

AGENDA
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, May 16, 2024 - 3:00 PM
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. **Establishing a Youth Council**
Housing, Health, and Human Services Manager Shea Smiley
2. **Public Works Standards Updates**
Associate Engineer Chloe Wiser
3. **GHMC 5.28 Update - Special Events**
Parks Manager Jennifer Haro
4. **Canterwood-Baker Way Development Sewer Utility Extension Agreement**
Public Works Director Jeff Langhelm

ADJOURN

PUBLIC COMMENT & DECORUM

Public comment will be not be accepted at this study session.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the city clerk at cityclerk@gjgharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.



Establishing a Youth Council in Gig Harbor

Johanna Lundahl, Johanna Miller,
Becca Schrack



Agenda

- Background
- Literature Review
- Case Studies
- Evaluation Criteria
- Recommendations
- Questions

About Gig Harbor

The City of Gig Harbor is interested in establishing a youth council to learn:

1. How to better support youth
2. What youth would like to see from the city
3. How policies are affecting youth
4. What policy changes could improve the lives of youth

Preferred program scope prioritizes service projects, community engagement, and advisory capacities.

Program Goals

Early program goals

- To encourage sustainable youth involvement in government and amplify the diversity of youth voices in and around Gig Harbor, in a way that's accessible to youth regardless of residency within the city limits.

Intermediate program goals

- To establish the youth council with a stable internal structure that provides opportunities to build upon early successes in order to grow their role over time.

What the literature says

Goals of youth councils

- Address specific issues relating to or directly impacting youth
- Civic engagement, youth empowerment, and leadership skills building
- Include youth perspectives in decision-making

Activities

- Leadership skills development
- Community assessments
- Service projects
- Education and prevention
- Teen-focused activities

What the literature says

- Admin Structure & Support

- Proximity to decision makers
- Adult supervisor or program manager

- Membership Requirements

- Age, residency, or school district affiliation
- Lower barriers to entry = more representative of youth population

- Membership Requirements

- 50% of youth councils have an annual budget of <\$5,000. Dependent upon council size, snacks, swag, projects, and activities.

- Member Expectations

- Monthly meetings throughout school year
- Commitment of 2-8 hrs/month
- Attendance, participation, and community norms defined in member handbooks
- Internal or external leadership positions

- Recruitment

- Outreach for recruitment of members typically conducted by school district connections, current council members, or the program manager

What the literature says

Challenges and barriers

- Accessibility
 - Transit
 - Life events and developmental milestones
- Community representation
 - Additional work to ensure representation from marginalized communities
- Power sharing with adults
 - “Adultism”

- Lack of role clarity or support
 - Avoid ‘tokenistic’ form of participation
- Council sustainability
 - Who is leading the effort?

Impacts

- Policy impacts
- Personal growth and experiential learning

Washington state youth councils: Kirkland

- Established in 1995
- 40 members
- Activities Include:
 - Annual youth summit
 - Service projects
 - Video projects
 - Mini grant program
 - Informational reports to city manager



Washington state youth councils: Tacoma

- Established in 2019
- 30 members
- Activities include:
 - Annual youth summit
 - Service projects
 - Informational reports to city council



Washington state youth councils: Auburn

- Established in 2013
- Less than 10 members
- Activities include:
 - National League of Cities summit
 - Town hall meetings
 - Civic engagement
 - Informational reports to city council



Washington state youth councils: Lakewood

- Established in 2008
- 27 members
- Activities include:
 - Annual youth summit
 - Volunteerism
 - Service and youth engagement projects
 - Informational reports to city council



Evaluation Criteria

Efficiency

- Staff time
- Program budget

Sustainability

- Stability within the council
- Immediacy of impact

Equity

- Diversity within the council
- Recruitment strategies
- Council accessibility
- Participation opportunities

Recommendations

- Set target for medium-sized council, 18-25 members
- Set an age limit of 7th-12th grade
- Allow any association with Gig Harbor
- Opt for an open application process with staff-led outreach in schools
- Design and adhere to an internal organizing structure
- Convene at City Hall each month, exploring transportation support and offering virtual options for meetings
- Set aside an annual budget for youth council activities
- Convene the council with an initial project in mind

PIERCE COUNTY YOUTH COUNCILS

LAKEWOOD *Youth Council*

- Staff assigned = 1
- Budget = \$5000
- Staff Time = 10 hrs a month
- Meeting Frequency = 2x a month during the school year.
- Open to all youth 9-12th grade in Lakewood.

