

**AGENDA**  
**GIG HARBOR CITY COUNCIL STUDY SESSION**  
**Thursday, July 13, 2023 – 3:00 p.m.**  
**Community Rooms**

*This meeting may also be accessed through Zoom  
at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering  
Meeting ID 932 1605 6382.*

**CALL TO ORDER/ROLL CALL**

**DISCUSSION ITEMS**

**1. Introduction of Arts Commission Appointee - Madelyn Hunter**

**2. Crescent Creek Park Master Plan / Masonic Lodge**

Parks Manager Jennifer Haro

Documents:

[STAFF MEMO Crescent Creek Park Master Plan.pdf](#)

**3. Cultural Access Program**

City Administrator Katrina Knutson

Documents:

[STAFF MEMO Cultural Access Program.pdf](#)

**4. 2024 Fourth of July Event**

Documents:

[STAFF MEMO Fourth of July Funding.pdf](#)

**5. Flag Display Policy**

City Clerk Josh Stecker

Documents:

[STAFF MEMO Flag Display Policy.pdf](#)

**ADJOURN**

**AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS**

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the City Clerk at [cityclerk@gigharborwa.gov](mailto:cityclerk@gigharborwa.gov) or (253) 853-7613 at least 24 hours prior to the meeting.





PUBLIC WORKS DEPARTMENT

## **MEMORANDUM**

TO: Mayor & City Council

FROM: Public Works Director Jeff Langhelm, P.E.

DATE: July 7, 2023

SUBJECT: Crescent Creek Park Master Plan / Masonic Lodge

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The city has put the Crescent Creek Park Master Plan on hold while the future of the Masonic Lodge is considered. Several Gig Harbor area residents have reached out to councilmembers individually and as a group, as well as to city staff about different ideas for the restoration of the Masonic Lodge.

There are several options for the Crescent Creek Park Master Plan and Masonic Lodge. A combination of options may also be appropriate.

One thing that was mentioned by a few opponents of the demolition of the Masonic Lodge was that Crescent Creek Park should be classified as a Neighborhood Park, rather than a Community Park, as it is currently classified in the PROS Plan. Per the definitions in the PROS Plan, a Neighborhood Park provides recreation for people living within approximately ½ mile of the park. Creating a remodeled building will attract people from long distances (depending on the use), is not conducive to a Neighborhood Park classification.

Options regarding the city's future consideration for the Masonic Lodge include:

1. Approve the contract amendment and move forward with Amendment 1 for \$247,564, bringing the total cost to \$390,634.44.  
Considerations:
  - *Programming (use) of building would need to be decided. Would it need elevators, have a preschool, have a kitchen, etc.?*
  - *Increases master planning costs by factor of almost 3, without any construction, which if performed would be in the millions of dollars.*
  - *Future costs to city taxpayers – construction, building maintenance, staffing, operations.*
2. Keep master plan on hold and let small group of area residents, the majority do not live in city limits, develop a plan, and research costs. Reconvene in 12-18 months to hear proposal  
Considerations:
  - *Circumvents public process that is otherwise typical in master planning*
  - *May be perceived as unfair and not an open process from others who are interested in the park's future.*

- *Future costs to city taxpayers - construction, building maintenance, staffing, operations.*
  - *Although many people or firms could probably do the work cheaper, the city is subject to bidding and contract award requirements, prevailing wage, etc.*
3. Engage the public on future of Masonic Lodge (combination of items below):
- a. Use project contact list, Gig-A-Byte, News Flash and advisory committee to send out a survey specifically about the Masonic Lodge.
  - b. Use FlashVote to send out a survey about the lodge
  - c. Have the parks commission hold a study session with the Crescent Creek advisory committee.
  - d. Have the parks commission hold a public hearing about the Masonic Lodge and master plan.

Considerations:

- *A public hearing would amplify the loudest voices.*
- *FlashVote includes a majority of residents over age 65.*
- *Council will still need to make a decision on how to proceed based on survey results.*
- *Future costs to taxpayers, depending on the outcome.*

At the July 13 study session, staff is asking for guidance on how to proceed with the Crescent Creek Master Plan and the question of the Masonic Lodge.

