement in respect to life-cycle cost and loss of the embodied energy contained within the existing buildings.



Most of the assessment will focus on building specific deferred maintenance items, and

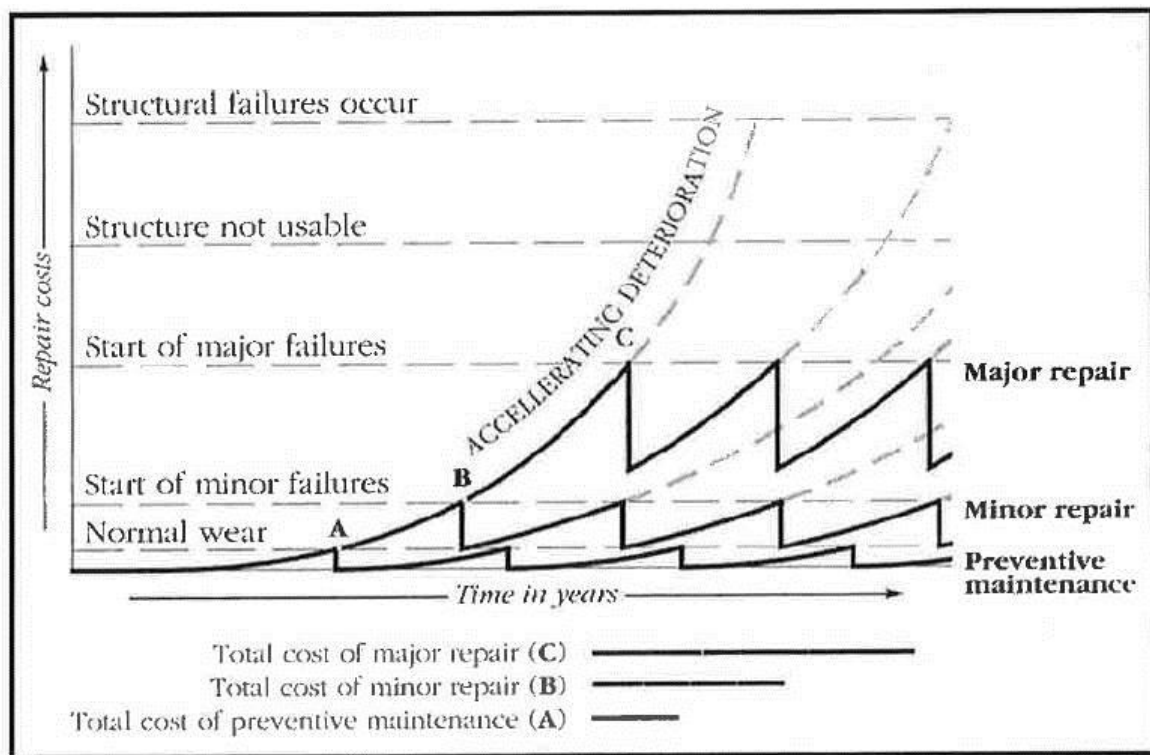


recommendations for restoration or rehabilitation. However for buildings that do not appear to carry much historic significance, comments will address design issues. Furthermore, this assessment tries to limit overlap with the excellent design issues tackled by the University of Washington Storefront Studio (2013). General study area-wide recommendations and comments are as follows:

- The Preservation Briefs (PB) are referenced throughout this document. Refer to Appendix C for full list of referenced Briefs. Also, each property has a prescribed set of Preservation Briefs. Those identified are the most pertinent, though valuable information may be contained in other Briefs, as well. See this link for full list of Preservation Briefs: <http://www.nps.gov/tps/how-to-preserve/briefs.htm>.
- It is important to differentiate between historic “integrity” and “condition.” Integrity refers to the authenticity of a particular building element or composition. In other words, it is historic material. Condition, however, refers to a state of deterioration or lack thereof. Condition is often confused with integrity. Something could have excellent integrity, but be in a badly deteriorated state and thus poor condition (such as missing brick in a cornice or missing mortar joints). Conversely, something can be in excellent condition, but not have any historic integrity (such as corrugated metal panels over a transom window). The edict is to repair before considering replacement of anything that has integrity, but sometimes the condition dictates that materials be replaced in-kind. This means replacing deteriorated materials with replica material where the integrity is high, but the material itself has outlived its useful life.
- Masonry cleaning should be undertaken carefully and in accordance with National Park Service (NPS) Preservation Brief 6: Dangers of Abrasive Cleaning. If unsure about a particular cleaning method, apply to a small unobtrusive area to ensure unnecessary damage is not occurring to masonry or terra cotta surfaces. Sandblasting, walnut blasting, high chemical washes, and high pressure (above 400psi) water are not appropriate. Go to [www.nps.gov/tps](http://www.nps.gov/tps) for Preservation Briefs.
- Cleaning in general should be undertaken on a routine basis on all buildings. Among the common problems found in marine climates are biological growth that appears when dust and dirt have not been cleaned off. Biological growth can also oftentimes be indicative of a moisture intrusion problem. Leaks in the building envelope typically occur at the roof to wall connection, in the roof, at the parapet, in the masonry mortar joints, at window heads and sills, inadequately sealed window frames, anywhere flashing could be missing or failing, at the intersection of the sidewalk/ground and an exterior wall from standing water, and at inadequate door thresholds. It is paramount to understand what the root of any water intrusion problem is, as sometimes it may be deeper than the surface.
- Maintain paint and proactively re-paint when paint begins to fail. Check for moisture penetration at areas such as roof, downspouts, gutters, etc to ensure a moisture problem isn’t contributing to paint failure and biological growth build-up. Exterior painted surfaces should be re-painted once every 5-7 years, which is paramount in Gig Harbor’s marine climate. Ensure surface is clean of dirt and grime prior to painting. Avoid painting surfaces, such as exposed masonry that were not historically painted.
- Reinforcement of most susceptible areas of buildings should be strongly considered:
  - Tie the parapet into the roof structure or provide strongback on back side of parapet in order to brace it.
  - Strengthen floor or roof to wall connections.





- Check for leaks and other areas of moisture intrusion, such as at roof, parapet, settlement cracks, detached gutter and downspout systems, etc.
- Follow guidelines in PB 41: Seismic Retrofit of Historic Buildings.
- In general, directional signage could be improved and packaged with the recent re-branding undergone by the Downtown Waterfront Alliance. Though the connector road from downtown to Finnholm is new, there is still no signage pointing users in the direction of the Finnholm district. Ultimately, tying these two commercial cores together will enhance long-term economic viability. Other signage found throughout the waterfront is outdated, has not been maintained, or has no cohesion with other signs.
- In general, in the downtown core along Harborview Drive, there is a severe lack of crosswalks. Every so often, a pedestrian will find one, but most pedestrians were observed jaywalking. This is a primary public safety concern, but also an economic one. The easier it is to circulate from one business to another, or from one site to another, the more likely users will linger around downtown. Rudimentary crosswalks can be painted across Harborview Driver with minimal initial cost, or the City might consider flashing crosswalk signs, raised crosswalks, or passive automobile-oriented pedestrian crossing signs.
- As more pedestrian traffic increases (ideally), it will be a good idea to increase the amount of street trash cans. There are currently few, if any, and while littering does not appear to be an issue at the moment, increased activity downtown could lead that way.
- The following graph illustrates the need for proactive maintenance. It shows that over time, deterioration accelerates and ends up costing a property owner much more money in the end if a minor problem is not identified and treated (or prevented) before becoming a major issue. Accelerated deterioration can lead to major failures that have the potential to have a domino effect on related building systems or features.



There are a few financial incentives available for major rehabilitation projects of National Register listed or eligible properties. However, none of the buildings we evaluated are currently listed on the National Register. Few properties we observed appear to be individually eligible for listing, and there does not appear to be enough integrity overall to constitute a National Register historic district. However, the local historic register may have different criteria for listing, and some incentives, such as the Special Valuation program, only apply to local register listed properties.

- Federal Historic Tax Credits: Federal income tax credit equivalent to 20% of qualified rehabilitation expenditures for substantial projects. [www.dahp.wa.gov/tax-credits](http://www.dahp.wa.gov/tax-credits).
- Special Valuation (a property tax revision for substantial projects) is also available for property owners of locally listed properties. The City of Colfax is a Certified Local Government (CLG), which enables locally listed properties to take advantage of this. Please visit the DAHP website for more information: <http://www.dahp.wa.gov/programs/certified-local-government-program>.
- Stay apprised of other grant opportunities via DAHP's website: [www.dahp.wa.gov/grants](http://www.dahp.wa.gov/grants).
- Consider a small façade improvement grant program using B&O tax credit dollars, or in partnership with local organizations and agencies such as the City of Gig Harbor or Pierce County.
- Small grants (\$1,000-\$2,000) are periodically available from the Washington Trust for brick and mortar projects. Valerie Sivinski Washington Preserves Fund: <http://preservewa.org/Funding-Grants.aspx>.
- Consider façade easements as charitable donation to a non-profit organization.

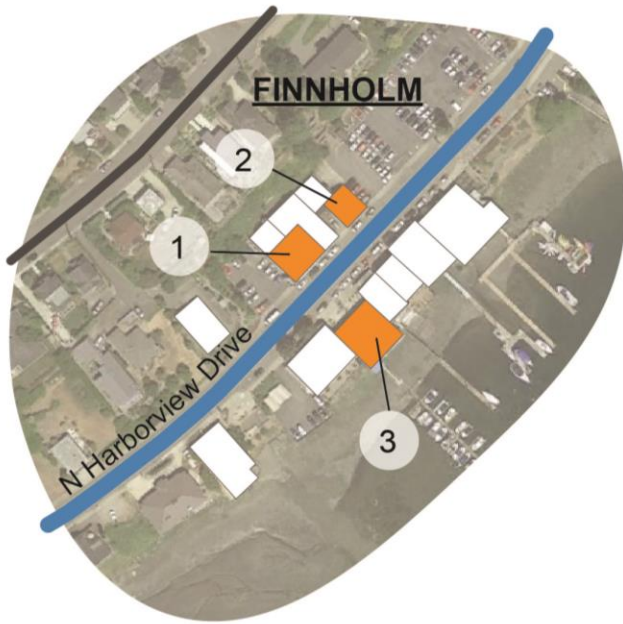
For further information or questions, please contact **Nicholas Vann, AIA** at DAHP:

<p><b>Nicholas Vann, AIA</b> State Historical Architect</p> <p>d (360) 586-3079 c (360) 628-2170 nicholas.vann@dahp.wa.gov</p> 	 <p>DEPT OF ARCHAEOLOGY + HISTORIC PRESERVATION</p>
<p>1110 Capitol Way South Olympia, WA 98501</p>	<p>PO Box 48343 Olympia, WA 98504-8343</p>

\*all photographs taken by Sarah Hansen or Kim Gant.