LACEY *Youth Council*

- Staff assigned = 1
- Budget = \$5000 *requesting an increase in budget this year \$8000-10,000.*
- Staff Time = 30% of their time
- Meeting Frequency = 2x a month during the school year
- Open to all youth 9-12th grade in Lacey.

TACOMA *Mayor's Youth Council*

- Staff assigned = 2
- Budget = \$10,000+
 - Sponsorships
 - Partners (ex: food)
 - Private donors
- Staff Time = varies depending on the time of year
- Meeting Frequency = 2x a month year round.
- Open to all youth 6-12th grade in Tacoma.

Council Discussion:

- Would you like for staff to move forward with a youth council?
- Are there models that you would like to replicate?
- Additional information Council would like?



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 16, 2024

SUBJECT: Public Works Standards Updates

SUBMITTED BY: Associate Engineer Chloe Wiser

DEPARTMENT: Public Works

PHONE: (253) 853-8182

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: Staff has been compiling edits, comments, and changes to be made to the Public Works Standards (PWS) for several years in anticipation of an update. This project was listed in the 2023-2024 budget under the Street Operations Fund. The PWS consists of five chapters dictating city standards on transportation, stormwater, water, and wastewater. The Public Works Standards were fully updated most recently in 2016. The transportation chapter was updated in 2018, with the other chapters remaining unchanged. Each PWS chapter has text and standard detail (drawing) sections. It is staff's goal to clarify the Public Works Standards as much as possible and make it easier to interpret for developers. Public Works will be working closely with Community Development during the review process of the standards.

At the May 16 study session, staff will present a progress report on the PWS updates and ask for council feedback on any items they would like addressed.

FISCAL CONSIDERATION: This project was listed in the 2023-2024 budget under the Street Operations Fund.

ATTACHMENTS: None

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 16, 2024

SUBJECT: GHMC 5.28 Update - Special Events

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: Special events are an important part of civic life in Gig Harbor. Events such as the Maritime Gig Festival, Paddler's Cup, Pride, Race for a Soldier, private weddings and birthday parties that are held on city property are considered special events per GHMC 5.28. However, there has been some need to clarify the definitions and what is allowed as part of a special event.

The city has had feedback that allowing only two hours for a special event at Skansie Park such as a wedding, is not adequate. Other events that are open to the public are currently also prohibited from offering an event lasting more than two hours. The proposed code revisions would allow time periods longer than two hours for events that are open to the public.

This proposed code revision attempts to clear up some of the confusion, while also allowing previous events to continue that may not have previously complied with code requirements.

The proposed code changes have been reviewed by several public works staff, the city clerk and the police chief. The parks commission reviewed the proposed code amendments at their May 1 meeting and recommended approval.

Staff is requesting discussion of the proposed changes and direction to proceed with potential adoption of an ordinance that would change this section of municipal code.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Chapter 5.28 Code revisions_CC study session

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 3 - Maintain small town character and historic preservation while growing responsibly
Strategic Plan Priority 5 - Promote and enhance a dynamic and robust economy

Chapter 5.28

SPECIAL EVENTS

Sections:

- 5.28.010 Purpose and intent.**
- 5.28.020 Definitions.**
- 5.28.030 Permit – Required.**
- ~~**5.28.040 Permit – Application – Fee.**~~
- 5.28.050 Permit – Application – Contents.**
- 5.28.060 Permit – Application – Filing period.**
- 5.28.070 Costs of cleanup.**
- 5.28.080 Insurance required.**
- 5.28.090 Permit – Issuance standards.**
- 5.28.100 Traffic control.**
- 5.28.105 Alcoholic beverages.**
- 5.28.108 Smoking.**
- 5.28.110 Appeal procedure.**
- 5.28.120 Permit – Revocation.**
- 5.28.130 Violation – Penalty.**
- 5.28.140 Businesses participating in a special event.**
- 5.28.150 Skansie Brothers Park, Eddon Boat Park, and Ancich Waterfront Park.**
- 5.28.160 Special expressive events.**

5.28.010 Purpose and intent.

A. The purpose of this chapter is to provide reasonable supervision of any movement of persons, or vehicles or boats within the limits of the city by way of runs, parades, street dances, special events, or other demonstrations or exhibition, for the protection of persons and property.

