

City Council Meeting

**October 24, 2016
5:30 p.m.**



MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, October 10, 2016 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

Mayor Pro Tem Payne called the meeting to order. Present: Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, and Kadzik. Mayor Guernsey was absent.

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

1. [Gig Harbor Canoe and Kayak Racing Team Recognition.](#)

Mayor Pro Tem Payne announced that the Gig Harbor Canoe and Kayak Racing Team won its fifth national championship this past August. In addition, thirteen of the athletes were selected to join the Olympic Hopes Regatta in Hungary to represent the United States. He said this is a phenomenal honor for our community and read a message from Mayor Guernsey congratulating the athletes and coaches, thanking them for being a part of the community, and wishing them luck on future endeavors.

The names of the 43 members of the team were read aloud, and Mayor Pro Tem Payne presented those that came forward with a certificate of recognition.

2. [Outstanding Career Achievement for Historic Preservation Award.](#)

















Mayor Pro Tem Payne announced that the city would like to honor a great contributor to our community, Lita Dawn Stanton. Each year the Washington State Dept. of Archeology and Historic Preservation honors persons, organizations, and projects that have achieved distinction in the field of historic preservation. Ms. Stanton was one of the 2016 award recipients. As the former Historic Preservation Officer, she successfully worked to recognize and protect the Skansie Brothers Park, the Skansie Netshed, and the Eddon Boatworks. He asked the audience to join in congratulating her. He then presented Ms. Stanton with a notebook portfolio in recognition of her service to the community.









[Ms. Stanton](#) thanked the city for recognizing Gig Harbor's historic preservation and presented an overview of these accomplishments. She stressed the importance of historic preservation and encourage Council to reinstate the Historic Preservation Officer position to ensure future balance.

[Mayor Pro Tem Payne apologized](#) that he didn't ask if someone from the GHCKRT would like to say a few words.

[Coach Holmes Schmidt](#) thanked Gig Harbor for recognizing the hard work of this team. He said they want to keep on this path to unite the old and the new: historic preservation and the sport of the young people, in harmony, so we all have a better future.

CONSENT AGENDA:

1. Approval of City Council Minutes Sept. 26, 2016  
2. Receive and File: a) Shawna Wise – Certified Municipal Clerk;   b) Design Review Board Minutes July 28, 2016;   c) City Council / Planning Commission Worksession Minutes Oct. 3, 2016;   d) Draft GH Arts Commission Minutes Sep. 1, 2016  
3. Resolution No. 1047 - Interlocal with AWC Risk Management Service Agency  
4. Resolution No. 1048 - 2017-18 Gig Harbor Legislative Agenda  
5. Employee Safety and Accident Prevention Plan Update  

6. Interlocal Agreement – West Sound Stormwater Outreach Group  
7. Tabling the Harbor Zones and Uses Project  
8. Olympic Drive Right-turn Lane Pocket / Chevron Property – Phase 2 Environmental Site Assessment  
9. Olympic Drive Right-turn Lane Pocket / Chevron Property – Purchase and Sale Agreement  
10. Approval of Payroll for the month of September: Checks #7727 through #7744 and direct deposits in the amount of \$615,537.41
11. Approval of Payment of Bills Oct 10, 2016: Checks #82369 through #82470 and ACH payments in the amount of \$459,531.43.

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

[City Administrator Ron Williams recognized the efforts of Assistant City Clerk Shawna Wise for obtaining her Certified Municipal Clerk status.](#)

OLD BUSINESS: None.

NEW BUSINESS:

1. [Stanich Ave. and Grandview Forest Park – Small Public Works Contract Award \(2 trees\)](#)



Project Engineer Marcos McGraw presented the background information for the contract to remove two trees identified to be diseased. Council questions were addressed.

MOTION: Move to authorize the Mayor to execute a Small Public Works Contract with Woodland Industries GC, Inc. in an amount not to exceed \$5,967.50.
Ekberg / Perrow - unanimously approved.

2. [Resolution No. 1049 - Amending Gig Harbor's Employment Growth Targets](#)  

Senior Planner Lindsey Sehmel explained that this resolution addresses inconsistencies with the adopted growth target in the 2030 Comprehensive Plan by accepting an additional 235 Employment Growth Targets to the City's 2030 employment allocation.

MOTION: Move to adopt Resolution No. 1049 requesting the Pierce County Council to amend Ordinance 2011-36s to add 235 Employment Growth Targets to the City of Gig Harbor's 2030 employment allocation.
Malich / Arbenz - unanimously approved.

3. [Public Hearing and First Reading of Ordinance – Residential Sprinklers](#)  

City Administrator Ron Williams introduced the agenda item and provided an overview of the efforts that has occurred since this ordinance was before Council earlier this year.

[Building/Fire Safety Director Paul](#) Rice presented additional background of this ordinance that would require an approved automatic sprinkler system in all new one-family and two-family dwellings and townhouses.

Mayor Pro Tem asked Mr. Williams to give an overview of the incentives that were offered. This and other Council questions were addressed.

[Mayor Pro Tem Payne opened the public hearing at 6:27 p.m.](#)

[Jeni Woock](#) – 3412 Lewis Street. Ms. Woock, Citizens for the Preservation of Gig Harbor spoke in favor of adopting the fire sprinkler ordinance. She said sprinklers would help save life and property, use less water, and provide a safer working environment for our fire fighters.

[Jim Pasin – 3206 50th St. Ct. NW.](#) Mr. Pasin spoke against the ordinance, posing several comments and questions. He addressed the outreach efforts, monitoring, inspections, water purveyors and pressure, location requirements, installation companies, remodels, permitting, insurance reduction, and smoke detectors.

[Corey Watson](#) – Quadrant Homes, 15900 Eastgate Way, Bellevue. Mr. Watson spoke against the ordinance. He commented on the General Facility Charge (GFC) reduction. He said not charging the 1” rate it could reduce the availability of ERUs. He also asked if the city has the staff to retrofit the setters for a 1” connector.

[Jerimiah LaFranca – Master Builders Association, 1120 Pacific Ave Ste. 301 Tacoma.](#) Mr. LaFranca spoke against the ordinance. He shared death by fire related statistics, saying life safety is important to everyone, but the focus should be on the best way to accomplish this.

[Kurt Wilson – Soundbuilt Homes, 12815 Canyon Road East, Puyallup.](#) Mr. Wilson spoke against the ordinance. He categorized the requirement as an unfunded mandate that would unreasonably hit someone’s pocket down the line.

[Tom Young – Azure NW Homes, 10323 123rd St NW.](#) Mr. Young spoke against the ordinance, and talked about the effect of the additional cost on his ability to compete with larger home builders and on the affordable homes market.

[Katherine Rudolph – Pierce County Association of Realtors.](#) Ms. Rudolph spoke against the ordinance. Of concern is the data showing that the actual fire danger is in older housing stock and mobile home stock and so what is the advantage of adding fire sprinklers to high quality new construction single family residences. She commented on the potential issue with multiple water purveyors in Gig Harbor and the effect on affordable house.

[Kirk Lent](#) – (stepped out of chambers).

[Scott Walker – Rush Construction, 6622 Wollochet Dr. NW.](#) Mr. Walker voiced opposition to the ordinance. He said Council is being asked to make an important decision that will affect all single family homes, on short notice and with limited data. He cited the numbers of new homes that remain to be built in Gig Harbor and the associated costs. He cited FEMA data on fire related deaths and their causes and asked if it wouldn’t make more sense to target the root cause of residential fires rather than a requirement to sprinkler all buildings. He said we should work closely to vet solutions.

[Garrett Gibson – Lemar Homes, 1818 109th Ave Ct. E. Edgewood.](#) Mr. Gibson spoke against the ordinance saying there is no factual basis in the data being presented to base this on. He said they provided alternative, less costly measures with better results than sprinklering. They also proposed a 5,000 square foot threshold, but there has been no counter to that number. The city’s “significant financial incentives” were the only compromise offered and misleading due to increased cost for larger meters and review fees and are temporary in nature.

[Bob Camp -3608 East Bay Drive.](#) Mr. Camp spoke against the ordinance. He referenced the Growth Management Act and added jobs, saying that the cost to put a sprinkler system in a single family home will eliminate 650 families from being able to afford a house where they work, which those people on the road.

[Brendon Mason – Olympic Property Group, 5727 Baker Way NW](#). Mr. Mason praised the Gig Harbor Fire Department personnel, then said it is Council's job to balance issues with competing goals. He asked if the cost of adding sprinklers to new homes is justified by the improvement to life safety. If so, then should they be required of all Gig Harbor homes. Though the intent is admirable, the benefits are outweighed by both the short and long term cost impact to install and maintain. He compared fighting fires in Gig Harbor with Seattle, where there is no requirement for sprinklers. He said there needs to be a nexus between the new requirement and the conditions in Gig Harbor. He referenced the Fox Island fire and how the conditions in Gig Harbor North are different. This requirement will add a significant burden to the cost of homeownership adding that there are more cost effective ways to increase home fire safety.

[Kirk Lent – Windermere Realty, 15202 19th Ave Ct. NW](#). Mr. Lent spoke against the ordinance. He said it's important that we make smoke detectors operational verses requiring them to be hard-wired. He said there will be abuse in the permit system if we require all retrofits to be hard-wired.

[Isaac Stocks - 1412 39th St. Puyallup](#). Mr. Stocks said most builders have built homes with fire sprinklers. He has three projects that will be built with sprinklers because there are issues with access and fire flow. This isn't the case at Harbor Hill. He said there are always intended and unintended consequences to requirements using the decline of single family building permits over the past three years due to the high cost of sprinkler requirements.

[There were no further public comments and the public hearing closed at 7:05 p.m.](#)

Councilmembers asked staff questions and discussed the issues that were identified. After extensive discussion, they requested that this return for a second reading at the October 24th Council meeting and should include the costs to the city for the GFCs, the permits, and proposed language for the requirement and cost impact for a requirement for smoke detectors.

[Mr. Rice](#) explained the reason the financial information was not included because we don't know how many homes will be permitted in the future.

4. [First Reading of Ordinance – Pawn Shops](#)  

Chief Kelly Busey introduced this ordinance that formally adopts the state law requirement for certain businesses to maintain a log of all transactions and to make the information available to law enforcement. He answered questions and requested that this return on the Consent Agenda for adoption at the next meeting. Council concurred.

5. [First Reading of Ordinance – Updates to Harbor Code](#)  

Chief Kelly Busey introduced this ordinance amending the definition of overnight moorage to 8:00 p.m. to 8:00 a.m. to allow for visitors to patronize local businesses. He answered questions and requested that this return on the Consent Agenda for adoption at the next meeting. Council concurred.

PUBLIC COMMENT: No one came forward to speak.

STAFF REPORT:

1. [Property Transfer – Pierce Transit](#). City Administrator Ron Williams introduced Ron Cohen, President of F.I.S.H. Food Bank. He explained that there may be an opportunity for property transfer from Pierce Transit that could facilitate a new location for the food bank.

[Ron Cohen](#) provided an overview of F.I.S.H. and the services that they offer in the community. He explained that it will take a government entity to negotiate with Pierce Transit for the property

and then they could lease it back to F.I.S.H. F.I.S.H. would use a capital campaign to raise the necessary funds for a new facility to provide social services. Could include D.S.H.S. and others to partner.

COUNCIL REPORTS / COMMENTS:

1. [Lodging Tax Advisory Committee: Tue. Oct 4th. City Administrator Ron Williams](#) reported on the recent meeting.

2. [Intergovernmental Affairs: Mon Oct 10th. Councilmember Payne reported](#) that the State Lobbyist provided the legislative agenda at the last meeting. No further updates at this time.

[Mayor Pro Tem Payne asked](#) for continued prayers for the Mayor and her husband.

[Councilmember Ekberg](#) reported that Katrina Knutson was recently elected as a new Board Member of the Greater Gig Harbor Conservancy as well as Dave Morris and Justin Stiefel, so Gig Harbor is well represented. He then mentioned the editorial in the Gateway reminding people that just because you see it in an email or online it doesn't mean it's true. He also reported that the YMCA, partnered with the Peninsula School District to provide water safety training to the 2nd and 3rd graders. It was very successful and may expand throughout Pierce County.

[Councilmember Perrow](#) explained that he was asked to participate in the oral board for new lateral police officers. He also said that Councilmembers Malich, Ekberg, and he and his son attended the ribbon cutting for the newest phase of the Wastewater Treatment Plant upgrades.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Budget Worksession I – Mon. Oct 17th at 5:30 p.m.
2. Boards and Candidate Review: Tue. Oct. 18th at 4:00 p.m.
3. Budget Worksession II – Tue. Oct 18th at 5:30 p.m.

ADJOURN TO WORKSTUDY SESSION: Low Impact Development, Public Works Standards and Related Code Updates

Move to adjourn to the workstudy session at 8:12 p.m.

Mayor Guernsey

Molly Towslee, City Clerk



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

Subject: Lift Station No. 17– Property Purchase and Sale Agreement


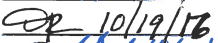

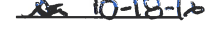
Proposed Council Action: Approve and authorize the Mayor to execute the Purchase and Sale Agreement, in an amount not exceed Two Hundred Sixty Thousand Dollars and Zero Cents (\$260,000.00).

Dept. Origin: Engineering Department

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

For Agenda of: October 24, 2016

Exhibits: Purchase and Sale Agreement

	Initial & Date
Concurred by Mayor:	
Approved by City Administrator:	 10/19/16
Approved as to form by City Atty:	Per email dated 10/18/2016
Approved by Finance Director:	 10/19/16
Approved by Public Works Director:	 10/18/16
Approved by City Engineer:	 10-18-16

Expenditure Required	\$260,000	Amount Budgeted	\$ 550,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A budgeted objective for the 2015-2016 wastewater capital budget identifies the purchase of the vacant parcel, adjacent to the City maintenance Public works operations center, which will serve as the location of the new regional sewage pump station, which is to be permitted and designed by the City and the construction to be by private development. Staff has been negotiating with the property owner since the beginning of this year to acquire in fee this parcel, which is just over 2 acres in size.

The negotiated purchase price, as set forth in the attached Purchase and Sale Agreement, is \$260,000. Final transfer of this property is contingent upon the City's completion of a Phase 2 Environmental assessment concluding that the property to be purchased is free from any environmental pollutants.

FISCAL CONSIDERATIONS

This work will be funded under the Lift Station No. 17 Property Acquisition (Bujacich) in the 2015/2016 waste water capital fund.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Purchase and Sale Agreement, in an amount not exceed Two Hundred Sixty Thousand Dollars and Zero Cents (\$260,000.00).

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into by and between E-JLD-PA, LLC, a California limited liability company and the Members of PanPacific Properties, LLC, a Cancelled California limited liability company (hereinafter collectively "Seller") and the City of Gig Harbor, Washington, a Washington city (hereinafter "Purchaser").

IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions set forth herein, all right, title and interest in that certain property and easement legally described on Exhibit A attached to this agreement and incorporated herein by this reference as if set forth in full (hereinafter collectively "the Property"). The Property is approximately 95,118 square feet in size, is located between 89th Street NW and 90th Street NW (west of Bujacich Road) in the City of Gig Harbor, and is designated Pierce County Tax Parcel No. 0221066001.

2. Purchase Price. The total purchase price which Purchaser shall pay Seller for the Property is Two Hundred Sixty Thousand and No/100ths Dollars (\$260,000.00), payable in cash at closing.

3. Conveyance Instrument. Title to the Property shall be conveyed by statutory warranty deed, free from any and all encumbrances except those specifically accepted by and agreed to by Purchaser.

4. Title. Purchaser has obtained an updated ALTA form commitment for an owner's standard coverage policy of title insurance ("the Title Commitment") issued through First American (the "Title Company") dated August 10, 2016. The Title Commitment describes the Property and lists Purchaser as the prospective named insured. Purchaser shall have twenty (20) days from the date this Agreement is signed (the "Title Review Period") in which to notify Seller in writing of any objections Purchaser may have to any matters relating to the condition of the title to the Property. With regard to items to which Purchaser objects to within the Title Review Period, if Seller is unable or unwilling to cure such objections prior to Closing, Purchaser may, at Purchaser's option, (i) waive the objected-to exceptions not cured or (ii) terminate this Purchase and Sale Agreement by sending written notice to Seller. If Purchaser elects to terminate this Purchase and Sale Agreement, this Purchase and Sale Agreement shall become null and void and Purchaser shall have no further obligation to purchase the Property.

5. Hazardous Substances and Dangerous Wastes. Seller represents that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes, or other such material defined or regulated by state or federal environmental laws or regulations, has been deposited or released on or beneath the surface of the Property and that no underground fuel storage tanks are located on or under the Property. Purchaser shall have a period of sixty (60) days from the date Purchaser executes this Purchase and Sale Agreement within which to inspect the Property and to conduct an environmental assessment for the purposes of detecting any

hazardous or toxic substances, dangerous wastes or other such material deposited or released upon the said Property or the presence of any underground fuel storage tank thereon, provided, that this sixty (60) day period shall be extended by an additional thirty (30) days if Purchaser notifies Seller that Purchaser needs additional time to complete the assessment. Seller hereby grants Purchaser the right to enter upon the Property upon execution of this Purchase and Sale Agreement for the purpose of conducting such assessment. In the event that such environmental assessment gives Purchaser reason to believe that any hazardous wastes, dangerous substances or other such material is present or has been deposited or released on the Property or that an underground fuel storage tank is located on such Property, Purchaser shall have the option to terminate this Purchase and Sale Agreement and shall not be obligated to purchase the Property. Purchaser shall notify Seller in writing of the results of Purchaser's environmental assessment within sixty (60) days after execution of this Purchase and Sale Agreement (or within 90 days if the assessment period has been extended) and Purchaser shall further notify Seller in writing of Purchaser's determination, based on such environmental assessment, that Purchaser either elects to terminate this Purchase and Sale Agreement or elects to carry forward and purchase the Property subject to any hazardous wastes, dangerous substances or other such material located on the Property. If Purchaser elects to go forward, Purchaser shall be solely responsible for any costs and expenses associated with the remediation and cleanup of the Property, but all liability and responsibility for cleanup of groundwater passing through the Property and for cleanup of any other property contaminated as the result of any release or deposit of hazardous substances or dangerous wastes on or from Seller's property shall remain with Seller. If Purchaser does not notify Seller of its election to terminate under this paragraph within the period provided, this contingency shall be deemed waived. Purchaser shall provide Seller with a copy of its environmental assessment.

6. Escrow and Closing.

(A) Closing Agent - Date of Closing. Escrow shall be opened with First American Title Company, referred to in this Purchase and Sale Agreement as the "Closing Agent". With the understanding that time is of the essence of this Purchase and Sale Agreement, this transaction shall be closed on or before December 10, 2016. In the event that this transaction cannot be closed by the date provided herein due to the inability of either party, the Closing Agent, title insurance company, or financing institution to sign any necessary document, or to deposit any necessary money, because of any interruption of air or other available transport; strikes, fire, flood or extreme weather; governmental regulation; incapacitating illness; acts of God; or other similar occurrences; the closing date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the closing date provided herein without written agreement of the parties.

(B) Documents. Seller and Purchaser agree to deliver the following to the Closing Agent at closing:

(i) Seller agrees to deliver a duly executed statutory warranty deed in recordable form and otherwise in a form acceptable to Purchaser containing a legal description of the Property in such form as will convey to Purchaser a good, marketable, and indefeasible title in fee simple absolute to the property, free and clear of all liens, encumbrances, conditions,

easements, assignments, and restrictions, except those agreed to by Purchaser as provided in Section 4 above.

(ii) Seller shall deliver a duly executed real estate excise tax affidavit;

(iii) Seller shall deliver executed closing instructions consistent with this Purchase and Sale Agreement;

(iv) Seller shall deliver such other documents as shall be required by the Title Company as a condition of its insuring Purchaser's good and marketable fee simple title to the property free of any exceptions other than those approved by Purchaser under Section 4 above;

(v) Seller shall deliver the FIRPTA affidavit and any other documentation required under Section 10 below;

(vi) Purchaser shall deliver the full amount of the Purchase Price;

(vii) Purchaser shall deliver a duly executed real estate excise tax affidavit; and

(viii) Purchaser shall deliver executed closing instructions consistent with this Purchase and Sale Agreement.

(C) Expenses of Escrow. Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows:

(i) The full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by Purchaser.

(ii) The cost of recording the Deed or Deeds to Purchaser shall be paid by Purchaser.

(iii) Any real estate excise taxes assessed shall be paid by the Seller.

(iv) All encumbrances to be discharged by Seller shall be paid by Seller.

(v) All other expenses of escrow, including the escrow agent's fees and any additional recording fees, shall be split equally between the parties.

(D) Prorations. All real property taxes against the Property shall be prorated as of the date of the close of escrow and, except as hereinafter provided, shall be assumed and paid thereafter by Purchaser if required to be paid. Said prorations shall be effected on the basis of the latest available tax bills and other applicable statements and based upon a three hundred sixty five (365) day calendar year. If current year tax statements are not available at the close of escrow, the prorations will be made as above provided and shall be adjusted between Purchaser and the Seller outside of escrow as soon as the final tax bills or other information is available.

(E) Closing Defined. Closing, for the purpose of this Purchase and Sale Agreement, is defined as the date that all documents are executed and deposited in escrow. When notified, Seller and Purchaser will deposit, without delay, in escrow with the Closing Agent, all instruments and monies required to complete the transaction in accordance with this Purchase and Sale Agreement.

7. **Possession.** Purchaser shall be entitled to possession of the Property at closing.

8. **Survival.** The representation made by the Seller in Section 5 above that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes, or other such material defined or regulated by state or federal environmental laws or regulations, has been deposited or released on or beneath the subject property, shall survive closing. The representations and agreements made by the parties in Sections 12, 13, and 15 below shall also survive closing.

9. **Attorneys Fees.** In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Purchase and Sale Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to, the reasonable attorneys fees of the prevailing party.

10. **Foreign Person.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("the Code") and shall deliver to Purchaser prior to Closing an affidavit and such other documents as may be required under the Code evidencing such fact.

11. **Written Notice.** Any written notices required by this Purchase and Sale Agreement shall be sent by mail to the following addresses:

SELLER:

E-JLD-PA, LLC and
PanPacific Properties, LLC
1142A Walnut St
PMB 295
Berkeley, CA 94709

PURCHASER:

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

or such other addresses as the parties may provide in writing to each other from time to time. Notices shall be deemed received three days after deposit of the same in the United States Mail, postage prepaid, to the addresses set forth above.

12. **Tax Consequences.** The parties expressly acknowledge and agree that Purchaser has made no warranties or representations of any kind to Seller as to Seller's tax consequences from this sale. Each party has consulted with its own attorneys and/or tax advisers and has relied solely upon advice received from those persons as to tax matters.

13. **Authority to Execute Agreement.** The persons executing this Purchase and Sale Agreement on behalf of Seller and Purchaser warrant that they have the authority to do so and to bind their respective principals.

14. **Time is of the Essence.** Time is of the essence of this Purchase and Agreement.

15. **Agency Disclosure.** In this transaction neither party was represented by a real estate agent or broker. Seller agrees to indemnify, defend and save Purchaser harmless from and against any claims, fees (including attorneys' fees and costs) arising out of any claim made by any broker or agent claiming a commission is due by or through Seller. Purchaser agrees to indemnify, defend and save Seller harmless from and against any claims, fees (including attorneys' fees and costs) arising out of any claim made by any broker or agent claiming a commission is due by or through Purchaser.

16. **Complete Agreement.** This Purchase and Sale Agreement supersedes any and all agreements written or oral between the parties hereto regarding the subject Property which are prior in time to this Purchase and Sale Agreement. Neither Seller nor Purchaser shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.


IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement on the dates hereafter indicated.

SELLERS

PURCHASER

E-JLD-PA, LLC

CITY OF GIG HARBOR

By: 
(Signature)
By: Jonathan Edge
(Print or Type Name)
Title: Managing Member
Date: 10/12/16

Mayor Jill Guernsey
Date: _____

THE MEMBERS OF PANPACIFIC
PROPERTIES, LLC, an
California Limited Liability Company

(Signature)
By: Jeff Rosenblom
(Print or Type Name)
Title: Member
Member Name: Jeff Rosenblom
Date: 12/21/16

ATTEST:

Molly Towslee, City Clerk
Date: _____

APPROVED AS TO FORM

(Signature)
By: _____
(Print or Type Name)
Title: _____
Member Name: _____
Date: _____

Angela G. Summerfield, City Attorney

(Signature)
By: _____
(Print or Type Name)
Title: _____
Member Name: _____
Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

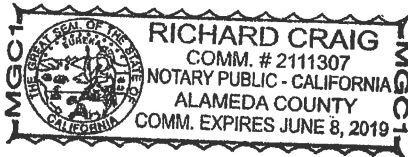
On 10.17.16 before me, Richard Craig, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey Rosenbloom
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

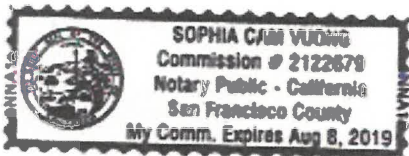
Signer Is Representing: _____

STATE OF California)
COUNTY OF Oakland) ss.

On this 13th day of October, 2016, before me personally appeared Jonathan Eger, to me known to be the seller of E-JLD-PA, L.L.C., the California limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

[Handwritten Signature]
(Signature)



(Name legibly printed or stamped)
Notary Public in and for the State of _____,
residing at _____.
My appointment expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the Members of Pan Pacific Properties, LLC, the Canceled California limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Name legibly printed or stamped)
Notary Public in and for the State of _____,
residing at _____.
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 20__, before me personally appeared Jill Guernsey and Molly Towslee, to me known to be the Mayor and City Clerk of the City of Gig Harbor, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at _____.
My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel A:

Lot 1, Pierce County Short Plat No. 8405310234, according to Short Plat recorded May 31, 1984, Records of Pierce County Washington.

Parcel B:

A non-exclusive easement for ingress and egress as delineated on Pierce County Short Plat No. 8405310234, according to Short Plat recorded May 31, 1984, Records of Pierce County Washington.

ARTICLES OF ORGANIZATION

OF

PanPacific Properties, LLC

A California Limited Liability Company

This California Limited Liability Company is created and formed pursuant to the authority granted under Sections 48-2b-101 through 48-2b-158 of the California Code

- 1. Member. The members of PanPacific Properties, LLC are:**
Jeff Rosenbloom
Melissa Mednick
Nicholas Morgan
Sloane Smith Morgan
1442A Walnut St.
P. O. Box 295
Berkeley, CA 94705

The members set forth above will retain all post formation income and surplus of the Company in accordance with the terms of the Operating Agreement for PanPacific Properties, LLC.

- 2. Duration. The duration of the existence of PanPacific Properties, LLC is as long as at least one member shall be surviving. Upon the death of all of the members of PanPacific Properties, LLC, such Company shall no longer survive. Further, the terms contained in Section 48-2b-137(3) shall also control the duration of the existence of the Company, not to exceed 99 years.**

- 3. Business Purposes. PanPacific Properties, LLC shall or may conduct or promote any lawful business or purpose which a partnership, general corporation, or professional corporation may conduct or promote. PanPacific Properties, LLC is initially to include real estate ownership and management.**

- 4. Address of the Place of Business and Registered Agent.**

PanPacific Properties, LLC
1142A Walnut St
PMB 295
Berkeley, CA 94709

Registered Agent:

Jeff Rosenbloom
1142A Walnut St
PMB 295
Berkeley, CA 94709

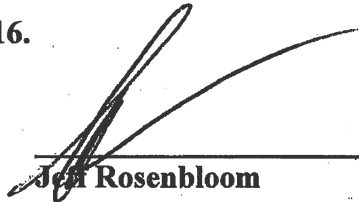
5. **Additional Contributions by Member(s).** Any total additional contributions, if any, agreed to be made by the member(s) of the Company at times at which or events upon the happening of which they shall be made: Additional contributions shall be made at such times and in such amounts as may be determined by the member(s) as provided in the Operating Agreement of the Company.

6. **Additional Members.** The right, if any, of the member(s) to admit additional members, and the terms and conditions of the admission: Additional members may be admitted only at such times and on such terms and conditions as the Member may agree in writing.

7. **Management.** The Company is to be managed or operated by the following named manager who is to serve until the first meeting of members or until their successor(s) is or are elected:

Jeff Rosenbloom

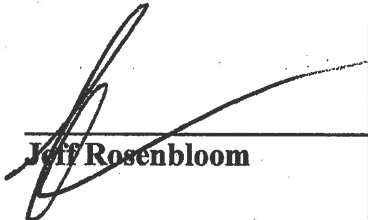
DATED this 23rd day of October 17, 2016.



Jeff Rosenbloom

Acceptance of Appointment as Registered Agent:

I understand and accept all responsibilities as Registered Agent for PanPacific Properties, LLC.



Jeff Rosenbloom

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

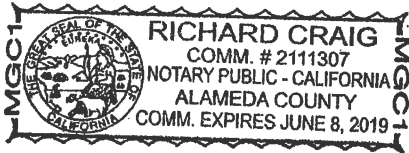
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On 10.17.16 before me, Richard Craig, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Rosen bloom
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 10/06/2016
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20170131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. KAE & SOOK CORPORATION	MARITIME MART 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2. LAI FOOK, RICHARD ANTHONY LAI FOOK, TERRY-ANN CARLENE	MARKETPLACE GRILLE 8825 N HARBORVIEW DR STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE
3. ALBERTSON'S LLC	ALBERTSON'S #4406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	SPIRITS RETAILER
4. GRANITE SERVICE, INC.	PIONEER 76 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
5. QDOBA RESTAURANT CORPORATION	QDOBA MEXICAN GRILL 4726 BORGEN BLVD STE A GIG HARBOR WA 98335 0000	403619	BEER/WINE REST - BEER/WINE
6. THE WINE STUDIO OF GIG HARBOR,	THE WINE STUDIO OF GIG HARBOR 3123 56TH ST NW STE 5 GIG HARBOR WA 98335 1302	080669	TAVERN - BEER/WINE OFF PREMISES
7. THE BARTELL DRUG COMPANY	BARTELL DRUG COMPANY #39 5500 OLYMPIC DR GIG HARBOR WA 98335 1487	077055	GROCERY STORE - BEER/WINE SPIRITS RETAILER
8. I.T. INVESTMENTS (U.S.) LTD	TOBACCO HARBOR 5114 POINT FOSDICK DR NW STE H GIG HARBOR WA 98335 1734	410944	GROCERY STORE - BEER/WINE

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 10/06/2016
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20170131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9 . FULLER GREENHOUSE RESTAURANT L	FULLER GREENHOUSE RESTAURANT 4793 PT FOSDICK DR NW STE 400 GIG HARBOR WA 98335 2315	403430	SPIRITS/BR/WN REST LOUNGE -

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: 10/18/16

UBI: 604-035-804-001-0001

License: 423858 - 1U County: 27
Tradename: GERTIE AND THE GIANT OCTOPUS
Loc Addr: 4747 POINT FOSDICK DR NW STE 6
GIG HARBOR WA 98335-2313
Mail Addr: 881 11TH LANE FI
FOX ISLAND WA 98333-9502

APPLICANTS:

GERTIE AND THE GIANT OCTOPUS LLC
BEERS, SIDNEY N
1963-09-24
MELISSA, BEERS
(Spouse) 1967-01-15

Phone No.: 253-549-2356 SIDNEY N BEERS

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN WA ONLY
BEER/WINE REST - BEER/WINE

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 not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- | | 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

REVISED & URGENT

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

October 14, 2016

SPECIAL OCCASION #: 092844

ST. NICHOLAS CATHOLIC SCHOOL
3555 EDWARDS DR
GIG HARBOR WA 98335

DATE: NOVEMBER 5, 2016

TIME: 6:30 PM TO 10 PM

PLACE: THE CLUB AT THE BOATYARD - 3117 HARBORVIEW DR, GIG HARBOR

CONTACT: ELIZABETH CIZIN (DOB 5.11.70) 253-851-6450

SPECIAL OCCASION LICENSES

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

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

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

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

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

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

*******LESS THAN 20 DAYS*******

MINUTES
Intergovernmental Affairs Committee
September 26, 2016 – 4:00 p.m.
Executive Conference Room

[Call to Order](#) Councilmembers Payne, Perrow, and Arbenz, Mayor Guernsey, Ron Williams, Shawna Wise, Dale Learn and Paul Hoover via teleconference.

Briahna Murray and Chelsea Hager, GTH, joined the meeting at 4:25 pm.



[Federal Legislative Update](#)

Dale Learn shared that Congress is doing a Continuing Resolution to keep the Federal Government open after the end of the fiscal year. They have come to an agreement to keep it open through December 9th and then move into a lame duck session through November and December.

Mr. Learn stated that should Senator Murray win the November election, she will possible run for the #2 position in the Democratic Party in the Senate. Senator Cantwell is likely to remain the ranking member of the Senate Energy and Natural Resources Committee and may Chair the committee. Mr. Learn explained that this could benefit Gig Harbor because this committee oversees the Historic Preservation, Maritime issues, and the Heritage Bill.

Mr. Learn shared that a Grants Coordinator has been hired to start November 1st and feels that this position will help identify, strategize, and seek grants, making us more competitive in winning the awards.

[Other Business](#)

1. [Public Works Board Update](#) – City Engineer, Steve Misiurak, shared the September 2016 Public Works Board Retreat and Meeting Recap.  

Mr. Misiurak stated that part of the outcome of the two-day workshop was the development of the Purpose and Needs Statement, clearly identifying the purpose of the Board. He said the purpose is to fund public infrastructure needs and taxes that were agreed to in 1985, set up to fund the PW Assistance Account.

[Mr. Misiurak said part of the discussion](#) included a strategy in moving forward to retain the infrastructure funding, which is to propose two new bills in the next legislative session. He said there was a call for projects and 34 applications were received in excess of \$105M. The Board will review, rank, and vote at the October session.



[He also shared that it was revealed to the Board that the Department of Commerce](#) submitted a proposed budget which includes up to \$3M from the PW Assistance Account to fund GMA efforts, which contradicts earlier actions that the Board had not agreed to. Mr. Misiurak said this is the first time this has occurred in the 30 year history and has conflicted with funding decisions of the Board and the Board is sending a protest letter to the Department of Commerce.

Mr. Misiurak said that if there is a misnomer at the State and public perception level, the PW Assistance Account continues to stay alive from the repayment of the loans and excise utility taxes. There are no new revenue streams being requested by legislators, the request is to reinstate those funding sources.

2. [WWTP Ribbon Cutting](#) – Shawna Wise reminded the Committee of the ribbon cutting ceremony on October 6th at 11:00 am.