### Finnholm

1. Finnholm Grocery (8812 N Harborview Dr)
2. Post Office (8822 N Harborview Dr)
3. 8809 N Harborview (8809 N Harborview Dr)

### Downtown

4. Weathered Cottage Antiques (3306 Harborview Dr)
5. Harbor Landing / El Pueblito (3226 Harborview Dr)
6. Mostly Books (3126 Harborview Dr)
7. Wholefoods Market (3122 Harborview Dr)
8. Richardson Building (3118 Harborview Dr)
9. Kelly's Cafe (7806 Pioneer Way)
10. Harbor General Store (7804 Pioneer Way)
11. Neptune's Court (7801-09 Pioneer Way)
12. Gilich-Richardson Building (3108 Harborview Dr)
13. Thurston Building (3104 Harborview Dr)
14. Gallery Row (3102 Harborview Dr)
15. Ticked Pink (3026 Harborview Dr)



**1 Finnholm Grocery (8812 N Harborview Dr)**

PB X

- This building serves as an anchor for the Finnholm district. On the exterior, it has a good amount of historic integrity. Its primary problems appear to stem from deferred maintenance.
- Paint wood and metal surfaces where paint has deteriorated. Consider repainting the stucco surfaces as well.
- Seismically, it is likely that the parapet behind the mural wall needs to be braced, and roof to wall connections need to be reinforced.
- The neon signs can be re-lit.
- Storefront signage can be improved to offer better visual connection between interior and exterior.
- The banner near the top of the vertical block should be removed.



**2 Post Office (8822 N Harborview Dr)**

PB X

- This property appears to have a good amount of integrity, and most issues appear to be with deferred maintenance.
- Paint wood and metal surfaces where paint has deteriorated. Pay particularly close attention to the sign above the awning, which could benefit from a new coat of paint.
- Clean vertical siding, replace parapet flashing, and consider alternative exterior lighting for large sign.







**3 8809 N Harborview (Devoted Kiss Café / Salon Riviera)**

PB X

- Consider hardscape landscaping features to enliven the street presence for these businesses. Currently, outdoor seating for the café exists as a few potted planters and freestanding tables and chairs.
- Odd structure for signage does not seem to have a strong relationship to the buildings. It provides a minimal amount of physical separation between the two businesses, but a holistic design of the space would benefit both businesses and provide greater street presence, including signage.





**4 Weathered Cottage Antiques (3306 Harborview Dr)**

PB X



- Blue iron gate in the entry alcove is not very inviting, even when the gate is open. Recommendation is to remove the iron gate and to add sidewalk planters or street furniture to activate the business entrance.
- The siding could be brought down so the building doesn't look so heavy at the bottom.
- Exterior lighting could be improved by downlighting the sign, replacing existing lantern on the right side of the entrance alcove and installing matching period-appropriate or contemporary fixtures to flank the alcove.
- Exterior blade sign could be larger – secondary portion of the sign (below the logo) adds unneeded clutter. Sandwich board sign should have business logo to match other signs.



5 Harbor Landing / El Pueblito (3226 Harborview Dr)

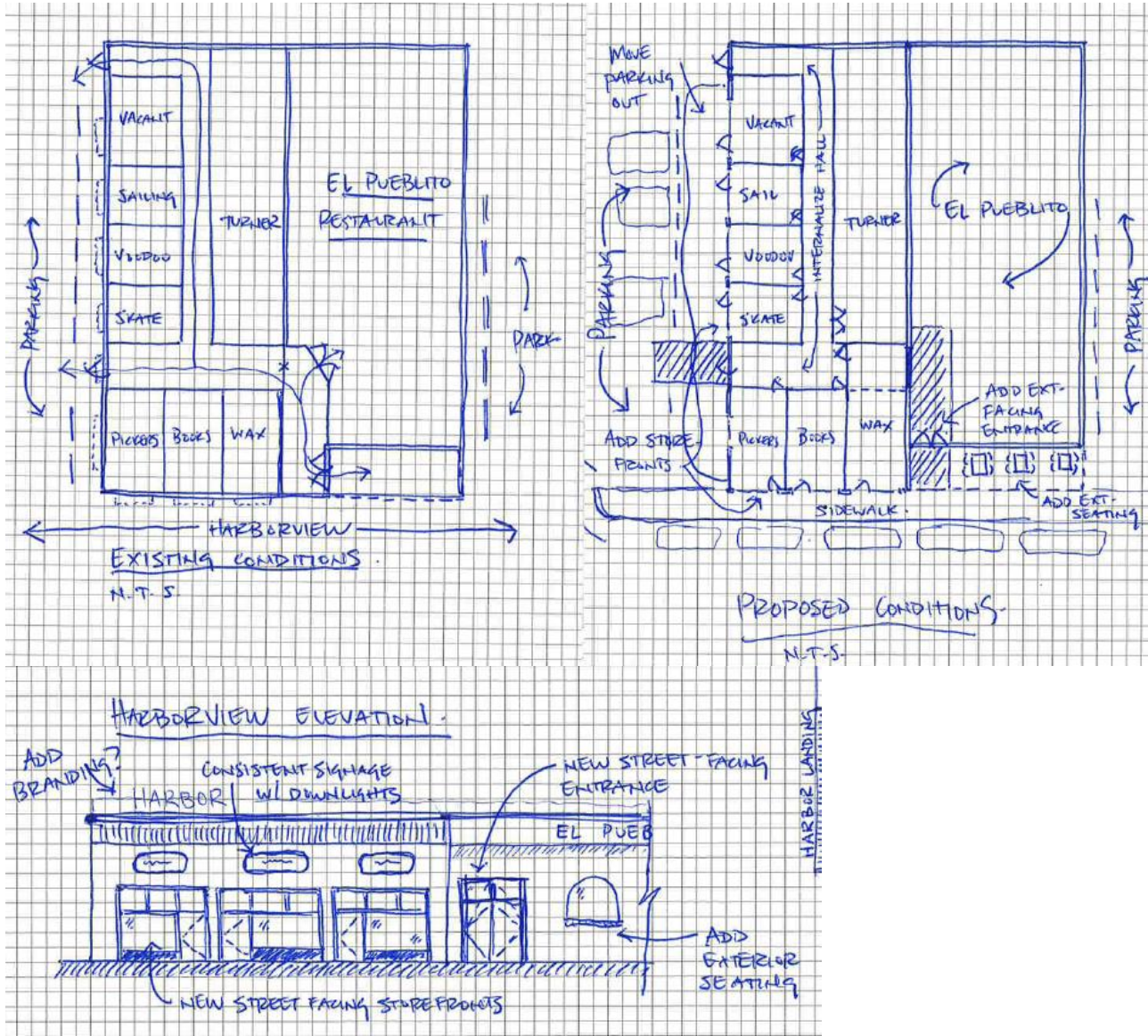
PB X



- El Pueblito restaurant has good street presence, but the small retail business incubator in Harbor Landing is confusing and seemingly does not allow the businesses inside to function very well. These businesses have minimal street presence and no physical connectivity to the street. Some simple plan changes and better designed façade could enhance the businesses inside and address these issues. *See attached existing condition and proposed condition sketches.*







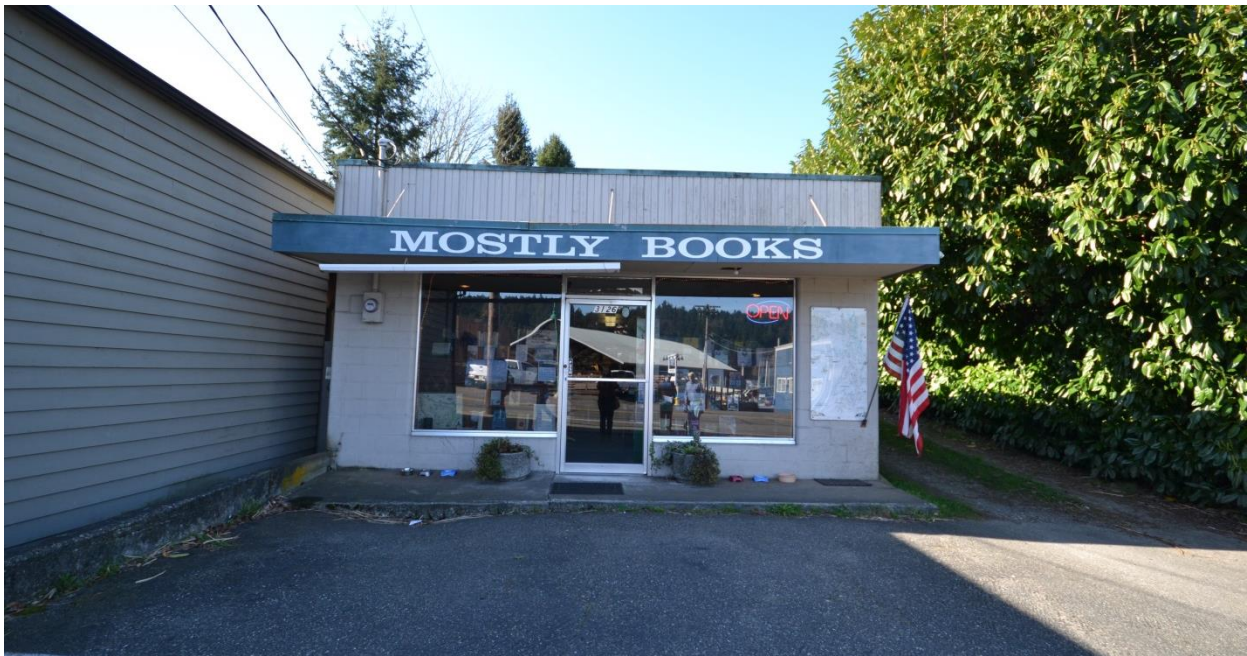
- Exterior signage does not match from one business to another – there should be some better consistency if there is to be a signage standard. Exterior lighting is inconsistent, and could also be made more consistent for each individual sign. Window openings are not consistent, planter boxes are not well maintained, and the multiple pitched roof awnings create confusion for the user.
- The proposed changes include introducing exterior facing storefronts for each business, both on the parking lot side and the Harborview Street side. This allows businesses better access to pedestrians, better physical connectivity, and internalizes the existing hallway so that restrooms and Turner Glass can still be accessed. It also modifies El Pueblito’s entrance to face the street, providing better street presence and additional exterior seating area. Lastly, the Harbor Landing side could be better branded through signage, and new signage above each individual storefront is made consistent.



