

AGENDA
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, September 26, 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. **Skansie Netshed Foundation Lease Revision Request**
Parks Manager Jennifer Haro
2. **Municipal Code Changes Related to Downtown Parking Standards**
Senior Planner Jeremy Hammar
3. **Automated License Plate Readers (ALPR) Policy Update**
Chief of Police Kelly Busey

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.



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

Meeting Date: September 26, 2024

SUBJECT: Skansie Netshed Foundation Lease Revision Request

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: The Skansie Netshed has been closed this season due to the stabilization, roofing and painting project that the city has been working on over the summer. With the anticipated reopening of the Netshed for regular use, there are some changes to the lease that the Skansie Netshed Foundation (SNF) is requesting.

Programming hours. The current lease requires 600 hours of public programming by the SNF in exchange for their lease rate of \$1/year. In staff's opinion, this requirement has not been met. However, there is not a provision in the current lease for accounting for hours where the Netshed is open to the public, with volunteer docents available to talk to visitors and explain the exhibits to them, or teach them about Croatian immigrants and fishing culture. The SNF is proposing a lease adjustment to be able to apply three minutes per visitor toward programming hours.

At the September 26 study session, staff will summarize the lease amendment requests and ask for any suggested edits. It will then be placed on a regular meeting agenda for October.

Insurance. The floors of the historic building are uneven and have some holes, gaps, etc. Due to it being listed on the local and national historic registers, permanent alterations can't be made. There was a trip and fall insurance claim made in August 2022, that the city's insurance provider (RMSA) denied. As a result, the Skansie Netshed Foundation's insurance paid the claim, and their insurance was subsequently canceled. RMSA found, in their denial, that the uneven flooring was out in the open and obvious in nature since it was an historic building.

The SNF is proposing a special conditions addendum for any claim arising out of the condition of the building. If a claim is caused by negligence of the SNF or a display or artifacts, they would be the responsible party. RMSA has provided language that would support this, which is included in the draft lease amendment.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Netshed Lease - Amendment 4

2. Skansie Netshed Lease - Skansie Netshed Foundation 10-26-15 exp 2035
3. SNF Insurance & Programming Memo 4-2024.docx-1
4. SNF Programming Clarification-1

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

**FOURTH AMENDMENT
TO
LEASE AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND
SKANSIE NETSHED FOUNDATION**

THIS FOURTH AMENDMENT to the Lease Agreement between the City of Gig Harbor and the Skansie Netshed Foundation entered into on October 27, 2015, is made and entered into as of the date signed below by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "Lessor"), and the SKANSIE NETSHED FOUNDATION, a Washington nonprofit corporation ("Lessee"), collectively referred to as the "parties."

RECITALS

WHEREAS, the Lessor currently leases to the Lessee the property located at 3207 Harborview Drive, Gig Harbor, Washington, which includes the building commonly known as the Skansie Netshed. This lease is memorialized in the Lease Agreement dated October 27, 2015 (the "Lease Agreement").

WHEREAS, the calculations for public programming in the lease do not address times where the Netshed is open for the public to walk through and learn about the Netshed and local fishing heritage; and

WHEREAS, the Lessor wishes to account for time that volunteer docents speak to visitors informally during the Netshed's open hours; and

WHEREAS, the lease was amended on January 17, 2020 to allow the Skansie Netshed Foundation use of the basement of the Skansie House for storage; and

WHEREAS, the lease was further amended on April 19, 2023, to allow for the consumption of alcohol at public fundraising events at the Netshed; and

WHEREAS, the lease was further amended on November 27, 2023 to hold harmless the Skansie Netshed Foundation for any claims that happen during city events where they city uses the Skansie Netshed, such as the Christmas Tree Lighting event; and

WHEREAS, the Netshed wishes to not be held liable for claims for incidents that occur as a result of the condition of the building; and

WHEREAS, after consultation with the Lessor's insurer, the Lessor would like to indemnify and hold harmless the Lessee if claims arise because of the condition

of the Skansie Netshed that are not caused by displays or actions of Skansie Netshed Foundation members or volunteers; and

WHEREAS, the Lessor will work with the Lessee and Lessor's insurer to provide signage warning of the condition of the floor prior to opening to the public.