B. The intent of this chapter is to allow sponsorship of special events on public thoroughfares and public waterways, and to provide guidelines that protect the public's health, safety, and welfare. (Ord. 1385 § 2, 2018; Ord. 1221 § 1, 2011; Ord. 429 § 1, 1983; Ord. 427 § 1, 1983).

5.28.020 Definitions.

A. "Applicant" means "Sponsor" or "Sponsoring Organization".

A. "Normal park/regular park usage" means those legal ~~active and passive~~ recreational uses for which the public park is maintained by the city for public use, not requiring a special event permit under this section, including, but not limited to, picnics, ~~throwing Frisbee~~playing catch, sunbathing, game playing, etc. (Ord. 1385 § 3, 2018; Ord. 1221 § 2, 2011; Ord. 427 § 2, 1983).

B. Other Event – For Profit. Such events are limited to no more than one per month per park. No events will be allowed that are designed for the primary purpose of selling products. A "for-profit" event includes all events where a business entity intends to make a profit from the event on public property. This includes all special events managed, planned or overseen by a business or commercial entity.

C. "Other Event – Not for Profit" means a special event organized or put on by a nonprofit organization, company or group of people and is open to the public.

D. "Other Event – Private" means a special event held in a park or public space that is not open to the public, such as a wedding, party, or fundraising event.

E. "Parade" means any march or procession consisting of people, animals, bicycles, vehicles, or combination thereof, except wedding processions and funeral processions, upon any public street or sidewalk which does not comply with normal and usual traffic regulations or controls.

F. "Run" means an organized procession to contend in a race consisting of people, bicycles, or other vehicular devices or combination thereof containing 25 or more persons upon a public street or sidewalk.

G. "Special event" means any event expected to cause a public gathering that is not part of the normal usage or course of business at the location. ~~A special event may include~~ing, but is not limited to any parade, run, street dance, or other demonstration and exhibition to include on-water activities on public property (including public tidelands and aquatic lands). ~~Examples of special events include, but are not limited to,~~ weddings, funerals, festivals, concerts, walks/runs, free speech/demonstration, and uses/activities that impact regular park operations or normal park usage.

H. "Special event – city-sponsored" is an event that the city contributes funding toward or provides staff support before, ~~or~~ during, and/or after the event.

I. “Special event – public” or “public special event” is an event organized by a nonprofit, agency or group that is not affiliated with the city, but is open to the public.

J. “Special expressive event” means a special event organized primarily to convey ideas, opinions, or thoughts through words or conduct. Examples of special expressive events include political demonstrations and/or rallies, picketing, and similar types of free speech or conduct typically given a higher level of constitutional protection than commercial speech.

K. “Sponsor” or “Sponsoring Organization” is the entity or entities hosting the event that requires a special event application and shall also be considered the “applicant”.

K. “Street” or “streets” mean any public roadway, sidewalk, or portions thereof in the city of Gig Harbor dedicated to the public use.

L. “Street dance” means any organized dance of three or more couples on any public street, public sidewalk, or publicly owned parking lot.

M. “Weekend” for the purposes of this section chapter means Fridays, Saturdays, and Sundays.

5.28.030 Permit – Required.

No person shall engage in, participate in, aid, form or start any special event, unless a permit has been obtained from the city administrator or their designee. A permit is required if the event meets the standard set forth in GHMC 5.28.020(C) and/or if the event will have 30 or more people. Additionally, if an event includes the need for tents, amplified sound, stages, generators, vendor booths, involves public promotion of event or collection of money, a special event permit is required. Additionally, any activity that impacts regular traffic circulation and park operations will require a special event permit. When otherwise not specified by this code, ~~T~~he city administrator or their designee has authority to determine when a permit is required. (Ord. 1385 § 4, 2018; Ord. 1221 § 4, 2011; Ord. 1165 § 1, 2009; Ord. 427 § 3, 1983).