**6 Mostly Books (3126 Harborview Dr)**

PB X

- Follow design recommendations made by UW Storefront Studio to enhance connectivity between business and street activity.
- Maintenance recommendations include fixing the sagging rope light, addressing the gutter damage and positive drainage away from the building, painting faded painted surfaces, and straightening the projecting awning.



**7 Wholefoods Market (3122 Harborview Dr)**

PB X

- Remedial actions without a redesign of the storefronts might include repainting surfaces with flaking and peeling paint, reattaching loose panels, cleaning debris from the area where the bulkhead meets the sidewalk (standing water on the sidewalk has the potential to wick up into the wood trim above).
- Dedicating parking lot issues should be sorted out with the City, including perhaps expanding temporary parking stalls on the street in front of business.

**8 Richardson Building (3118 Harborview Dr)**

PB X

- Recent rehabilitation of the Heritage Distilling Co. space was very well done and can be used as a case study elsewhere in the downtown area or in Finnholm.
- The paint colors used for this building could use some updating. Recommendation is to consider a new color scheme.





- The north side where exposed hollow clay tile could benefit from cleaning, repointing, and possibly being covered with weather resistant material such as stucco. The main façade brick could benefit from masonry cleaning and repointing, as well.
- On all brick walls, consider new tiebacks, which can be installed using injected epoxy and galvanized metal anchors without having to deconstruct and reconstruct the wall.
- McBeckland's recommendation for storefront is to remove rope lighting, and replace track lighting with LED.
- Roof flashing joints appear to be failing.



Before in 2008 (above); After in 2015 (below)



**9 Kelly's Cafe (7806 Pioneer Way)**

PB X



- Storefront is in good condition, only needs minor cleaning and paint touch-ups. Storefront also has a good amount of historic integrity – wood storefront components should be maintained and preserved. Fabric awning could use some cleaning and a maintenance plan.
- It is difficult, even at the pedestrian level, to see blade signs under the fabric awning. Signage as a whole could be addressed to reduce clutter, create consistency, and be more visible.

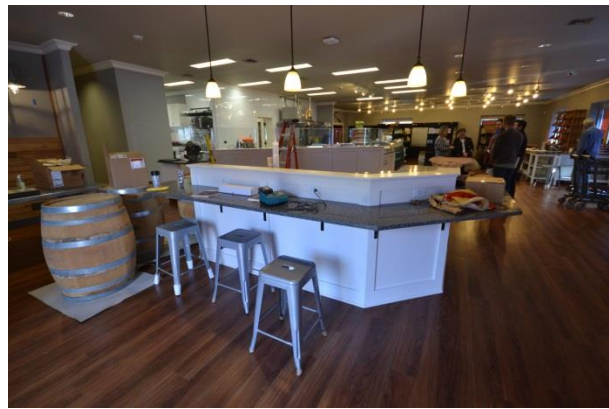
**10 Harbor General Store (7804 Pioneer Way)**

PB X

- This property was not evaluated, but is highlighted in this assessment as an example of excellent interior design, and simple exterior changes that create a well-designed, though non-historic, rehabilitation project for downtown.







**11 Neptune's Court (7801-09 Pioneer Way)**

PB X

- The color scheme works well for this building as-is, but the alcove for business entrances on Pioneer blends in too well with the “field” color of the building. Recommendation is to paint every wall surface that’s recessed in the alcove a bright, contrasting color. Leave the darker wood trim and windows as the same dark color, but perhaps consider a bright green or blue (ensuring it does not clash with the existing colors). The entrance color, if successful, could be applied to an extent over every other entry point for the building that would unify business owners within the building, and give a visual cue of entrance to users/consumers.
- 

**12 Gilich-Richardson Building (3108 Harborview Dr)**

PB X

- 

**13 Thurston Building (3104 Harborview Dr)**

PB X



- T

<b>14</b>	<b>Gallery Row</b> (3102 Harborview Dr)	PB X
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- S

<b>15</b>	<b>Tickled Pink</b> (3026 Harborview Dr)	PB X
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- Pink LED lights

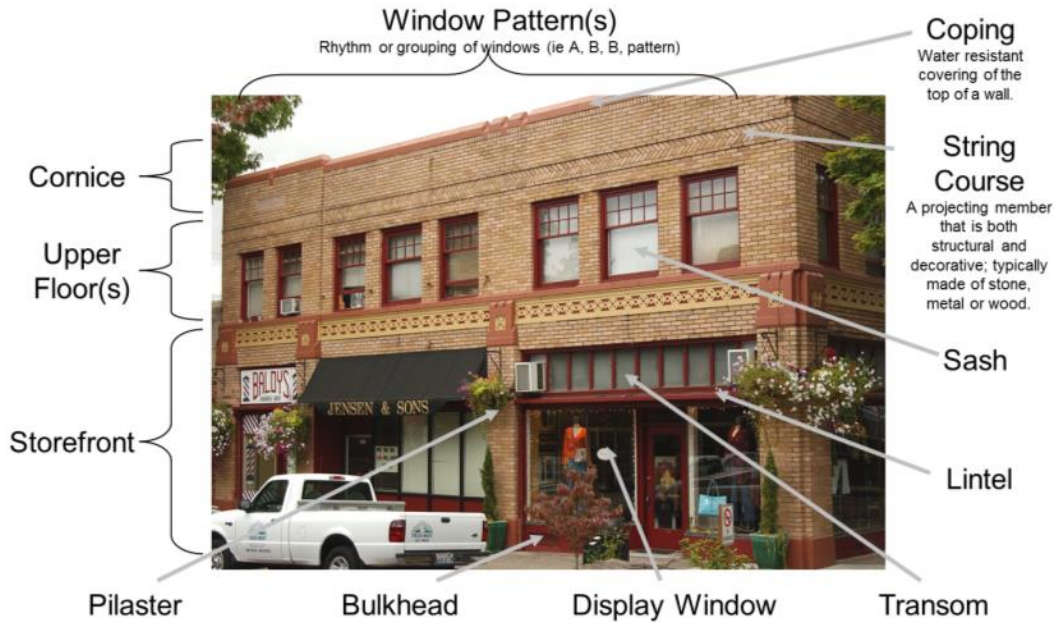
**Appendix A: Anatomy of a Main Street Building**

**TERRY BUILDING, PORT TOWNSEND**

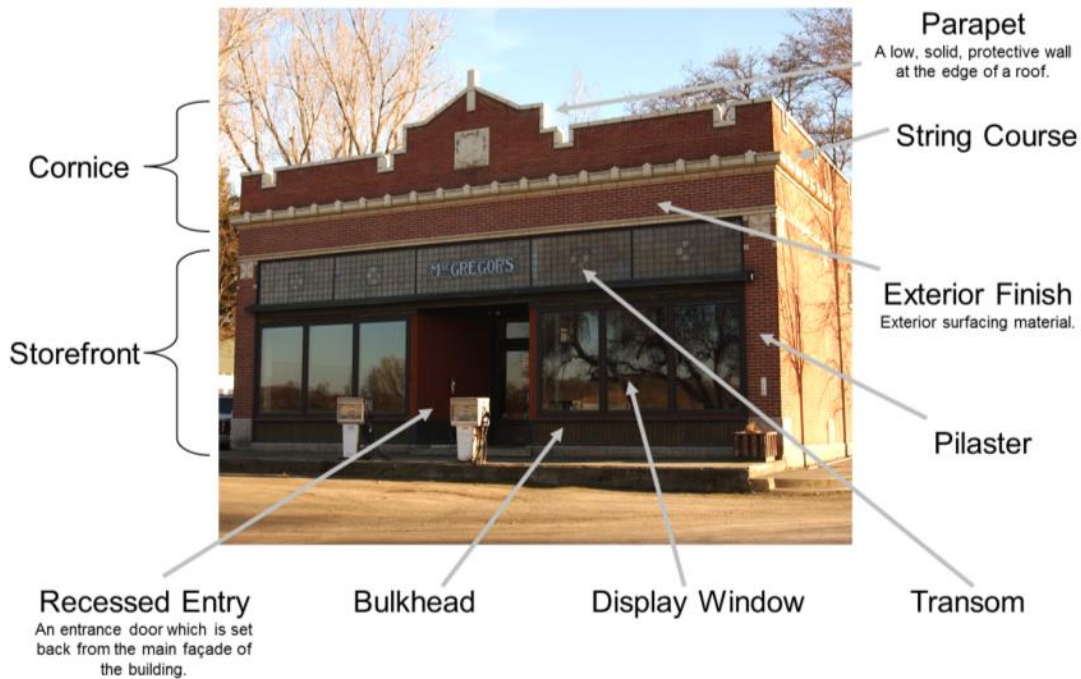




## STOLLER BUILDING, CAMAS



## McGREGOR'S STORE, HOOPER



## BANK OF STARBUCK, STARBUCK



**Appendix B:** Washington Heritage Register nomination (attached)

**Appendix C:** Selected NPS Preservation Briefs (PB); (attached)

Note: The Preservation Briefs (PB) are referenced throughout this document. Also, each property has a prescribed set of Preservation Briefs. Those identified are the most pertinent, though valuable information may be contained in other Briefs, as well. See this link for full list of Preservation Briefs: <http://www.nps.gov/tps/how-to-preserve/briefs.htm>.