NOW, THEREFORE, in consideration of the mutual promises below, the parties hereby amend the Lease as follows:

AMENDMENTS

Section 4. Use. Section 4 shall be amended as follows:

4. Use.

A. Lessee shall commit to a minimum of 300 hours of programming in the first full calendar (January 1 through December 31) year and a minimum of 400 hours of programming, the second full calendar year and a minimum of 600 hours per calendar year thereafter. One hour equals one hour of programming for one participant. During open hours, Lessee may calculate three minutes per visitor toward programming hours. The purpose of the programming is to pursue for the public's benefit the interpretation of historic and contemporary commercial fishing family cultural heritage. Activities shall include, but not be limited to, any combination of three or more of the following maritime heritage programs (free or for a fee), unless the City otherwise approves other activities.

1. The construction, repair and restoration of commercial fishing gear and equipment, both historic and contemporary in nature. (Some activities, like net construction and the loading and unloading of objects may periodically go beyond the confines of the building described in this lease.)
2. Public presentations (e.g. skills demonstrations, oral histories, documentaries, guest presenters, visiting cultural tradition bearers and artisans)
3. Heritage tourism. Lessee agrees to explore the possibility of conducting tours aboard historic fishing vessels of Gig Harbor and/or surrounding areas.
4. Documentation projects of fishing families and net shed activities (e.g. still and video photography, audio recordings, media coverage to promote Gig Harbor's fishing culture.)

5. Structured and university accredited internship opportunities for students of Historic Preservation, Cultural Sustainability, Museum Studies, Folklore, Anthropology and other related disciplines.
6. Organized seafaring apprenticeships (job training and placement) for those interested in learning the skills necessary to qualify for a crew position on commercial fishing vessels, thereby helping to sustain the contemporary fishing culture (e.g. net mending, rigging, navigation, boat handling, deck duties, fish boat cooking, ships caulking, vessel maintenance).
7. Fresh fish vending.

B. Lessee will also provide the following for public access and benefit:

1. Year-round interpretive signs and displays.
2. Observation area(s) where the public can view net construction and educational activities from the interior of the building. Such observation areas shall be open to the public when net construction and educational activities are occurring, and the lessee shall indicate with exterior signage, clearly visible to the public, that the building is open.
3. Retail sales of items related to maritime heritage activities.

Section 17. Insurance Purchased by Lessee. Section 17 shall be amended to add:

D. Special Conditions Addendum. The following special conditions, if any, shall apply, and where in conflict with earlier provisions in this Lease shall control. If any addendums are noted below, such addendums are incorporated herein and made a part of this Lease.

1. Historic Building Conditions. The Premises (Skansie Netshed) is registered in the Gig Harbor Historic Register and the National Register of Historic Places and is unable to have permanent improvements, adjustments, or modifications done. Through the duration of the Lease Agreement, the City shall review all claims that occur at the Premises. Should the cause of loss be discovered to be due to the structural conditions inherent to the historic building, the Lessee shall be held harmless and the City's liability coverage shall be primary and handle the loss.

EXCEPT AS MODIFIED BY THE FIRST, SECOND AND THIRD AMENDMENTS OR THIS FOURTH AMENDMENT TO LEASE AGREEMENT, ALL TERMS AND CONDITIONS OF THE FOUNDATION LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment effective this _____ day of _____, 2024.

CITY OF GIG HARBOR

SKANSIE NETSHED
FOUNDATION

By: _____
Mayor Tracie Markley

By: _____
James Franich, President

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Printed name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at
_____.
My commission expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Tracie Markley 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.
SUBSCRIBED AND SWORN to before me this _____ day of _____, 2023.

Printed name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at
_____.
My commission expires: _____.

Second Amendment to Lease

**LEASE AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND THE SKANSIE NETSHED FOUNDATION**

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor" or the "City") and the Skansie NetShed Foundation, a 501(c)(3) non-profit corporation (hereinafter referred to as "Lessee" or the "Foundation").

W I T N E S S E T H:

WHEREAS, the City owns the property located at 3207 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property") which includes the building commonly known as the Skansie Net Shed; and

WHEREAS, the Skansie Net Shed was used in the past for the construction and repair of commercial fishing nets and related fishing gear and equipment; and

WHEREAS, Lessee has proposed that it lease the Skansie Net Shed to perpetuate the historic function of the site; and

WHEREAS, Lessee also proposes to use the Skansie Net Shed as a gathering place where commercial fishing family heritage comes alive through direct experience and where the historical and contemporary working waterfront is enjoyed, preserved and passed along to future generations; and

WHEREAS, Lessee proposes to use the Skansie Net Shed to provide opportunities for the public to experience a seafaring culture and a variety of vocationally-based maritime educational programming; and

WHEREAS, the City reserves the right to use the facility at no cost for special events in coordination and consideration of Lessee's schedule of events and programming; and