5.28.040 ~~Permit – Application – Fee.~~

~~There shall be paid by the sponsor(s) at the time of application a nonrefundable fee for each special event (or approved series of not-for-profit special events) as follows:~~

~~A. City event: \$0.00.~~

~~1. Events held by city leaseholders shall be considered a "city-sponsored event,"~~

~~B. City co-sponsored event: \$50.00.~~

~~C. Other event – Not for profit: \$150.00.~~

~~D. Other event – For profit: \$500.00. (Ord. 1385 § 5, 2018; Ord. 1221 § 4, 2011; Ord. 1165 § 2, 2009; Ord. 427 § 4, 1983).~~

5.28.050 Permit – Application – Contents.

Applications for a special events permit shall include, but not be limited to:

- A. Name and address of applicant;
- B. Date and time of event;
- C. Name of sponsoring organization;
- D. Probable number of participants;
- E. Route(s) to include starting point and termination;
- F. Required access to public rights-of-way;
- G. Location of assembly areas;
- H. Copy of liability insurance coverage;
- I. Security and traffic control provisions;
- J. Emergency medical provisions;
- K. A clean-up plan;
- L. Hold harmless agreement that removes all liability from the city;
- M. List of all participating vendors;

N. Proposed site plan of event. (Ord. 1385 § 6, 2018; Ord. 1165 § 3, 2009; Ord. 427 § 6, 1983).

5.28.060 Permit – Application – Filing period.

A. A complete application for a special events permit shall be filed with the city administrator or their designee not less than 60 days nor more than 365 days before the date on which the event will occur. Applications that are requesting a road closure must be submitted not less than 90 days before the event date. Applications received with less than 60 days until the event will not be reviewed and will be disapproved, with the following exceptions:

1. Applications for events that are scheduled or rescheduled with less than 60 days' notice due to a public health directive or declaration of a state or local emergency may be approved at the discretion of the city administrator or their designee.
2. Applications for special expressive events received with less than 60 days' notice shall be reviewed in accordance with the other provisions of this chapter.

B. The city administrator or their designee shall notify the applicant in writing of approval or disapproval, no later than 20-30 days following the date of the application. (Ord. 1461 § 1, 2021; Ord. 1385 § 7, 2018; Ord. 1326 § 1, 2015; Ord. 1221 § 5, 2011; Ord. 1165 § 4, 2009; Ord. 427 § 5, 1983).

5.28.070 Costs of cleanup.

In the event a sponsoring organization fails to adequately provide cleanup in accordance with the plan submitted under GHMC [5.28.050\(K\)](#), the city will conduct the necessary cleanup and bill the sponsoring organization for such costs. The sponsoring organization must make payment to the city upon receipt of the city's invoice for such costs. (Ord. 1385 § 8, 2018; Ord. 1165 § 5, 2009).

5.28.080 Insurance required.

A. The applicant shall show proof of liability insurance with primary coverage limits of: \$1,000,000 general aggregate (per event); \$1,000,000 products aggregate (if food and/or

beverage vending is part of the event); \$250,000 personal and advertising injury; \$50,000 each occurrence; \$50,000 fire legal liability; and \$50,000 damage to premises rented for seven or fewer days.

B. A ~~specimen copy~~certificate of insurance listing the name and inclusive dates of the event shall be filed with the application, and shall name the city of Gig Harbor as an additional named insured for the event, including a provision prohibiting the cancellation of said policy except upon at least 30 days' prior written notice to the city.