PB 1: **Cleaning and Water-Repellent Treatments** for Historic Masonry Buildings

PB 2: **Repointing Mortar Joints** in Historic Masonry Buildings

PB 6: **Dangers of Abrasive Cleaning** in Historic Buildings

PB 7: The Preservation of Historic Glazed Architectural **Terra-Cotta**

PB 9: The Repair of Historic **Wooden Windows**

PB 11: Rehabilitating Historic **Storefronts**

PB 12: The Preservation of Historic Pigmented **Structural Glass** (Vitrolite and Carrara)

PB 15: Preservation of Historic **Concrete**

PB 16: The Use of **Substitute Materials** on Historic Building Exteriors



- PB 17: **Architectural Character** – Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character
- PB 18: Rehabilitating **Interiors** in Historic Buildings – Identifying Character-Defining Features
- PB 22: The Preservation and Repair of Historic **Stucco**
- PB 24: **Heating, Ventilating, and Cooling** Historic Buildings: Problems and Recommended Approaches
- PB 27: The Maintenance and Repair of Architectural **Cast Iron**
- PB 33: The Preservation and Repair of Historic Stained and **Leaded Glass**
- PB 35: Understanding Old Buildings: The Process of **Architectural Investigation**
- PB 39: Holding the Line: **Controlling Unwanted Moisture** in Historic Buildings
- PB 41: The **Seismic Retrofit** of Historic Buildings: Keeping Preservation in the Forefront
- PB 44: The Use of **Awnings** on Historic Buildings: Repair, Replacement and New Design





**MINUTES**  
**GIG HARBOR PARKS COMMISSION**  
**Wednesday, January 6, 2016 – 5:30 p.m.**  
**Community Rooms A/B**

**CALL TO ORDER / ROLL CALL:**

[Parks Commissioner - John Skansi: Present](#)  
[Parks Commissioner - Christine Hewitson: Absent \(excused\)](#)  
[Parks Commissioner - Sara McDaniel: Present](#)  
[Parks Commissioner - Nicole Hicks: Absent \(excused\)](#)  
[Parks Commissioner - Gregg Vermillion: Present](#)  
[Parks Commissioner - Rick Offner: Absent \(excused\)](#)  
[Parks Commissioner - Robyn Denson: Present](#)  
[Staff - Terri Reed: Present](#)  
[Staff - Jeff Langhelm: Present](#)  
[Staff - Greg Foote: Present](#)

**APPROVAL OF MINUTES:**

Approval of December 2, 2015 Minutes  

MOTION TO APPROVE: Denson / Skansi – unanimously approved.

**OLD BUSINESS:**

1. [Parks, Recreation and Open Space \(PROS\) Plan Update](#) – Emily Terrell gave a presentation covering the comments from the Parks Commission on Goals and Policies and reviewed the Goals, Policies and Metrics; Recommendations; and Implementation chapters of the PROS Plan. She went through the main themes and the resulting goals and policies. Ms. Terrell discussed how the issues from the public survey, the demands and needs analysis and the Park Commission are addressed in the draft. Next step is to present the Plan to the Public Works Committee on January 11<sup>th</sup>.

**NEW BUSINESS:**

**PARK UPDATES:**  

1. [Parks Project Administrator Position](#) – Public Works Director Langhelm informed the Commission that this new position will be filled in the next couple of months. This person's role will include the following duties: leading future parks visioning/master planning efforts; submitting and managing parks grants, leases and agreements; managing capital park development projects with the Planning

and Engineering departments; managing the agenda for the Parks Commission; and other park projects as they arise.

2. [Totem Pole Placement](#) – The Parks Commission’s recommendations for placement of the totem pole at the Civic Center, along with City Administration, Arts Commission and staff recommendations will be forwarded to City Council for consideration.

**PUBLIC COMMENT:**

**ADJOURN:**

MOTION: to adjourn at 7:09 p.m.

Date: February 11, 2016  
To: Mayor Jill Guernsey, City of Gig Harbor  
From: Craig George, AWC Board Nominating Committee Chair  
Subject: 2016 AWC Board of Directors Recruitment

As the presiding Chair of the AWC's Nominating Committee, I have the distinct pleasure of calling for nominations to the 2016 Board of Directors.

Members of the AWC Board of Directors play a critical leadership role in the success of the Association. As a board member, you would provide guidance regarding legislative proposals as outlined in the Statement of Policy adopted by AWC member delegates. The board also reviews and adopts AWC's annual operating budget, establishes membership fees, and provides policy direction regarding other issues of concern.

The 2016 Nominating Committee is currently calling for applications for ten AWC Board of Director positions that include District #6 and At-Large #2 (Western).

The Nominating Committee strongly encourages you to share this information with your city council.

If you or someone on your city council is interested in serving in this capacity, please complete and return the **Board of Directors application found here:** <http://www.awcnet.org/portals/0/documents/awc/BoardApp.pdf> **by 5 pm on Friday, March 25, 2016.** You may mail, fax or email this form to the attention of Michelle Catlin, Association of Washington Cities, 1076 Franklin Street SE, Olympia, WA 98501; Fax: (360) 753-0149; or email to [michellec@awcnet.org](mailto:michellec@awcnet.org).

Cities represented in the open AWC Board District #6 position are:

Bonney Lake	Edgewood	Milton	Ruston	University Place
Buckley	Fife	Olympia	South Prairie	Wilkeson
Bucoda	Fircrest	Orting	Steilacoom	Yelm
Carbonado	Gig Harbor	Puyallup	Sumner	
DuPont	Lacey	Rainier	Tenino	
Eatonville	Lakewood	Roy	Tumwater	

At-Large #2 represents cities west of the crest of the Cascade Mountain Range (pop. less than 5,000)  
At-Large #4 represents cities east of the crest of the Cascade Mountain range (pop. less than 5,000)

Additional information at the AWC Board of Directors and a district map can be found on the AWC's website: [www.awcnet.org](http://www.awcnet.org).



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

**WHEREAS**, Law Day is an acknowledgement and celebration of the heritage that is our nation's and state's system of justice, liberty, and equality under the law; and May 1 has been declared by Congress to be Law Day; and

**WHEREAS**, the American Bar Association declared the theme for Law Day 2016 as "Miranda: More Than Words"; and

**WHEREAS**, the year 2016 marks the 50th anniversary of a milestone in legal history, the United States Supreme Court's landmark 1966 decision in *Miranda v. Arizona*, concluding that statements made by a suspect in police custody are generally inadmissible if the suspect has not been made aware of his or her Fifth and Sixth Amendment rights;

**WHEREAS**, in response to this decision, law enforcement personnel throughout the country provide a Miranda Warning to suspects in custody apprising them of their right to remain silent, their right to an attorney, and their right to appointed counsel in cases where they cannot afford an attorney;

**WHEREAS**, the Miranda Warning has become one of the nation's most recognizable legal expressions and a symbol of procedural fairness that represents much more than just the words of the warning;

**WHEREAS**, the criminal justice system still faces many challenges and we must all rededicate ourselves to the goal of ensuring that it provides fair and equal treatment for all;

**WHEREAS**, promoting public understanding of the roots of our freedom are an important component in the civic education of the citizens of the United States and of Gig Harbor; and

**WHEREAS**, on May 1, 2016, the Gig Harbor Municipal Court and Gig Harbor schools will be celebrating LAW DAY, with an essay and poster contest that connects students with the law and invites them to explore the principles at issue in this year's theme;

**NOW THEREFORE**, I, Jill Guernsey, Mayor of the City of Gig Harbor, do proclaim May 1, 2016, to be

### Law Day

in the City of Gig Harbor and the days surrounding May 1st to be included in the Law Day activities. *In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 22<sup>nd</sup> day of February, 2016.*

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Mayor, City of Gig Harbor

---

Date



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

**Subject:** Second Reading of Ordinance -  
Jerisich Dock Code Revision

**Proposed Council Action:**

Adopt Ordinance No. 1330 – Jerisich Dock  
Code Revision GHMC 8.28.

**Dept. Origin:** Police  
**Prepared by:** Kelly Busey  
**For Agenda of:** February 22, 2016  
**Exhibits:** Ordinance – Jerisich Dock  
Code Revision GHMC 8.28

Initial & Date

**Concurred by Mayor:** *Jo 2-10-16*  
**Approved by City Administrator:** *Ron W 2/10/16*  
**Approved as to form by City Atty:** *via email*  
**Approved by Finance Director:** *OK 2/16*  
**Approved by Department Head:** KBB

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

**INFORMATION / BACKGROUND**

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

**FISCAL CONSIDERATION**

Includes small revenue stream to support dock upgrades.

**BOARD OR COMMITTEE RECOMMENDATION**

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

**RECOMMENDATION / MOTION**

Adopt Ordinance No. 1330 – Jerisich Dock Code Revisions at second reading.

**ORDINANCE NO. 1330**

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

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

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

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

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

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

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

**Chapter 8.28  
PUBLIC DOCKS – JERISICH**

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

**8.28.010 Public use.**

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

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

**8.28.015 Definitions.**

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

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

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

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

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

**8.28.020 Alcoholic beverages prohibited.**

There shall be no alcoholic beverages consumed on the Dock.

**8.28.030 Boat fueling or repairing prohibited.**

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

**8.28.035 Mooring of vessels**

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

**8.28.040 Motorized vehicles prohibited.**

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

**8.28.045 Reserving moorage prohibited**

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

**8.28.050 Mooring time limit.**

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

**8.28.060 Commercial activity prohibited.**

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

**8.28.065 Load/Unload zones.**



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

### **8.28.070 Moorage fees and penalties**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.28.080 Dinghies and human powered craft.**

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

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

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

**8.28.090 Abandoned boats and remedies.**

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

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

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

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

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

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

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

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

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

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 22nd day of February, 2016.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK: 02/03/16  
PASSED BY THE CITY COUNCIL: 02/22/16  
PUBLISHED: 02/24/16  
EFFECTIVE DATE: 02/29/16  
ORDINANCE NO: 1330



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

**Subject:** Pioneer Way Sewer Replacement project – close-out change order

**Proposed Council Action:** Approve and authorize the Mayor to execute this final deductive Change Order with Pivetta Brothers Construction in the deductive amount of **(\$24,180.94)** including sales tax.