State Legislative Update

Councilmember Payne clarified the City has not secured an agreement yet with PenLight and Gig Harbor Little League for the sale and it would be premature to state that at the Council meeting.

Briahna Murray shared the Draft 2017-19 Gig Harbor Legislative Agenda   She said she will go over the legislative priorities with City Council and open it for discussion.

Councilmember Payne clarified that the \$2M ask for the sports complex, phase 1, is for multi-sport turf lit field on the City's property. Ms. Murray shared that if the City only receives \$1M, the City must still be able to deliver the project. Ron Williams said that Katrina Knutson has the details of how much the overall project will cost.

Councilmember Perrow stated that Councilmembers should be asked to send any suggested changes to legislative agenda back to the IGA Committee and then it can come back on the consent agenda at the next Council meeting. Mayor Guernsey asked that there also be a resolution.

Meeting adjourned at 4:38 pm.

MINUTES
GIG HARBOR CITY COUNCIL WORKSESSION
Thursday, October 06, 2016 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

ANCICH PARK AD HOC COMMITTEE MEETING UPDATE:

Mayor Guernsey provided a brief introduction to the session and turned it over to Public Works Director Jeff Langhelm, who explained that this is a follow-up to the Sept. 26th Council Meeting as well as the Ancich Ad Hoc Committee meeting held this morning. He then introduced the design team: Katrina Knutson, Emily Appleton, and consultants Steve Roberts, and Rich Meracom.

Katrina Knutson, Parks Project Administrator, presented an overview of the Ad Hoc Committee meeting held this morning where three topics were addressed: the Ancich Netshed and Pier, the Jerkovich Pier Restoration, and the upland development. The takeaways from this meeting were:

- Overall very positive in terms of the design and how the city was responsive to feedback
- Safety concerns with backing up of vehicles from the driveway
- Sidewalks for pedestrian flow
- Reach out to the Department of Historic Preservation for netshed design
- Finalize user requirements for interior structure design

Ancich Pier and Netshed. Steve Robert, Project Manager from PND Consultants presented information on the objective to: 1) provide an adequate foundation, and 2) accommodate vehicle use for the commercial fishing activities. He addressed Council questions.

Ms. Knutson explained that the DRB will review the design for historical appropriateness and we will coordinate with the Dept. of Historic Preservation and DHP. Council discussed the need to add an additional door to drive through the netshed and asked about exterior finishes.

Jerkovich Pier Renovation. Katrina presented the plan to leave the pier access in good or better condition. Steve Roberts discussed the condition assessment of the existing pier and the proposed design. He addressed questions. Some of the topics discussed:

- Goal to maintain an area to turn around
- Obligation to provide a 10 feet easement on east side of pier
- Pursue retrofit verses installing all new with a 30 year life; cost is similar
- Sea levels rising: benefit of raising grade 1-1/2 feet higher
- New pilings and raising grade would address future mitigation for adding floats

Upland Development. Ms. Knutson provided an update. Some of the concerns voiced during the Ad Hoc meetings:

- Maximize open space
- Minimize view impacts
- Keep driveways intact
- Size of view platform
- Recommended no bulkhead

Steve Roberts and Rich Maracom discussed the details of the changes made to address these comments, and shared some details on the proposed elements on finishing and hardscape.

Council asked questions and provided comments which are summarized below:

- Types of trees and limiting the height
- Power pole to be moved
- Maximum flexibility on placement of benches and picnic tables
- Steps to beach: it would require a variance to go further than high water mark
- Grass on rooftop could be a maintenance issue
- Design looks too modern for the historic neighborhood
- Don't want it to be "artistic"
- Incorporate pausing places on stairway
- Concern with cost
- Alternatives for the canopy

[Ms. Knutson addressed](#) cost by explaining that we wanted to go with the largest project possible during permitting to allow flexibility. There is opportunity to amend these before final design.

[Planning Director Jennifer Kester](#) explained that the Design Review Board will provide additional input on the design.

[Ms. Knutson explained](#) that we would like to come back at the end of the year for an update before design is finalized. The community survey is complete and staff will begin to meet with the users and then present the results. Mayor Guernsey suggested this occur at the October 24th meeting.

[Council Perrow asked for a more specific project schedule.](#)

ADJOURN: There were no further comments and the meeting adjourned at 6:40 p.m.

Respectfully submitted:

Molly Towslee, City Clerk

**MINUTES
GIG HARBOR CITY COUNCIL WORKSTUDY
Monday, October 10, 2016 – 8:20 p.m.**

CALL TO ORDER / ROLL CALL:

Mayor Pro Tem Payne and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, and Kadzik.

AGENDA ITEMS:

Introduction and Summary

Public Works Director Jeff Langhelm explained that this is an effort to provide Council an opportunity to give input before staff finalizes the following amendments:

1. **LID and Related Code Revisions.**

Senior Engineer Trent Ward provided the background for these updates to the city's Low Impact Development Standards and the Stormwater Manual Updates.

Senior Planner Lindsey Sehmel provided additional information on low impact development best management practices. She also provided a summary of proposed amendments to trees, landscaping, and vegetation, as well as minor language edits and reorganization to provide better readability.

2. **Public Works Code Changes**

Mr. Langhelm talked about proposed changes to the codes to include:

- Civil construction financial guarantee of utilities
- Street excavation breaking through pavement; and
- Public Works Standards – adopted

And those being repealed:

- Temporary on-site sewage storage tanks
- Water distribution construction standards – duplicative
- Public Works Construction Standard Specifications – also duplicative; and
- Building sewer specifications.

George Flanigan, Construction Inspector, also provided information on the substantial changes being made to the Public Works Standards. He shared slides of details for pervious driveways, roadways, sidewalks, and bioretention swales.

Mr. Langhelm explained the proposed street trees changes.

3. **Noticing and Scheduling**

Mr. Langhelm shared the noticing that will be provided and scheduling for public outreach for the upcoming ordinance consideration.

4. [Questions/Comments](#)

ADJOURN:

There were no further comments and the worksession adjourned at 9:15 p.m.

Respectfully submitted:

Molly Towslee, City Clerk

HARBOR CITY COUNCIL BUDGET WORKSESSION- I MINUTES

October 17, 2016 – 5:30 p.m.
Community Rooms A & B

ROLL CALL: Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, and Kadzik. Councilmember Payne was absent. Staff: Karen Scott, David Rodenbach, Kay Johnson, Stacy Colberg, Mary Ann McCool, Jennifer Kester, Paul Rice, Ron Williams, Kelly Busey, Shawna Wise, and Molly Towslee.

PLEDGE OF ALLEGIANCE

INTRODUCTION

City Administrator Ron Williams introduced the process to prepare and to review the budget documents. He commented on the presentations that staff has shared with Council and the public over the past few months on the effects of growth. He passed out and provided information on a summary of Revenue Growth since 2010. He said the budget includes the staff requests for staffing levels and is balanced in all funds. He also shared a handout on the gross ending fund balances since 2013 and the concern with the projected ending fund balance for 2018.

SALARY RANGE ADJUSTMENTS / STAFFING REQUESTS

City Administrator Ron Williams presented an overview of the proposed staffing adjustments and explained that these would be covered in more detail throughout the budget discussions.

CAPITAL PROJECTS SUMMARY

Mr. Williams briefly referred to the project highlights. He explained this is a working document and commended staff for many long hours. Hsked for preliminary questions.

Council asked questions on the following:

- Strategic Reserve Fund.
- Concern with Ending fund balance 2018
- Sales Tax = Construction growth.
- Cost to add four new officers
- Dept. Heads given a percentage of increase over past budget
- Policy for Strategic Reserve Fund and Ending Fund Balance
- Last minute distribution of the budget document. Not much time to review.

- Need for total dollar amount for staffing changes: 1.8 million over two years. All from the General Fund

COURT

Court Administrator Stacy Colberg highlighted:

- Community Outreach programs
- Replace computers
- Staff shortages

DISCUSSION / RECOMMENDATION

- Personal appearance with a prosecutor
- Salaries verses benefit increase (change in staff members)
- Overtime Budget based on past trend. Do we need to add staff verses overtime
- Law Day – waste of staff resources?
- DUIs keep 5 years. Only need 2.
- Process to amend infractions down

ADMINISTRATION

City Administrator Ron Williams explained that there is not really a lot of change other than the reclassification of the HR Analyst to HR Manager. \$15,000 increase over 2 years.

DISCUSSION / RECOMMENDATION

- Problem is council approves a new position, then staff continues to increase duties then request a reclass. Would prefer you come
- Future hires would be at HR Manager salary range

POLICE

Chief Kelly Busey overview of Objectives:

- New hire request: asked for 3 in 2017 (hiring through spring) and (2) in 2018 but that was changed to 2 each year. He stressed the need for 3 in 2017.
- Overview of Officers per 1000 Citizens and resulting effect on department scheduling
- Health detriment as a result of overtime and coverage issues
- Expectation of services
- \$151,000 / year per officer increase plus vehicle
- Replacement vehicles
- Transport Van
- Body Worn Cameras

DISCUSSION / RECOMMENDATION

- What are we using for transport now? Unsafe Econoline van
- Impact to budget to hire three in 2017? Not a problem. Three hires = 1 million includes vehicles.
- Take home car program working well
- Efficiency – do we have what we need? Advances in technology has helped. Tablets and new video cameras.
- Guns ten years old so manufacturer has offered trade in deal
- Don't like tactical look of vehicles
- Appreciate body cameras. Have three in pilot program. \$7100 each with a two-year storage contract.
- Ford utility SUV standard? Yes...great advance. Carry more gear, easier to transport.

PLANNING

Planning Director Jennifer Kester presented:

- Requirement for Certified Local Gov't Program – new role taken on.
- Continue to work towards full certification from Puget Sound Regional Council
- New process improvements
- Refine/ update FEMA Flood Hazard area maps
- Land use Text Amendments – sign code update and small cell towers
- Broader public outreach and engagement / education
- Annexation feasibility study – 13 different UGA areas
- 12% increase in permits and still one planner down from 2008. May miss statutory deadlines if continues
- Propose to reclass the Planning Assistant to Planning Technician and add another Planning Technician for lower level minor permits
- Create new classification step-series between Associate and Senior Planner. Will help with employee retention rather than adding new.

DISCUSSION / RECOMMENDATION

- Salary ranges for reclassifications (page 15)
- Habitat Assessment proposal. Requirement to look at flood capacity impacts. Work along riparian areas. Additional report that is needed.
- Annexation feasibility done in-house? No; consultant.
- What would prevent all planners from being Senior Planners? Nothing if qualified.
- Outreach improvements. Look forward to upgrades to mobile app.
- Technology; has it helped workload? Yes, Spacedocs and Interlocking permitting systems. Working towards more electronic submittal options.
- Breakdown of types of permits. 40-50% are smaller, more minor permits.
- Permitting deadlines per state law.

- Could adopt moratorium on growth. Only postpones issue.
- Number associated with range changes? 2% COLA. New position \$210,000. Reclass is \$6000 over two years.
- Annexation requires appraisals, and other resources we don't have
- FEMA flood hazard updates reimbursement from applicant. Could increase fees to address cost recovery.

BUILDING / FIRE SAFETY

Building / Fire Safety Director Paul Rice highlighted:

- Tremendous amount of growth over past eight years. Level of service is maintained through technology.
- Transitioning from SpaceDocs to SmartGov. No fee to applicant.
- Streamlined addressing process. All digital now.
- Webpage: full access to state building codes.
- Guild approval to bring in volunteers to scan archival plans
- Highest volume of building permits. Even with efficiencies, still not able to keep up. Expired permits take a tremendous amount of time. Over 400 at this time. Could be potential revenue source.
- Processing time has reduced.
- Staffing levels 66% of 2008.
- Propose to bring on another Building Inspector
- Reclassification of two Inspectors to Asst. Building Officials
- Current salary ranges for these are low as compared to other jurisdictions
- Two vehicles proposed: one replacement and one new but one can remain

DISCUSSION / RECOMMENDATION

- 18 inspections are required for a new single family residence
- Applaud your efforts to go digital. Can you require 100% digital? On the November Planning/Building Committee
- Agree with cost of training verses retention
- Challenge of lack of inspectors. Consider signing bonuses
- At 400% cost recovery
- Personnel changes: \$220,000 for new and \$63,000 for reclass for two years

FINANCE

Finance Director Dave Rodenbach highlighted:

- Down one: utility billing moved to Public Works. Cross-training in payroll is concern. Some functions are incompatible
- Indirect Cost Allocations
- Extended Budgeting – Springbrook purchased by Excella

- Long Term Debt Continuing Disclosure Policy
- Official statement
- Continue to refine biennial budgeting

DISCUSSION:

Bonds and rate studies

INFORMATION TECHNOLOGY

Kay Johnson reported on:

- Website design, hosting, and Gig Harbor mobile application
- Deploy Microsoft Hosted Exchange (Email) services
- Office 365 business subscription software

DISCUSSION:

- Support email change
- Connected to Outlook – can connect to five devices.
- Upgrades automatically
- Cost is annual. Includes Adobe Pro for Cloud accounts.

The remainder of the budget discussion will continue tomorrow evening.

Concern over the 2018 Ending Fund Balance was voiced. Mayor Guernsey asked that Council carefully consider the list of capital projects before tomorrow evening.

David Rodenbach briefly address other questions on the legislative and legal budget.

There were no further comments; the worksession adjourned at 7:36 p.m.

Respectfully Submitted:

Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL BUDGET WORKSESSION - II MINUTES

October 18, 2016 – 5:30 p.m.
Community Rooms A & B

ROLL CALL: Mayor Guernsey, Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne, and Kadzik. Staff: Karen Scott, David Rodenbach, Ron Williams, Jeff Langhelm, Greg Foote, Shawna Wise, and Molly Towslee.

INTRODUCTION

After roll call, Mayor Guernsey asked staff to begin. Ron Williams gave a brief introduction. With adjustments the Ending Fund Balance would now be 1.78 million. Public Works Director Jeff Langhelm will give more detail. He then explained that in light of discussions last evening, Administration would like to add a staff reclassification to address the Open Data Platform for Digital Government. He asked City Clerk Molly Towslee to present the background information.

ADMINISTRATION - STAFFING

City Clerk Molly Towslee presented the background for a reclassification of the Assistant City Clerk to address the Open Government Initiative.

DISCUSSION / RECOMMENDATION

- Would Open Gov't move forward without reclassification
- When would it be implemented
- Time allocation

HOTEL / MOTEL TAX FUND

Tourism / Communications Director Karen Scott presented an overview:

- Capture a Larger Share of the Northwest Regional Market
- Partnerships
- Marketing and Advertising Fund
- Study to identify ways to attract businesses and families in off-season

DISCUSSION / RECOMMENDATION

- Question on the Ending Fund Balance in the LTAC Fund
- Public Relations Consultant – continuation of media relations for meeting planner focus
- Off-season activities; sports focus
- Possible funds to Arts Commission
- Pierce Transit – Trolley revenue
- Farmer's Market contribution"
- Is "Heads in Beds" the best metric to measure LTAC expenditure

ARTS COMMISSION CAPITAL WORK PROGRAM

Public Works Director Jeff Langhelm presented highlights:

- Funding has been allocated in city capital projects: \$45,000
- Anticipate this to continue with future projects
- Requesting \$20,000 each year for grants and \$35,000 each year for capital projects

DISCUSSION / RECOMMENDATION

- Continue minimal allocation to capital fund
- No support for funding for grant program
- Need a specific proposal for non-capital funding

GENERAL PUBLIC WORKS DISCUSSION

Public Works Director Jeff Langhelm presented highlights:

- Technology
- Public Works Operations Center – Financing Options

DISCUSSION / RECOMMENDATION

- Appreciate approach. Still doesn't address public works operating costs and staff increases which are not sustainable.

PARKS - OPERATING

Director Langhelm highlighted:

- Jerisich Dock Moorage Fee Revenues / Expenditures
- Corrosion protection- eliminate. Puts \$135,000 back in General Fund
- Ball field restoration
- Donkey Creek Park renovations and repairs
-

DISCUSSION / RECOMMENDATION

- Water usage at Jerisich
- Fees at Jerisich undercutting other marinas, off-season. May need to adjust
- Grant requirement that fees go back into the facility. Check on flexibility on use of this fund.
- Restoration of KLM Park. Conditional Use Permit: when can we reserve field
- Standing water a problem at Donkey Creek – prohibits student use
- Crescent Creek Ball Field Restoration: increase in cost to repair
- Skate Park surface concerns

STAFF ADJUSTMENT

- Add a Parks Laborer position to address new facilities
 - Increase of 2300 labor hours in biennial budget
- Addition of two Seasonal Help in Parks
 - Routine maintenance of 1,800 labor hours

DISCUSSION / RECOMMENDATION

- Contract hire verses employee – Guild buy off required
- Time requirements for Jerisich improvements
- Why not expand Seasonal Help? Guild contract restrictions to four months.
- Move towards a designated Parks Division

PARKS - CAPITAL

Director Langhelm highlighted:

- Ancich Waterfront Park Uplands / Jerkovich Pier rehabilitation: Use HBZ funds
- Twalwekax Trail – extremely challenging
- Eddon Boat Park Brick House – grant

DISCUSSION / RECOMMENDATION

- Combine use of Jerkovich Pier plaza space? Grade and vegetative buffer constraints
- Neither Jerkovich Pier nor Ancich Park Floats have been publically vetted
- Twalwekax Trail – delay to allow to apply for grant funding / easements
- Wilkinson Park – leverage volunteer groups
- Harbor Hill Park Property – need option to use HBZ funds *and* other funding options
- Linking Cushman Trail with private trail system. Could be done in-house.
- Ferry Landing Trail – is it worth spending \$20,000. Remove it.

Councilmember Payne left the meeting at 7:10 p.m. He asked about Lift Station 17.

Mr. Williams said he is proposing a third budget worksession on November 7th.

CITY BUILDINGS

Mr. Langhelm discussed Civic Center Building maintenance:

- Re-roof: faulty installation.
- Painting exterior

STAFF ADJUSTMENT

HR Analyst Mary Ann McCool presented information:

- Reclassify Maintenance Technician to Facilities Maintenance Mechanic

DISCUSSION / RECOMMENDATION

Asphalt sealing of the Civic Center parking lot. Waiting until next budget. Will do sealing in 2017.

STREET OPERATING

Director Langhelm highlighted:

- Non-motorized Plan and Harbor Master Plan
- ADA program
- Annual pavement maintenance
- Full lane overlay on Tarabochia
- Rapid flashing beacon crosswalk systems

DISCUSSION / RECOMMENDATION

- Who will install Rapid-flash beacon crosswalk systems
- Harborview Drive / Dorotich: other options to avoid light pollution

STREET CAPITAL

Director Langhelm highlighted:

- Harbor Hill Drive Extension
- Stinson Avenue Projects
- 38th Ave Improvements – Phase I preliminary design
- 50th Street Improvements from KLM Park to 38th
- Harborview Drive Sidewalk Improvement
- Street light installation – Borgen Boulevard
- Operations Center Design – phased approach.

DISCUSSION / RECOMMENDATION

- Right of way acquisition on Stinson
- Roundabout Center Island Modifications: Point Fosdick and Peacock Hill/Borgen
- Remove grass in center strip on Borgen. Replace with other vegetation? Not safe to maintain. (This from street operating)
- 50th Street Project easements – still privately owned
- Electric charging stations: what kind of usage? Wait until 2018

WATER OPERATING

Director Langhelm highlighted:

- Water Comprehensive Plan Update
- Well protection plan update
- Well No. 3 Inspection / routine maintenance
- Well No. 11 – get it online

- Water Meter Replacement with Radio-Read over 4 years
- Water service line survey: per directive by the Governor to identify lead

DISCUSSION / RECOMMENDATION

- Newsletter requirement: could incorporate other information

WATER CAPITAL

Director Langhelm highlighted:

- Deep Aquifer Well No. 11
- Stinson Ave. Water Main Project replacement

DISCUSSION / RECOMMENDATION

- How much A/C water lines remain

WASTEWATER OPERATING

Director Langhelm highlighted:

- Modeling Software
- Recoating and Repair of Wet Wells
- Level Control

WASTEWATER CAPITAL

Director Jeff Langhelm highlighted:

- Lift Station 4 / Welcome Plaza Replacement
- Lift Station 17 Final Design and Permitting
- Blower replacement
- Lift Station Upgrades – multiple
- 50th Street Force Main Replacement
- Outfall Study – Donkey Creek Delta mitigation

DISCUSSION / RECOMMENDATION

- Canterwood Lift Station repair still functioning
- Solutions for delta sediment
-

STORMWATER OPERATING

Director Langhelm highlighted:

- Comprehensive Plan Update

STORMWATER CAPITAL

Director Langhelm highlighted:

- Harborview Drive Stormwater Conveyance Improvements
- Upgrade Stormwater Outfall

DISCUSSION / RECOMMENDATION

- Issues and options for Harborview Drive Stormwater

[Organizational Chart](#)

Director Langhelm addressed the proposal to move the Utility Tech position.

A suggestion was made to hold a third Budget Worksession to finalize discussion on the document. Monday, November 7th at 5:30 p.m.

[There were no further comments; the worksession adjourned at 7:55 p.m.](#)



Respectfully submitted:

Molly Towslee, City Clerk

Minutes

**City of Gig Harbor Design Review Board
Meeting of September 22nd, 2016
Civic Center, 3510 Grandview Street
5:00 PM**

- I. **Call to order** 5:00 PM
 - II. **Roll call:** Darrin Filand, Rick Gagliano, Brett Desantis, Nels Peterson, Linda Pitcher

Staff: Leah Johnson, Peter Katich
 - III. **Approval of Minutes: 7.28.16 Gagliano/Peterson - Motion Carried**
 - IV. **Agenda Items for Formal Review.** Review will be conducted in the following order for each item.
 - a. Announcement of Application
 - b. Open Public Meeting Announcement
 - c. Appearance of Fairness Issues
 - d. Staff Report
 - f. Applicant Introduction and Presentation
 - h. Public Comment (See Assistance Memo)
 - i. Discussion and Voting
1. **[Harbor Hill LLC., 19950 Ave NE, Ste. 200, Poulsbo, WA 98370-7405](#)**
A design review pre-application meeting (File # PL-DR-16-0129) to review design revisions made to the project in response to Design Review Board (DRB) comments provided at the July 28, 2016 DRB pre-application meeting for the proposed project.
Staff Report and Materials:  

Staff opened up meeting with a description of what new changes the DRB will have presented by the applicant.

Applicant presented a brief summary of current project site plan.

Applicant/architect presented a slide show of the project.

Chair opened up meeting for discussion.
Overall the Board approved of the presented site plan.

Applicant: Wants to move to full review.

Discussion on timing of meetings.

Election of officers:

Motion:

Nominate Rick Gagliano as chair of the design board. Filand- Motion carried by a show of hands.

Nominate Brett Marlo-Desantis as Vice-Chair. Pitcher- Motion carried by a show of hands.


Pitcher: Requested hard copy for comp plan, SMP and historic inventory for all board.

V. Other Business

Discussion of upcoming meetings – October 13th, 2016

VI. Adjourn- 6:30PM Filand/Ashlock



To: Mayor Guernsey and City Council
From: David Rodenbach, Finance Director 
Date: October 24, 2016
Subject: Third Quarter Financial Report

The quarterly financial reports for the third quarter of 2016 are attached.

Total resources, including all revenues and beginning cash balances, are 121 percent of the annual budget. Total revenues, excluding beginning cash balances, transfers, and other non-revenues are 74 percent of the annual budget while total expenditures, excluding transfers, are at 68 percent of the 2016 portion of the biennial budget.

General Fund revenues, excluding transfers, are 83 percent of budget. Third quarter 2015 general fund revenues were at 76 percent of budget through the third quarter. Taxes are at 74 percent of the 2016 portion of the budget and look to come in right on budget. Building permit revenues through September are 188 percent (\$1.3 million) of budget. Last year at this time permit revenues were \$1.1 million. The 2016 budget for permit revenues is \$713,000.

General fund expenditures, excluding transfers, are 67 percent of budget. A year ago expenditures were 69 percent of budget after the third quarter.

Water, Sewer and Storm Sewer revenues are 96, 81 and 70 percent of budget; while expenditures for these three funds are at 69, 54 and 29 percent of budget. 2015 amounts for the same period were 85, 71 and 68 percent for revenues and 69, 54 and 29 percent for expenditures.

Cash balances are adequate in all funds.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF SEPTEMBER 30, 2016

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,704,449	\$ 9,748,928	\$ 8,210,508	\$ (557,048)	\$ 4,685,821
101	STREET FUND	421,788	1,007,566	1,264,320	(42,217)	122,817
102	STREET CAPITAL FUND	345,175	362,982	546,593	(38,955)	122,609
105	DRUG INVESTIGATION FUND	8,349	28	-	-	8,377
106	DRUG INVESTIGATION FUND	19,299	61	-	-	19,360
107	HOTEL-MOTEL FUND	316,788	282,117	176,331	(10,430)	412,143
108	PUBLIC ART CAPITAL PROJECTS	78,505	248	-	-	78,753
109	PARK DEVELOPMENT FUND	2,643,793	135,261	716,194	(42,149)	2,020,712
110	CIVIC CENTER DEBT RESERVE	1,371,859	4,335	-	-	1,376,194
111	STRATEGIC RESERVE FUND	558,810	1,766	-	-	560,576
112	EQUIPMENT RESERVE FUND	210,904	666	-	-	211,570
113	CONTRIBUTIONS/DONATIONS	-	2,112	2,112	-	-
208	LTGO BOND REDEMPTION	58,020	860,459	675,621	-	242,858
211	UTGO BOND REDEMPTION	153,213	152,695	37,843	-	268,065
301	PROPERTY ACQUISITION FUND	773,557	306,786	-	-	1,080,343
305	GENERAL GOVT CAPITAL IMPR	711,539	300,353	-	-	1,011,892
309	IMPACT FEE TRUST	1,367,900	1,617,455	-	(15,839)	2,969,516
310	HOSPITAL BENEFIT ZONE	2,961,775	1,397,394	221,595	-	4,137,574
401	WATER OPERATING	1,117,118	1,523,696	1,024,111	(119,834)	1,496,869
402	SEWER OPERATING	1,449,802	3,420,180	3,194,963	84,755	1,759,774
403	SHORECREST RESERVE FUND	132,222	12,460	965	3,798	147,514
407	UTILITY RESERVE	1,392,784	12,259	206	(22)	1,404,815
408	UTILITY BOND REDEMPTION	1,228	2,929,715	2,823,997	-	106,946
410	SEWER CAPITAL CONSTRUCTION	7,547,972	3,300,313	4,965,489	(810,572)	5,072,225
411	STORM SEWER OPERATING FUND	960,353	600,458	502,216	82,901	1,141,496
412	STORM SEWER CAPITAL	372,624	506,537	95,614	(7,962)	775,585
420	WATER CAPITAL ASSETS	1,710,858	1,173,083	188,271	(45,141)	2,650,529
631	MUNICIPAL COURT	-	121,573	112,043	(9,530)	-
		<u>\$ 30,390,684</u>	<u>\$ 29,781,487</u>	<u>\$ 24,758,992</u>	<u>\$ (1,528,245)</u>	<u>\$ 33,884,934</u>

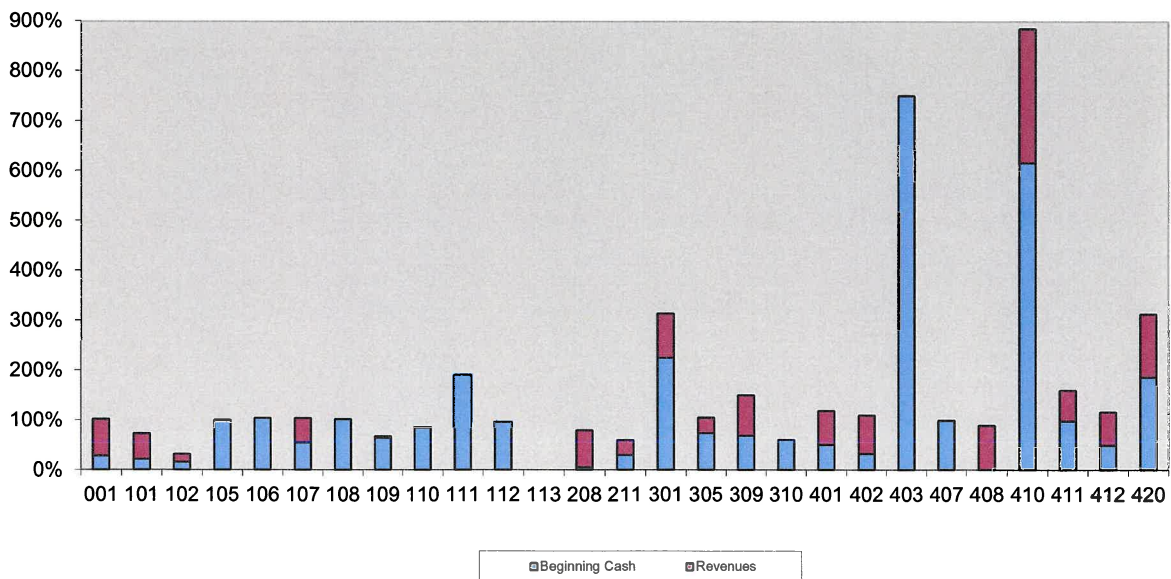
COMPOSITION OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2016

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			1,584,381
CASH IN BANK - MONEY MARKET		0.5500%	10,000,593
INVESTMENTS/US BANK	July 2017	0.1100%	1,000,397
LOCAL GOVERNMENT INVESTMENT POOL (Net Earnings Rate)		0.5178%	21,299,263
			<u>\$ 33,884,934</u>

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF SEPTEMBER 30, 2016**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 13,267,489	\$ 13,453,377	\$ (185,888)	101%
101	STREET FUND	1,963,199	1,429,355	533,844	73%
102	STREET CAPITAL FUND	2,231,421	708,157	1,523,264	32%
105	DRUG INVESTIGATION FUND	8,446	8,377	69	99%
106	DRUG INVESTIGATION FUND	18,594	19,360	(766)	104%
107	HOTEL-MOTEL FUND	576,692	598,905	(22,213)	104%
108	PUBLIC ART CAPITAL PROJECTS	77,327	78,753	(1,426)	102%
109	PARK DEVELOPMENT FUND	4,108,255	2,779,054	1,329,201	68%
110	CIVIC CENTER DEBT RESERVE	1,616,064	1,376,194	239,870	85%
111	STRATEGIC RESERVE FUND	293,988	560,576	(266,588)	191%
112	EQUIPMENT RESERVE FUND	221,302	211,570	9,732	96%
113	DONATIONS/CONTRIBUTIONS	-	2,112	(2,112)	
208	LTGO BOND REDEMPTION	1,154,626	918,479	236,147	80%
211	UTGO BOND REDEMPTION	514,859	305,908	208,951	59%
301	PROPERTY ACQUISITION FUND	344,324	1,080,343	(736,019)	314%
305	GENERAL GOVT CAPITAL IMPR	962,616	1,011,892	(49,276)	105%
309	IMPACT FEE TRUST	1,993,811	2,985,355	(991,544)	150%
310	HOSPITAL BENEFIT ZONE	4,894,547	4,359,169	535,378	89%
401	WATER OPERATING	2,224,264	2,640,814	(416,550)	119%
402	SEWER OPERATING	4,444,178	4,869,982	(425,804)	110%
403	SHORECREST RESERVE FUND	17,617	144,682	(127,065)	821%
407	UTILITY RESERVE	1,411,165	1,405,043	6,122	100%
408	UTILITY BOND REDEMPTION	3,310,191	2,930,943	379,248	89%
410	SEWER CAPITAL CONSTRUCTION	1,225,850	10,848,285	(9,622,435)	885%
411	STORM SEWER OPERATING FUND	980,220	1,560,811	(580,591)	159%
412	STORM SEWER CAPITAL	757,886	879,161	(121,275)	116%
420	WATER CAPITAL ASSETS	922,478	2,883,942	(1,961,464)	313%
631	MUNICIPAL COURT	-	121,573	(121,573)	
		\$ 49,541,409	\$ 60,172,171	\$ (10,630,762)	121%

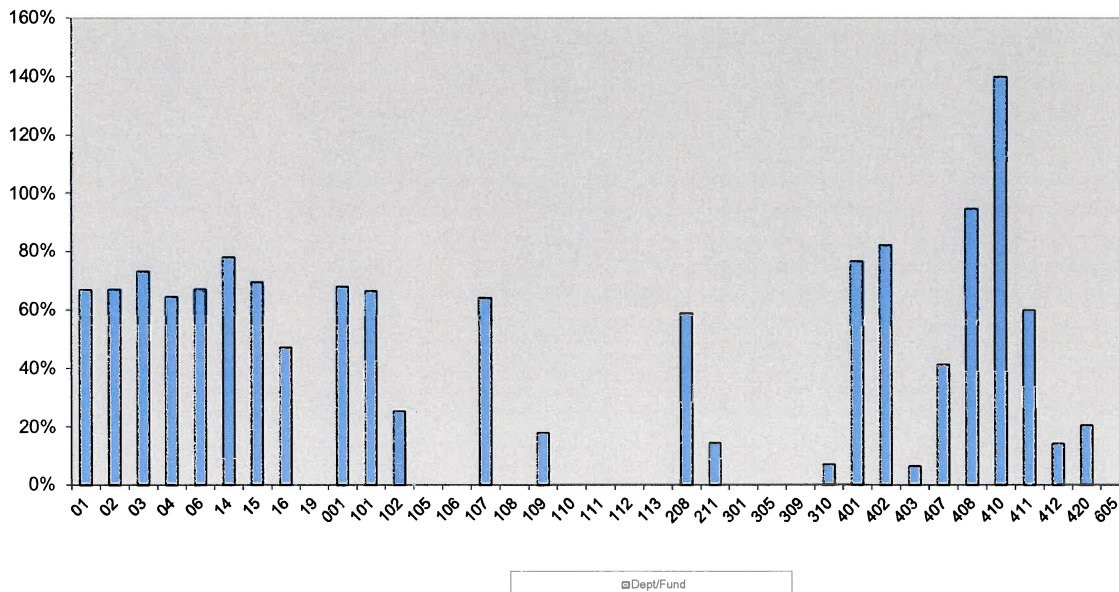
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
AS OF SEPTEMBER 30, 2016