Attachments:

- HBB Scope & Fee proposal for design of significant remodel for Masonic Lodge (includes Rolluda Architects and PND Engineering)
- HBB Contract Amendment Description for Community Stakeholder Meetings per Exhibits below
- HBB Scope and Fee – Exhibit 1
- Rolluda Architects Scope and Fee – Exhibit 2
- PND Engineers Scope and Fee – Exhibit 3



**HBB Landscape Architecture**  
2101 4<sup>th</sup> Avenue, Suite 1800  
Seattle, WA 98121

206.682.3051 Phone  
206.682.3245 Fax  
www.hbbseattle.com

Date June 21, 2023

Project No. 2022-18

Project Name Crescent Creek Park Master Plan

Amendment No. One

#### Description of Amendment

Provide additional programming, conceptual design, structural analysis to evaluate up to three different strategies for redevelopment or replacement of the Masonic Lodge. Order of magnitude cost estimates will be prepared for the preferred alternative under each strategy. In addition, the master planning documents previous prepared for overall park programming opportunities will be updated based on the final direction for the Masonic Lodge. This Amendment recognizes that architecture and structural subconsultants have spent much of their existing fee for the scope intended to support the master planning process (alternatives, preferred and final plans) in support of the additional scope items requested by the city to further evaluate opportunities for the Masonic Lodge beyond the original level of effort intended. As a result, this Amendment includes additional fees (Task d.) to supplement the remaining architecture and structural work needed to complete the original master planning process for concept alternatives, preferred master plan, and final master plan. See attached exhibits for additional details. Rates and subconsultant staff assigned to the project are also updated per the Exhibits attached.

The tasks proposed to support this effort include:

- Task a. New Structure
- Task b. Major Remodel – Preschool / Assembly
- Task c. Major Remodel – Assembly Only
- Task d. Update Master Planning Process
- Task e. Historic Structures Report (optional)

See the Exhibits attached for additional detail on the scope of work and fees proposed under this Amendment.

The scope and fee proposed is based on the following assumptions:

- Review meetings with the city will be virtual.
- Up to two (2) people – architect and structural engineer – will attend City Council meetings in-person; HBB staff (1 person) will attend virtually.
- No MEP consultant will be included. Costs will be based on existing per square foot data and previous projects related to MEP costs. City will provide cost estimates for recently completed similar renovation project(s) for reference.
- No invasive action will be taken on the existing Masonic Lodge. Structural analysis will still be based on existing visible elements of the structure.
- Geotechnical analysis is not included at this time.

#### Amendment Fee

|                        |                      |
|------------------------|----------------------|
| 1. HBB (Exhibit 1)     | \$ 6,241.00          |
| 2. Rolluda (Exhibit 2) | \$ 112,091.00        |
| 3. PND (Exhibit 3)     | \$ 129,232.00        |
|                        | <b>\$ 247,564.00</b> |

|                                |               |
|--------------------------------|---------------|
| Original Total Contract Amount | \$ 143,070.44 |
| Contract Amendment <u>1</u>    | \$ 247,564.00 |



**HBB Landscape Architecture**  
2101 4<sup>th</sup> Avenue, Suite 1800  
Seattle, WA 98121

206.682.3051 Phone  
206.682.3245 Fax  
www.hbbseattle.com

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|                                  |                      |
|----------------------------------|----------------------|
| <b>New Total Contract Amount</b> | <b>\$ 390,634.44</b> |
|----------------------------------|----------------------|

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|                               |           |
|-------------------------------|-----------|
| New Contract Completion Date: | No Change |
|-------------------------------|-----------|

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The above contract amendment request is beyond the existing scope of work tasks as described in our Agreement dated December 1, 2022 and will be billed at the rates and staff category updates established in the Exhibits to this Amendment. If you have any questions or need clarification regarding the above requested amendment, please call.

Thank you.