~~C. If alcohol is permitted and being served, the applicant must obtain a license from the Washington State Liquor Board and provide a minimum of \$1,000,000 liquor liability coverage. (Ord. 1221 § 6, 2011; Ord. 1165 § 6, 2009; Ord. 427 § 8, 1983).~~

5.28.090 Permit – Issuance standards.

After application and departmental review, the city administrator or their designee may issue a special events permit unless:

- A. The time, route, and size will unreasonably disrupt the movement of other traffic contiguous to the route;
- B. The size or nature of the event requires the diversion of so great a number of city staff and/or police officers of the city that police protection or city services to the remainder of the city is unreasonably diminished;

C. The applicant failed to remit all customary and reasonable fees, insurance documents, application materials or bonds;

D. The event exceeds five consecutive days of occurrence, except city-sponsored special events can exceed five consecutive days;

~~E. In the case of an application for an “other event – for profit” event, a “for-profit” event has already been scheduled in the month requested or the city administrator or their designee determines a primary purpose of the event is to sell products. There is another event already scheduled at the same location, or the new event would violate the special restriction in GHMC 5.28.150.~~

(F. The city administrator or their designee determines the primary purpose of the event is to sell products.

Ord. 1385 § 9, 2018; Ord. 1221 § 7, 2011; Ord. 432 § 1, 1983; Ord. 427 § 10, 1983).

5.28.100 Traffic control.

A. The chief of police may require any reasonable and necessary traffic control. If such traffic control cannot be handled by the sponsor and shall require the deployment of additional police personnel, the permittee shall be responsible for the expense. The chief of police or his designee shall notify the applicant(s) of the actual projected expense.

~~B. If a special event constitutes a road closure, request for such closure must be submitted in the special event application no less than 90 days prior to the event.~~ Road closure requests for special expressive events with less than 90 days' notice shall be reviewed in accordance with the other provisions of this chapter.

C. Special events that are not city-sponsored and require a road closure and/or reserving or blocking off public parking spaces shall also require a temporary encroachment permit application to be submitted.

C. If a special event requires reserving or blocking off public parking spaces, a temporary encroachment permit application shall be submitted with the special event permit application.

~~CD.~~ Road closure requests not associated with a ~~city or~~ city-sponsored special event must also receive approval from the chief of police ~~in consultation with the city administrator~~. This requirement does not apply to special expressive events.

~~DE.~~ Events with grandfathered road closure approvals are: Maritime Gig Festival, Beatnik's Concert, National Night Out, Trick or Treat, PAL Arts Festival, Turkey Trot and Race for a Soldier.

~~EF.~~ Roads that may not be closed: Olympic Drive, Point Fosdick Drive, 56th Street, Soundview Drive (between Olympic Drive and Grandview Street), Stinson Avenue (between Pioneer Way and Rosedale), Borgen Boulevard (between Burnham Drive and Harbor Hill Drive), Wollochet Drive, 38th Avenue (between 56th Street and Hunt Street), Skansie Avenue (between 72nd Street and Rosedale Street), and Rosedale Street (between Skansie Avenue and 54th Avenue).

~~FG.~~ Harborview Drive may not be closed more than once per calendar month for special event purposes. (Ord. 1486 § 6, 2022; Ord. 1461 § 2, 2021; Ord. 1385 § 10, 2018; Ord. 1221 § 8, 2011; Ord. 427 § 9, 1983).

5.28.105 Alcoholic beverages.

Consumption of alcohol is illegal on public property ~~and n-~~No special event shall allow the sale or consumption of alcoholic beverages ~~except as follows:-~~

~~A. The only exceptions to this rule is wW~~here the city leases a structure to a tenant. ~~In those instances, and~~ their approved lease ~~may allow~~s consumption of alcoholic beverages for approved events ~~within the leased structure~~. Lessees shall not permit drinking alcohol outside of leased structure. Lessee must also must obtain a license from the Washington State Liquor ~~and Cannabis~~ Board and provide a minimum of \$1,000,000 liquor liability coverage.

~~B.~~ Locally produced alcohol sales are allowed at farmers' market special events. No consumption is allowed. (Ord. 1385 § 11, 2018).

5.28.108 Smoking.

Smoking (including vaping) is not permitted during special events. (Ord. 1385 § 12, 2018).