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,551,239	\$ 2,372,769	\$ 1,178,470	67%
02	LEGISLATIVE	66,875	44,622	22,253	67%
03	MUNICIPAL COURT	429,600	313,222	116,378	73%
04	ADMINISTRATIVE/FINANCIAL	1,544,850	993,406	551,444	64%
06	POLICE	3,466,218	2,319,300	1,146,918	67%
14	COMMUNITY DEVELOPMENT	1,659,010	1,288,673	370,337	78%
15	PARKS AND RECREATION	965,700	668,689	297,011	69%
16	BUILDING	445,863	209,828	236,035	47%
19	ENDING FUND BALANCE	-	-	-	#N/A
001	TOTAL GENERAL FUND	12,129,355	8,210,508	3,918,847	68%
101	STREET FUND	1,910,832	1,264,320	646,512	66%
102	STREET CAPITAL FUND	2,171,450	546,593	1,624,857	25%
105	DRUG INVESTIGATION FUND	3,250	-	3,250	
106	DRUG INVESTIGATION FUND	-	-	-	#N/A
107	HOTEL-MOTEL FUND	276,500	176,331	100,169	64%
108	PUBLIC ART CAPITAL PROJECTS	-	-	-	#N/A
109	PARK DEVELOPMENT FUND	4,001,400	716,194	3,285,206	18%
110	CIVIC CENTER DEBT RESERVE	40,000	-	40,000	
111	STRATEGIC RESERVE FUND	250,000	-	250,000	
112	EQUIPMENT RESERVE FUND	-	-	-	#N/A
113	DONATIONS/CONTRIBUTIONS	-	2,112	(2,112)	#N/A
208	LTGO BOND REDEMPTION	1,151,786	675,621	476,165	59%
211	UTGO BOND REDEMPTION	265,686	37,843	227,843	14%
301	PROPERTY ACQUISITION FUND	146,300	-	146,300	
305	GENERAL GOVT CAPITAL IMPR	146,300	-	146,300	
309	IMPACT FEE TRUST	50,000	-	50,000	
310	HOSPITAL BENEFIT ZONE	3,127,750	221,595	-	7%
401	WATER OPERATING	1,342,505	1,024,111	318,394	76%
402	SEWER OPERATING	3,908,051	3,194,963	713,088	82%
403	SHORECREST RESERVE FUND	15,000	965	14,035	6%
407	UTILITY RESERVE	500	206	294	41%
408	UTILITY BOND REDEMPTION	2,989,236	2,823,997	165,239	94%
410	SEWER CAPITAL CONSTRUCTION	3,559,619	4,965,489	(1,405,870)	139%
411	STORM SEWER OPERATING FUND	839,874	502,216	337,658	60%
412	STORM SEWER CAPITAL	676,000	95,614	580,386	14%
420	WATER CAPITAL ASSETS	919,791	188,271	731,520	20%
605	LIGHTHOUSE MAINTENANCE TRUST	-	-	-	#N/A
631	MUNICIPAL COURT	-	112,043	(112,043)	#N/A
		\$ 39,921,185	\$ 24,758,992	\$ 12,256,038	62%

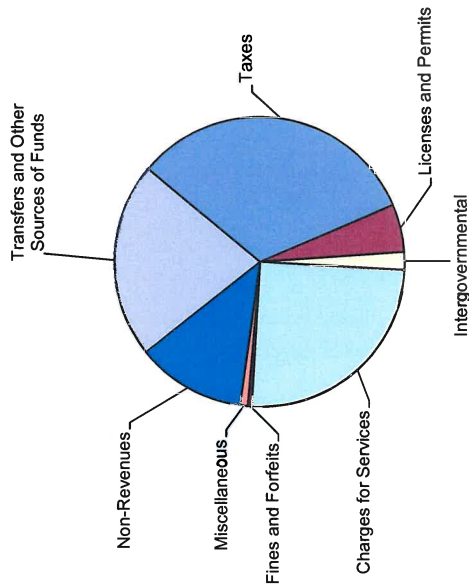
Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
AS OF SEPTEMBER 30, 2016

TYPE OF REVENUE	AMOUNT
Taxes	9,630,436
Licenses and Permits	1,582,659
Intergovernmental	581,266
Charges for Services	7,435,708
Fines and Forfeits	120,981
Miscellaneous	253,110
Non-Revenues	3,588,559
Transfers and Other Sources of Funds	6,467,194
Total Revenues (excludes Court Pass Thru)	29,659,913
Beginning Cash Balance	30,390,684
Total Resources	<u>60,050,597</u>

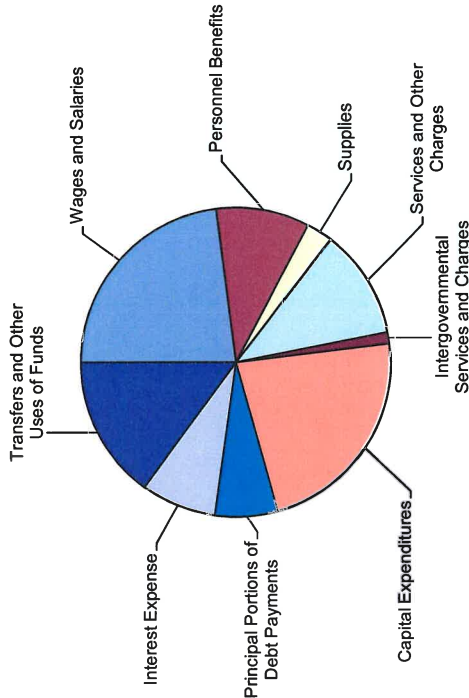
Revenues by Type - All Funds



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
AS OF SEPTEMBER 30, 2016

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	5,654,982
Personnel Benefits	2,404,864
Supplies	664,005
Services and Other Charges	2,826,811
Intergovernmental Services and Charges	291,578
Capital Expenditures	5,567,697
Principal Portions of Debt Payments	1,604,770
Interest Expense	1,940,524
Transfers and Other Uses of Funds	3,691,718
Total Expenditures (excludes Court Pass Thru)	24,646,948
Ending Cash Balance	33,884,934
Total Uses	<u>58,531,882</u>

Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2016

		SPECIAL REVENUE FUNDS										
		101	102	105	106	107	108	109	110	111	112	
		STREET	STREET CAPITAL	DRUG INVESTIGTN	DRUG INVESTIGTN	HOTEL - MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RESERVE	STRATEGIC RESERVE	EQUIPMENT RESERVE	
001	GENERAL GOVERNMENT	127,473	144,213	8,377	19,360	462,149	78,753	2,020,712	1,688,194	560,576	211,570	
	\$	43,268	43,195	2,951	6,820	145,196	27,744	711,888	484,827	197,489	74,535	
	CASH	79,549	79,415	5,426	12,539	266,947	51,008	1,308,824	891,367	363,087	137,035	
	INVESTMENTS	4,656	21,603	-	-	50,005	-	-	312,000	-	-	
	RECEIVABLES	-	-	-	-	-	-	-	-	-	-	
	FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	
	OTHER	-	-	-	-	-	-	-	-	-	-	
	TOTAL ASSETS	127,473	144,213	8,377	19,360	462,149	78,753	2,020,712	1,688,194	560,576	211,570	
	LIABILITIES											
	CURRENT	3,000	0	-	-	-	-	8,593	-	-	-	
	LONG TERM	-	-	-	-	-	-	-	-	-	-	
	TOTAL LIABILITIES	3,000	0	-	-	-	-	8,593	-	-	-	
	FUND BALANCE:											
	BEGINNING OF YEAR	381,227	327,824	8,349	19,299	356,363	78,505	2,593,052	1,683,859	558,810	210,904	
	Y-T-D REVENUES	1,007,566	362,982	28	61	282,117	248	135,261	4,335	1,766	666	
	Y-T-D EXPENDITURES	(1,264,320)	(546,593)	-	-	(176,331)	-	(716,194)	-	-	-	
	ENDING FUND BALANCE	124,473	144,213	8,377	19,360	462,149	78,753	2,012,119	1,688,194	560,576	211,570	
	TOTAL LIAB. & FUND BAL.	127,473	144,213	8,377	19,360	462,149	78,753	2,020,712	1,688,194	560,576	211,570	

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2016

	113	301	305	309	310	631	TOTAL	208	211	TOTAL
	CONTRIBUTION DONATIONS	PROPERTY ACQUISITION	GEN GOVT CAPITAL	IMPACT TRUST FUND	HOSPITAL BENEFIT	MUNICIPAL COURT	SPECIAL REVENUE	LTGO BOND REDEMPTION	UTGO BOND REDEMPTION	DEBT SERVICE
ASSETS										
CASH	\$ -	\$ 380,600	\$ 356,485	\$ 1,046,148	\$ 1,457,650	\$ -	\$ 4,978,798	\$ 85,558	\$ 94,438	\$ 179,996
INVESTMENTS	\$ -	699,743	655,407	1,923,368	2,679,924	-	9,153,638	157,300	173,627	330,927
RECEIVABLES	-	-	-	-	-	-	388,264	-	5,314	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	-	1,080,343	1,011,892	2,969,516	4,137,574	-	14,520,700	242,858	273,379	516,237
LIABILITIES										
CURRENT	-	-	-	23,401	-	-	34,994	-	-	-
LONG TERM	-	-	-	-	-	-	-	-	4,347	4,347
TOTAL LIABILITIES	-	-	-	23,401	-	-	34,994	-	4,347	4,347
FUND BALANCE:										
BEGINNING OF YEAR	-	773,557	711,539	1,328,660	2,961,775	(9,530)	11,984,193	58,020	154,180	212,201
Y-T-D REVENUES	2,112	306,786	300,353	1,617,455	1,397,394	121,573	5,540,704	860,459	152,895	1,013,154
Y-T-D EXPENDITURES	(2,112)	-	-	-	(221,595)	(112,043)	(3,039,188)	(675,621)	(37,843)	(713,465)
ENDING FUND BALANCE	-	1,080,343	1,011,892	2,946,115	4,137,574	0	14,485,708	242,858	269,033	511,891
TOTAL LIAB. & FUND BAL.	\$ -	\$ 1,080,343	\$ 1,011,892	\$ 2,969,516	\$ 4,137,574	\$ 0	\$ 14,520,702	\$ 242,858	\$ 273,379	\$ 516,237

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2016

	PROPRIETARY										TOTAL PROPRIETARY	TOTAL
	401	402	403	407	408	410	411	412	420	420		
	WATER OPERATING	SEWER OPERATING	SHORECREST RESERVE	UTILITY RESERVE	UTILITY REDEMPTION	SEWER CAP. CONST.	STORM SEWEF OPERATING	STORM SEWEF CAPITAL	WATER CAP. ASSETS			
ASSETS												
CASH	527,406	620,026	51,969	142,475	37,677	1,786,924	402,144	273,235	933,770	4,775,625	11,585,273	
INVESTMENTS	969,464	1,139,748	95,546	1,262,340	69,270	3,285,301	739,352	502,350	1,716,759	9,780,128	22,299,660	
RECEIVABLES	311,113	478,578	(640)	5,823	48,561	-	117,900	-	-	961,335	2,825,203	
FIXED ASSETS	8,317,109	32,586,803	-	-	-	6,911,081	2,742,847	216,309	2,973,393	53,747,542	53,747,542	
OTHER	-	-	-	-	-	-	-	-	-	-	-	
TOTAL ASSETS	10,125,091	34,825,154	146,874	1,410,638	155,507	11,983,306	4,002,243	991,894	5,623,923	69,264,630	90,457,679	
LIABILITIES												
CURRENT	27,098	187	-	-	1,640,529	-	8,918	-	9	1,676,741	1,737,447	
LONG TERM	67,387	107,904	-	-	21,006,869	-	91,371	-	-	21,273,531	21,313,079	
TOTAL LIABILITIES	94,485	108,091	-	-	22,647,398	-	100,289	-	9	22,950,272	23,050,526	
FUND BALANCE:												
BEGINNING OF YEAR	9,531,048	34,491,846	135,379	1,388,585	(22,597,609)	13,648,482	3,803,712	580,971	4,639,101	45,631,514	62,384,685	
Y-T-D REVENUES	1,523,696	3,420,180	12,460	12,259	2,929,715	3,300,313	600,458	506,537	1,173,083	13,478,701	29,781,489	
Y-T-D EXPENDITURES	(1,024,111)	(3,194,963)	(965)	(206)	(2,823,997)	(4,965,489)	(502,216)	(95,614)	(188,271)	(12,795,831)	(24,768,992)	
ENDING FUND BALANCE	10,030,633	34,717,063	146,874	1,410,638	(22,491,891)	11,983,306	3,901,954	991,894	5,623,913	46,314,385	67,407,182	
TOTAL LIAB. & FUND BAL.	\$ 10,125,118	\$ 34,825,154	\$ 146,874	\$ 1,410,638	\$ 155,507	\$ 11,983,306	\$ 4,002,243	\$ 991,894	\$ 5,623,923	\$ 69,264,658	\$ 90,457,708	



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Dept. Origin: Information Services

Proposed Council Action:

Prepared by: Heidi Othman

Adopt Resolution No.1050
Surplusing the city-owned equipment.

For Agenda of: October 24, 2016
Exhibits: Resolution 1050

Initial & Date

Concurred by Mayor: JG 10-17-16
Approved by City Administrator: POW 10/17/16
Approved as to form by City Atty: MX
Approved by Finance Director: [Signature] 10/17/16
Approved by Department Head: [Signature]

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

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1050 surplusing this city-owned equipment.

RESOLUTION NO. 1050

A RESOLUTION OF THE CITY OF GIG HARBOR DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE FOR SALE.

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Asset #.
Dell OptiPlex 745 Dell OptiPlex 360	1 1	F3h6pd7 9b5fml1	1541 1793
<u>Miscellaneous Items:</u> Dead UPS Dead Keyboards Dell PowerVault 114t Cisco Swit6ch 10base/100basetx Shoretel phones	4 3 1 1 2	n/a n/a 06000006059 00196388580	No asset #
<u>Monitors</u> Dell 2000fp Dell e207wFPC Dell 2007 FPb Dell E172fPt <u>Printers</u> Brother HL45 Brother Fax 4100 Brother HL-31c Brother Intellifax 2840	1 1 1 1 1 1 1 1	Cn-09e249-46633-334-148I Cn-otw956-64180-81t-1t30 mx-dc9536-46634-714-4851 cn-031806-71618-3BI-A261 U6250j2j305230 U60298c6j1142481 U63478m4j569996 U63274c4j643093	n/a 2051 1347 2214

PASSED ON THIS 24th of October, 2016

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 10/14/16
PASSED BY THE CITY COUNCIL: 10/24/16
RESOLUTION NO. 1050



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

Subject: Second Reading – Pawnbroker and Secondhand Dealer Additional Reporting Requirements

Proposed Council Action:
Adopt Ordinance No. 1344 at second reading.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: October 24, 2016

Exhibit: Ordinance No. 1344

	Initial & Date
Concurred by Mayor:	JG 10-18-16
Approved by City Administrator:	KWB 10/18/16
Approved as to form by City Atty:	Via email
Approved by Finance Director:	DF 10/18/16
Approved by Department Head:	KWB

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

Several businesses within Gig Harbor meet the RCW definition of a “pawnbroker” or “secondhand dealer” of merchandise. State law requires these businesses to maintain a log of all transactions and to make this information available to law enforcement upon request.

Often, stolen merchandise is sold to pawnbrokers or secondhand dealers. Online reporting systems that comply with these reporting requirements allow law enforcement to more easily search for stolen property across jurisdictional lines.

This Ordinance requires businesses (other than non-profit organizations) to use a reporting method specified by the Chief of Police to record transactions, including online databases.

FISCAL CONSIDERATION

Continuation of annual police department subscription to online database LeadsOnline (\$1458.)

BOARD OR COMMITTEE RECOMMENDATION

The Finance and Safety Committee recommends adoption of this Ordinance (9/19/16).

RECOMMENDATION/MOTION

Adopt Ordinance No. 1344 at second reading (consent agenda).

ORDINANCE NO. 1344

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PAWNBROKERS AND SECONDHAND DEALERS OF MERCHANDISE; ADDING A NEW CHAPTER 5.11 TO THE GIG HARBOR MUNICIPAL CODE TO PROVIDE A REQUIREMENT FOR ELECTRONIC REPORTING OF TRANSACTIONS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 19.60.020 requires the recording of transactions made by pawnbrokers and secondhand dealers; and

WHEREAS, RCW 19.60.010 defines pawnbrokers and secondhand dealers; and

WHEREAS, several businesses within the city limits of Gig Harbor meet the definition and transaction recording requirements described within chapter 19.60 RCW; and

WHEREAS, stolen merchandise is often sold to pawnbrokers and secondhand dealers; and

WHEREAS, LeadsOnline, a private company, has become an industry standard self-reporting database, offered at no cost to pawnbrokers and secondhand dealers and made available to law enforcement on a subscription basis; and

WHEREAS, electronic reporting of these transactions is more easily monitored by law enforcement; Now, therefore,

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

Section 1. New Chapter 5.11 GHMC. A new chapter 5.11 is hereby added to Title 5—Business Licenses and Regulations--of the Gig Harbor Municipal Code as follows:

5.11 PAWNBROKER AND SECONDHAND DEALER ADDITIONAL REPORTING REQUIREMENTS

Sections:

- 5.11.020 Definitions.**
- 5.11.040 Additional Reporting Requirements.**
- 5.11.060 Exempt Transactions.**
- 5.11.080 Penalty for Violation**

5.11.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their deviations shall have the meanings given herein:

- A. "Pawnbroker" as is defined in RCW 19.60.010(5).
- B. "Secondhand dealer" as is defined in RCW 19.60.010(7).

5.11.40 Additional Reporting Requirements.

- A. In addition to the reporting requirements contained in RCW 19.60.025, every pawnbroker and secondhand dealer shall be required to report in such electronic databases or upon such forms as may be designated by the Chief of Police. A scrap metal processor, recycler, or supplier subject to chapter 19.290 RCW may elect to use any such electronic database or form to the extent it complies with the reporting requirements of chapter 19.290 RCW.
- B. Each entity subject to this chapter shall operate and maintain a computer system with Internet access and photographic or video capability sufficient for the electronic reporting requirements of this chapter. Any failure or malfunction of such equipment on the part of the licensee shall not exempt the licensee from the reporting requirements of chapter 19.60 RCW and this section.
- C. In addition to the information required to be reported by chapter 19.60 RCW, each entity subject to regulation under this chapter shall obtain a photographic image of identification of: (i) the pawner/seller, sufficiently clear to allow the information on the identification to be read and (ii) the item which is the subject of the transaction. The identification must be current, issued from a governmental entity of the United States and must include the pawner/seller's first and last name, current address, date of birth and physical descriptors.
- D. On a daily basis, every entity subject to this chapter shall furnish reports to the City. Each report shall cover the transactions covered within the time period proscribed by those statutes.

5.11.060 Exempt Transactions

The following transactions shall be exempt from the reporting requirements of this Chapter:

1. Clothing with a current resale value of less than seventy-five dollars, except for items made partially or wholly from fur or leather;
2. Transactions in which at least one entity is a non-profit organization.

5.11.080 Penalty for Violation

The failure to file a report as required by this section and/or chapter 19.60 RCW shall constitute unlawful conduct justifying summary revocation of a license to do business within the City of Gig Harbor

Nothing contained within this chapter or the provisions of chapter 19.60 RCW should be construed as a limitation upon the authority of the City to require, as an express condition of a license issued under this Title, differing reporting requirements upon a business.

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 and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 24th day of October, 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 Summerfield

FILED WITH THE CITY CLERK: 10/05/16
PASSED BY THE CITY COUNCIL: 10/24/16
PUBLISHED: 10/26/16
EFFECTIVE DATE: 11/01/16
ORDINANCE NO: 1344



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

Subject: Second Reading of Ordinance –
Amendment to GHMC Chapter 8.28.015 - Public
Docks – Jerisich Dock

Proposed Council Action:
Adopt Ordinance No. 1345.

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: October 24, 2016

Exhibit: Ordinance No. 1345

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 10/18/16
KBW 10/13/16
Via email
AK 10/18/16
KBB

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

Chapter 8.28 of the GHMC (Public Docks – Jerisich) currently defines the overnight period in which moorage payment is required at Jerisich Dock as “any time after 7:00 p.m. and before 7:00 a.m.” Based on boater feedback and to allow a wider range of time for visitors to patronize local businesses, a change in this definition changing the hours to 8:00 p.m. to 8:00 a.m. is suggested.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Finance and Safety Committee recommends adoption of this Ordinance (9/19/16).

RECOMMENDATION/MOTION

Adopt Ordinance 1345 at second reading (consent agenda).

ORDINANCE NO. 1345

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO JERISICH PUBLIC DOCK; AMENDING SECTION 8.28.015 OF THE GIG HARBOR MUNICIPAL CODE TO REVISE THE DEFINITION OF "OVERNIGHT"; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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 currently charges a moorage fee during overnight periods at Jerisich Dock; and

WHEREAS, the current overnight period is defined as any time after 7:00 pm and before 7:00 am.; and

WHEREAS, in order to align the overnight period with observed use of Jerisich Dock for temporary moorage, the City Council desires to revise the time of the overnight period for consistency; Now, therefore,

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

Section 1. Chapter 8.28.015 - Amended. Chapter 8.28.015 of the Gig Harbor Municipal Code is amended to read as follows:

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~~ 8:00 pm and before ~~7:00 am~~ 8:00 am.

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 24th day of October, 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: 10/05/16
PASSED BY THE CITY COUNCIL: 10/24/16
PUBLISHED: 10/26/16
EFFECTIVE DATE: 11/01/16
ORDINANCE NO: 1345



Business of the City Council City of Gig Harbor, WA

Subject: 2016 City-Wide Traffic Counts–
Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute the Professional Services Contract with Traffic Data Gathering, in an amount not exceed Eleven Thousand Nine Hundred Dollars and Zero Cents (\$11,900.00).

Dept. Origin: Engineering Department

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

For Agenda of: October 24, 2016

Exhibits: Consultant Services Contract
Scope and Fee

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 10/17/16
 Ron W 10/17/16
 Per email dated 10/17/16
 DP 10/17/16
 PW 10/17/16
 SE 10-16-16

Expenditure Required	\$11,900.00	Amount Budgeted	\$50,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

An identified 2015-2016 Street Capital Objective provides for a City-wide traffic data collection of the City's major intersections, located both within and outside the City limits. The turning movement data and intersection volumes collected will be incorporated into the annual update and calibration of the City's traffic demand model.

FISCAL CONSIDERATIONS

This work will be funded under the Street Division Objective #2: Transportation Capacity Availability Report and Traffic Model for \$50,000.00.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Professional Services Contract with Traffic Data Gathering, in an amount not exceed Eleven Thousand Nine Hundred Dollars and Zero Cents.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DN TRAFFIC CONSULTANTS, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in 2016 City-Wide Traffic Counts and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eleven Thousand Nine Hundred Dollars and Zero Cents (\$11,900.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2017; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. **Indemnification.**

A. The Consultant 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 attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

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

12. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

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

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

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

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

CONSULTANT:
DN Traffic Consultants, Inc.
ATTN: Gary Norris
PO Box 547
Preston, WA 98050
(425) 765-5721

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

CONSULTANT *DNTraffic*

CITY OF GIG HARBOR

By: *Mary A. Norris*
Its: *President*
10/17/16

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

October 10, 2016

Maree George
Public Works Assistant
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Traffic Counts

Re: Fee Estimate

Dear Maree,

DN Traffic Consultants is pleased to submit our proposal, qualifications and price quotation to conduct the City of Gig Harbor Traffic Counts. Pursuant to your request we are providing the following information:

1) The names of the individuals who will be working on the project to include their area of responsibility:

- a) Gary A. Norris, P.E., PTOE - Project Manager and Quality Control
- b) Dariel L. Norris - Data Entry and intersection assignments
- c) Claudia English - Traffic Counter
- d) Luke Taylor - Traffic Counter
- e) Chris Norris - Traffic Counter
- f) Andy Norris - Traffic Counter

2) Specific Experience of individuals relative to the project:

DN Traffic Consultants began as a traffic count company in 1990. The firm was started by Dariel Norris who was the owner at that time. She has 26 years' experiences conducting turning movement counts and other traffic studies for local municipalities in the state of Washington and Oregon. Claudia English joined the company in 1990 and also has 26 years of experience. Chris Norris has been conducting turning movement counts for DN Traffic since 1992 and Andy Norris has been conducting peak period turning movement counts since 2008. Luke Taylor is relatively new yet has two years' experience performing this work.

Turning movement studies by DN staff have included AM, Mid Day, and PM peak period counts which have included pedestrians, trucks, buses, and bicycles for major transportation studies.

3) Proposed Outline of Tasks

- a) Meet with City Project Manager to confirm count locations

Transportation Engineers and Planners

PO Box 547

Preston, Washington 98050

-
- b) Perform turning movement counts during the 4PM to 6PM peak period on Tuesday, Wednesday and Thursday. Majority of turning movement counts will be conducted by counters onsite.
 - c) After 30 percent of counts have been collected (approx 20), DN Traffic will meet with City Project Manager to confirm process and results to allow for any mid course corrections if necessary.
 - d) The project includes 65 turning movement counts identified in the attached spreadsheet provided by the City plus 10 additional PM peak period turning movement counts to be identified later.
 - e) The project also includes 10 ADT counts collected at locations to be named later. The fee estimate assumes these counts are collected at the same time. If not, additional fee will be assessed for time, mileage and tolls.
 - f) The turning movement counts will be collected during the PM peak period; 4 PM and 6 PM on a Tuesday thru Thursday.
 - g) All counts identified will be completed within 90 -120 working days after the Consultant receives Notice to Proceed (NTP).
 - h) All data will be submitted to the City in paper and electronic format.
 - i) DN Traffic will review the results with the City Project Manager as necessary.

4) Price Quotation

The **LUMP SUM** price for this work **\$11,900**.

5) References:

Derek Mayo, P.E.
City Engineer
Ellensburg, Washington
(509)929-5210
mayod@ci.ellensburg.wa.us

Brian Dempsey, P.E.
Assistant Director of Public Works
Burlington, Washington
(755)-9715
briand@burlingtonwa.gov

2013 Baseline and 2013 w/TIP Gig Harbor PM Peak Hour Intersection Analysis by HDR Inc.

		Intersection Location			Intersection Control Type		
Ranking	Priority	Int ID	Node ID	Jurisdiction	Main Route	Cross Street	Intersection Control Type
1	1	W-8	63914	City	Olympic Dr	Point Fosdick Dr NW	Signal
2	1	W-16	63946	WSDOT	Olympic Dr	SR 16 EB Ramp	Signal
3	1	E-22	63947	WSDOT	Olympic Dr	SR 16 WB Ramp	Signal
4	1	N-11	61503	UGA	Purdy Dr NW	SR 302	Signal
5	1	N-8	n/a	WSDOT	Borgen Blvd	SR 16 WB Ramp	Roundabout double lane
6	1	N-12	64544	UGA	Purdy Dr NW	Goodnough Dr NW	2Stop
7	1	E-21	63793	WSDOT	Pioneer Way	SR 16 WB Ramp/Stinson Ave	Signal
8	1	W-11	63045	City	56th St NW	38th Ave NW	Signal
9	1	W-15	n/a	WSDOT	Wollochet Dr NW	SR 16 EB Ramp	Signal
10	1	W-10	63900	City	Olympic Dr	56th St NW	Signal
11	2	W-9	63918	City	Olympic Dr	50th St NW	Signal
12	1	E-6	63763	City	Harborview Dr	Stinson Ave	2Stop
13	1	N-9	na	WSDOT	Burnham Dr NW	SR 16 EB Ramp	Roundabout single lane
14	1	E-5	63755	City	Harborview Dr	N Harborview Dr	AllStop
15	2	N-10	61889	UGA	Purdy Dr NW	144th St NW	Signal
16	1	E-15	63794	City	Pioneer Way	Kimball Dr	Signal
17	1	W-5	63958	City	Wollochet Dr NW	Hunt St NW	Signal
18	2	E-20	63898	City	Olympic Dr	Spur To Hollycroft NW	2Stop
19	1	E-9	62985	City	Stinson Ave	Rosedale St NW	AllStop
20	1	N-5	n/a	City	Borgen Blvd	51st Ave NW	Roundabout double lane
21	1	E-18	63834	City	Soundview Dr	64th St NW	2Stop
22	1	E-19	63868	City	Olympic Dr	Hollycroft St	Signal
23	1	E-8	62976	City	Harborview Dr	Pioneer Way	AllStop
24	1	E-7	63003	City	Harborview Dr	Rosedale St NW	2Stop
25	1	W-1	62936	City	Rosedale St NW	Skansie Ave	AllStop
26	2	W-4	2956	City	Wollochet Dr NW	Wagner Way	2Stop
27	1	E-11	63792	City	Stinson Ave	Grandview St	AllStop
28	1	E-4	63712	City	N Harborview Dr	Peacock Hill Ave NW	2Stop
29	3	E-10	63771	City	Stinson Ave	Edward Dr	2Stop
30	1	E-23	64046	WSDOT	24th St NW	SR 16 WB Ramp	Signal
31	1	E-17	63823	City	Soundview Dr	Grandview St	2Stop
32	1	E-14	63795	City	Pioneer Way	Grandview St	Signal
33	1	N-7	n/a	City	Borgen Blvd	Peacock Hill Ave NW	Roundabout single lane
34	1	N-19	64525	UGA	Burnham Dr NW	Sehmel Dr NW	2Stop ??
35	1	W-12	63015	City	Point Fosdick Dr NW	Brainwood Ln NW	2Stop
36	1	W-13	n/a	City	Point Fosdick Dr NW	36th st NW	Roundabout single lane
37	1	W-18	64035	UGA	36th st NW	22nd Ave NW	Signal
38	1	N-14	61148	UGA	144th St NW	Peacock Hill Ave NW	AllStop
39	1	N-6	n/a	City	Borgen Blvd	Harbor Hill Drive	Roundabout double lane
40	1	E-16	62969	City	Soundview Dr	Judson St	2Stop

2013 Baseline and 2013 w/TIP Gig Harbor PM Peak Hour Intersection Analysis by HDR Inc.

		Intersection Location			Intersection Control Type	
Ranking	Priority Int ID	Node ID	Jurisdiction	Main Route	Cross Street	Intersection Control Type
41	1	N-13	UGA	144th St NW	54th Ave NW	2Stop
42	1	W-6	City	Hunt St NW	46th Ave NW/Skansie Ave	2Stop
43	3	W-19	UGA	24th st NW	Jahn Ave Nw	AllStop ??
44	1	E-12	City	Pioneer Way	Judson St	2Stop
45	1	W-7	City	Hunt St NW	38th Ave NW	AllStop
46	1	E-3	City	N Harborview Dr	Vernhardson St NW	2Stop
47	1	W-2	City	Rosedale St NW	Schoolhouse Ave NW	Signal
48	2	N-17	UGA	Canterwood Blvd NW	Tow hee Dr NW	2Stop
49	3	N-2	City	Burnham Dr NW	50th Ave NW	2Stop
50	3	N-4	City	Burnham Dr NW	97th St NW	2Stop
51	3	N-1	City	Burnham Dr NW	53rd Ave Ct NW	2Stop
52	1	N-20	UGA	Sehmel Dr NW	Bujacich Rd NW	2Stop
53	1	E-24	UGA	Crescent Vally Dr NW	Vernhardson St NW	AllStop
54	3	E-13	City	Pioneer Way	Edward Dr	2Stop
55	2	E-2	City	Peacock Hill Ave NW	96th St NW	2Stop
56	2	E-25	UGA	Reid Dr NW	Hollycroft St	2Stop
57	2	N-15	UGA	54th Ave NW	Canterwood Blvd NW	2Stop
58	2	N-16	UGA	Peacock Hill Ave NW	Canterwood Blvd NW	2Stop
59	3	E-1	City	Burnham Dr NW	96th St NW	2Stop
60	3	W-17	UGA	46th Ave NW	72nd St NW	2Stop ??
61	3	W-3	City	Skansie Ave	North Creek Ln	2Stop
62	1	W-14	City	38th Ave NW	Brainwood Ln NW	2Stop
63	1	E-26	UGA	24th St NW	14th Ave NW	AllStop
64	2	N-18	UGA	Burnham Dr NW	Wood Hill Dr NW	2Stop
65	2	E-27	City	Olympic Dr Spur	Hollycroft St	2Stop

**Gig Harbor PM Peak Period
Traffic Counts**

Exhibit B

Name	Hours	Rate	Total
Project Manager	8	\$ 130.00	\$ 1,040.00
Data Technician	75	\$ 20.00	\$ 1,500.00
Traffic Counter	324	\$ 15.00	\$ 4,860.00
Mileage and Expenses			\$ 2,000.00
ADT Counts			\$ 2,500.00
Total			\$ 11,900.00



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to Gig Harbor Arts Commission

Proposed Council Action:

A motion to appoint Chrissanda Walker to serve the remainder of a three-year term on the Gig Harbor Arts Commission.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: October 24, 2016

Exhibits:

Initial & Date

Concurred by Mayor:

JG 10-18-16

Approved by City Administrator:

RW 10/19/16

Approved as to form by City Atty:

MIA

Approved by Finance Director:

MIA

Approved by Department Head:

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

INFORMATION / BACKGROUND

A vacancy on the Arts Commission has gone unfilled for the past year due to a lack of applicants. We recently received three (3) applications for the vacant position and the Boards and Commissions Candidate Review Committee interviewed Chrissanda Walker and Pat Meres. Lynn Stevenson was unable to attend the interview but asked that her application still be considered.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the Board and Commission Candidate Review Committee.

RECOMMENDATION / MOTION

Move to: Appoint Chrissanda Walker to serve the remainder of a three-year term on the Gig Harbor Arts Commission.



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

Subject: Welcome Plaza/Lift Station 4B
Development of the Operations and Controls -
Professional Services Contract

Dept. Origin: Public Works

Proposed Council Action:

Approve and authorize the Mayor to execute a Professional Services Contract with Advanced Industrial Automation Corporation in the not-to-exceed amount of \$60,589.00 for the development of the operations and controls for the new lift station.

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

For Agenda of: October 24, 2016

Exhibits: Professional Services Contract

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: *RW 10/19/16*

Approved as to form by City Atty: *by email 10/18/16*

Approved by Finance Director: *CF 10/18/16*

Approved by Department Head: *10-2 10/18/16*

Expenditure Required	\$60,589.00	Amount * see Fiscal Budgeted	Considerations below	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

At the July 11, 2016 City Council meeting, Council authorized a Public Works Contract for the construction of the Welcome Plaza / Lift Station 4B Improvements Project with Stellar J Corporation.

This contract with Advanced Industrial Automation Corporation (AIA) will provide for the development of the operations and controls for the new lift station and modifications to the existing SCADA system with the Wastewater Treatment Plant to incorporate station status. AIA will program the Programmable Logic Controller at Lift Station 4B to enable automatic control of station functions.