Approved By:

HBB Authorized Signature

Vice President

Title

6/21/23

Date

Client's Authorized Signature

Title

Date



**HBB Landscape Architecture**  
2101 4<sup>th</sup> Avenue, Suite 1800  
Seattle, WA 98121

206.682.3051 Phone  
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# Contract Amendment

Date June 28, 2023

Project No. 2022-18

Project Name Crescent Creek Park Master Plan

Amendment No. One

## Description of Amendment

Prepare for and attend community stakeholder meetings in support of the City's outreach process related to the design options being considered for the Masonic Lodge. The City will lead this outreach effort. Consultant time will be limited to one individual from each firm for up to eight (8) hours total for each individual.

See the Exhibits attached for the fees proposed under this Amendment.

## Amendment Fee

|    |                     |    |                 |
|----|---------------------|----|-----------------|
| 1. | HBB (Exhibit 1)     | \$ | 2,280.00        |
| 2. | Rolluda (Exhibit 2) | \$ | 1,834.00        |
| 3. | PND (Exhibit 3)     | \$ | 2,100.00        |
|    |                     | \$ | <b>6,214.00</b> |

|                                |    |                 |
|--------------------------------|----|-----------------|
| Original Total Contract Amount | \$ | 143,070.44      |
| Contract Amendment <u>1</u>    | \$ | <u>6,214.00</u> |

|                                  |           |                   |
|----------------------------------|-----------|-------------------|
| <b>New Total Contract Amount</b> | <b>\$</b> | <b>149,284.44</b> |
|----------------------------------|-----------|-------------------|

|                               |           |
|-------------------------------|-----------|
| New Contract Completion Date: | No Change |
|-------------------------------|-----------|

The above contract amendment request is beyond the existing scope of work tasks as described in our Agreement dated December 1, 2022 and will be billed at the rates and staff categories shown in the exhibits attached. If you have any questions or need clarification regarding the above requested amendment, please call.

Thank you.

Approved By:

HBB Authorized Signature

Vice President

Title

6/28/23

Date

Client's Authorized Signature

Title

Date

|          |                                               |
|----------|-----------------------------------------------|
| Project: | Crescent Creek Park Master Plan - Amendment 1 |
| Client:  | City of Gig Harbor                            |
| Firm:    | HBB Landscape Architecture                    |
| Date:    | 6/28/2023                                     |

| Scope of Work | Principal | PM / LA   | Design    | Production | Contracts Mgmt | Admin    | TASK SUBTOTAL |
|---------------|-----------|-----------|-----------|------------|----------------|----------|---------------|
|               | \$195.00  | \$ 180.00 | \$ 155.00 | \$ 130.00  | \$ 142.00      | \$ 90.00 |               |

|         |                    |                          |  |  |  |  |        |
|---------|--------------------|--------------------------|--|--|--|--|--------|
| TASK 1. | Project Management | no new tasks anticipated |  |  |  |  | \$0.00 |
|---------|--------------------|--------------------------|--|--|--|--|--------|

|         |                            |                          |  |  |  |  |        |
|---------|----------------------------|--------------------------|--|--|--|--|--------|
| TASK 2. | Background & Site Analysis | no new tasks anticipated |  |  |  |  | \$0.00 |
|---------|----------------------------|--------------------------|--|--|--|--|--------|

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|---------|-----------|--------------------------|--|--|--|--|--------|
| TASK 3. | Visioning | no new tasks anticipated |  |  |  |  | \$0.00 |
|---------|-----------|--------------------------|--|--|--|--|--------|

|         |                                               |   |    |   |   |   |   |            |
|---------|-----------------------------------------------|---|----|---|---|---|---|------------|
| Task 4. | Master Plan Alternatives                      | 0 | 12 | 0 | 0 | 0 | 0 | \$2,160.00 |
| 4.5     | Public Outreach #2                            |   |    |   |   |   |   |            |
|         | Stakeholder Meeting Support for Masonic Lodge |   | 8  |   |   |   |   |            |
|         | Written Summary of Stakeholder Meeting(s)     |   | 4  |   |   |   |   |            |

|         |                       |                          |  |  |  |  |        |
|---------|-----------------------|--------------------------|--|--|--|--|--------|
| Task 5. | Preferred Alternative | no new tasks anticipated |  |  |  |  | \$0.00 |
|---------|-----------------------|--------------------------|--|--|--|--|--------|