5.28.110 Appeal procedure.

Upon denial of a permit by the city administrator or their designee, an applicant may appeal to the city council by filing a written notice of appeal for hearing by the city council ~~at five days in advance of~~ its next meeting. Upon such appeal, the city council may reverse, affirm, or modify the administrator's determination. (Ord. 1385 § 13, 2018; Ord. 1221 § 9, 2011; Ord. 427 § 11, 1983).

5.28.120 Permit – Revocation.

The city administrator or their designee shall have the authority to revoke a permit upon application of the standards for issuance as herein set forth. The city administrator or their designee shall also have the authority to revoke a permit if an event cannot be held due to a public health directive or declaration of a state or local emergency. If a permit is revoked due to a public health directive or other emergency measures, the application fee shall be refunded to the applicant. In the event of revocation, the city administrator or their designee shall notify the permittee of the revocation, in writing, as soon as reasonably possible. (Ord. 1461 § 3, 2021; Ord. 1385 § 14, 2018; Ord. 1221 § 10, 2011; Ord. 427 § 12, 1983).

5.28.130 Violation – Penalty.

Violation of any portion of this chapter is an infraction and subject to a penalty of \$1,000 as provided in GHMC [1.16.010\(D\)](#). (Ord. 1385 § 15, 2018; Ord. 460 § 2, 1985; Ord. 427 § 13, 1983).

5.28.140 Businesses participating in a special event.

~~A.~~ When two or more businesses temporarily gather for a special event under the direction and supervision of a nonprofit organization, only one special events permit shall be required. The sponsoring nonprofit organization shall be responsible for obtaining the permit.

~~B. A special events permit shall not exceed five consecutive days.~~ (Ord. 1165 § 7, 2009; Ord. 424 § 1, 1983; Ord. 400 § 15, 1982. Formerly 5.16.105).

5.28.150 [Special Restrictions](#) - Skansie Brothers Park, Eddon Boat Park, and Ancich Waterfront Park.

A. During the months of May through September, no more than two weekend special events shall be permitted per calendar month at [each Park](#): Skansie Brothers Park, Eddon Boat Park, and Ancich Waterfront Park. City-sponsored events, ~~events required~~ [approved by a lease](#)

agreement, and special expressive events do not count toward the limit of two weekend special events.

B. At Eddon Boat Park, special events shall be limited to a maximum of 30 people for the entire park area, excluding the Boat Yard Building.

C. Skansie Brothers Park may be reserved for periods of ~~120 minutes~~four hours maximum. All setup and cleanup must be completed within the ~~120-minute~~four-hour event limit. City-sponsored events, public special events and special expressive events are not subject to the ~~120-minute~~four-hour event limit ~~but require-~~ aAn application must be submitted ~~for this rental~~.

D. The view platform at Skansie Brothers Park shall not be reserved for special events. (Ord. 1461 § 4, 2021; Ord. 1432 § 1, 2019; Ord. 1416 § 1, 2019; Ord. 1385 § 16, 2018).

5.28.160 Special expressive events.

When a special expressive event permit is sought, the following exceptions shall apply:

A. Where the event will not require temporary street closures or other special provisions, no fee shall be required for processing the permit.

B. The insurance requirements of GHMC 5.28.080 GHMC may be waived by the city administrator or their designee; provided, that the event organizersponsor has filed with the application a verified statement that ~~he or she~~the sponsor intends the event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of the First Amendment expression. (Ord. 1385 § 17, 2018).

The Gig Harbor Municipal Code is current through Ordinance 1515, passed July 10, 2023.

Disclaimer: The city clerk's office has the official version of the Gig Harbor Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofgigharbor.net](http://www.cityofgigharbor.net)

[Hosted by Code Publishing Company, A General Code Company.](#)

DRAFT



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: May 16, 2024

SUBJECT: Canterwood-Baker Way Development Sewer Utility Extension Agreement

SUBMITTED BY: Public Works Director Jeff Langhelt

DEPARTMENT: Public Works

PHONE: (253) 853-7620

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: The city is authorized, pursuant to RCW [35.67.310](#) to provide sewer service to properties outside the city limits. However, the city's provision of such service is not mandatory if the city does not have capacity.