FISCAL CONSIDERATION

As presented at the July 11, 2016 Council meeting, adequate funds exist with the wastewater utility to fund these expenditures.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Professional Services Contract with Advanced Industrial Automation Corporation in the not-to-exceed amount of \$60,589.00 for the development of the operations and controls for the new lift station.

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE
CITY OF GIG HARBOR AND
Advanced Industrial Automation Corporation**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Advanced Industrial Automation Corporation, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Lift Station 4B and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty Thousand Five Hundred Eighty-Nine Dollar and Zero Cents (\$60,589.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2018; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. **Indemnification.**

A. The Consultant 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 attorneys fees, arising out of or resulting from the acts, errors or omissions

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of the Consultant in 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 Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:	City of Gig Harbor
Advanced Industrial Automation Corporation	ATTN:
ATTN: Jon Mathison	Stephen Misiurak
617 NW 44 th Street	3510 Grandview Street
Seattle, WA 98107-4432	Gig Harbor, WA 98335
(425) 444-4751	(253) 851-6170

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____

Its: _____

By: _____

Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

October 11, 2016

Darrell Winans, Supervisor
City of Gig Harbor
Wastewater Treatment Plant
4216 Harborview Dr.
Gig Harbor WA 98335

RE: Gig Harbor Lift Station 4B Scope of Work, Rev. 1

This letter shall propose Advanced Industrial Automation Corporation's (AIA) scope of work for the Gig Harbor Lift Station 4B. The scope of work is organized into the section provided in our estimate as follows:

- Integration - Labor

Scope of Work: Integration - Labor

AIA will be the integrator and programmer responsible for development of the operations and controls for Lift Station 4B, and modifications to the existing Supervisory Control and Data Acquisition (SCADA) system at the Gig Harbor Wastewater Treatment Plant to incorporate station status. AIA will program the Programmable Logic Controller (PLC) at Lift Station 4B to enable automatic control of station functions.

AIA will provide the following integration services to implement the scope of work:

	<i>Scope of Services (Services to be provided)</i>
1	PLC programming
2	HMI configurations
3	Telemetry and Networking
4	Startup
5	Testing and Commissioning
6	Training
7	Warranty Service (1 year)

The following lists pertinent integration assumptions.

	<i>Integration Basis (Working Assumptions)</i>
1	Labor includes PLC programming, HMI configurations, and startup. Mechanical mounting, installations, and electrical terminations of all hardware (instruments, panels) by others.
2	Labor includes communications testing from level sensors, gas sensor, air sensors. Estimate based on integration work being done at the same time.



EXHIBIT A

Conclusion

AIA has provided integration services for the City of Gig Harbor during Gig Harbor Phase 1 improvements, Phase 2 improvements, and past support services including maintenance, troubleshooting, and HMI upgrades. AIA is exceptionally well suited to provide continued excellent service to the City of Gig Harbor. This Scope of Work is based on our discussions regarding the Lift Station 4B project and may be modified as conditions warrant. Further services may be billed T&M basis as required. Please do not hesitate to contact me if there are any problems, different alternatives you wish to pursue, or modification you would like to make.

Thank you,

Jon P. Mathison, P.E.
Advanced Industrial Automation, Corporation
617 NW 44th Street
Seattle, WA 98107-4432
Phone: 425-836-3386
Mobile: 425-444-4751
jon@advancedia.com
www.advancedia.com

EXHIBIT B

AIA-GH-LS4B Integration Estimate (07-29-2016)
Totals

Advanced Industrial Automation
8/8/2016

Item	Description	Section Cost	Materials Breakdown	Material Expenses	Labor Breakdown	Labor Expenses
	Gig Harbor Lift Station 4A		100%	\$75,726.48	100%	\$ 60,589.00
409100	Instrumentation	\$12,345.15	13.9%	\$10,545.15	3.0%	\$ 1,800.00
409513.13	LSCP-140	\$116,825.73	80.8%	\$61,186.73	91.8%	\$ 55,639.00
409513.14	Pump Station 2A Modifications	\$7,144.60	5.3%	\$3,994.60	5.2%	\$ 3,150.00
409615	IO List					
409620	Instrumentation List					
	Subtotals	\$136,315.48	100%	\$75,726.48	100%	\$60,589.00
	Tax		0%			
	Total	\$136,315.48	56%	\$75,726.48	44%	\$60,589.00
	Estimate Statistics					
	Control panel hours required		421			
	Number control panel drawings		0			
	Number points		81			
	Total Price/point			\$1,682.91		
	Materials Price/point			\$934.89		
	Labor Price/point			\$748.01		
	Basis of Estimate					
1	Taxes not included.					
2	Estimate includes PLC programming, HMI configurations, and startup. (9) Instruments, (1) control panel, (2) Radios, HMI, Mission equipment are provided. Mechanical mounting, installations, and electrical terminations of all hardware (instruments, panels) by others.					

EXHIBIT B

Item	Assumption	Quantity	Notes	LSCP-140
	<i>Basic Costing Assumptions</i>			
1	Number of PLC Panels	1		
2	Number of non-PLC Panels	0		
3	Number of HMIs	1		
4	Number HMI Screens	6	5 for LS4B, 1 for WWTP	
5	Number Reports	0		
6	Spare IO Requirement	10%		
7	Number AI	6		5
8	Number AO	3		2
9	Number DI	46		41
10	Number DO	26		23
11	Number of Submittals	2		
12	Telemetry PLCs and RTUs	1		
13	Number of instruments	11		
14	Travel Distance	60		
15	Contingency	10%	Materials only	
16	Markup	10%	Materials only	
17	Sales tax rate	0%	Added by Contractor	

EXHIBIT B

AIA-GH-LS4B Integration Estimate (07-29-2016)
409513-13_LSCP

Advanced Industrial Automation
8/8/2016

Proposed Spec Item Description	Manufacturer	Model Number	Quantity	Material Price Each	Labor Price Each (See Appendix)	Material Subtotals	Labor Subtotals
LSCP-140							
2.01 Enclosure NEMA 12 90x36x20	Hoffman	A903620FS	1	\$3,070.00	\$ 3,875.00	\$ 3,070.00	\$ 3,875.00
2.01 Backpanel	Hoffman	A90P36F1	1	\$ 751.70		\$ 751.70	\$ -
2.01 Corrosion Inhibitors (60 cubic feet)	Hoffman	AHC160R	1	\$ 117.20		\$ 117.20	\$ -
2.01 Fluorescent Lighting	Hoffman	LF120V28	1	\$ 350.00		\$ 350.00	\$ -
2.01 Datapocket 12x12	Hoffman	ADP2	1	\$ 38.20		\$ 38.20	\$ -
2.02 CompactLogix PLC, 1.5MB Memory	Allen Bradley	1769-L35E	2	\$4,410.00	\$30,130.00	\$ 8,820.00	\$ 30,130.00
2.02 Lithium Battery	Allen Bradley	1747-BA	1	\$ 94.00		\$ 94.00	\$ -
2.02 8 Channel Analog Voltage/Current Input	Allen Bradley	1769-IF8	2	\$ 805.00		\$ 1,610.00	\$ -
2.02 8 Channel Analog Current Output Module	Allen Bradley	1769-OF8C	2	\$1,508.00		\$ 3,016.00	\$ -
2.02 16 Point 24 VDC Input Module	Allen Bradley	1769-IQ16	4	\$ 247.00		\$ 988.00	\$ -
2.02 16 Point 24 VDC Output Module	Allen Bradley	1769-OB16	3	\$ 324.00		\$ 972.00	\$ -
2.02 Right End Cap/Terminator	Allen Bradley	1769-ECR	2	\$ 32.00		\$ 64.00	\$ -
2.02 Pwr Supply 120/240 VAC Input 4A @ 5	Allen Bradley	1769-PA4	2	\$ 464.00		\$ 928.00	\$ -
2.02 Operator Interface Terminal 15"	Maple System	HMI5150P	1	\$1,990.00	\$14,610.00	\$ 1,990.00	\$ 14,610.00
2.03 Ethernet Switch	N-Tron	306TX	1	\$ 379.00		\$ 379.00	\$ -
2.04 Radio Modem	CalAmp	Dataradio Viper SC-400	1	\$1,750.00	\$ 4,000.00	\$ 1,750.00	\$ 4,000.00
2.04 Radio Antenna, Yagi in Radome	SCALA	RA5-400B	1	\$1,050.00		\$ 1,050.00	\$ -
2.04 Radio Lightning Arrestor	Polyphaser	GT-DT-NFF-AL	1	\$ 80.00		\$ 80.00	\$ -
2.04 Radio Cabling Heliax 5/8 inch	Times	LDF4.5-50A	1	\$1,115.00		\$ 1,115.00	\$ -
2.04 Radio Mounting and Hardware		Misc parts	1	\$1,000.00		\$ 1,000.00	\$ -
2.05 UPS 1500VA 120V	APC	SMT1500	1	\$ 500.00		\$ 500.00	\$ -
2.05 UPS 1500VA 120V Extended Batt	APC	SMX48RMBP2U	0	\$ 519.00		\$ -	\$ -
2.06 24 VDC Power Supply	Sola/Hevi-Duty	SDN 5-24-100p	1	\$ 250.00		\$ 250.00	\$ -
2.07 Intrinsically Safe Barrier	Dwyer	MTL5041	2	\$ 762.00		\$ 1,524.00	\$ -
2.08 Intrinsically Safe Relay	Ingram Products	ISR2 24-10k	3	\$ 208.37		\$ 625.11	\$ -
2.09 Circuit Breakers			16	\$ 85.00		\$ 1,360.00	\$ -
2.10 Selector Switches	GE	CR104PSM21A91	5	\$ 40.20		\$ 201.00	\$ -
2.10 Pushbuttons	GE	CR104PBG10B1	3	\$ 27.00		\$ 81.00	\$ -
2.11 Alarm Horn	Ametek	NT2-24D	1	\$ 60.00		\$ 60.00	\$ -
2.12 Panel Mount Strobe (Amber)	Edwards Signal	104STA-N5	1	\$ 170.00		\$ 170.00	\$ -
2.13 Push To Test LED	GE	CR104PLT88R	13	\$ 109.00		\$ 1,417.00	\$ -
2.14 Relays	GE	CR420HPC022	42	\$ 17.00		\$ 714.00	\$ -
2.14 Relay sockets	GE	CR420HA	42	\$ 7.00		\$ 294.00	\$ -
2.15 time delay relays	Paragon	JW60-00	2	\$ 131.00		\$ 262.00	\$ -
2.15 time delay relays, true off	Macromatic	TR-50628-08	1	\$ 90.00		\$ 90.00	\$ -
2.15 alternating relay	Macromatic	ARP120A3R	1	\$ 85.00		\$ 85.00	\$ -
2.16 Isolator	AGM	DIN4000-13	0	\$ 171.00		\$ -	\$ -
2.17 Terminal Blocks: Fused	GE	451WNFB04A02G	41	\$ 15.03		\$ 616.21	\$ -
2.18 Terminal Blocks	Square D	9080GR6	188	\$ 1.60		\$ 300.80	\$ -
2.19 Wireways	Panduit		2	\$ 180.00		\$ 360.00	\$ -
2.20 12.6 VAC power supply for Mission	Mission	Part No 429	1	\$25.00		\$ 25.00	\$ -
2.21 Mission System, package w/ext	Mission	Package	1	\$3,500.00		\$ 3,500.00	\$ -
3.00 Panel Assembly labor			101	\$ 95.00		\$ 9,618.75	\$ -
Subtotal						\$50,236.97	\$ 52,615.00
Shipping			1	\$ 400.00		\$ 400.00	
Contingency					10%	\$ 5,023.70	
Markup					10%	\$ 5,526.07	
Tax					0%	\$ -	
Labor Reimbursable (Mileage)							\$ 3,024.00
Total						\$61,186.73	\$ 55,639.00

AIA-GH-LS4B Integration Estimate (07-29-2016)
Appendix 409513-13 - Labor

EXHIBIT B
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Advanced Industrial Automation
8/8/2016

Item	Description	PM	EE	I&C	Tech	Reps	CAD	Data-base	Total Hours	Total Cost
		(hours)	(hours)	(hours)	(hours)	(hours)	(hours)	(hours)		
1	Panel Enclosure 31 \$ 3,875.00									
1.1	Control drawings 0 0 \$ -									\$ -
1.1.1	Scope of Work								0	\$ -
1.1.2	Bill of Materials for control panels		0						0	\$ -
1.1.3	Block diagrams		0				0		0	\$ -
1.1.4	Drawings		0				0		0	\$ -
1.2	Offsite work								0	\$ -
1.2.1	Submittals 31 \$ 3,875.00									\$ -
1.2.1.1	O&M manuals			23					23	\$ 2,875.00
1.2.1.2	Construction Schedule			2					2	\$ 250.00
1.2.1.3	Testing Schedule			2					2	\$ 250.00
1.2.1.4	Submittal Coordination			4					4	\$ 500.00
1.2.2	Other services 0 \$ -									\$ -
1.2.2.1	Material Acquisition								0	\$ -
1.2.2.2	Factory demonstration test			0					0	\$ -
										\$ -
2	PLC CPU 242 \$ 30,130.00									\$ -
2.1	PLC Programming 66 \$ 8,250.00									\$ -
2.1.1	Scope of Work								0	\$ -
2.1.2	Memory Map Development (detailed)			4					4	\$ 500.00
2.1.3	Programming (RTU and PLC)			57					57	\$ 7,125.00
2.1.4	Testing (w/ HMI and forcing)			5					5	\$ 625.00
2.2	Data Acquisition 0 \$ -									\$ -
2.2.1	Scope of Work	0							0	\$ -
2.2.2	Database creation						0		0	\$ -
2.2.3	Create Reports						0		0	\$ -
2.3	Startup 91 \$ 11,375.00									\$ -
2.3.1	Install PLC panels			8					8	\$ 1,000.00
2.3.2	Install LCP panels			0					0	\$ -
2.3.3	Setup workstations			4					4	\$ 500.00

AIA-GH-LS4B Integration Estimate (07-29-2016)
Appendix 409513-13 - Labor

EXHIBIT B
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Advanced Industrial Automation
8/8/2016

2.3.4	Test wiring to 81 field points			9				9	\$ 1,125.00
2.3.5	Configure communications to PLCs and HMI			12				12	\$ 1,500.00
2.3.6	Start and test automated sequences			40				40	\$ 5,000.00
2.3.7	Configure instrumentation			18				18	\$ 2,250.00
2.3.8	Configure Alarm Notification System			8				8	\$ 1,000.00
2.4	Commissioning (test/train) 47	\$ 5,755.00							\$ -
2.4.1	Field Acceptance Testing			6				6	\$ 750.00
2.4.2	Train operators 11	\$ 1,375.00						0	\$ -
2.4.2.1	HMI and reports			6				6	\$ 750.00
2.4.2.2	Instruments and equipment			5				5	\$ 625.00
2.4.3	7-day Operational Test(s)			0				0	\$ -
2.4.4	Final review			8				8	\$ 1,000.00
2.4.5	Alterations as required by final review			6				6	\$ 750.00
2.4.6	As built drawings		0	4		4		8	\$ 880.00
2.4.7	Acceptance			8				8	\$ 1,000.00
2.5	Warranty (1 year) 30	\$ 3,750.00							\$ -
2.5.1	Alterations and additions as requested			16				16	\$ 2,000.00
2.5.2	Warranty callouts			14				14	\$ 1,750.00
									\$ -
3	HMI 1	116 \$ 14,610.00							\$ -
3.1	Scope of Work		11					11	\$ 1,485.00
3.2	Bill of Materials for HMI			0				0	\$ -
	HMI Modifications at HQ			16				16	\$ 2,000.00
3.3	Setup 1 HMIs			2				2	\$ 250.00
3.4	Create 6 screens			72				72	\$ 9,000.00
3.5	Test 6 screens			15				15	\$ 1,875.00
									\$ -
4	Telemetry and Networking	32 \$ 4,000.00							\$ -
4.1	Scope of Work							0	\$ -
4.2	Bill of Materials			0				0	\$ -
4.4	LS2 Configuration			8				8	\$ 1,000.00
	LS4 Configuration			8				8	\$ 1,000.00

AIA-GH-LS4B Integration Estimate (07-29-2016)
Appendix 409513-13 - Labor

EXHIBIT B
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Advanced Industrial Automation
8/8/2016

	LS2 Wireless Setup and Testing			8					8	\$ 1,000.00
	LS4 Wireless Setup and Testing			8					8	\$ 1,000.00
		PM	EE	I&C	Tech	Reps	CAD	Data-	Total	Total Cost
	Totals	11	0	406	0	0	4	0	421	\$ 52,615.00
										\$ -
										\$ 380.00
										\$ -
										\$ -
										\$ 50,750.00
										\$ -
										\$ 1,485.00
										\$ 52,615.00
										hourly rate
						PM				\$ 135
						EE				\$ 135
						I&C				\$ 125
						Tech				\$ 90
						Reps				\$ 100
						CAD				\$ 95
						Database				\$ 105
						Onsite days		21		
						IO Count		81		
						IO future		0		
						IO Current+Futur		81		
						Mileage rate				\$ 0.60
						Mileage				\$ 5,094.00
						Total				\$ 55,639.00

AIA-GH-LS4B Integration Estimate (07-29-2016)
409513-14_PS2

EXHIBIT B
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Advanced Industrial Automation
8/8/2016

Spec Item	Description	Manufacturer	Model Number	Quantity	Material Price Each	Labor Price Each	Material Subtotals	Labor Subtotals
Pump Station 2A Modifications								
2.01	Radio Modem	CalAmp	Dataradio Viper SC-400	1	\$ 1,750.00	\$ 1,200.00	\$ 1,750.00	\$ 1,200.00
2.01	Radio Antenna Yagi 9.2 dBd	Laird	Y4505	1	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00
2.01	Radio Lightning Arrestor	Polyphaser	GT-DT-NFF-AL	1	\$ 80.00	\$ 100.00	\$ 80.00	\$ 100.00
2.01	Radio Cabling Low Loss	Times	LMR400	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
2.03	Panel Modifications		Misc parts	1	\$ 500.00	\$800.00	\$ 500.00	\$ 800.00
	Radio Mounting and Hardware		Misc hardware	1	\$600.00		\$ 600.00	
	Ethernet Patch Cord	Tripp Lite		2	\$15.00		\$ 30.00	
	Subtotal						\$ 3,260.00	\$ 3,150.00
	Shipping			1	\$ 50.00		\$ 50.00	
	Contingency				10%		\$ 326.00	
	Markup				10%		\$ 358.60	
	Tax				0%		\$ -	
	Total						\$ 3,994.60	\$ 3,150.00

AIA-GH-LS4B Integration Estimate (07-29-2016)
409100_Inst

EXHIBIT B
Page 8 of 8

Advanced Industrial Automation
8/8/2016

Spec Item	Description	Manufacturer	Model Number	Quantity	Materials Price Each	Labor Price Each	Materials Subtotals	Labor Subtotals
Instrumentation								
2.02	Magnetic Flowmeters Sensor	Siemens	Sitrans 5100W w/6000	0	\$1,914.00	\$300.00	\$0.00	\$0.00
	Magnetic Flowmeters Transmit	Siemens	Sitrans 5100W w/6000	0	\$1,553.00		\$0.00	
	Magnetic Flowmeters Misc	Siemens	Sitrans 5100W w/6000	0	\$700.00	\$0.00	\$0.00	\$0.00
2.03	Level Switch (Float Switch)	Contegra	FS90	7	\$150.00	\$25.00	\$1,050.00	\$175.00
2.03	Level Switch Weight	Contegra	WGT	7	\$75.00	\$25.00	\$525.00	\$175.00
2.03	Level Switch Cable	Contegra	CBL	7	\$75.00	\$100.00	\$525.00	\$700.00
2.04	Ultrasonic Level Sensor	Pulsar	Ultra 3, dB6	1	\$685.00	\$50.00	\$685.00	\$50.00
2.04	Ultrasonic Level Controller	Pulsar	Ultra 3, dB6	1	\$1,100.00	\$50.00	\$1,100.00	\$50.00
	Ultrasonic Level Misc	Pulsar	Ultra 3, dB6	1	\$50.00		\$50.00	
2.04	Ultrasonic Level Suite SW	Pulsar	Ultra 3, dB6	1	\$385.00	\$50.00	\$385.00	\$50.00
	Ultrasonic Level Accessory 1	Pulsar	Ultra 3, dB6	1	\$85.00		\$85.00	
	Ultrasonic Level Accessory 2	Pulsar	Ultra 3, dB6	1	\$240.00		\$240.00	
2.05	Combustible Gas Sensor	Drager	Polytron 8310	1	\$1,820.00	\$300.00	\$1,820.00	\$300.00
2.06	Gas Sensor Calibration	Drager	Gas	1	\$150.00	\$0.00	\$150.00	\$0.00
2.07	Gas Sensor Calibrator Kit	Drager	Kit	1	\$600.00	\$100.00	\$600.00	\$100.00
2.08	Air Flow Switch	McDonnell & Miller	AFE-1	2	\$750.00	\$100.00	\$1,500.00	\$200.00
	Subtotal						\$8,715.00	\$1,800.00
	Contingency			10%			\$871.50	
	Markup			10%			\$958.65	
	Tax			0%			\$0.00	
	Total						\$10,545.15	\$1,800.00

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, October 24, 2016 – 5:30 p.m.**

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS: Mark Lindquist, Pierce County Prosecutor: Updates on Elder Abuse and High Priority Offender Units

CONSENT AGENDA:

1. Approval of City Council Minutes Oct 10, 2016
2. Liquor License Action: a) Renewals: Maritime Mart, Marketplace Grille, Albertson's, Pioneer 76, Qdoba Mexican Grill, The Wine Studio of Gig Harbor, Bartell Drugs, Tobacco Harbor, and Greenhouse Restaurant; b) Application: Gertie and the Giant Octopus Restaurant; c) Special Occasion – St. Nicholas Catholic School: Club at the Boatyard
3. Receive and File: a) Intergovernmental Affairs Committee Minutes Sep. 26, 2016; b) Council Worksession Minutes Oct. 6, 2016; c) Council Worksession Minutes Oct. 10, 2016; d) Budget Worksessions I & II, October 17th and 18th; e) DRB Minutes Sep. 22, 2016; f) Financial Quarterly Report
4. Resolution No. 1050 – Surplus Equipment – I.T.
5. Second Reading of Ordinance No. 1344 – Pawn Shops
6. Second Reading of Ordinance No. 1345 – Updates to Harbor Code
7. 2016 City-Wide Traffic Counts – Professional Services Contract
8. Appointment to Arts Commission
9. Welcome Plaza/Lift Station 4B Development of the Operations and Controls - Professional Services Contract
10. Lift Station No. 17 – Property Purchase and Sale Agreement
11. Approval of Payment of Bills Oct. 24, 2016: Checks #82471 through #82591 in the amount of \$738,682.39.

OLD BUSINESS:

NEW BUSINESS:

1. Public Hearing, First Reading and Adoption of Ordinance No. 1346 – Country Squire Condos Annexation
2. Public Hearing on 2016 Comprehensive Plan Amendments and Smith Development Agreement
3. Public Hearing and First Reading of Ordinance – Stormwater LID Integration and Landscaping Amendments
4. Public Hearing and First Reading of Ordinance – 2017 Public Works Standards Update

PUBLIC COMMENT:

STAFF REPORT:

1. Grandview Forest Park
2. Ancich Waterfront Park Citizen Survey

COUNCIL REPORTS / COMMENTS:

Boards and Candidate Review: Tue. Oct 18th – Councilmember Lovrovich

CITY ADMINISTRATOR REPORT:

Property Transfer – Pierce Transit

MAYOR'S COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. Nov 7th at 4:30 p.m.
2. Budget Worksession III – Mon. Nov 7th at 5:30 p.m.
3. Public Works Committee: Mon. Nov 14th at 4:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b)

ADJOURN:

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.



Business of the City Council City of Gig Harbor, WA

Subject: Country Squire Annexation Public Hearing and 1st Reading of Ordinance

Dept. Origin: Planning

Proposed Council Action:

Prepared by: Lindsey Sehmel, AICP LNS

Hold a Public Hearing on the 60% Petition and first reading of Ordinance on October 24, 2016 relating to the annexation of the Country Squire Condominiums as shown in Exhibit A.

For Agenda of: October 24, 2016

Exhibit: Ordinance and Exhibits

Motion: Move to approve Ordinance No. 1346 approving the Country Squire Annexation subject to Boundary Review Board approval or letter determining review is exempt.

	Initial & Date
Concurred by Mayor:	Jo 10/17/16
Approved by City Administrator:	Kend 10/17/16
Approved as to form by City Atty:	Via Email 10/17/16
Approved by Finance Director:	JK 10/17/16
Approved by Department Head:	JK 10/17/16

Expenditure Required	Amount Budgeted	Appropriation Required	\$ 0

INFORMATION/BACKGROUND

City Council considered the 10% petition for annexation and approved the processing to move forward under on June 13, 2016. Washington State RCW 35A.14.130 requires a meeting with the Council to set a public hearing date on the final 60% petition, and on September 26, 2016 council set the public hearing for October 24th.

The annexation request is a total of .66 acres located east of Soundview Drive and South of 62nd St CT NW, and contains a total of four (4) condominium units on the property. Prior to its effective date, the Boundary Review Board must approve the annexation or issue a letter determining the review is exempt under RCW 36.93.110.

Per GHMC 1.08.020(C) the City Council may take action on first reading the annexation ordinance with affirmative vote of a majority of a quorum.

BOARD OR COMMITTEE RECOMMENDATION

None. Prior consideration was done with the full City Council during the regularly scheduled June 13, 2016 meeting. The June meeting was the only opportunity to amend or alter the size and area of the annexation request prior to the submission of the 60% petition.

RECOMMENDATION/MOTION

Hold a Public Hearing on the 60% Petition and first reading of Ordinance on October 24, 2016 relating to the annexation of the Country Squire Condominiums as shown in Exhibit A.

Motion: Move to approve Ordinance No. 1346 approving the Country Squire Annexation subject to Boundary Review Board approval or letter determining review is exempt.

ORDINANCE NO. 1346

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY .66 ACRES OF PROPERTY LOCATED TO THE EAST OF SOUNDVIEW DRIVE AND SOUTH OF 62ND STREET CT NW (PL-ANX-16-0001), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2016 the City of Gig Harbor received a Notice of Intent to Annex approximately .66 acres of property located to the east of Soundview Drive and south of 62nd Street CT NW, within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the assessed value of the property; and

WHEREAS, on June 13, 2016, the City Council met with the initiators of the petition and voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation zoning (R-1) as depicted on the Official Zoning Map of the City and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on June 20, 2016, the 60% petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on July 6, 2016, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low, with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning (R-1) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designations; and

WHEREAS, on June 13, 2016, the City Council, voted to declare its intent to authorize and approve the annexation for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval; and

WHEREAS, after consideration of this ordinance staff will provide the Notice of Intention, together with supporting documentation, to the Chief Clerk of the Pierce County Boundary Review Board for review; and

WHEREAS, the City Council held a public hearing, first reading, and made final approval of the annexation during its regular City Council meeting of October 24, 2016; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately .66 acres of property located east of Soundview Drive and south of 62nd Street CT NW, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately .66 acres of property located east of Soundview Drive and south of 62nd Street CT NW, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation;
- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned R-1 as depicted on the Official Zoning Map of the City in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The Planning Director is hereby instructed to submit this ordinance to the Boundary Review Board for approval or the Boundary Review

Board's determination that the annexation is exempt from review under RCW 36.93.110.

Section 4. Upon receipt of approval or notice of exemption from the Boundary Review Board, the Planning Director is further instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1.

Section 5. The City Clerk is hereby directed to record a certified copy of this ordinance with the Office of the Pierce County Auditor.

Section 5. This ordinance shall take effect upon passage and publication as required by law, and the effective date of the annexation shall be January 1, 2017, subject to Pierce County Boundary Review Board approval or determination that the annexation is exempt from review under RCW 36.93.110.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 24th day of October, 2016.

APPROVED:

MAYOR, Jill Guernsey

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK: 10/17/16
PASSED BY THE CITY COUNCIL: 10/24/16
PUBLISHED: 10/26/16
EFFECTIVE DATE: 01/01/17
ORDINANCE NO. 1346

“Exhibit A”

**LEGAL DESCRIPTION FOR REFERENCE PARCEL 7580000793 INCLUDING
TAX PARCELS 9004640010, 9004640020, 9004640030, 9004640040**

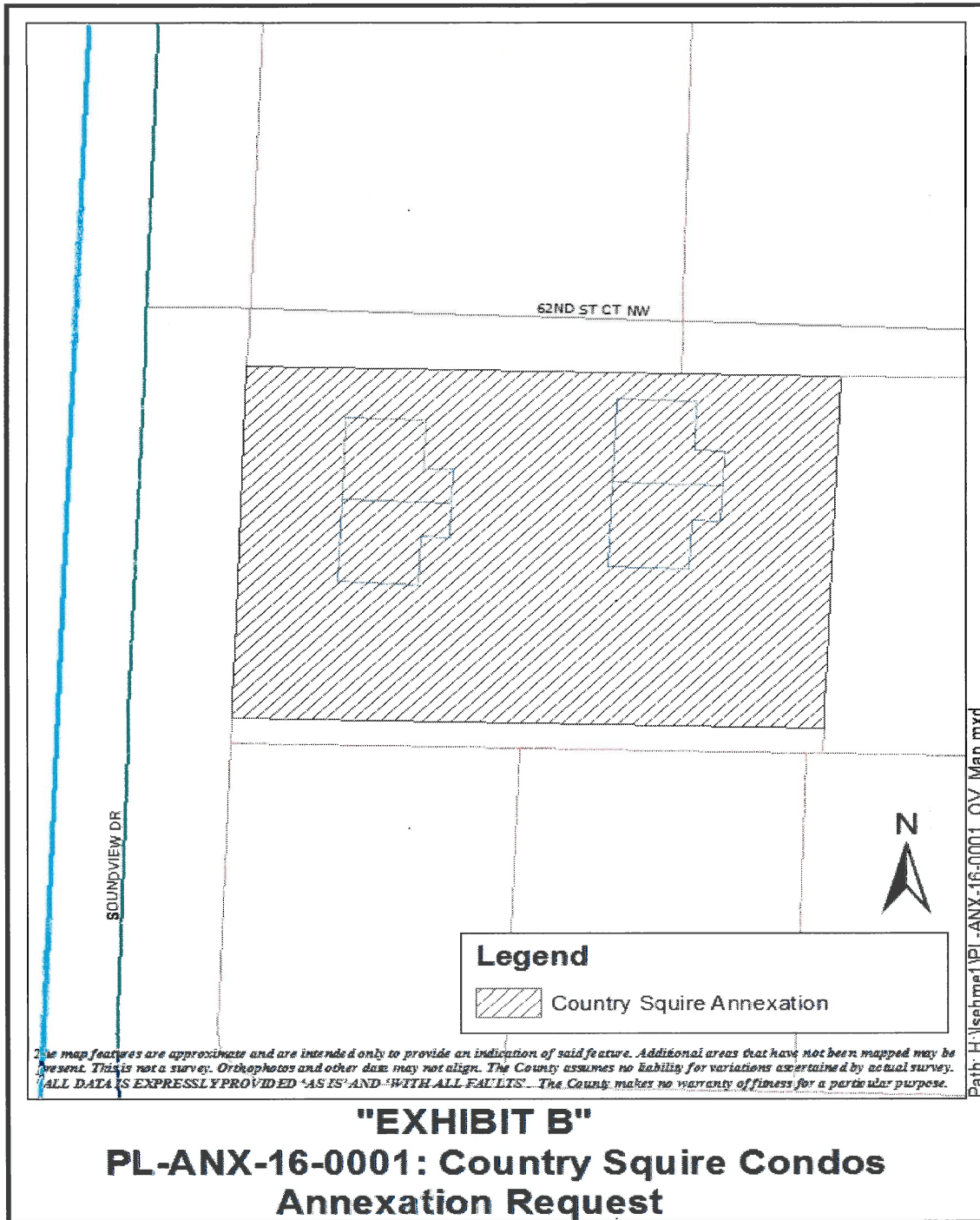
A PORTION OF THE NW ¼ OF THE NE 1/4, SECTION 17, TOWNSHIP 21 N,
RANGE 2 E, W.M. PIERCE COUNTY, WASHINGTON

THE WEST 205 FEET OF THE SOUTH 150 FEET OF TRACT 29, SHORE
ACRES, PIERCE COUNTY, WASHINGTON, ACCORDING TO THE PLAT
RECORDED IN BOOK 10 OF PLATS AT PAGE 82, IN PIERCE COUNTY,
WASHINGTON

EXCEPT THE SOUTH 10 FEET THEREOF

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS OVER AND
ACROSS THE NORTH 30 FEET OF THE SOUTH 180 FEET OF THE WEST
205 FEET OF SAID TRACT 29.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND
RESERVATIONS OF RECORD.



"EXHIBIT B"
PL-ANX-16-0001: Country Squire Condos
Annexation Request



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

Subject: 2016 Comprehensive Plan Amendments and Smith Development Agreement – Public Hearing

Proposed Council Action: Hold a public hearing on the 2016 Annual Comprehensive Plan amendments including the draft Ordinance and Resolution associated with Development Agreement.

Consider public testimony, and direct staff to return with an ordinance relating to 2016 Comprehensive Plan amendments and Resolution associated with Development Agreement for first reading on November 14, 2016.

Dept. Origin: Planning

Prepared by: Lindsey Sehmel, AICP
Senior Planner

LNS

For Agenda of: October 24, 2016

Exhibits: Ordinance and Exhibits
Resolution and Exhibit

Initial & Date

Concurred by Mayor:

JG 10-18-16

Approved by City Administrator:

Rox W 10/18/16

Approved as to form by City Atty:

via email 10/18/16

Approved by Finance Director:

N/A

Approved by Department Head:

JK 10/18/16

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

A public hearing is required this evening on the three 2016 Comprehensive Plan amendment applications and an associated development agreement.

1. PL-COMP-15-0001 & PL-DEV-15-0002: Smith Land Use Map Amendment and Development Agreement

The applicant has proposed changing the land use designation of three parcels totaling 16.71 acres located at the 6300 block of 112th Street from Employment Center, Commercial Business and Residential Low to Residential High Transition. The application for the land use amendment is accompanied by a proposed development agreement that would limit future residential development to 100 total units (Section 9 of draft Development Agreement) under Multiple-family residential zoning (R-3). Current use of the subject property is a gravel mine with portions that are vacant.