|         |                           |                          |  |  |  |  |        |
|---------|---------------------------|--------------------------|--|--|--|--|--------|
| Task 6. | Implementation & Adoption | no new tasks anticipated |  |  |  |  | \$0.00 |
|---------|---------------------------|--------------------------|--|--|--|--|--------|

|         |                    |                          |  |  |  |  |        |
|---------|--------------------|--------------------------|--|--|--|--|--------|
| Task 9. | Master Plan Report | no new tasks anticipated |  |  |  |  | \$0.00 |
|---------|--------------------|--------------------------|--|--|--|--|--------|

|          |                                          |                          |  |  |  |  |        |
|----------|------------------------------------------|--------------------------|--|--|--|--|--------|
| Task 10. | Architectural Analysis & Master Planning | no new tasks anticipated |  |  |  |  | \$0.00 |
|----------|------------------------------------------|--------------------------|--|--|--|--|--------|

|          |                     |                          |  |  |  |  |        |
|----------|---------------------|--------------------------|--|--|--|--|--------|
| Task 11. | Structural Analysis | no new tasks anticipated |  |  |  |  | \$0.00 |
|----------|---------------------|--------------------------|--|--|--|--|--------|

|          |                      |                          |  |  |  |  |        |
|----------|----------------------|--------------------------|--|--|--|--|--------|
| Task 15. | ADA Compliance (Site | no new tasks anticipated |  |  |  |  | \$0.00 |
|----------|----------------------|--------------------------|--|--|--|--|--------|

|             |        |            |        |        |        |        |            |
|-------------|--------|------------|--------|--------|--------|--------|------------|
| Total Hours | 0      | 12         | 0      | 0      | 0      | 0      |            |
| Total Cost  | \$0.00 | \$2,160.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,160.00 |

|                       |          |
|-----------------------|----------|
| Reimbursable Expenses | \$120.00 |
|-----------------------|----------|

|                        |            |
|------------------------|------------|
| TOTAL COST OF SERVICES | \$2,280.00 |
|------------------------|------------|

## FEE PROPOSAL

**Project Name:** City of Gig Harbor, Crescent Creek Masonic Lodge

**Prepared By:** Richard Murakami

**Project Contact:** Juliet Vong

**Date:** 6/28/2023

| DESIGN PHASE - Architectural<br>Project Role | Personnel Required |          |    |       |        |       |  |
|----------------------------------------------|--------------------|----------|----|-------|--------|-------|--|
|                                              | Principal          | Princ/PM | PA | D-III | D - II | Admin |  |
| <u>Public Outreach Meetings</u>              |                    |          |    |       |        |       |  |
| Public Outreach Meetings and Prep            |                    | 8        |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |
|                                              |                    |          |    |       |        |       |  |

**SUBTOTAL** \$ 1,769

|                          | Principal | Principal/<br>Project<br>Manager | Project<br>Architect | Designer III | Designer II | Admin   |  |
|--------------------------|-----------|----------------------------------|----------------------|--------------|-------------|---------|--|
| <b>Total Man Hours =</b> | 0         | 8                                | 0                    | 0            | 0           | 0       |  |
| <b>Salary Rates =</b>    | \$232.29  | \$221.07                         | \$118.21             | \$101.16     | \$89.18     | \$82.47 |  |
| <b>Salary Subtotal =</b> | \$0.00    | \$1,768.56                       | \$0.00               | \$0.00       | \$0.00      | -       |  |

**DESIGN SUBTOTAL** \$ 1,769

**Reimbursible:** Mileage, tolls

\$ 65

**DESIGN & REIMBURSABLES TOTAL**

\$ 1,834

| Subconsultants                 |  |        |
|--------------------------------|--|--------|
|                                |  |        |
|                                |  |        |
|                                |  |        |
|                                |  |        |
|                                |  |        |
|                                |  |        |
|                                |  |        |
|                                |  |        |
|                                |  |        |
| Markup 10%                     |  | \$0.00 |
| <b>SUBCONSULTANTS SUBTOTAL</b> |  | \$ -   |