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

**Prepared by:** Marcos McGraw, *MM*  
Project Engineer

**For Agenda of:** February 22, 2016

**Exhibits:** Contract Change Order No. 2

	Initial & Date
<b>Concurred by Mayor:</b>	<i>JG 2-16-16</i>
<b>Approved by City Administrator:</b>	<i>Ron W 2/16/16</i>
<b>Approved as to form by City Atty:</b>	<i>by email 2.5.16</i>
<b>Approved by Finance Director:</b>	<i>DF 2/16/16</i>
<b>Approved by Public Works Director:</b>	<i>MD 2/12/16</i>
<b>Approved by City Engineer:</b>	<i>K 2-12-16</i>

<b>Expenditure Required</b>	<b>(\$24,180.94)</b>	<b>Amount Budgeted</b>	\$400,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

On July 27, 2015, Council awarded this construction project to Pivetta Brothers Construction in the amount of \$424,377.03. This closeout Change Order reconciles all bid items and establishes the final construction contract amount. Change Order No. 1 in the amount of \$4,500.00 deleted work consisting of reinstalling traffic detection loops. The final quantities of several measured bid items were adjusted during the course of construction, which resulted in a final construction savings of \$24,180.94 as shown on the attached change order.

**FISCAL CONSIDERATION**

The overall final project balance, including both changes, resulted in a construction project realized savings of \$28,680.94 for a revised total construction contract amount of \$395,696.08.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

**Move to:** Approve and authorize the Mayor to execute this final deductive Change Order with Pivetta Brothers Construction in the deductive amount of **(\$24,180.94)** including sales tax.







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

**Subject:** Woodworth Tank Removal Project

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

**Proposed Council Action:**

Authorize the Mayor to execute a Small Public Works Contract with Dickson Company in the amount of \$36,052.20, and authorize the City Engineer to approve additional construction expenditures up to \$1,500.00.

**Prepared by:** Marcos McGraw *MMG*  
Project Engineer

**For Agenda of:** February 22, 2016

**Exhibits:** Small Public Works Contract

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

Initial & Date

*JG 2-18-16*  
*POW 2/18/16*  
*by email 2-5-16*  
*CF 2/18*  
*[Signature] 2/17/16*  
*[Signature] 2-16-16*

<b>Expenditure Required</b>	\$36,052.20	<b>Amount Budgeted</b>	(see "Fiscal Consideration")	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The long abandoned water tank located on the corner of Woodworth Avenue and Ringold Street has been unused and disconnected from the City's water system for many years. This contract provides for demolition, removal, and disposal of this tank.

**BID RESULTS**

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from structure demolition contractors on the Small Works Roster and obtained the following quote to complete the scope of work. The Engineer's Opinion of Probable Cost is \$28,196.00. One proposal was received by the City of Gig Harbor on February 3, 2016. That bid is listed below showing the total bid amount including Washington State sales tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	Dickson Company	\$ 36,052.20

**FISCAL CONSIDERATION**

The 2015/2016 City Budget's Water Operating Fund includes sufficient funds for this project:

Budgeted Local Funds	\$ 25,000.00
Available budget from Well #3 Maintenance	\$ 12,552.20
Anticipated Construction Expenses:	
Woodworth Tank Removal	\$ (36,052.20)
Change Order Authority for Public Works Contract	\$ (1,500.00)
Remaining 2015/2016 Budget:	\$ 0.00

The amount allocated to the budgeted objective for this project is \$25,000. However, the City has revenue available from the Water Operating Fund objective #11 "Well #3 Maintenance", in an amount in excess of \$12,552.00, which results in total available funds for this project in the amount of \$37,552.20. Therefore, sufficient funds exist within the water operating account to fund these expenditures.

**BOARD OR COMMITTEE RECOMMENDATION**

NONE

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a Small Public Works Contract with Dickson Company in the amount of \$36,052.20, and authorize the City Engineer to approve additional construction expenditures up to \$1,500.00.

**BID PROPOSAL**

A. Acknowledgement

The undersigned bidder declares they have read the Contract, understands the conditions of the Contract, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract.

The work under this Contract shall be fully completed within the times specified in the Contract.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$ 5,675.74	\$ 5,675.74
2	Tank Demolition	1	LS	\$ 14,405.77	\$ 14,405.77
3	Site Restoration	1	LS	\$ 13,146.32	\$ 13,146.32
<b>SUB-TOTAL</b>					<b>\$ 33,227.83</b>
<b>SALES TAX @ 8.5 %</b>					<b>\$ 2,824.37</b>
<b>BID TOTAL</b>					<b>\$ 36,052.20</b>



C. Bid Proposal Signature:

Bidder Signature: 

Printed Bidder Name: Randy Asahara - Treasurer

Company Name: Dickson Company

Mailing Address: 3315 South Pine Street

Tacoma, WA 98409

Phone: 253-472-4489

Fax: 253-472-4521

Email: Randy@dickson.net

D. Measurement and Payment

The Contractor proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract.

1. "Mobilization and Demobilization"

This lump sum item includes all labor, equipment, and materials to mobilization and demobilization to and from the work site. It shall include all fees incidental to the described work not otherwise captured by the remaining bid items below. It shall include all costs associated with furnishing and operating all equipment and tools necessary to perform the work described in this contract, including, site preparation, site access, setup and removal of all equipment.

The Contractor shall be responsible for proper maintenance of the site and periodic removal of all wastes. Upon completion, the Contractor shall remove all equipment, extra materials, and wastes, and restore the site to its original condition as directed by the City.

The Contractor will be paid 70% of this item when equipment set up is completed and 30% when work at the site (including cleanup and restoration) is complete.

2. "Tank Demolition"

This lump sum item includes all costs for furnishing of equipment, labor, tools, and miscellaneous material necessary to demolish the tank as directed, haul all materials off site and dispose of all materials in accordance with applicable laws and regulations as described in "Specifications".

3. "Site Restoration" This lump sum item includes all costs for furnishing of equipment, labor, tools, and miscellaneous material necessary to restore site to a consistent, level grade as directed as described in "Specifications".

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

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gig Harbor, Washington (the "City"), and Dickson Company, a Washington Corporation (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Thirty Three Thousand, Two Hundred, Twenty Seven Dollars and Eighty Three Cents (\$33,227.83), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Thirty Six Thousand, Fifty Two Dollars and Twenty Cents (\$36,052.20).

4. Retainage.

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

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

\_\_\_\_\_ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final

acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

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

5. Performance and Payment Bond - 50% Letter.

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

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

6. Warranty/Maintenance Bond.

[This section intentionally left blank.]

7. Indemnity.

A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees or volunteers, the

Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor'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 commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

C. The Contractor 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 Contractor's coverage.

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.



9. Prevailing Wage.

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

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

10. Termination.

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

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and

preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

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

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

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

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

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors 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 Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

\_\_\_\_\_  
MAYOR JILL GUERNSEY  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_

## EXHIBIT A – DESCRIPTION OF WORK

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### City of Gig Harbor WOODWORTH TANK REMOVAL (CWP1517)

#### Summary

The “Woodworth Tank” is located on a City owned parcel at the corner of Woodworth Avenue and Ringold Street. This steel standpipe that was part of the City of Gig Harbor’s municipal water system is currently not in use nor connected to the municipal water system. The approximate dimensions of the standpipe are 52 feet tall with a diameter of 14 feet. The steel standpipe shall be demolished and removed from the site along with all associated hardware and appurtenances.

The site generally consists of gravel, grasses, weeds and the standpipe, with a cement concrete foundation. After demolition, the site shall be restored by hydro-seeding after removing the existing surfacing to a depth of eight inches and replacing it with loose topsoil.

Any damage to the existing asphalt surfaces, functional utilities infrastructure or private structures shall be repaired by the contractor and at no additional cost to the City.

#### Specifications

##### **Standpipe Tank Demolition:**

Vehicular access to the site is from Woodworth Avenue or Ringold Street. All equipment and tools shall be in good working order. All appurtenant tools and equipment are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

##### **Project Schedule**

1. The Contractor shall complete all physical Contract Work within twenty (20) “working days” specified herein or as extended by the City.
2. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, or a holiday, and;
3. Recognized holidays during the anticipated duration of the project are: the third Monday of February and Memorial Day, and;
4. An unworkable day is defined as a day the City declares to be unworkable because of weather or conditions beyond the contractor’s control that prevents satisfactory and timely performance of the Work.
5. The successful bidder shall sign two (2) copies of the contract and return them to the City within 14 days of receiving notice of contract award; and
6. The contractor shall apply for a demolition permit through the City of Gig Harbor Building Department using guidance on the Client Assistance Memo within 10 days of receiving a notice to proceed; and
7. The contractor shall commence the work and the City will start counting contract days within 10 days after issuance of the demolition permit; and

## Site Preparation

1. Set up temporary traffic control devices in accordance with approved traffic control plans and the Manual on Uniform Traffic Control Devices (MUTCD); and
2. Place all temporary erosion control BMP's prior to commencing work; and
3. Install temporary security fencing as needed; and
4. Install temporary driving surfaces and working surfaces where deemed necessary by the Contractor.

## Hazardous Material

1. Lead Paint:
  - a. The Contractor shall encounter and be required to properly remove, handle, and dispose of a lead coated tank as part of the Work in accordance with all applicable regulations, and shall be responsible for acquiring and complying with all necessary permits and approvals necessary.
  - b. All work performed shall be done by the Contractor in strict accordance with the requirements of the Washington State Department of Labor and Industries, the Occupational Safety and Health Agency, the Department of Commerce or other applicable local, state or federal regulatory agency with jurisdiction over the work.
  - c. The Contractor responsible for lawful and permitted lead coated tank removal and disposal shall be certified in accordance with WAC 365-230 and shall provide whatever regulatory notices are required including but not limited to a minimum 5-day notice to the Washington State Department of Commerce prior to starting.
  - d. The Contractor responsible for the lead coated tank removal and disposal shall submit to the City for review a Worker Safety Plan outlining the workplace procedures that ensure compliance with WAC 296-155-176, WAC 296-62-07521, and WAC 365-230 and all other applicable requirements and regulations related to lead based paint removal, disposal, and worker safety.
  - e. All workers responsible for removing, handling, and disposing of the lead coated tank shall be required to wear the appropriate personal protective equipment, which may include respirators, gloves, head and foot protection, coveralls, etc., as required by Washington State Department of Labor and Industries, Division of Occupational Safety and Health or other local, state or federal regulatory agency. The Contractor is fully and solely responsible for compliance with all applicable worker notifications and all other health and safety requirements of the work. The Contractor is also fully and solely responsible to select a lawful and lawfully permitted disposal facility for the lead coated tank and shall provide documentation of lawful disposal to the Engineer following completion of the work.
2. Removal and Disposal of Asbestos Cement Pipe:
  - a. The Contractor shall encounter and be required to properly remove, handle and dispose of asbestos cement pipe as part of the Work in accordance with all applicable regulations, and shall be responsible for acquiring and complying with all necessary permits and approvals necessary.
  - b. All work performed shall be done by the Contractor in strict accordance with the requirements of the Puget Sound Clean Air Agency, the Washington State Department of Labor and Industries, the Occupational Safety and Health Agency or other applicable local, state or federal regulatory agency with jurisdiction over the work.