2. PL-COMP-15-0003: Mixed Use Land Use Map Amendment

The Planning Commission requested this amendment to complete work related to a rezone recommendation that was directed by City Council. The request was to remove the Mixed Use land use designation and replace with appropriate land use designations that align with existing zoning districts.

3. PL-COMP-15-0004: Arts Commission Text Amendment

The City's Arts Commission has proposed amending policy text in the Parks, Recreation and Open Space Element of the Comprehensive Plan to support the Arts

Commission work program. Proposed changes are focused around Goal 11-10 of the Element and its associated policies.

ENVIRONMENTAL ANALYSIS

A SEPA DNS was issued on September 25, 2016 regarding this amendment package.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission has recommended approval with conditions in the associated development agreement for PL-COMP-15-0001 & PL-DEV-15-0001, a request to not move forward on PL-COMP-15-0003, and approval of PL-COMP-15-0004.

PLANNING COMMISSION REVIEW OF PL-COMP-15-0001:

There were a total of six work study meetings including an on-site visit during the June 16th meeting on this amendment. The Planning Commission held a public hearing on the proposal on July 21, 2016.

Following the public hearing were three work study meetings that focused on the draft Development Agreement and review of the criteria of approval.

Planning Commission had a difficult task in reviewing the request, as the current use as a gravel mine is not fully built out to the existing land use designations. The GHMC requires the Commission to analyze comprehensive (long-range) plan amendments based upon the most intense use and potential development of the site.

The existing Employment District and Commercial Business land use designations (8.64 acres) and implementing zoning district allows for a variety of permitted outright uses including but not limited to: Personal and professional services, retail, restaurants, boat repair and sales, and industrial level 1 and 2 (manufacturing, assembly and production including hazardous waste). Additional impactful uses are allowed conditionally. The existing Residential Low land use designation (8.21 acres) allows for a smaller variety of uses, including but not limited to: Single family dwellings, family care, and adult family homes (GHMC 17.14.020).

The Commission was tasked with analyzing the impacts between the existing Employment District, Commercial Business and Residential Low designations and the requested Residential High Transition designation.

The applicant provided information on the possibility of a complete build out that included 14 single family homes and 122,000 square feet business park (mixed use general office) with an assumed total of 196 PM Peak traffic trips. During the public comment period, that assumption was questioned regarding feasibility of that development, as it was based upon 1994/95 assumptions. Planning Director, Jennifer Kester provided an additional worst case (most intense development potential) scenario based upon density assumptions and the 2014 Buildable Lands Report. The alternative worst case scenario identified up to 27 single family units, 122,120 square feet of business park, and 9,605 square feet of medical office for a PM Peak Trip total ranging from 102 trips to 218 trips. Based upon all of these existing designation 'worst case' scenarios for the subject property, the proposed development of 100 multi-family

units is estimated to generate fewer PM peak hour trips than today's development potential would.

The associated Development Agreement request provided future limitations to the development of the site under the R-3 zoning district. The Commission discussed total unit count in buildings and aesthetics associated with that. The applicant provided an email that states they would support limiting unit counts to a maximum of 6 per structure. The Commission after further discussion, decided to require a pre-application meeting with the Design Review Board for future development proposals. With consideration to the transition requirements and the GHMC current limitations that any future building is limited to a maximum of 8 units, the Commission believes that the pre-application condition is sufficient.

The Commission also requested specific comments related to this project from the Fire District, School District, and City Police Department. No significant impacts were identified from the comments received from these entities.

In conclusion, the Commission recognizes that the Growth Management Act requires urban types of development within the urban centers (city limits) and that the analysis and materials presented for this land use map request show a reduction in the traffic impacts. With consideration to the inclusion of the two additional requirements added to the development agreement (Max 102 PM Peak trips, Design Review Board pre-application meeting), the commission recommends approval of the request.

Planning Commission Review of PL-COMP-15-0003:

With the recent funding award of Harbor Hill Drive Extension and the Public Works Departments capital planning for the construction of the road, planning staff recommended to the Commission that they delay any decision on the removal of the Mixed Use land use designation until the completion of the Harbor Hill Drive Extension.

The Commission deliberated on the map amendment request after the public hearing and commented that it may be premature to make any land use changes before understanding the flow and function of the area after completion of Harbor Hill Drive Extension. They request City Council to consider returning the issue back to them after construction of the road and a traffic analysis of the area is completed.

Planning Commission Review of PL-COMP-15-0004:

There were a total of five work study sessions and one public hearing on July 21, 2016.

The application materials provided by the Arts Commission were thorough and well thought out. The Commission worked with the applicant to make minor text revisions regarding organization to align with the context of the existing element.

RECOMMENDATION / MOTION

Hold a public hearing on the 2016 Annual Comprehensive Plan amendments and development agreement.

Draft Motion: Consider public testimony, and direct staff to return with an ordinance relating to the 2016 Comprehensive Plan amendments and resolution associated with Smith Development Agreement for first reading on November 14, 2016.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN FOR THE 2016 ANNUAL CYCLE: AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 16.71 ACRES OF PROPERTY LOCATED AT THE 6300 BLOCK OF 112TH STREET NW FROM EMPLOYMENT CENTER (EC), COMMERCIAL/BUSINESS (C/B), AND RESIDENTIAL LOW TO RESIDENTIAL HIGH TRANSITION (PL-COMP-15-0001); TERMINATING REVIEW OF THE REQUEST TO REMOVE THE MIXED USE LAND USE DESIGNATION OF PROPERTY LOCATED NORTHEAST OF BURNHAM DRIVE FROM APPROXIMATELY THE 9400 BLOCK TO THE 10800 BLOCK (PL-COMP-15-0003); TEXT AMENDMENT TO THE PARKS, RECREATION AND OPEN SPACE ELEMENT TO UPDATE GOAL 11-10 RELATING TO THE ARTS COMMISSION WORK PROGRAM (PL-COMP-15-0004) .

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, except under circumstances not applicable here, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on January 25, 2016, the City Council evaluated the comprehensive plan amendment applications submitted for the 2016 annual cycle, and held a public hearing on such applications; and

WHEREAS, on January 25, 2016, the City Council forwarded three comprehensive plan amendment applications to the Planning Commission for further processing in the 2016 Comprehensive Plan annual cycle; and

WHEREAS, on August 25, 2016, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for comprehensive plan amendment applications, pursuant to WAC 197-11-340(2), which was not appealed; and

WHEREAS, the Planning Director notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on August 25, 2016 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held work study sessions on to discuss the applications on June, 2, 2016, June 16, 2016, July 7, 2016, July 21, 2016, August 18, 2016, September 1, 2016, and September 15, 2016; and

WHEREAS, the Planning Commission held public hearings on comprehensive plan amendments on July 21, 2016, and September 1, 2016; and

WHEREAS, on September 15, 2016 the Planning Commission voted to recommend approval of two of the three proposed amendments as documented in the Planning Commission's written recommendations signed by Planning Commission Chair, Reid Ekberg, all dated September 29, 2016; and

WHEREAS, on October 24, 2016, the Gig Harbor City Council held a public hearing on all three proposed amendments to the Gig Harbor Comprehensive Plan for the 2016 annual review cycle; and

WHEREAS, the Gig Harbor City Council had a first reading of an Ordinance implementing the recommendations of the Planning Commission and amending the Comprehensive Plan on _____, 2016; and

WHEREAS, the Gig Harbor City Council had a second reading of an Ordinance implementing the recommendations of the Planning Commission and amending the Comprehensive Plan on _____, 2016; Now, Therefore,

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

Section 1. 2016 Annual Comprehensive Plan Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** The following persons verbally testified on the applications at the October 24, 2016 public hearing:

Name & Project File no. _____
Name & Project File no. _____
Name & Project File no. _____

D. Criteria for Approval. The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 make written findings regarding each application's consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 are as follows:

19.09.170 Criteria for approval.

The city's comprehensive plan was developed and adopted after significant study and public participation. The goals and policies contained therein shall therefore be granted substantial weight when considering a proposed amendment. The city council shall make written findings regarding each application's consistency or inconsistency with the following criteria:

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

D. The proposed amendment advances the public interest; and

E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:

1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in

conjunction with this amendment in order to ensure that adopted level of service standards will be met; and

2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and

3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

E. Applications. The City Council hereby enters the following findings and conclusions for each application:

1. PL-COMP-15-0001 – Sunrise Enterprise Land Use Map Amendment

Summary: A land use designation change from Employment Center (EC), Residential Low (RL) and Commercial Business (C/B) to Residential High Transition (RHT) of 16.71 acres located at the 6300 block of 112th Street NW, currently occupied by a contractor's yard.

Findings:

a) The City Council did not identify any goals or policies of the Comprehensive Plan that the proposed amendment was in conflict with. They identified the following goals and policies the proposal furthers and is consistent with:

2.2.2. Neighborhood Planning Areas

a) Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land-use areas and common buffers/open space.

2.2.3. Generalized Land Use Categories

Generalized land use categories are identified to serve as a basis for establishing or accommodating the more detailed zoning code designation. The Comprehensive Plan defines eleven generalized land use categories:

...

c) Residential High Transition

Provides a transition between higher intensity commercial and residential low or medium uses. Contains a mix of residential intensities from multifamily to single family residential. May include certain specified businesses, personal and professional services or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area.

Use natural buffers or innovative site design as mitigation techniques

to minimize operational impacts of non-residential uses and to serve as natural drainage ways.

GOAL 2.3: PROMOTE COMMUNITY DIVERSITY AND DISTINCTION AND INCREASE HOUSING OPPORTUNITIES

Create and refine district definitions which allows for innovation and performance. Provide a control and review process that permits maximum design flexibility while meeting social and community needs for employment, housing, education and recreation. Provide for a range of residential densities which would accommodate the City's 2030 residential growth target of 10,563 within a broad variety of housing types and tenures.

GOAL 2.7: EFFECTIVE LAND USE MANAGEMENT

Establish a planning review document and process which recognizes local needs and which effectively coordinates development efforts between city departments and County/State agencies.

2.7.1. Planning Unit Boundaries

- a) Define planning units which are based upon like land uses and activities.
- b) Delineate planning unit boundaries using natural features, roads or other physical improvements.
- c) Identify critical transition areas or points of conflict with adjacent or incompatible planning units.
- d) Resolve conflict or compatibility issues through a neighborhood planning process and employ transitional uses for consideration in future development reviews.

GOAL 6.5: PRESERVE GIG HARBOR AS A PLACE TO LIVE FOR PEOPLE OF ALL OCCUPATIONS, INCOMES AND ABILITIES.

To ensure adequate provisions of existing and projected housing needs for all economic segments of the community, a variety of housing types, sizes and values should be available. Housing should accommodate for each income group, individuals, single parents, small and large families as well as disabled individuals and seniors. Furthermore special housing accommodations should be allowed and encouraged for general needs.

- b) The City Council did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with. The amendment would assist the City in reducing employment capacity based upon the assessment and request of Puget Sound Regional Council. The City Council finds that the proposed amendment is consistent with the Growth Management Act, the

countywide planning policies and multi-county planning policies. The approval of the amendment will not have a cumulative adverse effect on the City.

- c) The City Council discussed the Capital Facilities regarding traffic, and sewer. The adopted Levels of Service in the City's Comprehensive Plan show that the nearby traffic infrastructure is currently operating above the adopted level of service. The Council addressed that any impacts stemming from future development proposals will be mitigated during project review with a detailed traffic analysis study. The analysis of the Land Use Map Amendment shows a reduction in traffic and a minor increase in sewer usage if approved based on existing and proposed land use designations. The existing designations of Employment District, Commercial Business and Residential Low at full build out was identified as having a potential maximum of 218 PM Peak traffic trips as shown in the memo dated 8/9/16 from Emily Appleton. Therefore, the Council added criteria to the Development Agreement to limit any future development to a maximum of 102 PM Peak Trips to constrain future impacts. The Council discussed the feedback from the Chief of Police that the proposal will not adversely affect police services. The Peninsula School District provided an email that stated they had no comments on the requested land use map amendment. The Fire District also made comments that did not identify any adverse impacts that require mitigation or denial of the application request. The subject property is not serviced by city water. The city will fully evaluate the project once a project permit application is submitted committing to a particular use. If through that permitting process, deficiencies in the City's transportation or waste water system will occur mitigation will be required. The Council identifies that the proposal to change the land use will not result in an adverse impact.
- d) The City Council identified that at maximum build out, the existing Land Use Designations of Employment District, Commercial Business and Residential Low land use designations have a higher impact to the established single family residential developments that neighbor the site than the proposed designation of Residential High Transition does based upon its maximum build out limited by the associated Development Agreement. For build out scenarios considered see the full impact analysis identified in the Emily Appleton memo dated 8/9/16 regarding the project. The associated Development Agreement was submitted with the map amendment to limit future development to residential uses in the R-3 zoning designation, and limit the maximum count of future residential units to 100. The City Council included in the Development Agreement additional requirements for the land owner. These include requiring any proposed development plan be presented to the City's Design Review Board for a Pre-Application meeting prior to submission, and limiting future development not to exceed a traffic trip count of 102 PM Peak trips. The City Council finds that the proposal is less impact to the general public than what is currently allowed under the existing and current designation and thus advances the public interest.

e) The Commission reviewed all criteria in E.1. and selected 19.170(E)(1)(d):

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

The City Council further finds that based upon the assessment reports and assumptions provided for analysis and review, there is adequate infrastructure, facilities, and services currently in place to serve the expected development as a result of the amendment.

f) The City Council finds that the Residential High Transition Land Use designation best meets the existing surrounding land uses as it serves as a transition from the intense commercial designation along Burnham Drive and the Residential Low designation above the subject site.

The City Council finds that the approval of the amendment will not create a demand for land use designation changes of other properties in the surrounding area. The subject parcels are bound by built and natural site features (slopes, retention ponds, public right of way).

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-15-0001, as identified in Exhibit A attached to this Ordinance in conjunction with the conditions in the associated Development Agreement under PL-DEV-15-0002, which include the following:

Limitations on Rezone. Within five years of the effective date of the approval of the Comprehensive Plan Amendment, the Developer may submit application to the City for rezone of the project site to R-3. Nothing in this Agreement is intended to guarantee approval of a future rezone, and the City retains its authority to approve or deny any such application for rezone based on criteria in existence at the time of consideration. Along with the rezone application, the Developer may also submit project permit applications for development of the Property to the City. These project permit applications shall be consistent with the City's code in effect at that time, and also include the provisions set forth below.

Dwelling Units. No more than 100 total dwelling units may be constructed on the Property with no single family detached housing.

Buffering. Developer shall maintain buffers as shown on Exhibit C.

Access. Parcel No. 01-22-25-3072 will be limited to a single access point onto 112th Street as shown on Exhibit C.

Traffic. Total development on the Property shall not exceed 102 PM Peak Hour Trips.

Design Review Board. Prior to submission of a development project permit application, the Landowner shall attend a pre-application meeting with the City's Design Review Board at no cost to the Landowner.

2. PL-COMP-15-0003 – Mixed Use Land Use Map Designation Change

Summary: A land use designation change to remove the Mixed Use land use designation and replace with appropriate land use designations that align with existing zoning districts.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **terminates further action on** application PL-COMP-15-0003 based upon current funding and development plans of Harbor Hill Drive Extension.

3. PL-COMP-15-0004 – Arts Commission Text Amendment

Summary: The City's Arts Commission has proposed amending policy text in the Parks, Recreation and Open Space Element of the Comprehensive Plan to support the Arts Commission work program. Proposed changes are focused around Goal 11-10 of the Element and its associated policies.

Findings:

- a) The City Council did not identify any goals or policies of the Comprehensive Plan that the proposed amendment was in conflict with. They identified the requested text amendment meets existing goals and policies.
- b) The City Council did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.
- c) The City Council identified that the proposed text amendment will not adversely impact the city's ability to provide sewer, water, transportation and other public facilities and services.
- d) The City Council finds that the proposal advances the public interest in relation to public art and the City's Arts Commission work program.
- e) This criterion does not apply to the text amendment.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan,

criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-16-0004, as identified in Exhibit B attached to this Ordinance.

Section 2. Transmittal to State. The Planning Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Commerce Department within ten days of adoption, pursuant to RCW 36.70A.106.

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

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

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

CITY OF GIG HARBOR

Mayor Jill Guernsey

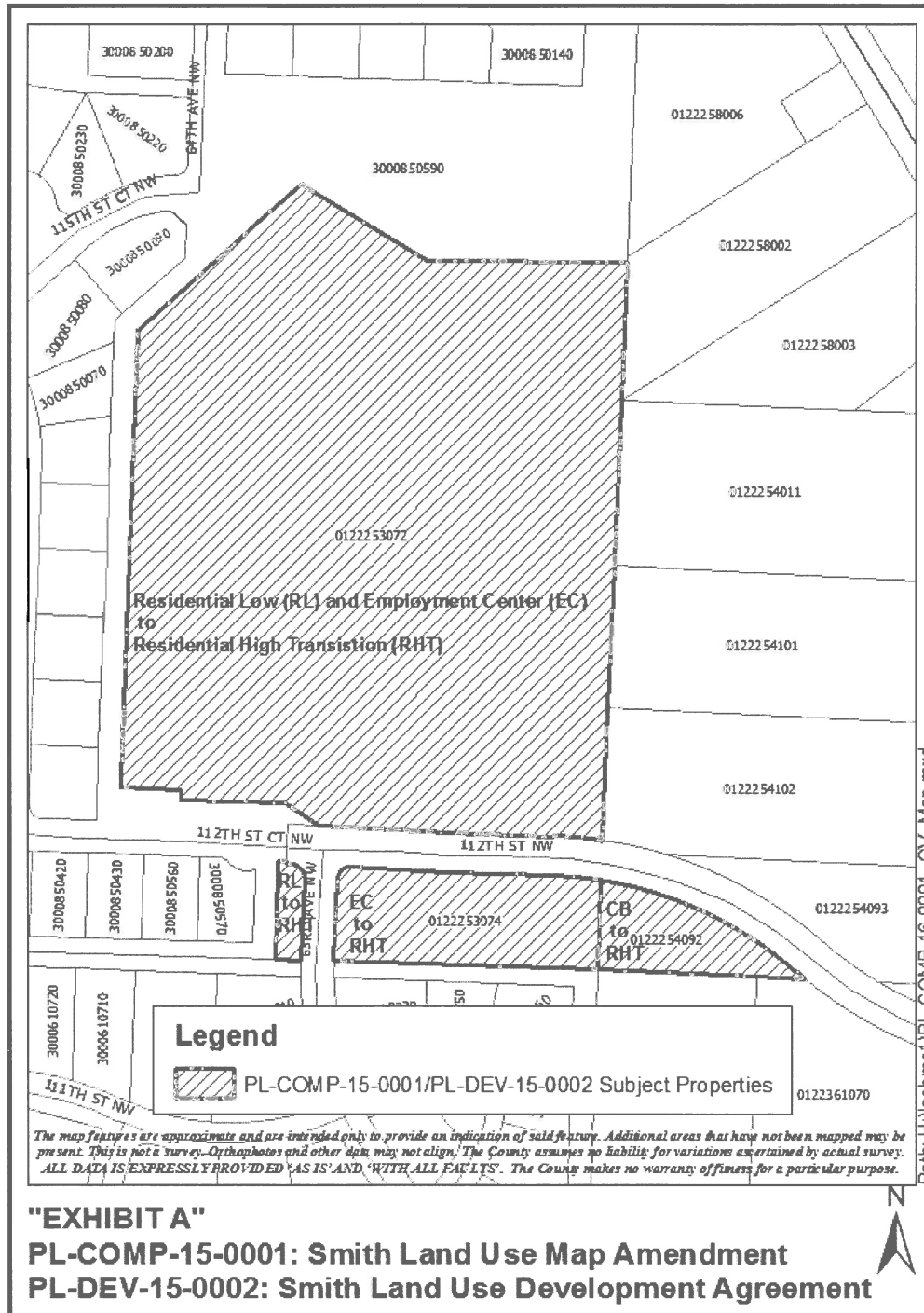
ATTEST/AUTHENTICATED:

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.



Chapter 11

PARKS, RECREATION AND OPEN SPACE

INTRODUCTION

The 2010 Parks, Recreation and Open Space Plan (Park Plan) for Gig Harbor represents the City's vision, and provides goals and objectives for the development of parks, recreation and open spaces in Gig Harbor for the next six years and beyond. Only key elements of the Park Plan are incorporated into the Comprehensive Plan. This chapter includes the goals and policies adopted in the Park Plan, while the inventory, levels of service and 6-year capital facilities projects are included in Chapter 12, Capital Facilities.

Since the adoption of the previous Plan in 2003, the City of Gig Harbor has completed many park projects and has acquired significant park properties. Newly completed park projects include the Civic Center which includes a large multi-use public green, skate park, and playground; Kenneth Leo Marvin Veterans Memorial Park and a two mile expansion of the Cushman Trail. Park properties acquired since 2003 include two sites adjacent to City Park that help protect Crescent Creek, Eddon Boat Park and Austin Estuary. These projects were made possible through grants and partnerships with business, organizations, government, outside funders, and citizens.

The 2010 update was put together using a variety of approaches including:

- Direction and vision from the Parks Commission
- Public Workshop
- Information gathered from the 2008 National Citizen Survey
- Community Intercept Interviews
- Staff input
- Review of site or project specific committee recommendations related to parks
- City Council public hearing and adoption

The general themes expressed by the public include:

- Trail development
- Expanding partnerships to leverage City funds
- Pursuing the acquisition of additional land in developing areas
- Improving public access to natural features including shoreline and critical areas

Using local standards adopted in the Parks, Recreation and Open Space Plan, the City will need 55.57 additional park-acres. Given the importance of public access to the City's waterfront and trail connections expressed by the public, levels of service have been developed for waterfront parks and trails. Funding will continue to be scarce, so taking advantage of grants, partnerships and local resources will be necessary. This plan outlines options and strategies to complete different projects and aspects of the plan. Project funding, prioritization and scope are reviewed each year as a part of the annual budget process and update of the capital facilities element of the Comprehensive Plan.

The 2010 Gig Harbor Park Recreation and Open Space Plan will help guide the city staff, park commission and city council in meeting identified gaps in services and park development in order to meet the need and support the quality of life for our citizens in the coming years.

VISION

Gig Harbor's Vision: To develop a quintessential system of parks, trails and open spaces that enhance the City's history, environmental features, and sense of place to encourage both active and passive forms of recreation popular on the peninsula.

GOALS AND POLICIES

OPEN SPACE PRESERVATION AND WILDLIFE RESOURCES

GOAL 11.1: DEVELOP A HIGH QUALITY, DIVERSIFIED PARK SYSTEM THAT PRESERVES AND ENHANCES SIGNIFICANT ENVIRONMENTAL RESOURCES AND FEATURES. INCORPORATE UNIQUE ECOLOGICAL FEATURES AND RESOURCES TO PROTECT THREATENED SPECIES, PRESERVE HABITAT, AND RETAIN MIGRATION CORRIDORS THAT ARE UNIQUE AND IMPORTANT TO LOCAL WILDLIFE.

11.1.1. Acquire and preserve especially sensitive or unique habitat sites that support threatened or endangered species and urban wildlife habitat.

11.1.2. Identify and conserve critical wildlife habitat including nesting sites, foraging areas, and migration corridors within or adjacent to natural areas, open spaces, and the developed urban areas.

IDENTIFY URBAN GROWTH PRESERVES

GOAL 11.2: COORDINATE WITH OTHER PUBLIC AND PRIVATE AGENCIES, AND WITH PRIVATE LANDOWNERS TO PRESERVE LAND AND RESOURCES NECESSARY TO PROVIDE HIGH QUALITY, CONVENIENT PARK AND RECREATIONAL FACILITIES BEFORE THE MOST SUITABLE SITES ARE LOST TO DEVELOPMENT.

11.2.1. Continue coordination with PenMet Parks and other agencies on meeting park, recreation, and open space needs through the City and urban growth area to assure that needs are met and services are not duplicated.

11.2.2. Identify lands needed to meet long-term demand for parks, recreation and open space in developing areas such as the wooded, undeveloped, and sensitive lands.

11.2.3. Prior to annexation of urban growth areas review park, recreation, and open space needs to determine potential impacts to adopted levels of service. Such impacts shall be considered when determining the impacts of a potential annexation.

DEVELOPING HEALTHY COMMUNITIES

GOAL 11.3: THROUGH THE CITY’S PERMIT PROCESS, REQUIRE, WHEN POSSIBLE, NEW DEVELOPMENT TO SUPPORT AND ENHANCE THE PEDESTRIAN ENVIRONMENT TO PROMOTE HEALTHY LIFESTYLES AND ACTIVE COMMERCIAL AREAS.

11.3.1. Require pedestrian friendly design features (including but not limited to placement of new buildings, on-site walkways, and pedestrian scale site features) on new developments to promote active healthy lifestyles within the community.

11.3.2. Require non-residential developments to provide common areas (such as town squares, plazas, or pocket parks) proportional to size of the development and the impact on existing park infrastructure to serve the recreational needs of employees and customers. Encourage these spaces to be used as the focus of commercial and civic buildings.

PARK DESIGN STANDARDS

GOAL 11.4: DESIGN AND DEVELOP FACILITIES THAT ARE ACCESSIBLE, SAFE, AND EASY TO MAINTAIN, WITH LIFE CYCLE FEATURES THAT ACCOUNT FOR LONG-TERM COSTS AND BENEFITS.

General

11.4.1. Create park plans for the potential development and re-development of City park properties.

11.4.2. Incorporate features and amenities into parks that fit the local context; contribute to environmental sustainability; and are accessible, safe, and easy to maintain for the long term.

11.4.3. Provide maps at the City’s larger parks, documenting park and trail opportunities in the vicinity of the park.

11.4.4. Develop and maintain parks consistent with local, state and federal environmental regulations.

Accessibility

11.4.5. Design park and recreation facilities to be accessible in accordance with the American Disabilities Act (ADA).

Maintenance

11.4.6. Design and develop facilities that are of low maintenance and high capacity design to reduce overall facility maintenance and operation requirements and costs.

11.4.7. Where appropriate, use low maintenance materials, settings or other value engineering considerations that reduce care and security requirements, and retain natural conditions and experiences.

Security and Safety

11.4.8. Implement design and development standards that will improve park facility safety and implement security features for park users, department personnel, and the public-at-large.

11.4.9. Continue to develop and implement safety standards, procedures, and programs that will provide proper training and awareness for department personnel.

11.4.10. Define and enforce rules and regulations concerning park activities and operations that will protect user groups, department personnel, and the general public-at-large.

11.4.11. Where appropriate, use adopt-a-park programs, neighborhood park watches, park police patrols, and other innovative programs that will increase safety and security awareness and visibility.

TRAIL AND CORRIDOR ACCESS SYSTEMS

GOAL 11.5: DEVELOP A HIGH QUALITY SYSTEM OF MULTIPURPOSE PARK TRAILS AND CORRIDORS THAT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS AND LOW IMPACT RECREATIONAL OPPORTUNITIES FOR RESIDENTS OF ALL AGES AND ABILITIES IN COORDINATION WITH THE CITY'S NON-MOTORIZED TRANSPORTATION PLAN.

Trail Systems

11.5.1. Create a comprehensive system of multipurpose off-road trails using the Cushman Trail as the backbone of the system. Trails should be developed to provide access to significant environmental features, public facilities, neighborhoods and businesses districts to promote physical activity and a health conscious community.

11.5.2. Leveraging the resources of WSDOT, private developers and other agencies, construct pedestrian facilities that cross SR-16 and other highways (ex: pedestrian overpass at BB16).

11.5.3. Trails should be connected to nearby sidewalk facilities wherever feasible to facilitate the use of the off-street trail systems for non-motorized transportation and recreation. Where sidewalks are an integrated component of a trail system, larger sidewalks may be needed.

11.5.4. Work with PenMet Parks, Pierce County, Tacoma, the Washington State Department of Transportation, and other appropriate jurisdictions to link and extend Gig Harbor trails to other regional trail facilities.

11.5.5. Extend trails through natural area corridors like the Crescent and Donkey (North) Creek corridors, and Wollochet Drive wetlands within the City that will provide a high quality, diverse sampling of area environmental resources, in balance with habitat protection.

Trail Development and Amenities

11.5.6. Develop trails consistent with the park development goals and policies where applicable.

11.5.7. Furnish trail systems with appropriate supporting trailhead improvements that may include interpretive and directory signage systems, rest stops, drinking fountains, restrooms, parking and loading areas, water and other services.

11.5.8. Where appropriate, locate trailheads at or in conjunction with park sites, schools, and other community facilities to increase local area access to the trail system and reduce duplication of supporting improvements.

11.5.9. Develop trail improvements of a design that is easy to maintain and access by maintenance, security, and other appropriate personnel, equipment, and vehicles.

11.5.10. Develop trail accessibility standards to provide for accessible trails where possible and support a diversity of non-motorized uses. Such standards should not prohibit construction of trails where grade or corridor width will not allow full accessibility or trail widths for all uses.

11.5.11. Develop and implement a system of signs to mark trails and non-motorized routes that coordinates with the City's streetscape and furniture standards. Such signage should be developed in accordance with the City's adopted way finding plan.

RECREATIONAL FACILITIES

GOAL 11.6: DEVELOP A QUALITY, DIVERSIFIED RECREATION SYSTEM THAT PROVIDES FOR ALL AGE AND INTEREST GROUPS.

Waterfront Access and Facilities

11.6.1. Cooperate with Pierce County, PenMet Parks, the Washington State Department of Fish & Wildlife, and other public and private agencies to acquire and preserve additional shoreline access for waterfront fishing, wading, swimming, viewing and other related

recreational activities and pursuits, recognizing the rights of property owners in the vicinity of such sites.

11.6.2. Develop and/or encourage a mixture of watercraft access opportunities including canoe, kayak, sailboard, and other non-power boating activities, especially on Gig Harbor Bay and along the Puget Sound shoreline.

Athletic Facilities

11.6.3. Concentrate on field and court activities like soccer, football, baseball, basketball, tennis, pickleball and volleyball that provide for the largest number of participants.

11.6.4. Encourage, leverage the development, or develop, where appropriate, a select number of facilities that provide a quality playing environment, possibly in conjunction with PenMet Parks, Pierce County, Peninsula School District, and other public or private agencies. Such facilities should be developed to meet the requirements for all age groups, skill levels, and recreational interests where possible.

Indoor Facilities

11.6.5. Facilitate the continued development by the Peninsula School District and other organizations, of special meeting, assembly, eating, health, cultural, and other community facilities that provide general support to school age populations and the community-at-large at elementary, middle, and high schools within the City, urban growth area and the greater peninsula.

SPECIAL PURPOSE FACILITIES

GOAL 11.7: ENCOURAGE THE DEVELOPMENT OF QUALITY FACILITIES THAT MEET THE INTERESTS OF ALL SEGMENTS OF THE COMMUNITY.

11.7.1. Where appropriate and economically feasible (self-supporting), encourage other organizations to develop and operate specialized and special interest recreational or cultural facilities like theater, golf and water parks for these interests in the general population.

11.7.2. Where appropriate, facilitate and encourage joint planning and operating programs with other public and private agencies to determine need and provide for special activities like golf, performing arts, water parks, and camping on an area wide basis.

RECREATIONAL PROGRAMS

GOAL 11.8: COORDINATE WITH AND ENCOURAGE THE EFFORTS OF OTHER AGENCIES AND NON-PROFIT RECREATIONAL PROVIDERS TO ASSURE THAT THE RECREATIONAL NEEDS OF THE GIG HARBOR RESIDENTS ARE MET.

11.8.1. Facilitate and encourage other organizations to provide arts and crafts, classroom instruction in music and dance, physical conditioning and health care, meeting facilities, daycare, latch key, and other program activities for all cultural, age, physical and mental capability, and income groups in the community.

11.8.2. Endorse the efforts of local non-profit organizations to provide soccer, baseball, softball, basketball, volleyball, tennis, pickleball, and other instruction and participatory programs for all age, skill level, and income groups in the community.

11.8.3. Assist historical and cultural societies to develop and display artifacts, reports, and exhibits; and conduct lectures, classes, and other programs that document and develop awareness of Gig Harbor's heritage.

HISTORIC RESOURCES

GOAL 11.9: DEVELOP A HIGH QUALITY, DIVERSIFIED PARK SYSTEM THAT PRESERVES SIGNIFICANT HISTORIC OPPORTUNITY AREAS AND FEATURES.

11.9.1. Identify, preserve, and enhance Gig Harbor's multicultural heritage, human history of the City and its neighborhoods, traditions, and cultural features including historic sites, buildings, artworks, objects, views, and monuments.

11.9.2 Identify and incorporate significant historic and cultural lands, sites, artifacts, and facilities into the park system to preserve these interests and to provide a balanced social experience.

11.9.3 Register City owned parks, structures and open space properties that are eligible for the Gig Harbor Register of Historic Places and utilize the City's Certified Local Government (CLG) board to determine appropriate preservation methods and traditional uses.

11.9.4. Encourage the Harbor History Museum, Gig Harbor BoatShop, Gig Harbor Fishermen's Civic Club and others to make cultural programs and activities more accessible to the public.

11.9.5. Encourage the owners of historic sites and structures to provide increased public access.

11.9.6. Consider adopting incentives and adaptive re-use provisions for properties listed on the City's Historic Register to encourage retention of such structures.

CULTURAL ARTS PROGRAMS AND RESOURCES

The purpose of this section is to delineate the importance of The Arts – visual art, music, theater, dance, poetry and prose, film and other creative endeavors – as they relate to the quality of life in Gig Harbor.

The Gig Harbor Arts Commission plays a vital role in our town’s culture by supporting and promoting the arts and arts organizations. The Commission oversees the acquisition and placement of public art, fosters arts and cultural programs for the enrichment of citizens and visitors, encourages an environment for the success of working artists and strengthens new and existing arts organizations. The Arts Commission supports the following statements:

- The arts provide tools for accomplishing larger community goals such as economic vitality, quality education and community planning and design.
- Arts and culture are essential to the continuing growth and development of our community’s economy, education and quality of life. Support of the arts is an investment in making our community a better place to live.
- The arts help strengthen our cultural fabric and enrich the lives and spirits of our citizens.
- Arts and cultural programs are a powerful economic development tool in their ability to enhance Gig Harbor’s image and thereby entice new businesses to locate here.
- The arts can be a source of civic pride and Gig Harbor is a place where citizens and visitors alike can be engaged and inspired.

GOAL 11.10: CELEBRATE THE CREATIVE SPIRIT OF OUR COMMUNITY AND ENCOURAGE FINE AND PERFORMING ARTS PARTNERSHIPS AND PROGRAMS THAT REFLECT THE COMMUNITY'S VISION AND CULTURE.