WHEREAS, the benefits derived by the public from Lessee's activities (as specifically detailed in Section 5 herein) are sufficient that the City is willing to lease the Premises to the Lessee for one dollar per year; and

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Trust For Historic Preservation for the partial restoration of the Skansie Net Shed, and the grant has been extended to provide until June 30, 2017, to complete work under the grant; and

WHEREAS, this Lease includes provisions for the Lessee to complete the remaining restoration work under the grant on a reimbursement basis; and

WHEREAS, given the limitations on the use of the premises as generally described above and more specifically described in the Terms Section of this Lease, the parties hereto agree as follows:

TERMS

1. Purpose and Identification of the Premises. The purpose of this Agreement is to lease the portion of the Skansie Net Shed property outlined on the map marked Exhibit A, which is attached hereto and incorporated herein by this reference. The tax description of the Property is:

Section 08 Township 21 Range 02 Quarter 21 PARCEL A DBLR 2004-06-02-5005 DESC AS FOLL COM AT NW COR SEC 8 TH S 88 DEG 18 MIN 20 SEC E ALG NLY LI SD SEC 1797.63 FT TO INTER OF ROSEDALE ST NW & HARBORVIEW DR NW TH S 88 DEG 18 MIN 46 SEC E 35.31 FT TO ELY R/W & POB TH N 30 DEG 08 MIN 34 SEC W 20.70 FT TH N 28 DEG 30 MIN 24 SEC W 12.52 FT TH N 37 DEG 22 MIN 14 SEC E 176.57 FT TH S 52 DEG 37 MIN 46 SEC E 60 FT TH S 37 DEG 22 MIN 14 SEC W 59.5 FT TO GOVT ML TH S 33 DEG 38 MIN 46 SEC E 108.49 FT TO MEANDER COR BET SECS 8 & 5 TH S 68 DEG 56 MIN 21 SEC E 149.27 FT TH S 34 DEG 03 MIN 39 SEC W 257.22 FT TH N 30 DEG 08 MIN 34 SEC W 313.96 FT TO POB TOG/W 2ND CL TDLDS ABUTT COMB OF 2-020, 2-019, 02-21-05-3120 & 765000-0111-0 SEG 2005-1190BL 01-26-05BL

The leased portion includes what is commonly known as the Skansie Net Shed. In addition to the Skansie Net Shed, this Lease shall include the exclusive right to use the two mooring pilings and the tidal grid; as well as the non-exclusive right to use the outside areas of the Skansie Brothers Park as shown on Exhibit A, along with reasonable entry and egress to the Skansie Net Shed building. The area shown in the outline in Exhibit A is defined to be the "Premises." The leased area does not include the tidelands adjacent to the Premises.

2. Conditions Precedent to Possession. In the event of the City's inability to deliver possession of the Premises as described herein, neither Lessor nor any of its officers, employees or agents shall be liable for any damage caused thereby.

3. Inspection. Other than set forth to the contrary herein, the City makes no representation regarding the condition of the Premises, improvements located on the Premises, the suitability of the Premises for Lessee's permitted use, or the existence of

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hazardous substances on the Premises. Lessee has inspected the Premises as it exists at the time of the signing of this document and accepts it "as is".

4. Use.

A. Lessee shall commit to a minimum of 300 hours of programming in the first full calendar (January 1 through December 31) year and a minimum of 400 hours of programming, the second full calendar year and a minimum of 600 hours per calendar year thereafter. One hour equals one hour of programming for one participant. The purpose of the programming is to pursue for the public's benefit the interpretation of historic and contemporary commercial fishing family cultural heritage. Activities shall include, but not be limited to, any combination of three or more of the following maritime heritage programs (free or for a fee), unless the City otherwise approves other activities.

1. The construction, repair and restoration of commercial fishing gear and equipment, both historic and contemporary in nature. (Some activities, like net construction and the loading and unloading of objects may periodically go beyond the confines of the building described in this lease.)
2. Public presentations (e.g. skills demonstrations, oral histories, documentaries, guest presenters, visiting cultural tradition bearers and artisans)
3. Heritage tourism. Lessee agrees to explore the possibility of conducting tours aboard historic fishing vessels of Gig Harbor and/or surrounding areas.
4. Documentation projects of fishing families and net shed activities (e.g. still and video photography, audio recordings, media coverage to promote Gig Harbor's fishing culture.)
5. Structured and university accredited internship opportunities for students of Historic Preservation, Cultural Sustainability, Museum Studies, Folklore, Anthropology and other related disciplines.
6. Organized seafaring apprenticeships (job training and placement) for those interested in learning the skills necessary to qualify for a crew position on commercial fishing vessels, thereby helping to sustain the contemporary fishing culture (e.g. net mending, rigging, navigation, boat handling, deck duties, fish boat cooking, ships caulking, vessel maintenance).
7. Fresh fish vending.