- c. The Contractor responsible for the lawful and permitted asbestos cement pipe removal and disposal shall be a certified Asbestos Contractor in accordance with WAC 296-65-017, and shall provide whatever regulatory notices are required including but not limited to a minimum 10-day notice to the Washington State Department of Labor and Industries prior to starting.
- d. All workers responsible for removing, handling, and disposing of asbestos cement shall be appropriately certified in accordance with WAC 296-65, and be required to wear the appropriate personal protective equipment, which may include respirators, gloves, head and foot protection, coveralls, etc., as required by Washington State Department of Labor and Industries, Division of Occupational Safety and Health or other local, state or federal regulatory agency. Copies of the certifications for the Contractor, Supervisor, and each worker shall be provided immediately to the Engineer upon request. The Contractor is fully and solely responsible for compliance with all applicable worker notifications and all other health and safety requirements of the work. The Contractor is also fully and solely responsible to select a lawful and lawfully permitted disposal facility for the asbestos cement and shall provide documentation of lawful disposal to the Engineer following completion of the work.

### **Tank Demolition and Site Development**

Demolition work is limited to the structures and appurtenances identified in this contract and using the following methods in the order shown:

1. Site mobilization:
  - a. The Contractor shall submit a traffic control plan showing devices proposed for lane or street closure and vehicular traffic on adjacent streets as needed; and
  - b. Site access is limited to existing access points for vehicles.
2. Pre-development inspection:
  - a. The Contractor shall conduct a pre-redevelopment inspection of the site; and
  - b. The Contractor shall note the general condition of the site, structures and amenities throughout the site as well as adjacent parcels.
3. Standpipe Demolition:
  - a. The Contractor shall comply with all national and local safety regulations related to the work described; and
  - b. The City shall pay the costs of a demolition permit through the City of Gig Harbor Building Department; and
  - c. All materials and debris associated with the demolition work shall become the property of the contractor and shall be disposed of offsite, in accordance with the provisions and conditions of the City issued building demolition permit, and state, federal and all local rules and regulations.
4. Site Restoration:
  - a. After demolition of the tank the contractor shall fill all holes and trenches with material that is equivalent to native soils found on the site; and
  - b. The contractor shall grade the site in a consistent, level manner; and
  - c. The contractor shall thoroughly compact the site. This compaction process may be performed using loaded hauling equipment.

5. Post-redevelopment inspection:
  - a. The Contractor shall conduct a post-redevelopment inspection of the site; and
  - b. The Contractor shall remove all tools, equipment and debris associated with the work.

**Site Cleanup and Restoration**

1. Remove temporary security fencing.
2. Restore the site to the original condition with repairing gravel driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces.
3. Coordinate with the City for final acceptance inspection.

**BID PROPOSAL**

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A. Acknowledgement

The undersigned bidder declares they have read the Contract, understands the conditions of the Contract, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract.

The work under this Contract shall be fully completed within the times specified in the Contract.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>QT Y</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	Mobilization and Demobilization	1	LS	\$	\$
2	Tank Demolition	1	LS	\$	\$
3	Site Restoration	1	LS	\$	\$
<b>SUB-TOTAL</b>					<b>\$</b>
<b>SALES TAX @ 8.5 %</b>					<b>\$</b>
<b>BID TOTAL</b>					<b>\$</b>

C. Bid Proposal Signature:

Bidder Signature: \_\_\_\_\_

Printed Bidder Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

D. Measurement and Payment

The Contractor proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit prices(s) indicated for the Work as set forth in the Contract.

1. "Mobilization and Demobilization"

This lump sum item includes all labor, equipment, and materials to mobilization and demobilization to and from the work site. It shall include all fees incidental to the described work not otherwise captured by the remaining bid items below. It shall include all costs associated with furnishing and operating all equipment and tools necessary to perform the work described in this contract, including, site preparation, site access, setup and removal of all equipment.

The Contractor shall be responsible for proper maintenance of the site and periodic removal of all wastes. Upon completion, the Contractor shall remove all equipment, extra materials, and wastes, and restore the site to its original condition as directed by the City.

The Contractor will be paid 70% of this item when equipment set up is completed and 30% when work at the site (including cleanup and restoration) is complete.

2. "Tank Demolition"

This lump sum item includes all costs for furnishing of equipment, labor, tools, and miscellaneous material necessary to demolish the tank as directed, haul all materials off site and dispose of all materials in accordance with applicable laws and regulations as described in Exhibit 'A'.

3. "Site Restoration" This lump sum item includes all costs for furnishing of equipment, labor, tools, and miscellaneous material necessary to restore site to a consistent, level grade as directed, haul all materials off site and dispose of all materials in accordance with applicable laws and regulations as described in Exhibit 'A'.





"THE MARITIME CITY"

DEVELOPMENT SERVICES

**Determination of Nonsignificance (DNS)  
W.A.C. 197-11-350**

**Environmental Review Application Number: PL-SEPA-15-0005**

**Parcel Numbers:** 0222314010

**Action:** Demolition permit

**Proposal:** The proposed capital improvement project involves the demolition of an old abandoned water tank that was part of the municipal water system. Work includes removal of the tank and all associated appurtenances, including the concrete foundation. The applicant will ensure that adequate precaution is taken by the contractor to utilize best management practices when working with potentially hazardous materials on site, including lead paint. The contractor will submit his/her plan for containing or removing and disposal of this material.

**Location:** The subject site is located at the southeast corner of the intersection of Woodworth Avenue & Ringold Street in Gig Harbor, WA. Section 31 Township 22 Range 02

**Proponent:** City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335

**Lead Agency:** City of Gig Harbor

The lead agency has determined that the proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and comments received. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date below, or by the

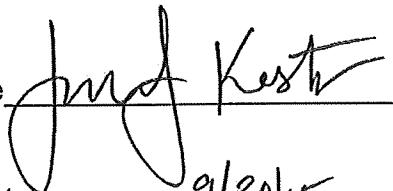
date comments are due, whichever is longer. Comments must be submitted by October 14, 2015.

Any interested person may appeal the adequacy of this SEPA Threshold Determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within 21- days after the issuance of this DNS, or October 21, 2015, whichever is later. The written appeal must be submitted with a filing fee of two hundred seventy five dollars (\$275.00).

Contact Person: Carl de Simas, Associate Planner; Phone: (253) 853-7628

Responsible Official: Jennifer Kester  
Position Title: Planning Director Phone: (253) 853-7631

Address: City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Signature  \_\_\_\_\_  
Date 9/30/15 \_\_\_\_\_



## DEMOLITION PERMITS

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**Demolition Permit Fee..... \$119.00**

**Inspection and Conditions.**

1. All utility companies must be contacted prior to commencing demolition. All utilities must be abandoned and protected in accordance with the requirements of the respective utility company. Gig Harbor Public Works will inspect and approve the removal and protection of water, sanitary sewer and storm sewer utilities.
2. See Section 3303, 2003 International Building Code.
3. The site must be cleared of all debris after demolition, including foundation and other masonry materials. Materials must be disposed of at an approved sanitary landfill, recycle center, or an approved site.
4. All required temporary erosion and siltation control measures must be maintained until permanent erosion/siltation control measures are established.

**3303.2 Pedestrian Protection.** The work of demolishing any building shall not be commenced until the required pedestrian protection is in place as required by this chapter.

The building official may require the permittee to submit plans and a complete schedule for demolition. Where such are required, no work shall be done until such plans or schedule, or both, are approved by the building official.

**TABLE 3306.1-Protection of Pedestrians**

HEIGHT OF CONSTRUCTION	DISTANCE FROM CONSTRUCTION TO LOT LINE	TYPE OF PROTECTION REQUIRED
8 FEET OR LESS	LESS THAN 5 FEET	CONSTRUCTION RAILINGS
8 FEET OR LESS	5 FEET OR MORE	NONE
MORE THAN 8 FEET	LESS THAN 5 FEET	BARRIER AND COVERED WALKWAY
MORE THAN 8 FEET	5 FEET OR MORE, BUT NOT MORE THAN ONE-FOURTH THE HEIGHT OF CONSTRUCTION	BARRIER AND COVERED WALKWAY
MORE THAN 8 FEET	5 FEET OR MORE, BUT BETWEEN ONE-FOURTH AND ONE-HALF THE HEIGHT OF CONSTRUCTION	BARRIER
MORE THAN 8 FEET	5 FEET OR MORE, BUT EXCEEDING ONE-HALF THE HEIGHT OF CONSTRUCTION	NONE





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

**Subject:** Second Reading of Ordinance – Cross Connection Control and Backflow Prevention

**Proposed Council Action:** Adopt Ordinance No. 1331 implementing new cross connection and backflow prevention requirements under Chapter 13.06 of the Gig Harbor Municipal Code.

**Dept. Origin:** Public Works

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

**For Agenda of:** February 22, 2016

**Exhibits:** Ordinance

	Initial & Date
<b>Concurred by Mayor:</b>	<i>JG 2/16/16</i>
<b>Approved by City Administrator:</b>	<i>RW 2/16/16</i>
<b>Approved as to form by City Atty:</b>	<i>VIA EMAIL 2/10/16</i>
<b>Approved by Finance Director:</b>	<i>DF 2/16/16</i>
<b>Approved by Department Head:</b>	<i>JL 2/10/16</i>

<b>Expenditure Required</b>	\$ 0	<b>Amount Budgeted</b>	\$ 0	<b>Appropriation Required</b>	\$ 0
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### INFORMATION/BACKGROUND

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

This ordinance was presented at the first reading with two options for the council to consider related to testing and repair of backflow prevention assemblies. Based on feedback from the council at the first reading, the attached revised ordinance includes only the status quo option for testing and repairing backflow prevention assemblies.