11.10.1. Identify public visual, written and performing art opportunities that highlight the cultural and historical connections within our community through local history, environmental systems, cultural traditions, and visual symbols.

11.10.2. Enhance the reputation of Gig Harbor as a livable and creative community by encouraging artists of all types to display and perform their work and supporting opportunities for creative expression.

11.10.3~~11.10.2.~~ Use public art to create visible landmarks and artistic points of reference to reinforce Gig Harbor’s identity, unique culture and character.

11.10.34. Acquire works of art through a variety of methods including commissioned works, temporary works, direct purchases, and community projects.

11.10.45. In cooperation with area artists and cultural organizations, utilize the city’s website as a clearinghouse for arts information and resource sharing.

11.10.6. Encourage the development of spaces where visual and performing arts can be enjoyed by all. This includes visual and performing arts centers, street fairs, and market places that include performance and display spaces. (Resolution No. 861.)

11.10.7. Encourage and support work by local artists and support visual, written and performing arts programs and partnerships that reflect our community's vision and culture.

FINANCIAL RESOURCES AND COORDINATION

GOAL 11.11: CREATE EFFECTIVE AND EFFICIENT METHODS OF ACQUIRING, DEVELOPING, OPERATING AND MAINTAINING FACILITIES AND PROGRAMS THAT ACCURATELY DISTRIBUTE COSTS AND BENEFITS TO THE GENERAL PUBLIC AND PRIVATE DEVELOPMENT.

Finance

11.11.1. Investigate available methods for the financing of facility development, maintenance, and operation in order to reduce costs, retain financial flexibility, match user benefits and interests, and increase facility services.

11.11.2. Consider joint ventures with other public and private agencies such as PenMet Parks, Pierce County, Peninsula School District, regional, state, federal, and other public and private agencies including for-profit concessionaires, where feasible and desirable.

Public and Private Resource Coordination

11.11.3. Engage in joint planning and development efforts with PenMet Parks, Pierce County, Peninsula School District, and other public and private agencies to avoid duplication; improve facility quality and availability; reduce costs; and represent resident area interests.

Cost/Benefit Assessment

11.11.4. Define existing and proposed land and facility levels-of-service (ELOS/PLOS) that differentiate requirements due to: population growth impacts versus improved facility standards; neighborhood versus community nexus of benefit; city versus the combination of city, county, school, and other provider agency efforts; in order to effectively plan and program park and recreation needs within the existing city and urban growth area boundaries.

11.11.5. Create effective and efficient methods of acquiring, developing, operating, and maintaining park and recreational facilities in manners that accurately distribute costs and benefits to public and private user interests - including the application of growth impact fees where new developments impact existing level-of-service (ELOS) standards.

HUMAN RESOURCES

GOAL 11.12: DEVELOP, TRAIN, AND SUPPORT A PROFESSIONAL PARKS STAFF THAT EFFECTIVELY SERVES THE COMMUNITY IN THE REALIZATION OF THE ABOVE LISTED GOALS AND POLICIES.

11.12.1. Continue to train a diverse, well-trained work force that is motivated to achieve department and citywide goals.

11.12.2. Encourage teamwork through communications, creativity, positive image, risk taking, sharing of resources, and cooperation toward common goals.

11.12.3. Where appropriate, provide staff with education, training, and modern equipment and supplies to increase personal productivity, efficiency, and pride.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT WITH WALTER SMITH AND NORMA SMITH, RELATED TO AN APPROVED COMPREHENSIVE PLAN LAND USE MAP AMENDMENT (PL-COMP-15-0001) FROM EMPLOYMENT CENTER (EC), COMMERCIAL/BUSINESS (C/B), AND RESIDENTIAL LOW (RL) TO RESIDENTIAL HIGH TRANSITION (RHT); APPLYING TO 16.71 ACRES OF PROPERTY, GENERALLY LOCATED ALONG BURNHAM DRIVE AND 112TH STREET NW IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON.

WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the City of Gig Harbor has adopted development regulations for development agreements in Chapter 19.08 of the Gig Harbor Municipal Code; and

WHEREAS, the City requires processing of development agreements related to legislative actions under GHMC 18.08.040(A) such as a comprehensive plan amendment, to have a recommendation from the Planning Commission; and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property totaling 16.71 acres generally located on the 6300 block of 112th Street NW in the City of Gig Harbor, Pierce County, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, on July 21, 2016, the Planning Commission held a public hearing on the Development Agreement; and

WHEREAS, on August 18, September 1, and September 15, 2016 the Planning Commission considered amendments and additions to the Development Agreement and added additional criteria in order to meet GHMC 19.09.170 relating to the associated Comprehensive Plan Land Use Map Amendment; and

WHEREAS, on September 15, 2016 the Planning Commission recommended approval to the Council; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) on August 25, 2016 for the Comprehensive Plan Amendment Package and associated Development Agreement; and

WHEREAS, on October 24, 2016, the City Council held a public hearing on the Development Agreement; and

WHEREAS, on November __, 2016 the City Council considered the resolution for the Development Agreement during a regular public meeting; and

WHEREAS, on November __, 2016 after considering the application, the staff report and all public testimony presented, City Council approved the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with Walter H. Smith and Norma K. Smith.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190, on or immediately following the effective of the Development Agreement.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___ day of November, 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:
RESOLUTION NO.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF GIG HARBOR, WALTER H. SMITH, AND NORMA K. SMITH
FOR THE SMITH COMPREHENSIVE PLAN LAND USE MAP AMENDMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, _____, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City"; and WALTER H. SMITH and NORMA K. SMITH, as tenants-in-common, each as to a 50% interest, referred to collectively as the "Developer."

RECITALS

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the Developer has made application, known as the Smith Comprehensive Plan Land Use Map Amendment to change the land use designation of the subject property from Employment Center (EC), Commercial/Business (C/B), and Residential Low (RL) to Residential High Transition (RHT) for the property located at the 6300 block of 112th Street (Parcel Numbers 01-22-25-3072, 01-22-25-3074, and 01-22-25-4092), legally described on Exhibit A and shown on Exhibit B (the "Property"), both of which exhibits are attached hereto and incorporated herein; and

WHEREAS, after holding a public hearing on the Application on July 1, 2016, and further consideration on September 15, 2016, the Planning Commission recommended approval of the Application subject to a development agreement of 20 years limiting any future rezone proposal of the Property to the Residential High (R-3) zoning district, providing for buffering, limiting the Project to no more than 100 dwelling units, limiting the future PM Peak Traffic Trip Count to 102, requiring the landowner to attend a pre-application meeting with the Design Review Board prior to submission of a future development project, and limiting the Parcel No. 01-22-25-3072 to one access point along 112th Street; and

WHEREAS, on _____, the City Council adopted the recommendation of the Planning Commission, approving the Application, subject to approval of this Development Agreement; and

WHEREAS, on _____, the City held a public hearing on this Development Agreement;

NOW, THEREFORE, in consideration of the City changing the land use designation of the Property from EC, C/B, and RL to RHT, the parties agree and the Owner further covenants for itself, its heirs, successors and assigns, as follows:

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 16.71 acres in the City of Gig Harbor. The Comprehensive Plan Amendment will amend the land use designation from Employment Center, Commercial/Business, and Residential Low to Residential High Transition.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit “A”, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- a) “Adopting Resolution” means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.
- b) “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.
- d) “Council” means the duly elected legislative body governing the City of Gig Harbor.
- e) “Design Guidelines” means the Gig Harbor Design Manual, as adopted by the City.
- f) “Director” means the City’s Community Development Director or Director of Planning.
- g) “Effective Date” means the effective date of the Ordinance approving the the Sunrise Enterprise Land Use Map Amendment, PL-COMP-15-0001.
- h) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works

Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

i) “Landowner” is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is identified in Section 5 of this Agreement.

j) “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal Description of the Property
- b) Exhibit B – Land Use Map
- c) Exhibit C – Site Plan

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The “Developer” or Owner consists of two private individuals which own the Subject Property together in fee, and whose principal mailing address is PO Box 1272, Gig Harbor, WA 98335.

c) The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force for a period of twenty (20) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented to by the Developer. However, the Developer acknowledges that this Agreement only describes the conditions imposed on the Developer's comprehensive plan amendment for the Property. This Agreement does not provide any vested right or approval of any rezone or project permit application for the Property, whether or not such rezone or application is described in or contemplated by this Agreement.

Section 9. *Development Standards and Covenants regarding Rezone Limitations.*

A. **Limitations on Rezone.** Within five years of the effective date of the approval of the Comprehensive Plan Amendment, the Developer may submit application to the City for rezone of the project site to R-3. Nothing in this Agreement is intended to guarantee approval of a future rezone, and the City retains its authority to approve or deny any such application for rezone based on criteria in existence at the time of consideration. Along with the rezone application, the Developer may also submit project permit applications for development of the Property to the City. These project permit applications shall be consistent with the City's code in effect at that time, and also include the provisions set forth below.

B. **Dwelling Units.** No more than 100 total dwelling units may be constructed on the Property, with no single family detached housing.

C. **Buffering.** Developer shall maintain buffers as shown on Exhibit C.

D. **Access.** Parcel No. 01-22-25-3072 will be limited to a single access point onto 112th Street as shown on Exhibit C.

E. **Traffic.** Total development on the Property shall not exceed 102 PM Peak Hour Trips.

F. **Design Review Board.** Prior to submission of a development project permit application, the Landowner shall attend a pre-application meeting with the City's Design Review Board at no cost to the Landowner.

Section 10. Minor Modifications. Minor modifications from the approved exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Existing Land Use Fees and Impact Fees.

A. Land Use Fees. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. Impact Fees. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

Section 13. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

Section 14. Termination.

A. This Agreement shall terminate upon the first to occur: (i) the expiration of the term identified in Section 7, or (ii) upon the City's redesignation of the Property by way of amendment to the Comprehensive Plan Land Use Map as set forth in subsection 17(B) below. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

B. If the Developer does not submit an application for rezone of the Property within five years from the effective date of this Agreement, then: (i) all provisions of this Agreement relating to the development contemplated herein shall terminate, except the limitation and prohibition on rezones set forth in Section 9 shall remain in full force and effect for the term of this Agreement identified in Section 7; and (ii) the City may amend the Comprehensive Land Use Map designation of the Property to Residential Low (RL) or other designation(s) in its discretion.

Section 15. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 16. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 17. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 19. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property after termination or expiration of this Agreement.

Section 20. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 21. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 22. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by the City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 23. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 24. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a

Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 25. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 26. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

Section 27. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Developer, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

CITY OF GIG HARBOR


WALTER H. SMITH

By _____
Mayor


NORMA K. SMITH

ATTEST:

City Clerk

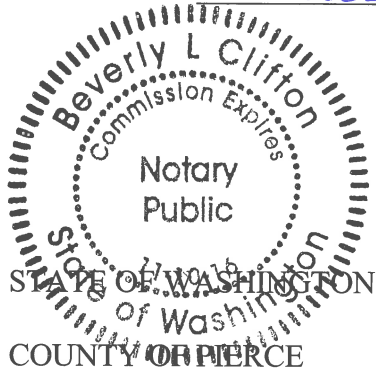
APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Walter H. Smith 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 and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 18, 2016

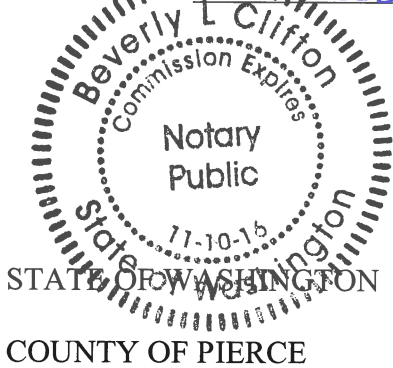


Beverly L. Clifton
Printed: Beverly L. Clifton
NOTARY PUBLIC in and for Washington
Residing at: Allyn, WA
My appointment expires: 11-10-2016

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: October 18, 2016



Beverly L. Clifton
Printed: Beverly L. Clifton
NOTARY PUBLIC in and for Washington
Residing at: Allyn, WA
My appointment expires: 11-10-2016

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 she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____

NOTARY PUBLIC in and for Washington

Residing at: _____

My appointment expires: _____

Exhibit A - Legal Description

RECEIVED BY

MAY 18 2016

CITY OF GIG HARBOR

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 EAST, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON LYING NORTHERLY OF 112TH STREET NW AND LYING NORTHERLY, EASTERLY, AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 88°14'09" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 493.13 FEET TO THE SOUTHEAST CORNER OF PLAT ALTERATION OF HORIZON WEST AS SHOWN ON THE PLAT THEREOF RECORDED UNDER AFN 200602085007;
THENCE NORTH 02°16'29" EAST 150.82 FEET;
THENCE SOUTH 86°50'41" EAST 11.32 FEET;
THENCE NORTH 02°16'29" EAST 55.50 FEET;
THENCE SOUTH 86°50'41" EAST 48.54 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 54°16'31" WEST 62.70 FEET;
THENCE NORTH 88°39'04" WEST 159.07 FEET;
THENCE NORTH 02°26'35" EAST 16.26 FEET;
THENCE NORTH 88°14'09" WEST 93.21 FEET;
THENCE NORTH 02°16'41" EAST 10.00 FEET TO AN ANGLE POINT IN TRACT C OF THE AFOREMENTIONED PLAT ALTERATION OF HORIZON WEST;

THENCE ALONG THE BOUNDARY OF SAID PLAT THE FOLLOWING COURSES:

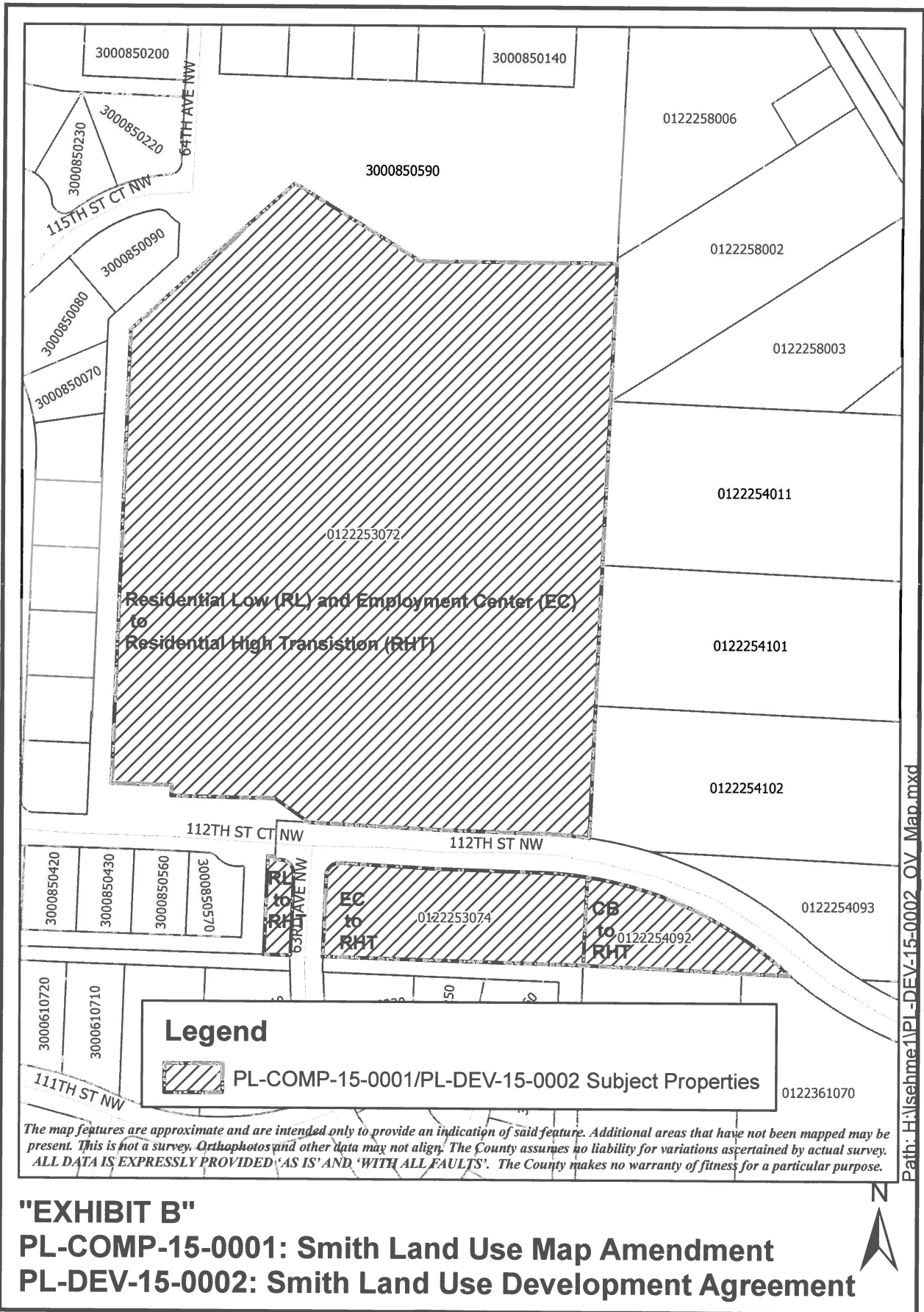
NORTH 02°16'41" EAST 686.83 FEET;
NORTH 48°02'05" EAST 336.42 FEET;
SOUTH 58°38'37" EAST 227.14 FEET;
SOUTH 89°33'05" EAST 302.68 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25 AND THE TERMINUS OF THIS LINE DESCRIPTION.

TOGETHER WITH:

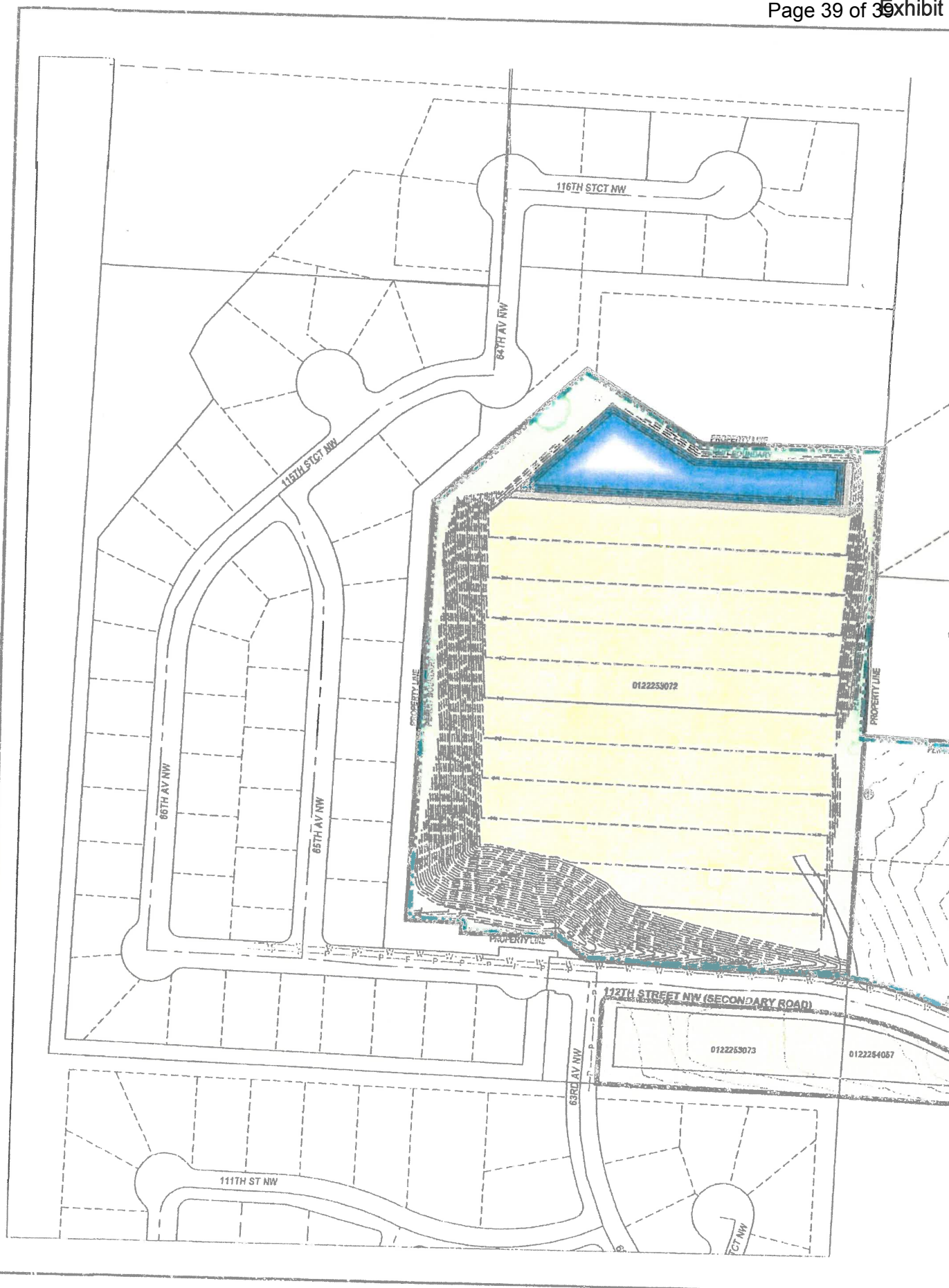
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON LYING SOUTHERLY OF 112TH STREET WEST NW AND EASTERLY OF 63RD AVENUE N.W.

TOGETHER WITH:

THAT PORTION OF THE SOUTH 165 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN LYING SOUTHERLY AND WESTERLY OF 112TH STREET N.W., PIERCE COUNTY, WASHINGTON.



"EXHIBIT B"
PL-COMP-15-0001: Smith Land Use Map Amendment
PL-DEV-15-0002: Smith Land Use Development Agreement



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Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and 1st reading of Ordinance – Stormwater LID Integration and Landscaping Amendments

Proposed Council Action: Hold a public hearing and first reading on the draft ordinance.

Dept. Origin: PW and Planning

Prepared by: Lindsey Sehmel, AICP LNS

For Agenda of: October 24, 2016

Exhibit: Draft Ordinance No. _____

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: Forw 10/20/16

Approved as to form by City Atty: Via email 10/17

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 10/20/16
[Signature] 10/18/16

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

The City is required under the National Pollutant Discharge Elimination System (NPDES) to update the municipal code and standards to establish low-impact development (LID) of Stormwater systems as the preferred method of site development. This requirement must be met and in effect by December 31, 2016. City staff has met with City Council committees (Public Works and Planning and Building) and briefed the council in full on October 10th, 2016 of the draft amendments. To summarize, the City needs to amend definitions relating to site coverage and permeable and impervious surfaces, change terms in sections of the GHMC to align with the new definitions, adopt a new Stormwater surface management manual, and require a soil suitability analysis with site development projects to identify the feasibility related to LID best management practices (BMPs) for infiltration on site. Furthermore, the City has opted to include perimeter and tree retention amendments in alignment with the required Stormwater amendments to allow for more flexibility in site design and provide improved tree retention.

A full copy of Exhibit A of the Draft Ordinance is located in the City Council Office for your review. Due to the size of the document, staff has also provided a digital copy on the City's website here: <http://www.cityofgigharbor.net/stormwater-low-impact-development-updates/> And it is hosted here on Box.com: <https://cityofgigharbor.box.com/v/2016StormwaterManual>

BOARD OR COMMITTEE RECOMMENDATION

Both the Public Works and Planning and Building Committees were briefed on the package of amendments, the project timeline, and the process to move forward to the full council for adoption by the required deadline.

RECOMMENDATION/MOTION

Hold a public hearing and first reading on the draft ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORMWATER, DEVELOPMENT REGULATIONS AND ZONING; ADOPTING A NEW TECHNICAL STORMWATER MANUAL; AMENDING CHAPTERS 17.31, 17.32, 17.36 AND 17.40 RELATING TO MAXIMUM COVERAGE PERCENTAGES; AMENDING THE LANDSCAPING AND SCREENING CHAPTER TO PROVIDE GREATER FLEXIBILITY AND OPTIONS FOR THE LOCATION OF, PREFERRED PLANTINGS FOR, IRRIGATION OF, AND ENCROACHMENT INTO REQUIRED PERIMETER LANDSCAPING AREAS; AMENDING THE DEFINITION OF SIGNIFICANT VEGETATION TO REMOVE SHORT-LIVED, WEED-LIKE TREE SPECIES; INCREASING THE RETENTION PERCENTAGE OF SIGNIFICANT TREES FROM 20 PERCENT TO 25 PERCENT FOR NON-RESIDENTIAL, MULTIFAMILY AND RESIDENTIAL SUBDIVISIONS; INCREASING THE RATIO OF TREE REPLACEMENT DUE TO ILLEGAL TREE REMOVAL; INCREASING THE AREA WITHIN A DRIP LINE TO INCLUDE MORE CRITICAL ROOT ZONE; RENUMBERING SECTIONS 17.04.407, 17.04.408, 17.04.544, AND 17.04.657; RENAMING TITLE 17.78; REPEALING SECTION 17.78.050 AND THE CERTIFIED ARBORIST DEFINITION IN 17.99.590; ADDING SECTIONS 17.04.065, 17.04.105, 17.04.408, 17.04.543, 17.04.544, 17.04.659, 17.04.675, 17.04.727, 17.78.050, AND 17.78.092; AMENDING SECTIONS 14.20.030, 14.20.130, 14.30.020, 16.05.001, 16.10.050, 16.10.060, 16.11.003, 16.11.004, 17.04.230, 17.04.269, 17.04.420, 17.04.675, 17.16.060, 17.17.040, 17.20.040, 17.21.040, 17.24.050, 17.28.050, 17.30.010, 17.30.060, 17.31.070, 17.32.033, 17.36.070, 17.40.090, 17.46.040, 17.48.040, 17.48.090, 17.50.040, 17.72.020, 17.78.010, 17.78.020, 17.78.030, 17.78.045, 17.78.060, 17.78.070, 17.78.080, 17.78.090, 17.78.120, 17.89.040, 17.89.060, 17.90.040, 17.90.060, 17.91.040, 17.94.050, 17.96.030, 17.96.050, 17.98.040, 17.99.020, 17.99.160, 17.99.220, 17.99.240, 17.99.280, 17.99.300, 17.99.390, 17.99.590, AND 18.08.206 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor (the "City") is regulated under the Washington State Department of Ecology's Western Washington Phase II Municipal Stormwater Permit (the "Permit"); and

WHEREAS, in accordance with schedules mandating periodic approval Phase II Municipal Separate Storm Sewer System (MS4) General Permits, a new NPDES Permit for City was issued on August 1, 2012, with an effective date of August 1, 2013, and subsequently modified on January 16, 2014, by Ecology; and

WHEREAS, a requirement of the Permit is that the City adopt a technical manual which has been determined by Ecology to be equivalent to the Ecology "2012 Stormwater Management Manual for Western Washington" for controlling the quantity and quality of stormwater runoff; and

WHEREAS, the City recognizes that stormwater is an important part of the hydrologic cycle and directly impacts streams, wetlands, ponds, creeks, groundwater and Puget Sound; and

WHEREAS, the City will adopt code policies and procedures as needed to integrate Stormwater Low Impact Development (LID) techniques into the City's municipal code, development regulations and standards to be in accord with the new Stormwater Management and Site Development Manual as mandated by the Permit requirements, to become effective December 31, 2016; and

WHEREAS, the Permit broadly applies to City activities that include permitting of development, maintenance and operations of City facilities, inspections and enforcement of regulations, and other activities conducted in the City's MS4; and

WHEREAS, the intent of the code revisions and new stormwater manual is to make LID the preferred and commonly used approach to site development with emphasis to minimize impervious surfaces, native vegetation loss, and stormwater runoff in a way that harmonizes with the City's Comprehensive Plan and vision for the City; and

WHEREAS, amendments to the landscaping and zoning code will allow for greater flexibility in site design with the intent of supporting LID best management practices; and

WHEREAS, landscaping and buffering is intended to separate and/or screen structures and uses in land use design; and

WHEREAS, in a suburban or urban environment vegetative buffering and screening is rarely dense enough or effective at screening structures in the short term due to disease, windfall and/or property owners' actions; and

WHEREAS, builders, developers, site designers and civil engineers require greater flexibility and options in site design and allocation of retained vegetation in order to respect natural topography, maintain soil balance, and minimize large or extensive retaining walls; and

WHEREAS, the City Council desires to avoid the creation of long straight and/or thin bands of trees and understory which are either unnatural looking or unhealthy; and

WHEREAS, the amendments allow certain aspects of site development to weave into the vegetative setting and encourage the preservation and clustering of mature stands of existing trees and vegetation, and allow LID techniques in landscape areas where feasible; and

WHEREAS, amending regulations to Gig Harbor Municipal Code 17.78 for trees, vegetation and landscaping requirements is desired to protect the health, safety, and welfare of citizens of the City; and

WHEREAS, the amendments provide additional aesthetic values allowing greater flexibility and options in site design and allocation of retained vegetation in order to respect the natural topography, existing natural environment and natural stormwater filtration; and

WHEREAS, these amendments provide environmental benefits, creating natural meanders and vegetation islands allowing for greater water infiltration points, improving noise reduction and clean air, as well as increased habitat and biodiversity; and

WHEREAS, preservation of native coniferous trees while allowing removal of faster growing deciduous species will yield to the greater retention of tree species valued by the Gig Harbor community; and

WHEREAS, increasing the replacement requirements for trees identified to be retained will create greater enhancement of areas meant for retention that were disturbed during or after construction; and

WHEREAS, the Planning Commission considered the draft amendments relating to the trees, landscaping and screening amendments from November 2013 through June 2014; and

WHEREAS, the Planning Commission held a public hearing on March 6, 2014 regarding the proposed amendments relating to the trees, landscaping and screening amendments; and

WHEREAS, in April and May of 2014 the Planning Commission made amendments to the proposed language in response to feedback from the public hearing relating to the trees, landscaping and screening amendments; and

WHEREAS, on June 26, 2014 the Chair of the Planning Commission signed the Notice of Recommendation to City Council; and

WHEREAS, the Gig Harbor City Council held a public hearing on September 22, 2014, to take public testimony relating to this ordinance; and

WHEREAS, on October 6, 2014 a joint work-study session between the City Council and Planning Commission was held. Staff was directed to conduct further review; and

WHEREAS, in the 2015-2016 Gig Harbor Budget provided funding for Low Impact Development (LID) Code GAP Analysis in accordance with the National Pollutant Discharge Elimination System (NPDES) permit requirements to meet conduct a "GAP" analysis and code revisions of GHMC and stormwater technical manual; and

WHEREAS; on August 11, 2015 the City of Gig Harbor entered into in agreement with AHBL Inc. to provide LID integration into City code analysis and recommendations that include revisions to the stormwater technical manual; and

WHEREAS, in 2016 the Planning Department consulted with an ISA certified arborist on staff about the Planning Commission's recommendation. The City's arborist general felt that the proposal was appropriate but further amendments were needed to meet current industry standards, including amending the definitions of drip line and arborist; and

WHEREAS, on March 14, 2016 the Public Works Committee was briefed on the schedule and proposed amendments; and

WHEREAS, on March 15, 2016 the Planning and Building Committee was briefed on the schedule and proposed amendments; and

WHEREAS, on September 1, 2016 the City issued a Determination of Non-significance under the Washington State Environmental Protection Act relating to the full breadth of amendments included herein; and

WHEREAS, on September 12, 2016 the Public Works Committee was presented with and discussed the full package of amendments; and

WHEREAS, on October 10, 2016 a public open house was conducted; and

WHEREAS, on October 10, 2016 the City Council held a work study session on the amendments; and

WHEREAS, on October 24, 2016 the City Council held a public hearing on the amendments; and

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

Section 1. Section 14.20.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

14.20.030 Definitions.

* * *

“Best management practice” or “BMP” shall mean the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or ~~managerial~~ management practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington. BMPs are listed and described in the Gig Harbor Stormwater Management and Site Development Manual, most recent version.

* * *

“Land disturbing activity” shall mean any activity that results in a movement of earth or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include but are not limited to clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

* * *

“Redevelopment” shall mean, where a site that is already substantially developed (i.e., has 35 percent or more of existing ~~impervious~~ impermeable surface coverage), the creation or addition of ~~impervious~~ impermeable surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of ~~impervious~~ impermeable surface that is not part of a routine maintenance activity; and land disturbing activities.

* * *

Section 2. Subsection 14.20.130(E) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

14.20.130 Agreements, easements, tracts, and covenants.

* * *

E. All runoff from ~~impervious~~ impermeable surfaces, roof drains, and yard drains shall be directed so as not to adversely affect adjacent properties. Wording to this effect shall appear on the face of all binding site plans, short plats, boundary line adjustments, and final plats/PRDs, and shall be contained in any covenants required for a development.

Section 3. Section 14.30.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

14.30.020 Definitions.

“Best management practices” or “BMPs” means the schedule of activities, prohibition of practices, maintenance procedures, and physical, structural, and/or managerial management practices approved by Ecology that, when used singly or in combination, prevent and/or reduce the release of pollutantspollution and other adverse impacts to waters of Washington state of water. BMPs are listed and described in the ~~Stormwater Management Manual for Western Washington~~ and the Gig Harbor Stormwater Management and Site Development Manual, most recent version.

* * *

Section 4. Section 16.05.001 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.05.001 Requirements for a complete application.