B. Lessee will also provide the following for public access and benefit:

1. Year-round interpretive signs and displays.
2. Observation area(s) where the public can view net construction and educational activities from the interior of the building. Such observation areas shall be open to the public when net construction and educational activities are occurring, and the lessee shall indicate with exterior signage, clearly visible to the public, that the building is open.
3. Retail sales of items related to maritime heritage activities.

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C. Record keeping. Lessee promises to provide the City with a written report and supporting documentation of the activities performed by Lessee during the prior year by March 31 of each year. Lessee shall review and reevaluate with the City, at 5-year increments, the Lessee's performance of the activities described in Subsection A. In the event that Lessee does not perform as required by this section, the City may institute the procedures set forth in Section 25 to demand remedy of the default and terminate the Lease.

5. Restoration Work; Reimbursement. Lessee agrees to complete the remaining work and capital improvements set forth on Attachment B (the "Restoration Work") to the Washington State Historical Society Grant Agreement, attached hereto as Exhibit B and incorporated herein by this reference (the "Grant"). All Restoration Work must be performed in accordance with the terms of the Grant, including the payment of prevailing wages where required by law, and must be completed no later than June 30, 2017 in order to be eligible for reimbursement. As each of the seven items of Restoration Work are completed, the Lessee shall submit an invoice supported by invoices and documentation of the costs and proof of payment to the City. The City will reimburse Lessee the costs of the Restoration Work where in compliance with the Grant and approved for reimbursement by the Washington State Historical Society.

6. Rent and Consideration for Lease.

A. Lessee's Lease is specifically conditioned on its performance of the activities described in Section 4, "Use", as the consideration for the rent of the Premises, and Lessee's failure to timely perform those activities may result in termination of the Lease.

B. The City agrees to lease the Premises to Lessee for one dollar per year, in exchange for Lessee's agreement to perform the public benefit activities specifically described in Section 4 "Use" above, on the deadlines set forth therein, as well as all other terms of this lease.

7. Term.

A. The term of this Lease shall commence on the date this Lease Agreement is executed by both of the duly authorized representatives of the parties. This Lease shall terminate on December 31, 2035, unless terminated sooner pursuant to the terms and conditions of this Lease. Nothing herein shall obligate the City to enter into any additional Lease Agreements or addenda with the Lessee in the future.

B. Hold Over. If the Lessee remains in possession of the Premises after the Termination Date, the occupancy shall not be an extension or renewal of the Term.

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The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which hold-over occupancy may be terminated by either party on thirty (30) days' notice.

8. Restrictions on Use.

A. Lessee agrees that the following activities may occur on the Premises and no others and that these activities shall be conducted in compliance with all applicable regulations. In the event Lessee desires to conduct an activity that is not identified below, Lessee shall make written application to be able to conduct such activity to the City. The City's decision shall be final.

1. The display and interpretation of traditional and contemporary commercial fishing objects and equipment.
2. The display and interpretation of both historic and modern commercial fishing vessels (upon the restoration of the net shed dock).
3. The construction and repair of commercial fishing gear and equipment.
4. The reproduction, repair and restoration of fishing vessel components as related to the net shed's historic use by the Skansie family.
5. The hosting of public gatherings for educational and fund raising purposes.
6. The retail sale of Lessee's mission-related goods and services.
7. Vessel loading and unloading of persons and goods as pertains to Lessee's dock).

B. Lessee shall use the Premises only for the purposes and activities identified herein. Lessee acknowledges that the City has agreed to execute this Lease with Lessee under the terms and conditions set forth, with the understanding that Lessee is a non-profit organization, and shall retain that status throughout the term of this Lease. The use of the Premises by the Lessee shall not be of a religious or partisan political nature. Such use shall be made in a responsible and prudent manner continuously during the terms of the Lease. Lessee shall neither permit on the Premises any act or storage that may be prohibited under standard forms of fire insurance policies, nor use the Premises for any such purpose.

C. Lessee shall not intentionally cause or permit any damage to the Premises or any other portion of the Property. Lessee shall also not cause or permit any release of a hazardous substance or any filling activity to occur on the Property. This prohibition includes any deposit or spill of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other hazardous substances or pollutants, or other matter in or on the Property, except as approved in writing by the City.