**TOTAL** \$ 1,834

|          |                                               |
|----------|-----------------------------------------------|
| Project: | Crescent Creek Park Master Plan - Amendment 1 |
| Client:  | City of Gig Harbor                            |
| Firm:    | PND ENGINEERS                                 |
| Date:    | 6/28/2023                                     |

| Scope of Work | Senior Engineer VII | Senior Engineer VI | Senior Engineer III | Staff Engineer III | Technician V | Cad Designer VI | TASK SUBTOTAL |
|---------------|---------------------|--------------------|---------------------|--------------------|--------------|-----------------|---------------|
|               | \$ 247.50           | \$ 230.00          | \$ 182.50           | \$ 137.50          | \$ 142.50    | \$ 142.50       |               |

|         |                    |                           |        |
|---------|--------------------|---------------------------|--------|
| TASK 1. | Project Management | No PND effort anticipated | \$0.00 |
|---------|--------------------|---------------------------|--------|

|         |                            |                           |        |
|---------|----------------------------|---------------------------|--------|
| TASK 2. | Background & Site Analysis | No PND effort anticipated | \$0.00 |
|---------|----------------------------|---------------------------|--------|

|         |           |                           |        |
|---------|-----------|---------------------------|--------|
| TASK 3. | Visioning | No PND effort anticipated | \$0.00 |
|---------|-----------|---------------------------|--------|

|         |                          |                           |        |
|---------|--------------------------|---------------------------|--------|
| Task 4. | Master Plan Alternatives | No PND effort anticipated | \$0.00 |
|---------|--------------------------|---------------------------|--------|

|         |                       |                           |        |
|---------|-----------------------|---------------------------|--------|
| Task 5. | Preferred Alternative | No PND effort anticipated | \$0.00 |
|---------|-----------------------|---------------------------|--------|

|         |                           |                           |        |
|---------|---------------------------|---------------------------|--------|
| Task 6. | Implementation & Adoption | No PND effort anticipated | \$0.00 |
|---------|---------------------------|---------------------------|--------|

|         |                                               |   |   |   |   |   |   |            |
|---------|-----------------------------------------------|---|---|---|---|---|---|------------|
| Task 7. | Structural Analysis                           | 8 | 0 | 0 | 0 | 0 | 0 | \$1,980.00 |
| 7.3     | Stakeholder Meeting Support for Masonic Lodge | 8 |   |   |   |   |   |            |

|                |            |
|----------------|------------|
| PND Total Cost | \$1,980.00 |
|----------------|------------|

|                           |          |
|---------------------------|----------|
| PND Reimbursable Expenses | \$120.00 |
|---------------------------|----------|

|                        |            |
|------------------------|------------|
| TOTAL COST OF SERVICES | \$2,100.00 |
|------------------------|------------|

**PND ENGINEERS, INC.  
SEATTLE STANDARD RATE SCHEDULE  
EFFECTIVE FEBRUARY 2023**

|                      |                             |          |
|----------------------|-----------------------------|----------|
| <u>Professional:</u> | Staff Engineer I            | \$110.00 |
|                      | Staff Engineer II           | \$127.50 |
|                      | Staff Engineer III          | \$137.50 |
|                      | Staff Engineer IV           | \$142.50 |
|                      | Staff Engineer V            | \$147.50 |
|                      | Staff Engineer VI           | \$165.00 |
|                      | Senior Engineer I           | \$160.00 |
|                      | Senior Engineer II          | \$170.00 |
|                      | Senior Engineer III         | \$182.50 |
|                      | Senior Engineer IV          | \$192.50 |
|                      | Senior Engineer V           | \$210.00 |
|                      | Senior Engineer VI          | \$230.00 |
|                      | Senior Engineer VII         | \$247.50 |
|                      | Environmental Scientist I   | \$115.00 |
|                      | Environmental Scientist II  | \$137.50 |
|                      | Environmental Scientist III | \$155.00 |
|                      | Environmental Scientist IV  | \$170.00 |
|                      | Environmental Scientist V   | \$187.50 |
|                      | Environmental Scientist VI  | \$197.50 |
|                      | Senior Land Surveyor I      | \$127.50 |
| <u>Surveyors:</u>    | Senior Land Surveyor II     | \$137.50 |
|                      | Senior Land Surveyor III    | \$147.50 |
| <u>Technicians:</u>  | Technician I                | \$65.00  |
|                      | Technician II               | \$95.00  |
|                      | Technician III              | \$105.00 |
|                      | Technician IV               | \$115.00 |
|                      | Technician V                | \$142.50 |
|                      | Technician VI               | \$165.00 |
|                      | CAD Designer III            | \$95.00  |
|                      | CAD Designer IV             | \$110.00 |
|                      | CAD Designer V              | \$132.50 |
|                      | CAD Designer VI             | \$142.50 |