In addition to the requirements for a complete application as set forth in GHMC 19.02.002, an applicant for a preliminary plat shall submit the following:

A. A map or sketch using a scale of 100 feet to one inch or larger, showing:

1. Topographical and other data depicting:

- a. Boundary lines including bearing and distance;
- b. Easements, including location, width and purpose;
- c. Streets on and adjacent to the tract, including name and right-of-way width and location; type, width and elevation of surfacing, walks, curbs, gutters, culverts, etc.;
- d. Ground elevations on the tract, based on a datum plane approved by the city engineer; for land that slopes less than approximately two percent, show spot elevations at all breaks in grade, along all drainage channels or swales, and all selected points not more than 100 feet apart in all directions; for land that slopes more than approximately two percent, either show contours with an interval of not more than five feet if ground slope is regular and such information is sufficient for planning purposes, or show contours with an interval of not more than two feet if necessary because of irregular land or need for more detailed data for preparing plans and construction drawings;
- e. Other conditions on adjacent land, including approximate direction and gradient of ground slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers, and other nonresidential land uses or platted land within 300 feet of the subject property. Refer to subdivision plat by name,

- recording date, volume and page number, and show lot size, and dwelling units;
2. Utilities on and adjacent to the tract, including location, size and invert elevation of sanitary, storm and combined sewers; location and size of water mains; location of gas lines, fire hydrants, electric and telephone poles, and street lights. If water mains and sewers are not on or adjacent to the tract, indicate the direction and distance to, and size of nearest ones, showing invert elevation of sewers;
 3. Location of soil borings or test pits, as required:
 43. Other conditions on the tract including critical areas and/or their buffers, watercourses, marshes, rock outcrop;
 54. Zoning district designations, on and adjacent to the tract;
 65. Proposed public improvements, including highways or other major improvements planned by public authorities for future construction on or near the tract;
 76. Vicinity showing location of the tract;
 87. Sites, if any, to be reserved or dedicated for parks, playgrounds, or other public uses;
 98. Sites, if any, for multifamily dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single-family dwellings;
 109. Minimum building setback lines;
 110. Site data, including number of residential lots, typical lot size, and acres in parks, etc.;
 124. Plat name, scale, north arrow and date;
 132. Typical cross-sections of the proposed grading, roadway and sidewalk;
 143. Proposed sanitary, storm water and water systems plan with points of connection, grades and sizes indicated;
- B. Title and certificates, including a legal description according to official records in the office of the county auditor; pertinent survey data compiled as a result of a survey made by or under the supervision of a land surveyor registered in the state and engaged in land surveying which contains notation stating acreage, scale, north arrow, datum, bench marks, certification of registered civil engineer or surveyor, date of survey;
- C. Draft of proposed covenants, if any; and
- D. Public Works Checklist. All applicable items listed on the public works land use application intake checklist.

Section 5. Subsection 16.10.050(B)(9) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.10.050 Siting criteria.

* * *

B. Mobile/manufactured home subdivision:

* * *

9. Maximum ~~impervious~~-hard/impermeable surface coverage: dependent upon zoning district standard;

* * *

Section 6. Subsection 16.10.060(H) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.10.060 Development standards.

* * *

H. Accessory Buildings. Accessory buildings within a mobile/manufactured home park or subdivision are permitted; provided, that the maximum site hard/impermeable surface coverage does not exceed 30 percent of the site's open space.

* * *

Section 7. Subsection 16.11.003(B)(6) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.11.003 Complete binding site plan application.

* * *

B. All of the site plan elements as listed in GHMC 17.96.050, as long as the following elements are also included:

* * *

6. The following zoning code data: zoning district; total lot area (square feet); total building area (square feet); percent of site hard/impermeable surface coverage; number of units proposed; total number of parking stalls (including handicapped); total parking and maneuvering area (square feet); required landscaping (square feet); percent of lot in open space; type of construction; sprinklered-nonsprinklered; occupancy classification;

* * *

Section 8. Subsection 16.11.004(B)(8) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.11.004 Criteria for approval of binding site plan.

* * *

B. Approval of Binding Site Plans in Residential Single-Family (R-1) Zones. In addition to all other criteria for approval, a binding site plan may only be approved in an R-1 zone if all of the following additional criteria are satisfied:

* * *

8. The maximum ~~impervious~~ hard surface lot coverage is 40 percent;

* * *

Section 9. A new section 17.04.065 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.065. Arborist, qualified.

“Qualified arborist” means an International Society of Arboriculture Certified Arborist with a current Tree Risk Assessment Qualification, or similar equivalent certification and qualification.

Section 10. A new section 17.04.105 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.105 Best management practices (BMPs).

“Best management practices” or “BMPs” means the schedule of activities, prohibition of practices, maintenance procedures, and structural, and/or management practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington state. BMPs are listed and described in the Gig Harbor Stormwater Management and Site Development Manual, most recent version.

Section 11. Section 17.04.230 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.230 Coverage.

“Coverage” is that percentage of the area of a lot or site that is built on or occupied by buildings, parking areas and other hard/impermeable surfaces.

Section 12. Section 17.04.269 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.269 Dense vegetative screen.

A “dense vegetative screen” consists of a physical buffer which is opaque to a height of six feet and broken to a height of 20 feet. Screening may be achieved through any one or a combination of the following methods:

A. A solid row of evergreen trees or shrubs.

B. A solid row of evergreen trees or shrubs planted on an earthen berm.

C. A combination of trees and shrubs and fencing where the amount of fencing does not exceed 50 percent of the lineal distance of the side to be buffered. Ground cover plants which are capable of providing complete ground coverage within three years of planting shall also be provided.

D. LID BMPs may be utilized within dense vegetative screens. Where LID BMPs are proposed to meet dense vegetative screen requirements, these plantings may deviate from the requirements in this subsection, provided that the overall screen area meets the intent of providing screening and physical separation.

Section 13. Section 17.04.407 in the definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to 17.04.406.

Section 14. Section 17.04.408 in the definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to 17.04.407.

Section 15. A new section 17.04.408 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.408 Hard surface.

“Hard surface” means an impermeable surface, a permeable pavement, or a vegetated roof.

Section 16. Section 17.04.420 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.420 ~~Impervious-Impermeable~~ surface.

“~~Impervious-Impermeable~~ surface” means a ~~hard non-vegetated~~ surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a ~~hard surface area~~ which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common ~~impervious-impermeable~~ surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads with compacted sub-grade, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities and tidelands shall not be considered as ~~impervious-impermeable~~ surfaces for the purposes of determining whether the thresholds for application of stormwater minimum

requirements are exceeded but shall be considered impermeable surfaces for purposes of runoff modeling.

Section 17. A new section 17.04.543 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.543 Low impact development (LID).

“Low impact development” or “LID” means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

Section 18. Section 17.04.544 in the definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to 17.04.545.

Section 19. A new section 17.04.544 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.544 Low impact development BMPs.

“Low impact development BMPs” means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use.

Section 20. Section 17.04.675 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.675-657 Porous-Permeable paving.

“Porous-Permeable paving” or “Permeable surface” means paving surfaces which accommodate pedestrian, bicycle and auto traffic while allowing infiltration and storage of stormwater. Porous-Permeable paving includes porous asphalt pavement; ~~porous-pervious~~ concrete; grid or lattice rigid plastic or paving blocks where the holes are filled with soil, sand, or gravel; and cast-in-place paver systems.

Section 21. Section 17.04.657 in the definitions chapter of the Gig Harbor Municipal Code is hereby renumbered to 17.04.658.

Section 22. A new section 17.04.659 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.659 Pervious concrete.

“Pervious concrete” means paving surfaces similar to conventional concrete except that the mixture omits the fines to create stable air pockets within the final product to allow water to drain to the base below, reducing stormwater runoff and allowing for groundwater recharge. Pervious concrete typically may have a rougher surface than conventional concrete.

Section 23. A new section 17.04.675 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.675 Porous asphalt.

“Porous asphalt” means paving surfaces similar to conventional asphalt but with reduced fines and stable air pockets within the final product that allow water to drain to the base below, reducing stormwater runoff and allowing for groundwater recharge. Aggregate binders and additives can be added to increase durability.

Section 24. A new section 17.04.727 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.727 Site coverage.

“Site coverage” is that percentage of the area of a lot or site that may be built on or occupied by buildings, parking areas and other hard/impermeable surfaces excluding tidelands or lands waterward of the ordinary high water mark.

Section 25. Section 17.16.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.16.060 Development standards.

In an R-1 district, the minimum lot requirements are as follows:

- | | |
|---|---|
| A. Minimum lot area per building site for short plats ¹ | 7,200 sq. ft. |
| B. Minimum lot width ¹ | 70' |
| C. Minimum front yard setback ^{2,4,5} | House:
20'
Porch: 12'
Garage:
26' |
| D. Minimum rear yard setback ^{2,3} | 30' |
| E. Minimum side yard setback ^{2,3} | 8' |
| F. Maximum impervious <u>hardhard surface lot coverage</u> | 40% |

* * *

Section 26. Subsection 17.17.040(B)(8) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.17.040 Performance standards.

* * *

B. General.

* * *

8. Maximum lot area coverage: 45 percent, excluding residential driveways, private walkways and similar impervious hard surfaces.

* * *

Section 27. Section 17.20.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.20.040 Development standards.

In an R-2 district, the minimum requirements are as follows:

	Single-Family and Duplex Dwellings	Other Residential and Nonresidential
A. Minimum lot area for short plats ¹	7,000 sq. ft./dwelling unit	
B. Minimum lot width ¹	50'	50'
C. Minimum front yard ^{3, 4}	House: 20' Porch: 12' Garage: 26'	25'
D. Minimum side yard ^{2, 3}	8'	7'
E. Minimum rear yard ^{2, 3}	30'	25'
F. Maximum <u>impervious hard surface lot</u> coverage	60% of the total lot area	

* * *

Section 28. Section 17.21.040(B)(4) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.21.040 Performance standards.

* * *

B. General.

* * *

4. Maximum Lot Area Coverage. Sixty-five percent, excluding driveways, private walkways and similar ~~impervious hard~~ surfaces. Impervious-Hard surface coverage of individual parcels may exceed the 65 percent maximum when included within a subdivision; provided, that the overall ~~impervious hard~~ surface coverage of the subdivision does not exceed 65 percent.

* * *

Section 29. Section 17.24.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.24.050 Development standards.

In an R-3 district, the minimum lot requirements are as follows:

	Single- Family and Duplex Dwellings	Other Residential and Nonresidential
A. Minimum lot area for short plats ¹	5,400 sq. ft./dwelling unit	
B. Minimum lot width ¹	50'	50'
C. Minimum front yard ³	House: 20' Porch: 12' Garage: 26'	20'
D. Minimum side yard ²	8'	7'
E. Minimum rear yard ²	30'	25'
F. Maximum site <u>hard surface</u>	60% of the total lot area	

coverage

* * *

Section 30. Section 17.28.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.28.050 Minimum development standards.

In an RB-1 district, the minimum lot requirements are as follows:

	Single-Family Dwellings	Other Residential	Nonresidential
A. Minimum lot area (sq. ft.)	7,200	7,200	15,000
B. Minimum lot width	70'	70'	70'
C. Minimum front yard setback ^{1,3}	House: 20' Porch: 12' Garage: 26'	20'	20'
D. Minimum rear yard setback ^{1,2}	30'	25'	15'
E. Minimum side yard setback ^{1,2}	8'	7'	10'
F. Maximum <u>impervious-hard surface</u> lot coverage	50%	50%	60%

* * *

Section 31. Section 17.30.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.30.010 Intent.

The RB-2 district is intended to provide a mix of medium density residential uses with certain specified business, personal and professional services. It is intended to serve as a transitional buffer between high intensity commercial areas and lower intensity residential areas. The RB-2 zone is similar in construction to the RB-1 zone while allowing a higher percentage of impervious-hard surface coverage and multifamily residential development. Furthermore, the RB-2 zone would serve to minimize impacts to adjacent residential uses by limiting general operational impacts of a use to that portion of the site between the structure(s) and the fronting road.

Section 32. Section 17.30.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.30.060 Site Hard surface coverage.

~~Impervious-Hard surface site~~ coverage in an RB-2 district shall be limited as follows:

- A. Fifty-five percent site hard surface coverage is permitted outright.
- B. Seventy percent site hard surface coverage is conditionally allowed, subject to the following:
 - 1. For every one percent increase in site hard surface coverage, an additional 0.5 feet of buffer shall be provided between the use and adjacent single-family residential use or zone;

* * *

Section 33. Section 17.31.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.31.070 Maximum ~~impervious-impermeable and~~site hard surface coverage by all buildings.

In the DB district, the maximum ~~impervious-impermeable~~ surface coverage is 70 percent. The maximum hard surface coverage by all buildings, driveways, walkways and other similar hard surfaces shall be coverage is 80 percent. On properties that do not have suitable soils, as identified in the Preliminary Soils Report, the maximum impermeable coverage may be 80 percent.

* * *

Section 34. Section 17.32.033 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.32.033 General standards.

The following general standards shall apply:

- A. Minimum lot area: 5,000 sq. ft.
- B. Minimum lot width: 50 feet
- C. Minimum front yard:¹ 20 feet
- D. Minimum side yard:¹ 10 feet
- E. Minimum rear yard:¹ 25 feet
- F. Maximum site impervious-impermeable surface coverage:² ~~80~~70%
- G. Maximum hard surface coverage: 80%
- G. Maximum residential density: 4 dwelling units per acre

¹If the B-1 district is located in the historic district defined in Chapter 17.99 GHMC, the setbacks defined in GHMC 17.99.310 and 17.99.320 shall apply.

² On properties that do not have suitable soils, as identified in the Preliminary Soils Report, the maximum impermeable coverage may be 80 percent.

* * *

Section 35. Section 17.36.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.070 Maximum ~~impervious~~impermeable and hard surface coverage.

In a B-2 district, the maximum ~~impervious~~impermeable surface coverage is ~~70~~60 percent. The maximum hard surface coverage by all buildings, driveways, walkways and other similar hard surfaces shall be 70 percent. On properties that do not have suitable soils, as identified in the Preliminary Soils Report, the maximum impermeable coverage may be 80 percent.

* * *

Section 36. Section 17.40.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.090 Maximum impermeable and hard surface coverage by all buildings.

In a C-1 district, the maximum ~~impermeable surface coverage~~ is 70 percent. The maximum hard surface coverage by all buildings, driveways, walkways and other similar hard surfaces shall be is-80 percent. On properties that do not have suitable soils, as identified in the Preliminary Soils Report, the maximum impermeable coverage may be 80 percent.

* * *

Section 37. Subsection 17.46.040(G) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

* * *

17.46.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-Family Dwelling	Duplex Dwelling	Non-residential Dwelling
A. Minimum lot area (sq. ft.) ¹	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'

C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site <u>impervious hard surface</u> coverage	40%	45%	50%

* * *

Section 38. Section 17.48.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

* * *

17.48.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum	0'	0'	0'

yard
abutting
tidelands
G. 50% 55% 70%
Maximum
site
impervious
hard
surface
site
coverage

* * *

Section 39. Section 17.48.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.090 Performance standards.

* * *

E. Waterview Opportunity and Waterfront Access.

1. Maximum ~~impervious-hard surface lot~~ coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner; and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with nonresidential uses or for increased height, as follows:

<u>Maximum Imp-Hard Surface Coverage</u>	<u>Number of Waterview/ Access Opportunities</u>
a. 50/55/70	0
b. +10%	1
c. +10%	2
d. +10%	3

* * *

Section 40. Subsections 17.50.040(G) and (K) of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

* * *

G. Maximum site impervious hard surface site coverage	50%	55%	70%
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* * *

K. 1. Maximum ~~impervious~~ hard surface lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner; and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with nonresidential uses, as follows:

Maximum Imp.Hard Surface Coverage	Number of Waterview/ Access Opportunities
a. 50/55/70	0
b. +10%	1
c. +10%	2
d. +10%	3

* * *

Section 41. Subsections 17.72.020(E) and (F) of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.72.020 Off-street parking design standards.

* * *

E. All off-street parking spaces and access areas shall be surfaced with portland cement concrete, asphaltic concrete paving, or ~~perous~~ permeable paving to the standards established by the city including but not limited to the city's Stormwater Management and Site Development Manual (Chapter 14.20 GHMC).

F. All open parking area with four or more parking spaces shall be effectively screened by a wall, a fence or landscaping from any institutional or public

building and from any property in a residential district, pursuant to the requirements in GHMC 17.78.080.

* * *

Section 42. Chapter 17.78 is hereby renamed, to read as follows:

Chapter 17.78 TREES, LANDSCAPING AND SCREENING

Section 43. Section 17.78.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.010 Intent.

The intent of this chapter is to encourage the preservation and enhancement of the City of Gig Harbor's natural environment. It is also the intent of this chapter to establish standards for landscaping and to allow modulated landscape buffers and internal landscape islands and screening, in order to maintain or replace existing vegetation, provide physical and visual buffers between differing land uses, and lessen environmental and improve aesthetic impacts of development and to enhance the overall appearance of the city. It is also the intent to avoid untimely and haphazard removal or destruction of significant trees and vegetation while preserving important landscape characteristics. Notwithstanding any other provision of this chapter, trees and shrubs planted pursuant to the provisions of this chapter shall be types and ultimate sizes at maturity that will not impair scenic vistas.

Section 44. Section 17.78.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, and to any ~~new~~ subdivision plat. GHMC 17.78.095 applies to all development in the area described by that section. Additionally, the requirements of Shoreline Master Program subsection 6.2.4, Regulations – Vegetation Conservation Strip, shall apply to all property within the jurisdiction of the city's shoreline master program.

Section 45. Section 17.78.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.030 Tree, Landscape and Screening pPlans.

A. A plan of the proposed landscaping and screening shall be incorporated into plans submitted for site plan review or projects which require hearing examiner review. The plans shall be drawn to scale and contain the following, in addition to the significant ~~vegetation plan~~ tree survey and tree retention ~~plan~~ survey required by GHMC 17.98.040:

- 1A. Parking and vehicle use areas, driveways and walkways;
- 2B. Buildings or structures, existing and proposed;
- 3C. All proposed new landscaping. Landscape plan shall include the location, species, diameter or size of ~~materials~~ plants using both botanical and common names. Drawings shall reflect the ultimate size of plant materials. Alternatively, a schematic landscape plan can be submitted showing planting zones. Each planting zone shall include typical shrub and groundcover species and typical size and spacing at planting. All landscape plans shall include the location, species, and diameter or size of all proposed trees;
- 4D. Schematic irrigation plan showing irrigation zones and proposed irrigation techniques within each zone ~~or a xeriscape plan~~ as set forth in GHMC 17.78.045~~(B)(C)~~;
- 5E. Identification of tree protection techniques.

B. Final landscape construction plans consistent with the landscape plans approved through the land use permit process shall be submitted with civil or building permits application. Final landscape construction plans shall include tree protection measured described in GHMC 17.78.092.

Section 46. Section 17.78.045 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.045 General provisions.

A. Removal of a dead, substantially diseased or damaged, or hazard tree is allowed upon submittal of written verification by a qualified arborist who states that removal of the tree is essential for the protection of life, limb, or property. Removal of significant trees as defined in GHMC 17.99.590 may require replacement per GHMC 17.99.240(E).

A. B. Plant Compatibility. All new plantings must be of a type which will thrive amid existing vegetation without killing or overtaking it. Incompatible plants which require different planting environments or microclimates shall not be mixed. Haphazard mixture of textures, colors and plant types should be avoided. Invasive, nuisance plants on the noxious weed list (state and Pierce County) are prohibited.

C. B. Irrigation. Planting areas with nursery stock or transplanted vegetation shall include an automatic mechanical irrigation system designed for full coverage of the planting area. Exceptions may be granted for ~~xeriscape~~ native planting plans which require little or no supplemental irrigation that provide temporary irrigation for at least three growing seasons. Xeriscape plans shall be prepared by a licensed landscape architect and shall be approved by the planning director.

D. G. Wall Coverage. Blank walls shall include a narrow planting area, where feasible, with shrubs or vines (espaliers) giving coverage to the wall.

E. D. Preservation of Significant Views. Views and vistas from public rights-of-way shall be considered when determining placement of vegetation. While it is not the intent to avoid all trees in the foreground of a view, consideration should

be given to the expected height of tree and how they might be located to “frame” the view.

Section 47. Section 17.78.050 of the Gig Harbor Municipal Code is hereby repealed.

Section 48. A new section 17.78.050 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.78.050 Preferred Species for Planting.

The Director shall maintain a preferred species list of native plants for perimeter landscaping areas required by GHMC 17.78.060 and GHMC 17.78.070. The Director may update the list based upon the applicability, sustainability, and availability of plant species.

Section 49. Section 17.78.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.060 R-Perimeter landscaping requirements for residential landscaping development.

A. Perimeter Areas.

4. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped with trees, shrubs, and groundcover. The required width area of the perimeter areas to be landscaped landscaping on residential site plans shall be at least the depth of the required yard or setback area. The required width for perimeter landscape areas in residential plats is 25 feet. The width of the perimeter landscape areas may be modified as provided for in this section in order to group, shape, or cluster existing or planted vegetation in modulated edges along the perimeter of a site or to create internal vegetation islands. In addition, internal vegetation island(s) and significant trees may be included in the calculation of perimeter areas in order to separate and or juxtapose elements of the site plan and layout. The total square footage of these modified perimeter landscape areas shall be equivalent to the area of the standard required perimeter width identified above.

A. Reductions to the standard perimeter landscape area width are limited as follows:

1. Perimeter landscape area widths may not be reduced to less than 1/3 of the required yard or setback area of the zone or 10 feet, whichever is greater;

2. Perimeter landscape areas which have been reduced in width shall not run the length of the existing exterior property line for more than 2/3 of the length of said property line;

3. Parking and driveways may not encroach into the remaining perimeter landscape areas. However, site access driveways and pedestrian walkways may cut through the remaining perimeter landscape area substantially perpendicular to the property line.

B. All areas used in the calculation of the perimeter landscape area shall be developed as follows:

1. All significant trees as defined in GHMC 17.99.590 shall be retained. These trees can be applied towards all or some of the trees required to be retained by GHMC 17.99.240(D). Retention of other existing vegetation for landscaping is strongly encouraged; however, it must be equal to or better than available nursery stock.

2. If the area does not contain substantial existing canopy, understory, and groundcover vegetation, it shall be enhanced or planted as follows:

a. At least 80 percent of all trees, shrubs, and groundcover shall be from the preferred species list referenced in GHMC 17.78.050.

b. Perimeter landscaping may include existing landscaping, planted or a combination of both.

c. Areas to be landscaped shall be covered with live groundcover vegetation which will ultimately cover at least 75 percent of the ground area, within three years.

d. One deciduous tree a minimum of two-inch caliper or one six-foot evergreen tree shall be planted for every 200 square feet of area to be enhanced or planted. ~~or t. Three shrubs which should will~~ attain a height of three and one-half feet within three years shall be provided for every ~~500~~ 200 square feet of the area to be landscaped ~~enhanced~~. The plantings shall be evenly distributed throughout in a natural planting pattern.

2. e. A minimum of 40 percent of the required ~~trees~~ plantings shall be evergreen trees a minimum of six feet in height at planting.

f. For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, trees shall be of a species that will ultimately grow to the height of the planned building with a mature height no taller than the approved building. ~~In the selection of trees and shrubs, consideration should be given to overall aesthetic impacts at maturity.~~

3. LID BMPs may be utilized within the perimeter landscape areas, and shall count towards the requirements for enhancement or planting. Where LID BMPs are proposed to meet perimeter landscape requirements, these plantings may deviate from the requirements in this subsection, provided that the overall landscape area is not reduced.

C. Zone transition buffers required by GHMC 17.99.180 and Enhancement Corridor landscaping required by GHMC 17.99.160 shall not be reduced or modified through this Chapter.

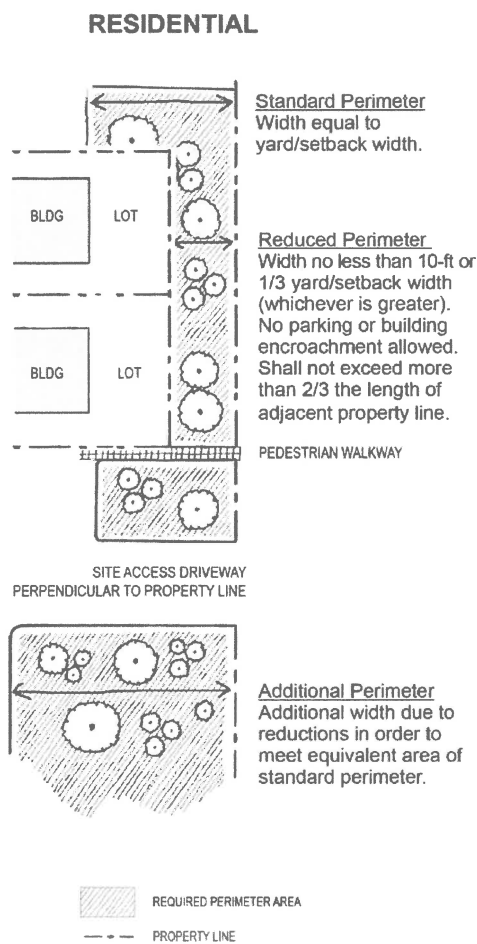
D. The perimeter landscape area in residential plats shall be located in recorded easements or recorded tracts.

E. The perimeter landscape area shall be appropriately documented on the approved land use plans, such as site plan, binding site plan or final plat.

B. Buffer Areas. All residential plats shall have a minimum 25-foot buffer consisting of a dense vegetated screen, shall be required along the perimeters of the plat, and the buffer shall be established as a covenant on the final plat. The screening may be achieved through any one or a combination of the following methods:

- ~~1. A solid row of evergreen trees or shrubs;~~
- ~~2. A solid row of evergreen trees and shrubs planted on an earthen berm;~~
- ~~3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years;~~
- ~~4. Use of existing native vegetation which meets the definition of dense vegetative screen.~~

~~C. Parking Areas. Parking areas shall be landscaped subject to the standards for parking lots found in GHMC 17.78.080.~~



Section 50. Section 17.78.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.070 R Perimeter landscaping requirements for nonresidential and mixed uses development.

A. Perimeter Areas.4. Notwithstanding other regulations found in this chapter, perimeter areas shall be landscaped with trees, shrubs, and groundcover. The required width-area of perimeter areas to be landscaped landscaping shall be at least the depth of the required yard or setback area or total area equivalent to the required yards. Areas to be landscaped shall be covered with live plant materials which will ultimately cover 75 percent of the ground area within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot-high evergreen tree or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 300 square feet of area to be landscaped. The width of the perimeter landscape areas may be modified as provided for in this section in order to group, shape or cluster existing or planted vegetation to create modulating edges along the perimeter of a site or to create internal vegetation islands. In addition, internal vegetation island(s) may be included in the calculation of perimeter areas and shall be located in order to separate and or juxtapose buildings and/or parking areas and prioritize access points and junctions in internal circulation if the standards below are met. The total square footage of these modified perimeter landscape areas shall be equivalent to the area of the standard required perimeter width identified above.

1. Reductions to the standard perimeter landscape area width are limited as follows:

a. Perimeter landscape area widths may not be reduced to less than 1/3 of the required yard or setback area of the zone or 10 feet, whichever is greater;

b. Perimeter landscape areas which have been reduced in width shall not run the length of the existing exterior property lines for more than 2/3 of the said property line;

c. Parking and driveways may not encroach into the remaining perimeter landscape areas. However, site access driveways and pedestrian walkways may cut through the remaining perimeter landscape area substantially perpendicular to the property line.

2. All areas used in the calculation of the perimeter landscape area shall be developed as follows:

a. All significant trees as defined in GHMC 17.99.590 shall be retained. These trees can be applied towards all or some of the trees required to be retained by GHMC 17.99.240(D). Retention of other existing vegetation for landscaping is strongly encouraged; however, it must be equal to or better than available nursery stock.

b. If the area does not contain substantial existing canopy, understory, and groundcover vegetation, it shall be enhanced or planted as follows:

i. At least eighty (80) percent of all trees, shrubs, and groundcover shall be from the preferred species list referenced in GHMC 17.78.050.

ii. Perimeter landscaping may include existing landscaping, planted or a combination of both.

iii. Areas to be landscaped shall be covered with live groundcover vegetation which will ultimately cover at least 75 percent of the ground area within three years.

iv. One deciduous tree a minimum of two-inch caliper or one six-foot evergreen tree shall be planted for every 200 square feet of area to be enhanced or planted. Three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 200 square feet of area to be enhanced. The plantings shall be evenly distributed throughout in a natural planting pattern.

v. A minimum of 40 percent of the required trees shall be evergreen trees a minimum of six feet in height at planting.

vi. For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, trees shall be of a species with a mature height no taller than the approved building.

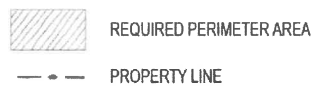
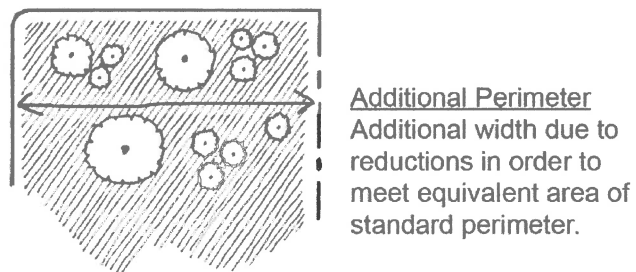
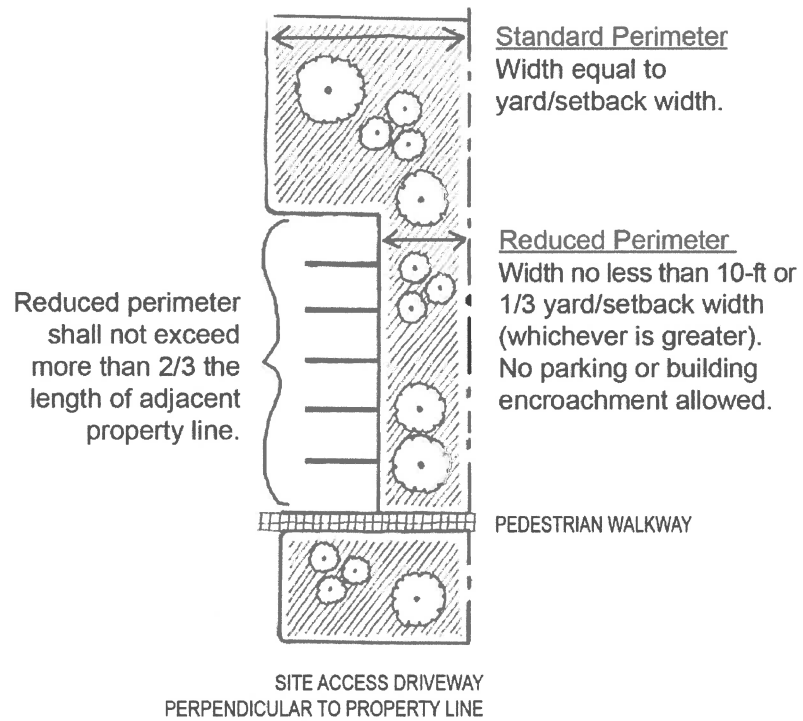
c. LID BMPs may be utilized within the perimeter landscape area, and shall count towards the requirements for enhancement or planting. Where LID BMPs are proposed to meet perimeter landscape requirements, these plantings may deviate from the requirements in this section, provided that the overall landscape area is not reduced.

3. Zone transition buffers required by GHMC 17.99.180 and Enhancement Corridor landscaping required by GHMC 17.99.160 shall not be reduced or modified through this Chapter.

4. All areas used in the calculation of the perimeter landscape area shall be appropriately documented on the approved land use plans, such as site plan or binding site plan.

~~2. A minimum of 40 percent of the required plantings shall be evergreen trees a minimum of six feet in height. For properties located within the boundaries of the height overlay district referenced in Chapter 17.62 GHMC, trees shall be of a species that will ultimately grow to the height of the planned building.~~

NONRESIDENTIAL / MIXED USE



~~B. Buffer Areas~~Residential Buffering. Where a development subject to these standards is contiguous to a residential zoning district, the zone transition standards of GHMC 17.99.180 shall be met. Where a nonresidential development abuts a residential development in the same zone, then that required perimeter area shall be landscaped the full width of the setback areas as follows:

1. A solid screen of evergreen trees or shrubs;
2. A solid screen of evergreen trees and shrubs planted on an earthen berm an average of three feet high along its midline;
3. A combination of trees or shrubs and fencing where the amount of fence does not exceed 50 percent of the lineal distance of the side to be buffered as well as other plant materials, planted so that the ground will be covered within three years.

4. LID BMPs may be utilized within residential buffering, and shall count towards the requirements for residential buffering, as long as screening requirements are met.

~~C. Areas Without Setbacks.~~

1. In those areas where there is no required front yard setback or where buildings are built to the property line, development subject to this chapter shall provide street trees at an interval of one every 20 feet or planter boxes at the same interval or some combination of trees and boxes, or an alternative.

2. Street trees shall be a minimum caliper of two inches and be a species approved by the city and installed to city standards. Planter boxes shall be maintained by the property owners and shall be of a type approved by the city.

~~D. Parking Area. Parking areas shall be landscaped subject to the standards for parking lots found in GHMC 17.78.080.~~

Section 51. Subsection 17.78.080(A) and (B) of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.78.080 Parking lot and service area landscaping and screening.

The standards of this section shall apply to public and private parking lots, paved service areas, residential parking areas providing spaces for more than 10 cars and all nonresidential uses of land and development.

A. Perimeter Landscaping. In order to soften the visual effects or separate one parking area or paved service area from another or from other uses, the following standards apply:

* * *

4. LID BMPs may be utilized within the perimeter landscape areas. Where LID BMPs are proposed to meet parking lot perimeter landscape requirements, areas containing LID BMPs may deviate from the requirements in this section, provided that the overall landscape area meets the intent of this section.

B. Interior Parking Lot Landscaping. A continuous canopy of trees shall be planted within the interior of a parking lot as follows:

* * *

4. LID BMPs are encouraged within interior parking lot landscape areas. Where LID BMPs are utilized to manage parking lot stormwater runoff, the required number of trees may be reduced by one third to allow for narrower bioretention areas consistent with the minimum landscape strip required under subsection (B)(1).

* * *

Section 52. Section 17.78.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.090 Screening/buffering from SR-16, Tacoma Power Cushman transmission line property and SR-16 interchanges.

A. All development of properties adjacent to SR-16, the Tacoma Power Cushman transmission line property, and SR-16 interchange ramps shall be required to leave a buffer between the property line and any development. This buffer shall be a minimum of 30 feet in depth and shall only apply when the property is also within the enhancement corridor. The buffer shall conform to all enhancement corridor standards defined in GHMC 17.99.160.

~~B. Adjacent to SR-16 interchange ramps landscape buffering shall be done according to the standards for perimeter landscaping for residential and nonresidential development. The buffer area shall be covered with live plant materials which will ultimately cover 75 percent of the ground cover within three years. One deciduous tree of a minimum of two-inch caliper or one six-foot evergreen or three shrubs which will attain a height of three and one-half feet within three years shall be provided for every 500 square feet of the area to be landscaped. Forty percent of the required planting shall be evergreen trees a minimum of six feet in height and of a species that will grow to the height of the buildings in the development. All significant vegetation as defined in GHMC 17.99.590 shall be retained.~~

B. Parking lots designed for more than 16 cars shall either be completely screened from SR-16 or be partially screened under the provisions of the enhancement corridor standards in GHMC 17.99.160.

Section 53. A new section 17.78.092 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.78.092 Protection of significant trees and existing native vegetation.