When the city's sewer treatment plant was built the capacity of the plant was designed to handle the total area within the city's corporate limits and the urban growth area (UGA) based on the maximum allowed density provided in the city's Comprehensive Plan.

When a property wishes to connect to city sewer, and they live outside city limits, but within the UGA, they may apply to the city for a utility extension. This extension could be anything from a single side sewer connection to a complete sewer conveyance system extension.

The city currently has a request for a sewer utility extension agreement for consideration. The city previously received a utility extension agreement request for this property from a different ownership in the past. The past agreement was never completed and the new owner, Rush Development, is now applying for a sewer conveyance system extension to 112 proposed multifamily residential apartments located in Canterwood. A location map and draft agreements for the request are attached for your review.

At the May 16 study session, staff will discuss the specific details of the proposed sewer agreement and answer any questions on this agreement.

FISCAL CONSIDERATION: No financial expenditures are required by the city to enter into this agreement.

ATTACHMENTS:

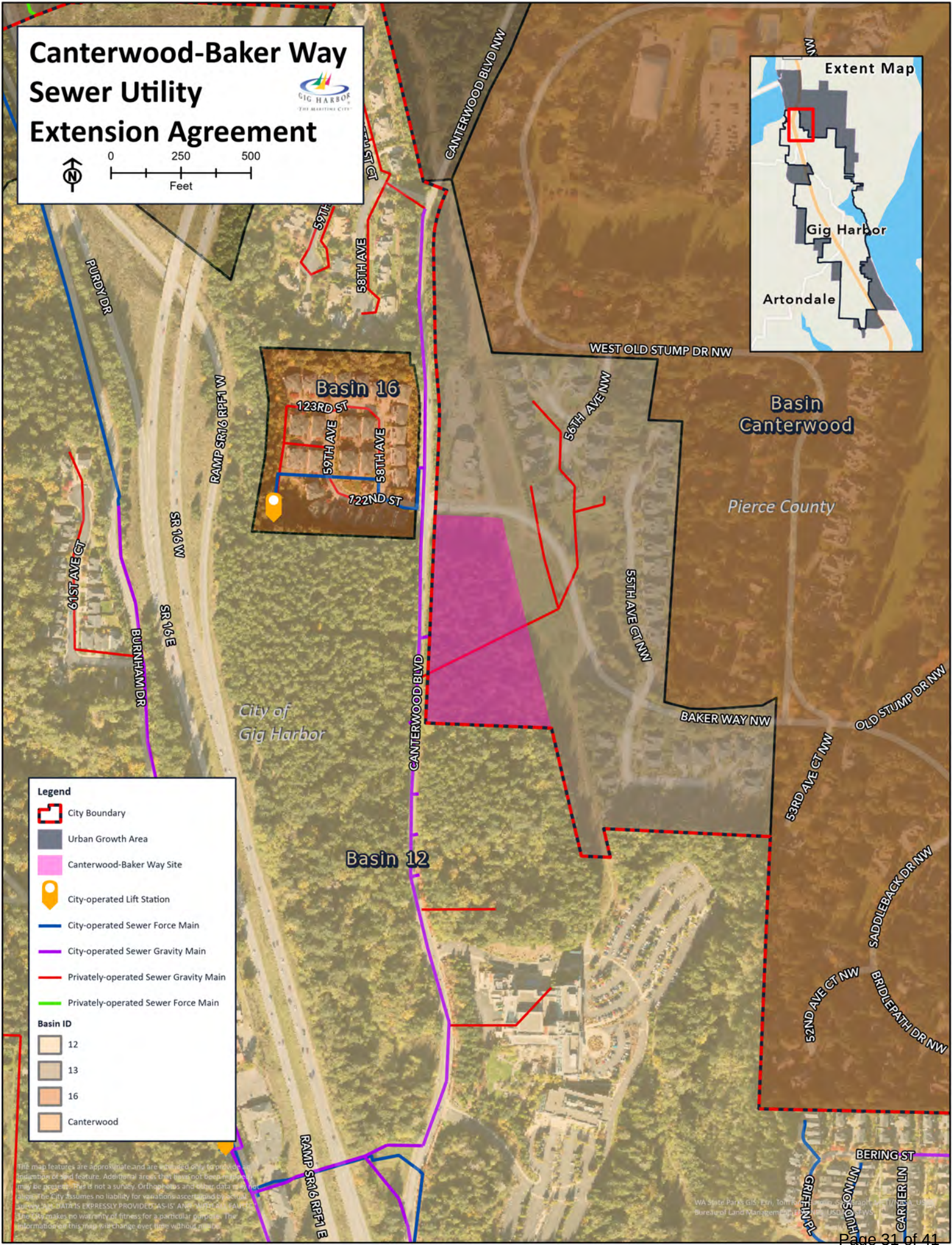
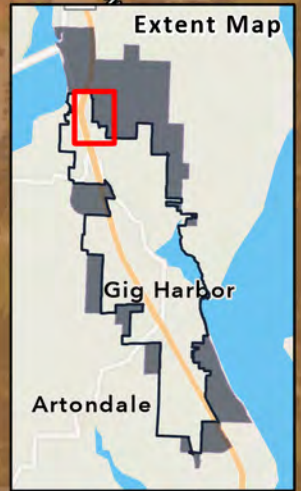
1. Canterwood-Baker Way Map
 2. 2024-04-30 CANTERWOOD-BAKER SEWER UEA
-