Additionally, to avoid redundancy, the attached revised ordinance now consolidates the qualification requirements of the testing company into a new section GHMC 13.06.150 instead of these requirements being identified in multiple locations within this code (GHMC 13.06.160 and 170).

### FISCAL CONSIDERATION

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

**BOARD OR COMMITTEE RECOMMENDATION**

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

**RECOMMENDATION/MOTION**

Adopt Ordinance No. 1331 implementing new cross connection and backflow prevention requirements under Chapter 13.06 of the Gig Harbor Municipal Code.



**ORDINANCE NO. 1331**

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

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

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

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

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

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

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

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

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

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

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

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

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

13.06.010 Declaration of Title.

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

13.06.020 Definitions.

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

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

13.06.030 Purpose.

The purpose of this code is to:

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

13.06.040 Authority.

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

13.06.050 Adoption of technical manuals.

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

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

#### 13.06.060 Water system framework.

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

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

#### 13.06.100 Review of new and existing service connections.

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

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

13.06.110 Existing service connection review program.

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

13.06.120 Backflow assembly specifications.

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

13.06.130 Backflow assembly types.

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

13.06.140 Recordkeeping of installed backflow prevention assemblies.

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

13.06.150 Qualifications of commercial testing companies

Commercial companies that test backflow prevention assemblies for compliance with this chapter shall be certified by the Washington State Department of Health. The Water Supplier maintains a list of these commercial testing companies approved to perform testing of backflow prevention assemblies. If a desired commercial testing company is not on the approved list, the company may submit qualifications to the Water Supplier and request authorization to perform backflow prevention testing.

13.06.160 Testing of backflow prevention assemblies prior to initial operation.

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

13.06.170 Testing and repairing backflow prevention assemblies after initial operation.

- A. Each backflow prevention assembly after initial testing shall be field tested on an annual basis by a commercial testing company selected and coordinated by the consumer. The field test shall occur no later than the annual date of installation. In those instances where the Superintendent deems the hazard to be great enough, the Superintendent may require field tests at more frequent intervals.
- B. If repair or relocation of a backflow prevention assembly is required, each backflow prevention assembly shall be field tested after being repaired or relocated and prior to being placed back into service.

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

13.06.180 Backflow prevention assembly quality control assurance.

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

13.06.190 Inspections.

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

13.06.200 Backflow prevention assembly incidents.

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

13.06.210 Operation and Maintenance of protected connections.

Operation and maintenance of the consumer's system by the consumer shall be continuous. Service of water to any premises shall be discontinued by the Water Supplier if any of the following conditions exist:

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

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

13.06.220 Variances.

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

13.06.230 Violations – Delinquencies.

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

- A. Field testing as required by this code shall be deemed delinquent if the field test results are not presented to the Water Supplier within 20 days following the annual date of installation. For each delinquent field test the Water Supplier will



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

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

#### 13.06.240 Remedies not exclusive

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

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

Section 4. Effective Date. This Ordinance shall take effect and be in full force on June 1, 2016 after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO: 1331



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

**Subject:** Resolution 1027 – Moorage Rates at Jerisich Dock

**Proposed Council Action:** Adopt Resolution No. 1027 establishing moorage fees at Jerisich Dock.

**Dept. Origin:** Public Works

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

*JL*

**For Agenda of:** February 22, 2016

**Exhibits:** Resolution

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*JL 2-16-16*  
*Ron W 2/16/16*  
*VIA EMAIL 2/12/16*  
*DR 2/16/16*  
*JL 2/16/16*

<b>Expenditure Required</b>	\$ 0	<b>Amount Budgeted</b>	\$ 0	<b>Appropriation Required</b>	\$ 0
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### INFORMATION/BACKGROUND

The City is completing the public work construction project that will provide power and water utilities to boaters visiting the City's Jerisich Dock. The City intends to recover the costs for adding power and water to the dock and pay for the ongoing operation and maintenance of the dock through charging moorage fees. The revenues from moorage fees will be maintained in a separate account for Jerisich Dock operations and maintenance.

The City anticipates adoption of Ordinance 1331 on February 22, 2016. That ordinance will provide for moorage fees to be established by resolution. The attached resolution establishes the timing to begin collecting moorage fees and the rate for those moorage fees.

### FISCAL CONSIDERATION

While there is no expenditure required to adopt this resolution, approval of this resolution will provide the City with revenue to pay for ongoing operation and maintenance expenses at Jerisich Dock, including the added cost to the City to provide power and water to boaters.

### BOARD OR COMMITTEE RECOMMENDATION

This topic was presented to the Public Works Committee at their July 2015 meeting. The Public Works Committee generally supported establishing moorage fees.

### RECOMMENDATION/MOTION

Adopt Resolution No. 1027 establishing moorage fees at Jerisich Dock.

**RESOLUTION NO. 1027**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,  
WASHINGTON, ESTABLISHING MOORAGE FEES AT THE CITY'S  
JERISICH DOCK.**

---

WHEREAS, the City is in the midst of a public works project that will provide power and water utilities to boaters visiting the City's Jerisich Dock; and

WHEREAS, overnight moorage fees will help recover the costs for adding power and water to the dock and assist in paying for the ongoing operation and maintenance of the dock, including the power and water utilities; and

WHEREAS, the revenues from the moorage fees will be maintained in a separate account to pay expenses for Jerisich Dock operations and maintenance; and

WHEREAS, on February 22, 2016 the City Council adopted Ordinance No. 1331 which provides that moorage fees are required to be established by resolution for Jerisich Dock;

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

Section 1. The City shall begin charging moorage fees at Jerisich Dock upon completion of the following:

1. Moorage payment kiosk installed and operational; and
2. Power pedestals installed on the dock and operational; and
3. Water pedestals installed on the dock.

Section 2. The moorage fee for each overnight period at Jerisich Dock shall be based on the following schedule:

Friday before Memorial Day through Labor Day: \$1.00 per foot, with a minimum charge of \$20

All other days: \$0.50 per foot, with a minimum charge of \$10

PASSED by the City Council this 22nd day of February 2016.

APPROVED:

\_\_\_\_\_  
MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 02/16/16  
PASSED BY THE CITY COUNCIL: 02/22/16  
RESOLUTION NO. 1027





**Subject:** Chamber of Commerce Lease  
Renewal

**Proposed Council Action:** Approve and  
Authorize the Mayor to execute a Lease and  
Agreement of Services with the Chamber  
of Commerce.

**Dept. Origin:** Administration

**Prepared by:** Ron Williams

**For Agenda of:** February 22, 2016

**Exhibits:** 2016 Lease Agreement

**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 2-18-16

RW 2/18/16

Via email 2/18-16

RL 2/18

\_\_\_\_\_

Expenditure  
**\$0**

See Fiscal Consideration below

**INFORMATION / BACKGROUND**

The city has enjoyed a productive relationship with the Gig Harbor Chamber of Commerce as it manages our visitor's center as part of their offices. It is proposed that we continue that relationship and maintain the same rent amount in this lease

**FISCAL CONSIDERATION**

This will be the same rental amount as past years.

**RECOMMENDATION / MOTION**

Move to: Approve and authorize the Mayor to execute a Lease and Agreement of Services with the Chamber of Commerce

## LEASE AND AGREEMENT FOR SERVICES

THIS LEASE AND AGREEMENT FOR SERVICES ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF GIG HARBOR, a municipal corporation of the State of Washington ("Landlord") and GIG HARBOR CHAMBER OF COMMERCE, a Washington non-profit corporation ("Tenant"). In consideration of the following mutual promises, the parties agree as follows:

1. LEASED PREMISES. Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord the following described premises: those certain premises located at 3125 Judson Street, Gig Harbor, WA 98335 (the "Premises").

2. TERM.

2.1 Term. This Lease shall commence on February 1, 2016, for a term of five years unless terminated as provided herein.

2.2 Condition of Premises. Tenant shall accept the Premises in the condition then existing as of the commencement of this Lease, with the understanding that the parties will later address painting of the lobby area, replacement of the door entry, replacement of the carpet with vinyl hardwood flooring, and carpet cleaning for the remaining office and common areas.

2.3 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, or following any other termination hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due shall be payable in the amount and at the time specified in this Lease, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

3. RENT AND OTHER CONSIDERATION.

3.1 Rent. The rent shall be Five Hundred Dollars (\$500) per month, due and payable in full on the first day of each month, commencing on February 1, 2016. Payment shall be made to Landlord at the following address: Finance Director, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, or such other address as Landlord may designate from time to time in writing.

3.2 Leasehold Excise Taxes. In consideration of in-kind services to be provided by Tenant, Landlord agrees to pay, pursuant to Chapter 82.29A RCW, leasehold excise taxes on the Rent, (See WAC 458-29A-100(2)(f)(iii).)

3.3 Services to be Provided. As additional consideration for this Lease, the Tenant agrees to provide the services set forth on Exhibit A, attached to and incorporated into this Lease by this reference.

3.4 Utilities. Tenant shall, during the term hereof, pay prior to delinquency all charges for utilities supplied to the Premises and shall hold Landlord harmless from any liability therefrom.

4. USE. The Premises shall be used for office and meeting space and a visitor center, and for no other purpose without the prior written consent of Landlord.

5. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS.

5.1 Maintenance and Repairs.

5.1.1 Tenant, at its sole cost and expense, shall maintain the Premises in a good state of repair. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises any signs, notices and displays placed by Tenant.

5.1.2 Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense.

5.1.3 In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at eighteen percent (18%) per annum from the date of such work.

5.1.4 Tenant shall do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to its maintenance obligation as set forth herein, and shall indemnify Landlord from all costs and expenses, including attorneys fees, resulting from any related claim or demand.

5.2 Alterations and Additions. Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of Landlord.

5.3 Janitorial and Landscaping Services. Tenant shall be responsible for all costs associated with janitorial services and Landlord shall maintain landscaping for the premises, including repair and maintenance of the water display, by providing monthly clean up and attention to planted areas.

6. ENTRY BY LANDLORD. Landlord reserves and shall at all times have the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, and to post "for lease" signs.