A. Areas of native vegetation which are designated as landscape or buffer areas, or which are otherwise retained under the provisions of Chapter 17.99 GHMC, shall be subject to a 10-foot-wide no-construction zone and shall be protected by a barricade as defined in subsection D of this section. Clearing, grading or contour alteration is not permitted within this no-construction area unless a qualified arborist provides written documentation that proposed

construction activity within the 10-foot setback will not harm existing vegetation within the designated landscape or buffer area.

B. Encroachment into Drip Line. No construction activities shall take place within the drip line of a tree to be retained without extra precautions as recommended by a qualified arborist. The applicant may install impermeable or compactible surface within the area defined by the drip line if it is demonstrated by a qualified arborist that such activities will not endanger the tree or trees. (See the definition of “drip line” in GHMC 17.99.590.)

C. Grading. If the grade level adjoining a tree to be retained is to be altered to a degree that would endanger the viability of a tree or trees, then the applicant shall construct a dry rock wall or rock well around the tree. The diameter of this wall or well must be capable of protecting the tree beyond a no construction zone or as approved by a qualified arborist.

D. Tree Protection Barricade. All significant trees to be retained must be protected during construction by installation of a protective barricade. This will require preliminary identification of the proposed area of disturbance for staff inspection and approval, then installation of a protective barricade before major excavation with heavy equipment begins. The barricade must be made of cylindrical steel posts or four-inch by four-inch wood posts with chain link fence attached. Fence posts shall be eight feet on center connected with two-inch by four-inch top rails or equivalent support system. Fence height must be a minimum of four feet high.

Section 54. Section 17.78.120 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.120 Maintenance.

A. Whenever landscaping is required under the provisions of this chapter, shrubs and trees in the landscaping and planting areas shall be maintained in a healthy growing condition. Planting beds shall not be located over ~~impervious~~impermeable surfaces. Dead or dying trees or shrubs shall be replaced immediately, and the planting area shall be maintained reasonably free of noxious weeds and trash.

B. Similarly, if necessary, the trees or shrubs shall receive pruning or removal to avoid the creation of a safety hazard or nuisance through excessive shading, overhanging adjacent properties or to preserve a view or scenic vista, subject to the provisions of GHMC 17.99.240.

C. Areas of natural vegetation shall be retained over time to maintain the health and fullness of natural vegetation and buffer areas as allowed in GHMC 17.99.240(G).

Section 55. Subsection 17.89.040(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.040 Contents of complete PRD application.

A. Preliminary PRD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PRD shall consist of the following information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;
2. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
3. A written description addressing the scope of the project, gross acreage, the nature and size in gross floor area of each use and the total amount of land in square feet to be covered by ~~impervious~~impermeable surfaces;
4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;
5. A topographic map delineating contours, existing and proposed, at two-foot intervals and which locates and classifies existing streams, wetlands, steep slopes and other natural features and/or critical areas;
6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;
7. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights-of-way;
8. Utility, drainage and stormwater runoff plans;
9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant ~~vegetation~~trees proposed to be retained;
10. A statement explaining how the proposed PRD is consistent with and implements the city of Gig Harbor comprehensive plan, the designation under the comprehensive plan, current zone classification, and desired zone classification;
11. A narrative describing how the proposed PRD provides substantial additional benefit to the citizens of the city of Gig Harbor (the benefit accruing as a result of implementation of the PRD process as opposed to following the development standards of the underlying zone) and how it is proposed the additional amenities and benefits should apply to the percentage of additional density and/or height being requested;
12. A map of the area, with area proposed for rezone outlined in red; and
13. A complete application for design review as required under GHMC 17.98.040.

* * *

Section 56. Section 17.89.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.060 Development and design standards.

A. The performance standards of the underlying zoning district may be varied in a PRD, subject to the criteria in this chapter, only as follows:

1. Lot Area and Lot Width. Lot area and width requirements may be reduced where the site plan is such that light, air and privacy are provided. Cluster housing is supported.

2. Setbacks. Structures located on the perimeter of the PRD shall be set back in accordance with the front yard setbacks of the underlying zone.

3. ~~Impervious-Hard/Impermeable~~ Surface Coverage. ~~Impervious Hard/impermeable~~ surface coverage of individual parcels may exceed the percentage of ~~impervious-hard/impermeable~~ surface coverage allowed in the underlying zone; provided, that overall ~~impervious-hard/impermeable~~ surface coverage of the PRD does not exceed the percentage permitted by the underlying zone.

4. Height. Building height may exceed the maximum permitted by code; provided, that the design protects the views and privacy of properties inside and outside of the project but in no case shall the maximum height exceed 35 feet in R-1 and R-2 districts. Variances from the height limits as provided in the City Height Restriction Area Map, as adopted by Chapter 17.62 GHMC, shall not be allowed. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PRD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height.

B. The performance standards which may not be modified or altered in a PRD are:

1. Shoreline regulations when the property is located in an area under the jurisdiction of the Gig Harbor shoreline master program;

2. Standards pertaining to development in environmentally sensitive areas;

3. Regulations pertaining to nonconforming uses;

4. Standards pertaining to screening around outdoor storage areas;

5. Total coverage by ~~imperviousimpermeable-~~ surface coverage; and

6. Height restrictions as identified on the adopted City of Gig Harbor Height Restriction Area Map and shoreline master program.

Section 57. Subsection 17.90.040(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.040 Contents of complete PUD application.

A. Preliminary PUD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PUD approval shall consist of the following information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;

2. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land

and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

3. A written description addressing the scope of the project, gross acreage, the nature and size in gross floor area of each use and the total amount of land in square feet to be covered by ~~impervious~~impermeable surfaces;

4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;

5. A topographic map delineating contours, existing and proposed, at two-foot intervals and which locates and classifies existing streams, wetlands, steep slopes and other natural features and/or critical areas;

6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed general location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;

7. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights-of-way;

8. Utility, drainage and stormwater runoff plans;

9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant ~~vegetation~~trees proposed to be retained;

* * *

Section 58. Section 17.90.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.060 Development and design standards.

A. The following performance standards of the underlying zoning district may be varied, subject to the criteria in this chapter, only as follows:

1. Lot Area and Lot Width. Lot area and lot width requirements may be reduced where the site plan is such that light, air and privacy are provided to the units in the PUD.

2. Setbacks. Structures located on the perimeter of the PUD shall be set back in accordance with the yard setbacks of the underlying zoning district.

3. ~~Impervious-Hard/Impermeable~~ Surface Coverage. ~~Impervious Hard/impermeable~~ surface coverage of individual parcels may exceed the percentage of ~~impervious-hard/impermeable~~ surface coverage allowed in the underlying zone; provided, that overall ~~impervious-hard/impermeable~~ surface coverage of the PUD does not exceed the percentage permitted by the underlying zoning district.

4. Height. Building height may exceed the maximum permitted by code; provided, that the design protects the views and privacy of properties inside and outside of the project, but in no case shall the maximum height exceed 45 feet, except that in B-2 and C-1 zones the height shall not exceed 60 feet for peaked roof buildings and 45 feet for buildings with flat roofs. Variances from the City

Height Restriction Area Map, as adopted by Chapter 17.62 GHMC, shall not be allowed. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PUD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height.

5. Gross Floor Area. The gross floor area in the underlying zone may be exceeded as provided in GHMC 17.90.090, as long as all of the criteria set forth in that section are satisfied.

B. The performance standards which may not be modified or altered in a PUD are:

1. Shoreline regulations when the property is located in an area under the jurisdiction of the Gig Harbor shoreline master program;
2. Standards pertaining to development in environmentally sensitive areas;
3. Regulations pertaining to nonconforming uses;
4. Standards pertaining to screening around outdoor storage areas;
5. Total coverage by ~~impervious~~ hard and impermeable surfaces;
6. Height restrictions as identified on the adopted City of Gig Harbor Height Restriction Area Map and shoreline master program.

Section 59. Subsection 17.91.040(F)(3) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.91.040 Site development and performance standards.

* * *

F. Performance Standards

* * *

3. Maximum Lot Area Coverage. Forty-five percent, excluding driveways, private walkways and similar ~~impervious~~ hard surfaces.

* * *

Section 60. Subsection 17.94.050(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.94.050 Exemptions.

* * *

D. Removal of diseased, dead or dying trees upon written verification by a qualified arborist ~~or landscape architect or landscape contractor~~ which states that removal of the trees is essential for the protection of life, limb, or property and which statement is filed with the code official;

* * *

Section 61. Subsection 17.96.030(A)(1)(b) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.030 Site plan review.

Any use or development that is subject to the requirements for site plan review, unless exempt as provided for in GHMC 17.96.025, shall be classified and processed as provided for in this section.

A. Minor Site Plan Review.

1. Applications for minor site plan review shall be processed in accordance with the procedures established under GHMC Title 19 for a Type I project permit application. A decision on a minor site plan review application shall be rendered prior to or concurrent with the issuance of any other applicable permit. The following are classified as minor site plan reviews:

* * *

- b. Modifications to the number of off-street parking stalls, amount of ~~impervious-hard/impermeable~~ surfaces and height of structures on an existing site or approved site plan, provided such modifications do not exceed a 10 percent increase over the original;

* * *

Section 62. Subsection 17.96.030(B)(1)(a) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

B. Major Site Plan Review.

1. Applications for major site plan review shall be processed in accordance with the procedures established under GHMC Title 19 for a Type II project permit application, except as provided for in subsection (B)(3) of this section. The following are classified as major site plan reviews:

- a. Construction of a building or installation of ~~impervioushard/impermeable~~ surfaces on a vacant parcel;

* * *

Section 63. Subsection 17.96.050(C) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.050 Contents of a complete application.

Each application for site plan review shall contain the following information, if applicable to the application:

* * *

C. Project Description. A written description addressing the scope of the project, the nature and size in gross floor area of each use, and the total amount of square feet to be covered by impervious hard -surfaces;

* * *

Section 64. Section 17.98.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.040 Design review application requirements.

A complete design review application shall contain the following information:

A. Site Layout. A plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, critical areas, required buffer areas, required yards, landscape areas, open spaces, common areas or plazas, walkways, retaining wall locations, storm water retention facilities, and parking and vehicle maneuvering areas.

B. Significant ~~Vegetation Plan~~ Tree Survey. A significant ~~vegetation plan~~ tree survey which accurately identifies the species, size and location of all significant ~~vegetation~~ trees within the property subject to the application.

C. ~~Tree Retention Plan~~ Survey. A ~~landscape plan~~ survey showing the species, size and location of all significant ~~natural vegetation~~ trees to be retained on the property.

D. Preliminary Site Section Drawings. Section drawings which illustrate existing and proposed grades.

E. Preliminary Grading Plan. A topographic map of the property, delineating contours, existing and proposed, at no greater than five-foot intervals. The plan shall indicate all proposed cuts, fills and retaining wall heights and include areas of disturbance necessary to construct all retaining walls, structures and impervious hard surfaces.

F. Preliminary Utilities Plan. A utilities plan showing the location and type of any utilities proposed in critical areas, critical area buffers and natural vegetation retention areas.

G. Paving Materials. A description of proposed pedestrian and vehicular paving materials; include proposed type (asphalt, concrete, pavers, etc.), color, scoring and texture.

H. Elevation Drawings. Complete elevation drawings of all buildings showing dimensions and proposed materials including roofing, siding, windows and trim. Drawings shall include conceptual trim and cornice design, roof pitch, and solid/void ratio and siding material calculations. If landscaping is proposed to soften or mitigate architectural modulation or details, additional elevation drawings showing proposed landscaping shall be provided.

I. Sign Plan. A sign plan showing the general location, type and size of signage on buildings.

J. Equipment Screening. A description of how all mechanical and utility equipment will be screened.

K. Color and Material Palette. A schematic color and material palette of the building's exterior siding, trim, cornice, windows and roofing. If alternative design review is requested, material and color samples shall be provided.

L. Fencing. The location and description of any proposed fencing.

M. Light Fixtures. A cutsheet showing typical parking and building lighting which includes pole height and mounting height. If proposed fixtures are near critical areas or natural vegetation retention areas, shielding shall be shown.

N. Accessories. The location of all outdoor furniture, trash receptacles and accessories.

O. Alternative Design Review. A request for alternative design review shall include a written statement addressing the criteria for approval as set forth in GHMC 17.98.055, 17.98.056, 17.98.058 or 17.98.060, as applicable.

Section 65. Article III of Section 17.99.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

Article III. SITE DESIGN.

This article addresses how projects relate to their own site. It requires that design consideration be given to topography, building location, walkways, parking, landscaping, open space and common areas. It encourages pedestrian access, outdoor activities, and preservation of significant ~~vegetation~~ trees and existing views.

Section 66. Subsections 17.99.160(A), (B), and (C) of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.99.160 Enhancement corridor standards.

All development within enhancement corridors must conform to the following design criteria:

A. Retain significant vegetation.

Significant ~~vegetation~~ trees within 30 feet of the property line abutting the street rights-of-way or City of Tacoma Cushman transmission line properties within the enhancement corridor shall be retained.

B. Provide full screening or partial screening with glimpse-through areas.

Parking lots and structures in any area of the defined enhancement corridor must be fully screened from SR 16, except they may be viewed through a semi-transparent screen of on-site trees as follows:

1. Neither full or semi-transparent screening is required on parcels designated as prominent parcels on the city's visually sensitive areas map, except that

significant ~~vegetation~~ trees within 30 feet of the property line abutting the street rights-of-way or City of Tacoma Cushman transmission line properties within the enhancement corridor shall be retained.

2. Semi-transparent screens must provide at least 70 percent year-round foliage coverage distributed evenly across the view along the SR 16 right-of-way and City of Tacoma Cushman transmission line properties and 50 percent coverage along the Canterwood Blvd/Burnham Drive/Harborview Drive rights-of-way. Semi-transparent screens may consist of new vegetation only if healthy existing vegetation is not adequate to fulfill this requirement.

[Note: Retain graphic at this location]

3. A semi-transparent screen shall not be a rigid line of trees along the property's edge. Rows of trees existing along property edges shall be retained. Additional trees are required so that a staggered, natural growth pattern is retained or achieved.

C. Maintain 30-foot setbacks from the rights-of-way and City of Tacoma Cushman transmission line properties that define enhancement corridors.
Parcels abutting defined enhancement corridor rights-of-way and City of Tacoma Cushman transmission line properties must maintain a 30-foot setback within which no structures or parking lots shall be allowed. Existing significant ~~vegetation~~ trees within the setback shall be retained.

* * *

Section 67. Subsection 17.99.220(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.220 Prominent parcel standards.

All development of prominent parcels shall conform to all applicable development standards of this title and to the following additional standards:

* * *

D. Keep structures in the foreground.

To provide further emphasis to design, buildings shall be located at the front setback line unless significant ~~vegetation~~ trees warrants placing the building further back.

* * *

Section 68. Section 17.99.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.240 Natural site conditions.

Site development should be designed to reflect the natural conditions of the site, including topography and existing vegetation. The following standards will help to achieve this, and are applicable to all development.

A. Limit clearing of vacant parcels to no more than 50 percent of significant vegetation trees and retain vegetation in all required buffers and setbacks.

Clearing limitations apply to all vacant parcels with no approved site plan or building permit for development.

B. Retain natural vegetation on underdeveloped portions of sites with approved site plan.

Clearing of underdeveloped portions of approved site plans shall only be permitted once civil plans for development of those areas have been approved and clearing is required for civil infrastructure.

C. Maintain natural topography.

Buildings and parking lots shall be designed to fit natural slopes rather than regrading the slope to fit a particular building or parking lot design. Cuts and fills on a site shall be balanced and finished grades shall not include any retaining walls that exceed six feet. Instead, designs shall complement and take advantage of natural topography. Sloped lots may require multileveled buildings, terraced parking lots and/or lower level parking garages.

[Note: Retain graphic at this location]

D. Incorporate approximately 20 25 percent of significant vegetation trees into site plan the project.

On nonresidential, ~~and~~ multifamily sites and residential subdivisions, at least 20 25 percent of natural significant trees ~~vegetation~~ shall be incorporated into required landscaping and retained indefinitely. The ~~20-25~~ percent calculation shall be based upon significant trees ~~vegetation~~ currently on the site and which has been cleared from the site within the past five years. All significant trees on site shall be identified and shown on a tree survey. In conjunction with the 20 25 percent retention requirement, the following options may be applied to other landscaping requirements of this chapter.

1. REDUCED LANDSCAPING REQUIREMENTS

Clusters of natural vegetation which form a continuous canopy at least 15 feet deep (average) and at least 20 25 percent of the parcel size (measured from the outer edges of the trunks) will meet the requirements for on-site trees; provided, that screening and buffering requirements otherwise required are met. All other landscaping requirements must be adhered to.

[Note: Retain graphic at this location]

2. REDUCED PARKING STALL DIMENSIONS

Parking stalls adjacent to protected trees may be reduced to eight feet by 16 feet to avoid encroachment into tree root zones.

3. ENCROACHMENT INTO SETBACKS

Structures and parking areas may encroach into required setbacks if it can be shown that such encroachment allows significant trees or tree clusters to be retained. Encroachment shall be the minimum encroachment necessary to protect specified trees. In no case shall the yard be reduced to less than five feet. (Not applicable to single-family and duplex development or to development subject to zone transition standards.)

[Note: Retain graphic at this location]

E. Replace lost trees which were intended to be retained.

~~Any tree proposed or required to be retained and which is subsequently lost or destroyed must be replaced with at least three six-foot trees or one 18-foot tree or one 12-foot plus one six-foot tree of the same species.~~

If trees required to be retained pursuant to this title or a land use approval are subsequently removed or damaged, they shall be replaced by at least one and one half times the tree diameter removed (ex. A 10" DBH tree removed will equal 15" DBH of tree diameter replaced.) A single tree may be replaced with multiple trees provided the total tree diameter at DBH equals the required replacement value. Replacement trees shall be a minimum of six-foot trees for evergreens or 2 inch caliper for deciduous trees at planting. The trees removed shall be replaced with trees of the same type, evergreen or deciduous. Shrubs and ground cover shall also be replaced when replacing tree(s). The shrubs and ground cover shall be planted within the limits of the previous tree stand canopy.

F. Retain the natural symmetry of trees.

Trimming of trees shall be done in a manner that preserves the tree's natural symmetry. Topping is prohibited unless recommended by an ~~ISA-certified~~ qualified arborist for health or safety reasons. Limbing-up may be appropriate if sufficient crown is retained to preserve the tree's fullness and health.

G. Maintain health and fullness of natural vegetation and buffer areas.

Areas of natural vegetation shall be retained over time. To ensure this, volunteer saplings of coniferous trees should be allowed to grow to replace older, less healthy trees. However, it may be prudent to thin out some saplings to avoid overcrowding if existing trees are healthy and full. A healthy and typical spacing of larger trees in a natural or forested setting is about 12 to 15 feet on center.

Selective thinning and maintenance may be allowed if this spacing is retained, subject to city planning staff approval. The order of preference in trees to be retained under a thinning maintenance program is:

1. Healthy coniferous and madrone trees with a 10-inch or greater trunk diameter;
2. Healthy coniferous and madrone trees with a six inch or greater trunk diameter;
3. Smaller saplings of coniferous trees; and
4. Deciduous trees.

No trees shall be removed under a thinning and maintenance program if such removal results in tree spacing greater than 15 feet on center, except to remove dying or dangerous trees as determined by a ~~certified~~ qualified arborist. Full under-story shrubbery shall be retained, except to thin out non-native species (e.g., blackberry, scotch broom).

Section 69. Subsection 17.99.280(F) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

F. Take advantage of common area credits.

Common areas invite pedestrian activity. Therefore, it is expected that impacts from automobile traffic will be lessened. Additionally, a well-designed common area provides the same visual amenity as ~~pervious coverage~~ landscaping. Provision of common areas may therefore be counted toward parking and ~~impervious~~ hard surface coverage requirements as follows:

1. REDUCED PARKING. Required on-site parking may be reduced by one parking stall for every 200 square feet of required common area.
2. INCREASED ~~IMPERVIOUS~~ HARD SURFACE COVERAGE. Required common areas ~~shall not may be counted towards the total hard surface coverage as pervious when calculating impervious coverage allowances.~~ (Drainage system design must incorporate all ~~impervious~~ impermeable surfaces.)

Section 70. Subsection 17.99.300(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.300 Nonresidential setbacks.

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

* * *

B. Locate structures near front setback line (IBE).

At least 50 percent of the primary structure's front facade shall be placed on the front setback line (except in the historic district or unless retention of significant ~~vegetation~~ tree(s) warrants an increased setback). Additional structures on the site shall be likewise placed on the front setback line unless they are located behind other structures on the site. The remaining portion of the building may be stepped back to accommodate common areas or parking. However, no more

than 50 percent of required parking may be located forward of the front façade of a building (see parking standards in GHMC 17.99.330(E)).

* * *

Section 71. Subsection 17.99.390(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.390 Hierarchy in building design.

The following standards apply to all nonresidential sites with more than one building or with one or more multitenant buildings, and on all prominent parcels identified on the city's visually sensitive areas map (see Appendix A of this chapter).

A. Design primary structures as a focal point (IBE).

Primary structures shall be designed to serve as a visual draw to a site. Primary structures shall be designed as follows:

1. Must be prominently visible to the public.

Primary structures shall be the focal point of development and must be prominently visible to the public right-of-way giving access to the project, unless significant ~~vegetation~~ tree(s) warrants a less visible structure, or unless visibility is otherwise prohibited (e.g., enhancement corridors).

2. Must have the appearance of at least two levels.

To provide a more stately appearance, primary structures shall have at least two floors (minimum eight feet apart). The second floor level shall be at least one-third the area of the lower floor area. Alternatively, primary structures may be single-floor buildings with roofs having a minimum pitch of 8/12, and which contain dormer windows on every roof plane having a ridge length of 40 feet or more. One dormer window with a glazing area of at least 15 square feet shall be required for every 40 feet of ridge length (or portion thereof). Dormer windows shall be functional, providing natural light into the finished and heated area of the building.

3. May have limited increased height.

Primary structures may include an area not to exceed 10 percent of the building's footprint that rises above the underlying height limit; provided, that the parcel is not located in the height restriction area defined in Chapter 17.62 GHMC. The height increase must be in building volume rather than as an extension of a parapet. This height increase shall not exceed eight feet, and shall not be applied to building heights otherwise restricted under zone transition standards in GHMC 17.99.170.

4. Must provide a prominent entrance.

Primary structures shall include a prominent entrance which faces or is clearly visible from the street. The entrance shall be defined by a projecting or recessed portico or a clearly defined doorway designed as a focal point in the facade design.

* * *

Section 72. The definition of “Certified Arborist” in Section 17.99.590 of the Gig Harbor Municipal Code is hereby repealed.

Section 73. The definition of “Drip Line” in Section 17.99.590 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

Drip Line The most extreme reach of a tree’s branches beyond its trunk, or one foot and one-half feet of space from the trunk for every inch of trunk diameter as measured four and one-half feet above grade, whichever is greater.

Section 74. The definition of Significant Vegetation in Section 17.99.590 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

Significant Trees Vegetation ~~A Healthy trees~~ having a trunk diameter of at least six inches as measured 54 inches above grade. A tree growing with multiple stems shall be considered significant if at least one of the stems, measured at a point six inches from the point where the stems digress from the main trunk, is at least four inches in diameter. Alders (Alnus rubra), Cottonwood (Populus algeiros), and trees in the Poplar species shall not be considered a significant tree. A dead tree or a tree that has been identified by a qualified arborist as substantially diseased or damaged shall not be considered a significant tree.

Section 75. The definition of Dense Vegetative Buffer in Section 17.99.590 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

Dense Vegetative Buffer A vegetated area at least 40 feet deep providing screening and physical separation between areas or uses, consisting of the following:

1. A minimum of one row of evergreen plantings for every 10 feet of buffer depth, with each row including:
 - a. One five-gallon evergreen shrub for every five feet of lot line, of a type that will grow up to six feet at maturity; and
 - b. One evergreen tree for every 10 feet of lot line, with at least 50 percent of said trees being 12 feet or taller, and the remaining trees being at least six feet.
2. One two-inch minimum caliper deciduous tree per 20 feet of lot line and for every 40 feet of buffer width.

3. Evergreen groundcover that will cover 75 percent of the ground area within three growing seasons.
4. Planting rows that are offset from each other or staggered in a random fashion in a manner that provides full, consistent coverage throughout the entire buffer area.
5. LID BMPs may be utilized within dense vegetative buffers. Where LID BMPs are proposed to meet dense vegetative buffer requirements, these plantings may deviate from the requirements in this subsection, provided that the overall buffer area meets the intent of providing screening and physical separation.

Section 76. Subsection 18.08.206(A)(2) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.206 Reasonable use exceptions.

If the application of this chapter would preclude all reasonable use of a site, development may be permitted, consistent with the general purposes and intent of this chapter. Applications for a reasonable use permit shall be processed in accordance with the procedures established under GHMC Title 19 for a Type III project permit application.

A. Information Required. An application for a reasonable use exception shall be in writing to the department director and shall include the following information:

1. A description and map of the area of the site which is within a critical resource area or within the setbacks or buffers as required under this title;
2. The area of the site which is regulated under the respective setbacks (minimum yards) and maximum impervious-impermeable surface and hard surface coverage of the zoning code (GHMC Title 17);

* * *

Section 77. The Gig Harbor City Council hereby adopts the 2017 Gig Harbor Stormwater Management and Site Development Manual, attached as **Exhibit A** hereto and incorporated herein by this reference.

Section 78. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or 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 79. Effective Date. This Ordinance shall take effect and be in full force December 31, 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

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



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance – 2017 Public Works Standards Update

Proposed Council Action: Bring Ordinance back for consideration at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *ADZ*

For Agenda of: October 24, 2016

Exhibits: Ordinance, Final Draft Public Works Standards

Initial &
Date

Concurred by Mayor:

Approved by City Administrator: *56 10/17/16*

Approved as to form by City Atty: *VIA EMAIL 10/14/16*

Approved by Finance Director: *SR 10/17/16*

Approved by Department Head: *ADZ 10/17/16*

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

The City of Gig Harbor adopted the most recent version of the Public Works Standards in 2014 through Ordinance 1273. Public Works Staff acknowledged the 2014 Standards would be outdated as time progress and would need to be updated to implement current City policies and construction and engineering practices. The proposed 2017 Standards provide for current engineering principles and practices, such as traffic control devices, record drawing standards, and coordinate the inclusion of low impact development Stormwater management techniques as required by the City's NPDES Stormwater permit.

The City submitted the 2017 Standards for SEPA review and received a SEPA Determination of Non-Significance on September 1, 2016. The City subsequently provided a copy of the draft Public Works Standards to the Washington State Department of Commerce for review as a development regulation amendment in accordance with RCW 36.70A.106.

The draft 2017 Standards was posted to the City's website and public comment on the document was requested with notice of the comment period that was mailed to the local development community, Master Builders Association, and Association of General Contractors in addition to being posted to the City's website and advertised in the Peninsula Gateway.

Any amendment to the City's Public Works Standards must be adopted by ordinance. Therefore the attached ordinance includes relevant amendments to the Gig Harbor Municipal Code allowing for adoption of the 2017 Standards effective January 1, 2017. This date was selected to give developers, engineers, and Staff time to prepare for the transition to new standards.

Due to the large size of the document, the 2017 Standards are available for review either on line (<http://www.cityofgigharbor.net/stormwater-low-impact-development-updates/>) or in print at the Civic Center. One hard copy of the draft is available at the Council Office next to the City Clerk and one hard copy is on file with the Public Works Department.

FISCAL CONSIDERATION

The proposed 2017 Public Works Standards will likely not cost the City more to implement. However, due to ongoing improvements to construction materials and engineering principles and practices, many materials and practices will cost more to construct. Those additional costs will be paid by developers, utilities, and the City as a cost of construction.

BOARD OR COMMITTEE RECOMMENDATION

This topic was presented at the September meeting of the Public Works Committee. The revisions requested by the Committee were incorporated into the attached Final Draft Public Works Standards

RECOMMENDATION/MOTION

Bring Ordinance back for consideration and adoption at the second reading.

ORDINANCE NO. 13xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS; REPEALING THE 2014 PUBLIC WORKS STANDARDS AND ADOPTING NEW PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY; AMENDING CHAPTERS 12.06, 12.08, 12.16, AND 13.28 OF THE GIG HARBOR MUNICIPAL CODE; REPEALING CHAPTERS 13.08, 13.12, AND 13.24 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City adopted the current Public Works Standards (Standards) in 2014 by Ordinance No. 1273; and

WHEREAS, the City operates under its National Pollution Discharge Elimination (NPDES) Municipal Stormwater Permit requirements; and

WHEREAS, the City's NPDES Permit requires the City adopt Low Impact Development (LID) techniques and Best Management Practices (BMPs) as the City's Standard in order to minimize impervious surfaces, reduce loss of native vegetation, and protect land and water resources; and

WHEREAS, Public Works Staff has seen the need to amend certain sections of Chapters 12.06, 12.08, 12.16, and 13.28 of the Gig Harbor Municipal Code and update sections of the current Standards to implement current City policies, engineering principles and practices, construction techniques to correspond with the City's NPDES Permit; and

WHEREAS, Chapters 13.08, 13.12, and 13.24 of the Gig Harbor Municipal Code (GHMC) currently provide information that is now provided in Chapter 12.06 GHMC and the 2017 Standards and therefore Chapters 13.08, 13.12, and 13.24 are redundant and no longer necessary; and

WHEREAS, the City submitted the draft 2017 Standards for SEPA review and received a SEPA Determination of Non-Significance on September 1, 2016; and

WHEREAS, the City subsequently provided a copy of the draft 2017 Standards to the Washington State Department of Commerce for review as a development regulation

amendment in accordance with RCW 36.70A.106, whereby the 60 day notice period ended on October 31, 2016; and

WHEREAS, the draft 2017 Standards was posted to the City's website and public comment on the document was requested with notice of the comment period that was mailed to the local development community, Master Builders Association, and Association of General Contractors in addition to being posted to the City's website and advertised in the Peninsula Gateway; and

WHEREAS, the City Council held a public hearing on October 24, 2016, and considered this Ordinance during its regular City Council meetings on October 24, 2016 and November 14, 2016; NOW, THEREFORE,

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

Section 1. GHMC 12.06.100 - Amended. Section 12.06.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.06.100 Financial guarantees.

The owner shall submit financial guarantees as a guarantee of performing the work provided by an approved civil permit and as a guarantee of maintenance of the completed work. Financial guarantees may include bonds, cash set-asides, irrevocable lines of credit, or other types of guarantees accepted by the director and approved by the city attorney. At no time shall the financial guarantee for a civil permit duplicate financial guarantees for the same scope of work. Financial guarantees for stormwater-related work shall be established by the City's Stormwater Management and Site Development Manual. The financial guarantees for a civil permit shall be provided as follows:

- A. Performance Guarantee. Prior to the issuance of a civil permit, the owner of the project shall submit a financial performance guarantee for all work related to the improvements proposed by the civil permit. The guarantee shall be in a form acceptable to the city attorney. The value of the financial performance guarantee shall be 125 percent of the project civil engineer's opinion of probable cost of infrastructure that will be dedicated to the public at the completion of the civil construction, as approved by the director.
- B. Maintenance Guarantee. Prior to release of a performance guarantee(s), the owner of the project shall submit a financial maintenance guarantee for a period of two years from the date of the release of the performance guarantee for all work related to the completed improvements. The guarantee shall be in a form acceptable to the city attorney. The value of the financial maintenance guarantee shall be 15 percent of the project civil engineer's opinion of probable cost of

infrastructure that will be dedicated to the public at the completion of the civil construction, as approved by the director.

Section 2. Chapter 12.08 - Amended. Chapter 12.08 of the Gig Harbor Municipal Code is hereby amended by amending GHMC 12.08.140 and GHMC 12.08.190 to read as follows:

12.08.140 Relocation and protection of utilities.

The permittee shall not interfere with any existing facility without the written consent of the administrative authority and the owner of the facility. If it becomes necessary to relocate any existing facility, such work shall be done by its owner. No facility owned by the city shall be moved to accommodate the permittee unless the cost of such work be borne by the permittee. The cost of moving privately owned facilities shall be similarly borne by the permittee unless other arrangements are made with the owners of the facility. The permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus which may be affected in any way by the excavation work and do every thing necessary to support, sustain, and protect them under, over, along, or across said work. In case of any said pipes, conduits, poles, wire or pipe coating or other encasement or devices or apparatus should be damaged, the permittee shall promptly notify the owners thereof. All damaged facilities shall be repaired and restored to fully functioning status per director approval by the ~~agency or person owning them~~ permittee, and the expense of such repairs shall be ~~charged to~~ borne by the permittee. It is the intent of this paragraph that the permittee shall assume all liability for damage to facilities, and any resulting damage or injury to anyone because of such facility damage and such assumption of liability is a contractual obligation of the permittee. The only exception will be such instances where damage is exclusively due to the negligence of the owning utility. The permittee shall inform itself as to the existence and location of all underground facilities and protect the same against damage.

* * *

12.08.190 Breaking through pavement.

~~A hydra-hammer or similar equipment may be used in breaking up the pavement.~~ Unstable pavement shall be removed over cave-outs and overbreaks, and the subgrade shall be treated as the main trench. Cutouts outside of the trench lines must be parallel to the trench line. The permittee shall not be responsible for the repair or pavement damage existing prior to the excavation.

* * *

Section 3. GHMC 12.16.010 - Amended. Section 12.16.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.16.010 Adopted.

Those certain guidelines and standards entitled "Public Works Standards" for the city of Gig Harbor, published in ~~2014~~ 2017 and adopted by Ordinance No. ~~4273~~ 13xx, are hereby adopted as the official public works standards for use on all development projects within the city of Gig Harbor and shall be used for all development projects located within the city of Gig Harbor's service areas, annexation areas, or planning areas to the extent that the city has the authority to require such guidelines and standards.

Section 4. GHMC 13.28.105 - Deleted. Section 13.28.105 of the Gig Harbor Municipal Code is hereby deleted in its entirety.

Section 5. Chapter 13.08 - Repealed. Chapter 13.08 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Chapter 13.12 - Repealed. Chapter 13.12 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Chapter 13.24 - Repealed. Chapter 13.24 of the Gig Harbor Municipal Code is hereby repealed.

Section 8. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 9. Effective Date. This ordinance shall take effect and be in full force on January 1, 2017 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 28th day of November, 2016.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE: 01/01/2017
ORDINANCE NO.

Grandview Forest Park Laminated Root Rot Analysis July 2016



0 25 50 100 150 Feet



Legend

- Tree Removal Project
- Tree Removal 50ft Buffer
- Fallen Trees
- Fallen Trees 50ft Buffer
- Park Path