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2- Ensure sustainable future for public services and facilities

Canterwood-Baker Way Sewer Utility Extension Agreement



0 250 500
Feet



Legend

- City Boundary
 - Urban Growth Area
 - Canterwood-Baker Way Site
 - City-operated Lift Station
 - City-operated Sewer Force Main
 - City-operated Sewer Gravity Main
 - Privately-operated Sewer Gravity Main
 - Privately-operated Sewer Force Main
- Basin ID**
- 12
 - 13
 - 16
 - Canterwood

The map features are approximate and are intended only to provide a general impression of the project. Additional areas that have not been mapped may be present. This is not a survey. Orthorectified and other data are not subject to City's assumptions of liability for verification and accuracy. The City of Gig Harbor expressly provides "AS-IS" and does not warrant or make any warranty of fitness for a particular purpose. The information on this map may change over time without notice.

WA State Parks GIS Data, 2016
Bureau of Land Management, 2016

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

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

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

Rush Development

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

City of Gig Harbor

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

Lots 2 and 3, Canterwood Division Eleven, Phase 2, recorded under recording number
200904235002, records of Pierce County, Washington.

Assessor's Property Tax Parcel or Account Number: 3001200020 & 3001200030

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

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

THIS AGREEMENT is entered into this _____ day of _____, 2024, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Rush Development, a WA Profit Corporation (the "Owner").

RECITALS

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

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

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

WHEREAS, on May 27, 2024, the City Council held a Council meeting on this Utility Extension Capacity Agreement; NOW, THEREFORE,

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

TERMS

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Baker Way NW (street or right-of-way) at the following location: 5726 & 5730 Baker Way NW, Gig Harbor WA, 98332.

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system 112 ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must

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first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner agrees to pay the City within 30 days of City Council approval of this Agreement and prior to the Mayor's execution of this agreement the sum of \$ 242,928.00, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years from the date of the Mayor's execution.

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

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

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

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

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

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

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

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Attorney;

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

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

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

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

11. Annexation.

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

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

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the

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property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

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

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

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

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

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

**Extension of public Sanitary Sewer Gravity Main from Canterwood Blvd into the
Canterwood-Baker Way Development, located at 5726 & 5730 Baker Way, Gig Harbor, WA
98332**

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

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

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Owner.

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

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

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

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

TO THE CITY:

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

TO THE OWNER:

Rush Development
6622 Wollochet Drive
Gig Harbor, WA 98335

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

DATED this _____ day of _____, 2024.

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of

Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lots 2 and 3, Canterwood Division Eleven, Phase 2, recorded under recording number 200904235002, records of Pierce County, Washington.

**EXHIBIT B
PROPERTY LOCATION MAP**