## MEMORANDUM

**DATE:** July 7, 2023  
**TO:** Gig Harbor City Council  
**CC:** Mayor Tracie Markley  
**FROM:** City Administrator Katrina Knutson  
**SUBJECT:** Cultural Access Program

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On May 25 council received a presentation from Harbor History Museum Executive Director Stephanie Lile requesting council support for a cultural access program in Gig Harbor. Cultural access programs are authorized by state law ([RCW 36.160](#)). Through this implementing regulation, counties (or cities, if not enacted by a county) are permitted to create a cultural access program and fund the program through a local sales tax increase of 1/10<sup>th</sup> of 1%. If enacted in Gig Harbor, the city would be responsible for ballot expenditures as well as hiring a staff member to establish and manage the program. It is unclear at this time if this would be a part-time or full-time position.

If enacted, the tax would bring in approximately \$1 million per year in revenue and must be used on cultural or arts programming.

*RCW 36.160.090 (1) A program created under this chapter must provide or continue to provide funding authorized under this chapter only to cultural organizations that provide discernible public benefits. Each program created under this chapter must identify a range of public benefits that cultural organizations may provide or continue to provide in satisfaction of this requirement for eligibility to receive funding authorized under this chapter. The public benefits include, without limitation: Reasonable opportunities for access to facilities, programs, and services on a reduced or no admission fee basis, particularly for diverse and underserved populations and communities; providing, through technological and other means, services or programs in locations other than an organization's own facilities; providing educational programs and experiences both at an organization's own facilities and in schools and other venues; broadening cultural programs, performances, and*

*exhibitions for the enlightenment and entertainment of the public; supporting collaborative relationships with other cultural organizations in order to extend the reach and impact of the collaborating organizations for the benefit of the public; and, in the case of community-based cultural organizations, organizational capacity-building projects or activities that an organization can demonstrate, to the reasonable satisfaction of the designated entity, will enhance the ability of the organization to provide or continue to provide meaningful public benefits not otherwise achievable.*

Prior to July of this year, jurisdictions wishing to implement this program needed to place the measure on the ballot for approval by voters. However, in this most recent legislative session HB 1575 was enacted into law allowing jurisdictions to implement this additional tax in a councilmanic manner (by a vote of council).

Ms. Lile requested that council approve the cultural access program tax in a councilmanic fashion or place it on the November general election ballot for a public vote.

**Request:** Provide direction to staff (options provided):

- 1) Direct staff to bring this forward for councilmanic approval.
- 2) Direct staff to prepare a resolution of support for placement on the November 2023 general election ballot.
- 3) Direct staff to place this on the 2024 workplan for further consideration, analysis, and potential action.
- 4) Direct staff to place this on the 2025-2026 work plan for further consideration.
- 5) Elect not to further consider this matter.



## MEMORANDUM

**DATE:** July 7, 2023  
**TO:** Gig Harbor City Council  
**CC:** Mayor Tracie Markley  
**FROM:** City Administrator Katrina Knutson  
**SUBJECT:** 2024 Fourth of July Event Discussion

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Funding exists in the adopted 2023-2024 biennial budget for a City of Gig Harbor Fourth of July event in 2024, in the amount of \$200,000. The Fourth of July event funding was intended to pay for planning and execution of a community Fourth of July event in 2024 with the intent of the event being downtown and open to the general public.

Considering recent declines in sales tax and development related revenues, staff requests the city council determine if this funding should be expended or if the Council desires to freeze this expenditure.

If the city council chooses to continue in pursuit of this event, city staff have collaborated with the Downtown Waterfront Alliance and would bring a contract forward in August or September so they may begin planning the event.