7. LIENS. Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant.

8. INDEMNITY.

8.1 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, costs and expenses arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred by Landlord in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

9. INSURANCE.

9.1 Liability Insurance. Tenant, at its expense, shall maintain at all times during the term of this Lease, comprehensive liability insurance, contractual liability insurance, property damage liability insurance and such other insurance as Landlord may require from time to time in respect of the Premises and the conduct or operation of business therein, with Landlord as an additional insured, with One Million Dollars (\$1,000,000) minimum combined single limit coverage, or its equivalent. The limits of such insurance shall not limit the liability of Tenant. All such insurance shall also insure the performance by Tenant of the indemnity agreement set forth in Section 8 of this Agreement. For insurance required to be maintained by Tenant under these Sections 9.1 and 9.2, and upon the request of Landlord, Tenant shall deliver to Landlord certificates of insurance, in such form reasonably requested by Landlord, issued by the insurance company or its authorized agent.

9.2 Property Insurance. Tenant shall maintain fire and extended coverage insurance on the Premises, subject to such reasonable deductibles as Landlord may establish. Landlord shall have the right to place on the Premises any other insurance as Landlord shall deem necessary. Tenant shall obtain and bear the expense of casualty insurance insuring the property of Tenant and tenant improvements on the Premises against such risks and naming Landlord and any superior mortgagee of the Premises of whose identity Tenant is notified, as additional insureds.

9.3 Acceptable Insurance Companies. All insurance policies required to be carried by Tenant hereunder shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington and otherwise deemed acceptable by Landlord.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall be subject to Landlord's sole discretion.

11. DEFAULT, REMEDIES.

11.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

11.1.1 Any failure by Tenant to pay the Rent or any other monetary sums required to be paid hereunder on the date such payment is due;

11.1.2 The abandonment or vacation of the Premises by Tenant;

11.1.3 A failure by Tenant to observe and timely perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after such act or omission; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

11.2 Remedies. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, without notice, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

11.2.1 Maintain this Lease in full force and effect and recover the Rent and other monetary charges as they become due, without terminating the Lease, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate this Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises, as Landlord deems reasonable and necessary without being deemed to have elected to terminate this Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such reletting occurs, Tenant shall remain liable for any rent deficiency and all costs and expenses of reletting, including costs of any remodeling to meet a new tenants' needs. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.



11.2.2 Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, including attorneys fees; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of eighteen percent (18%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%). The term "rent," as used in this section, shall be deemed to be and to mean the Rent to be paid pursuant to Section 3 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

## 12. MISCELLANEOUS.

12.1 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

12.3 Waiver. No covenant, term or condition of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

12.4 Notices. All notices or demands of any kind required or desired to be given by Landlord or Tenant shall be in writing and deemed delivered upon actual

delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

If to Landlord at:

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

If to Tenant at:

Gig Harbor Chamber of Commerce  
Attn: Warren Zimmerman  
P.O. Box 102  
Gig Harbor, WA 98335

Or at such other address as the parties may designate by written notice to the other.

12.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relative to the Premises. This Lease may be amended only by a written instrument signed by Landlord and Tenant. Landlord and Tenant agree hereby that all prior oral agreements relating to this agreement are merged in or revoked by this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

LANDLORD:

TENANT:

CITY OF GIG HARBOR

GIG HARBOR CHAMBER OF COMMERCE

\_\_\_\_\_  
Mayor Jill Guernsey

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

APPROVED AS TO FORM:

Office of the City Attorney

\_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

DATED: \_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

DATED: \_\_\_\_\_

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

## EXHIBIT A

### Scope of Services

1. The Chamber will include the City of Gig Harbor logo on the visitor center signage.
2. The Chamber will run the visitor center at least six hours per day, five days per week throughout the year. The Chamber may also choose to close the visitor center on nationally recognized holidays. Additional closure days can be agreed upon mutually on a case-by-case basis.
4. The Chamber staff and/or volunteers will greet and provide quality customer service to walk-in visitors at the visitor center. The Chamber will run the functions and operations normally associated with a visitor center. The Chamber may also use the building for Chamber-related functions and activities.
5. In the front room of the visitor center and on the exterior of the building, the Chamber will retain sufficient space for visitor information materials, including racks for rack cards and brochures. The City will continue to manage the visitor racks elsewhere around town.
6. By the 30th day following the end of each calendar quarter (January – March, for example), the Chamber will provide to the City a written report on visitor center activities, including number of walk-in visitors each month, number of visitor-related phone calls each month, and number of referrals to local hotels each month.
7. The Chamber will recruit, train, supervise, and manage the visitor center volunteers.
8. If it wishes, the Chamber may take over the selling of Gig Harbor retail items in the visitor center, including shirts, hats, coats, and vests with the City logo. The Chamber can purchase additional inventory and set prices at its discretion.
9. Chamber staff, board members, and volunteers will not park their vehicles in the parking spaces fronting the visitor center on Judson Street (disabled parking spaces are the exception to this rule).
10. The Chamber may request the City to contribute lodging tax dollars to the Chamber to pay for some operational costs. The request must be submitted in writing to the Chair of the City's Lodging Tax Advisory Committee ("LTAC"). Within 100 days of the Chamber's request, the LTAC will consider and make a recommendation on the Chamber's request to the City Council. Within 60 days of receiving the LTAC recommendation, the City Council will consider and approve, or deny the LTAC's recommendation on the Chamber's request. If the City Council denies the LTAC's recommendation, then the Chamber may terminate this Lease with 30 days written notice, within an effective date of termination no sooner than December 31, 2016.



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

**Subject: Interlocal Agreement – Pierce Transit / Gig Harbor Trolley**

**Proposed Council Action:**

Approve and authorize the Mayor to execute the 2016 Cost Sharing Agreement with Pierce Transit.

**Dept. Origin: Administration**

**Prepared by: Ron Williams**

**For Agenda of: February 22, 2016**

**Exhibit: 2016 Cost Sharing Agreement**

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*FL 2-18-16*  
*Ron W 2/18/16*  
*approved via email 2/18/16*  
*[Signature] 2/18/16*

<b>Expenditure Required</b>	\$31,613	<b>Amount Budgeted</b>	\$35,000	<b>Appropriation Required</b>	none
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**INFORMATION/BACKGROUND**

Pierce Transit and the City of Gig Harbor have partnered for three years on providing a trolley service for residents and tourists between Uptown and Downtown to our areas of retail services. Additionally, the Chamber of Commerce, the Downtown Waterfront Alliance and the Uptown shopping center owners have contributed financially to this partnership. The trolley had become quite popular with our citizens and service runs from June through September.

Pierce Transit makes an estimate of costs and revenue at the beginning of the year and then bills the city at the end of the season based on actual revenue received at the fare box. The partners are then billed for their share of the costs directly by the city. Last year, the ridership increased by 20% and the city's contribution was thereby reduced by \$12,027. This year, Pierce Transit is estimating the partnership share will be \$46,613. Each partner is committed to contribute \$5,000. Therefore, the estimated City contribution will be \$31,613. This is \$6,300 less than in 2015.

Staff is recommending that Council approve this 2016 Cost Sharing Agreement.

**FISCAL CONSIDERATION**

This item has already been approved in the 2016 Tourism & Communications Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$25,000.00. In addition, there are sufficient funds in the City's Economic Development Budget to cover an additional \$10,000 expenditure. There has been commitment from Uptown (\$5,000); the Chamber of Commerce (\$5,000); and the



Downtown Waterfront Alliance (\$5,000). This leaves a balance of \$31,613.00. We are continuing to explore additional funding from area businesses.

**BOARD OR COMMITTEE RECOMMENDATION**

Lodging Tax Advisory Committee approved the \$25,000 budget item.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute the 2016 Cost Sharing Agreement with Pierce Transit.

**Attachment A**

**2016 Cost-Sharing Agreement  
City of Gig Harbor and Pierce Transit**

I. **Service Cost Estimates and Monetary Contributions:** Monetary contributions by the City of Gig Harbor and Pierce Transit pursuant to Interlocal Agreement for Trolley Service dated February 24, 2014 for the 2016 Seasonal PT Trolley Service are described below.

A. The estimated cost is a planning level estimate based on the hours and miles identified by Pierce Transit. The 2016 PT Trolley Service is proposed to operate from June 2, 2016 to September 5, 2016. The actual hours and miles needed to operate the service is determined by Pierce Transit during the scheduling of the service prior to implementation.

B. Pierce Transit's targeted system average fare box recovery rate is 16% based on a \$2.00 adult fare. The City of Gig Harbor partnership will allow customers to be charged a \$.50 adult fare, a 75% discount to customers of the usual adult fare, for the seasonal 2016 Trolley Service. The City of Gig Harbor agrees to contribute the estimated targeted 16% fare box recovery to achieve Pierce Transit's average fare box recovery rate. Pierce Transit will deduct fare box revenue from the final invoice to the City of Gig Harbor so as to achieve at least a 16% fare box recovery rate.

C. The City of Gig Harbor's maximum estimated cost is \$46,613. Pierce Transit's estimated cost is \$291,334. If actual costs exceed the estimated amount, Pierce Transit will be liable for the higher cost as long as the service provided does not change significantly. If the parties agree to alter the service in ways that result in an increase in service hours, then this cost-sharing agreement will be renegotiated.

II. **2016 Trolley Service Estimates:**

Estimated 2016 Trolley Service Hours	1,935
2016 Budgeted Cost Per Service Hour	<u>\$ 150.56</u>
Estimated Cost to Operate Service	\$291,334

PT Targeted Average Fare Box Recovery Rate 16%

Community Investment Required \$46,613  
(16% x Estimated Cost to Operate Service)

Pierce Transit will deduct actual Gig Harbor Trolley fare box revenue, up to 16% partnership funds, from the final invoice.

Estimated Financial Contributions	
Pierce Transit	\$244,334
City of Gig Harbor	<u>\$ 46,613</u>
Estimated Cost to Operate Service	\$291,334

Pursuant to the terms of the Parties' Agreement, dated February 24, 2014, Gig Harbor agrees to pay the Community Investment amount listed above for the 2016 PT Trolley Service to offset the adult fare charged to customers of the Service.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of February, 2016.

**CITY OF GIG HARBOR**

**PIERCE COUNTY PUBLIC  
TRANSPORTATION BENEFIT  
AREA CORPORATION**

By:

By:

\_\_\_\_\_  
Jill Guernsey  
Mayor

\_\_\_\_\_  
Sue Dreier  
Chief Executive Officer

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

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

\_\_\_\_\_  
Wayne Fanshier  
Chief Financial Officer

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

ATTEST:

\_\_\_\_\_  
Deanne Jacobson, CMC

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