**Request:** Provide direction to staff regarding the proposed Fourth of July event.



## MEMORANDUM

**DATE:** July 7, 2023  
**TO:** Gig Harbor City Council  
**FROM:** City Clerk Josh Stecker  
**SUBJECT:** Flag Display Policy

At the June 15 city council study session, council discussed options for a flag policy and provided direction to staff to prepare an ordinance adopting a flag display policy for the city. A draft municipal code amendment enrapturng council's direction is attached to this memo.

During the meeting, the idea of installing a second flagpole in front of the Civic Center was discussed. In follow-up conversations with councilmembers, however, it appears the options for displaying flags outdoors were not fully presented.

The current flagpole at the Civic Center has the capacity to fly two flags simultaneously, even at half-mast. This is regularly done on days when the city is required to display the POW/MIA flag underneath the US flag.

Other Washington cities have policies which provide for other flags to be regularly flown underneath the US flag. For example, the cities of Fircrest and Lacey make provision to fly the Pride flag during the month of June with the caveat the pride flag is not flown Flag Day (POW/MIA flag) and Juneteenth (Juneteenth Flag).

State law makes a distinction between the flag poles in front of an agency's primary place of business and other locations. State law requires the POW/MIA flag to fly on specific days in front of the Civic Center, but these rules do not apply to the poles at Skansie Brothers Park and Kenneth Leo Marvin Veterans Memorial Park. The flagpole at Skansie Brothers Park is only able to accommodate the US flag. The flagpole at KLM Veterans Memorial Park can fly two flags and because of its status as a veterans' memorial the city chooses to fly the POW/MIA flag there on days of observance.

Based on the questions brought to staff by councilmembers following the study session, these options are being presented to council before bringing forward an ordinance for first reading.

## Chapter 1.22 FLAG DISPLAYS

### **1.22.010 Intent – Governing law.**

### **1.22.020 Time and occasions for display.**

### **1.22.030 Position and manner of display.**

#### **1.22.010 Intent – Governing law.**

It is the intent of this chapter to provide guidance for the display of the following flags at city owned or operated facilities within the City of Gig Harbor:

- A. The flag of the United States as defined in [4 U.S.C. 1](#).
- B. The National League of Families' Prisoners of War/Missing in Action (POW-MIA) flag as defined in [36 U.S.C. 902](#).
- C. The flag of the state of Washington as defined in RCW [1.20.010](#).
- D. The Pride Flag
- E. The Puyallup Tribe of Indians Flag

No other flags shall be displayed at city owned or operated facilities. All flags shall be displayed in compliance with the flag code as defined in [4 U.S.C. 1](#).

#### **1.22.020 Time and occasions for display.**

- A. The flag of the United States shall be displayed on all days at the following locations:
  - 1. On the flagpole outside of the Civic Center
  - 2. On the flagpole at Skansie Brothers Park
  - 3. On the flagpole at Kenneth Leo Marvin Veterans Memorial Park;
  - 4. On a stanchion in council chambers at Civic Center
- B. The National League of Families' POW-MIA flag shall be displayed along with the flag of the United States on the flagpole outside the Civic Center and on the flagpole at Kenneth Leo Marvin Veterans Memorial Park on the dates designated in RCW 1.20.017. If the designated day falls on a Saturday or Sunday, then the POW-MIA flag will be displayed on the preceding Friday. If the designated day is a city holiday, then the flag will be displayed starting on the last business day preceding the holiday and will be removed on the next business day following the holiday.
- C. The flag of the state of Washington shall be displayed on all days on a stanchion in council chambers
- D. The Pride Flag shall be displayed on a stanchion in council chambers during the month of June.
- E. The Puyallup Tribe of Indians Flag shall be displayed on a stanchion in council chambers during the months of October and November.

#### **1.22.030 Display of Flags at Half-Staff.**

Flags on the flagpole outside of the Civic Center, on the flagpole at Skansie Brothers Park, and on the flagpole at Kenneth Leo Marvin Veterans Memorial Park;

shall be lowered to half-staff in accordance with any direction issued by the governor of the state of Washington, with the provision that the raising and lowering of flags shall occur during regular business hours.

The mayor may direct flags to be lowered to half-staff in recognition of events of local significance.