D. Lessee shall not permit any waste, damage or injury to the Premises, use the Premises for anything that will increase the rate of insurance, maintain anything on the Premises that may be hazardous to life or limb, permit any objectionable odor,

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permit anything to be done on the Premises or use the Premises in any way that tends to create a public or private nuisance not in keeping with the waterfront commercial zoning, historical waterfront commercial net shed activities, and applicable state and local laws; or use or permit the Premises to be used for lodging or sleeping purposes.

E. The prohibitions in this Section against damage to natural resources, filling, deposition of any unapproved materials, and waste, shall also apply to protect any City, private, or state-owned aquatic lands adjacent to the Premises from any of Lessee's activities related to Lessee's occupation of the Premises. All obligations imposed by this Section on Lessee to cure any violation of the prohibited activities in this Section shall also extend to City, private, or state-owned aquatic lands adjacent to the Premises when the violation arose from the Lessee's activities related to Lessee's occupation of the Premises.

9. Conformance with Laws. The Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes and other government rules and regulations regarding its use or occupancy of the Premises. Lessee agrees that it will not perform any activity on the Premises without obtaining the necessary permits from the agency(ies) with jurisdiction. Lessee agrees that the performance of such activities without the required permits may cause a breach of this Lease and render the Lessee liable in any resulting enforcement action, which may include penalties, costs or attorney's fees. The City makes no warranties concerning permit requirements. Lessee is solely responsible for determining permit requirements and conformance with such permits.

10. Environmental Liability/Risk Allocation.

A. Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq. and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 et seq.

B. Use of Hazardous Substances. Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released or disposed of in, on, under or above the Premises, except in accordance with applicable laws.

C. Current Conditions, Duty of Utmost Care and Duty to Investigate. The City makes no representation about the condition of the Property or Premises. Hazardous Substances may exist in, on, under or above the Premises. With regard to any Hazardous Substances that may exist in, on, under or above the Property, the City disclaims any and all responsibility to perform investigations, or to review any City

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records, documents or files, or to obtain or supply any information to the Lessee.

The Lessee shall use the utmost care with respect to both Hazardous Substances in, on under or above the Premises, and any Hazardous Substances that are discovered to be located in, on, under or above the Premises during the term of this Lease, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts and omissions.

D. Notification and Reporting. The Lessee shall immediately notify the City if the Lessee becomes aware of any of the following:

- 1) A release or threatened release of Hazardous Substances in, on, under or above the Property, any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Premises;
- 2) Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under or above the Property, any adjoining property subject to use by the Lessee in conjunction with its use of the Property;
- 3) Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Premises, or Property, any adjoining property or any other property subject to use by the Lessee in conjunction with its use of the Premises;
- 4) Any lien or action with respect to any of the foregoing; or
- 5) Any notification from the U.S. Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property or concerning alleged permit violations.

Upon request, the Lessee shall provide the City with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Property, and which were prepared for the Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development Permit.

E. Indemnification – Hazardous Substances.

1. The Lessee shall fully indemnify, defend and hold the City harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, clean-up costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

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(i) The use, storage, generation, processing, transportation, handling or disposal of any Hazardous Substance by the Lessee, its contractors, agents, employees, guests, invitees or affiliates in, on, under or above the Premises or any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Premises, during the Term of this Lease or during any time when the Lessee occupies or occupied the Premises;

(ii) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination, in, on, under or above the Premises or any adjoining property, or any other property subject to use by the Lessee in conjunction with its use of the Premises, which release, threatened release, or exacerbation occurs or occurred during the Term of this Lease or during any time when the Lessee occupies or occupied the Premises or the Property.

2. In addition to the indemnifications provided in this Section, the Lessee shall fully indemnify the City for any and all damages, liabilities, costs or expenses (including attorney's fees and disbursements) that arise out of or are in any way related to the Lessee's breach of the obligations of this Section and Sections 8 and 9 herein. This obligation is not intended to duplicate the indemnity provided within this Section and applies only to damages, liabilities, costs or expenses that are associated with a breach of such Sections and which are not characterized as a release, threatened release or exacerbation of Hazardous Substances. The Lessee and City acknowledge that this indemnification section is not intended to indemnify the City for any pre-existing conditions or for any discharges related to the City's storm water drainage system or any other third party releases.

F. Cleanup. If a release of Hazardous Substances occurs in, on, under or above the Premises or any other City-owned property arising out of any action or inaction of Lessee, the Lessee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. The Lessee shall also be solely responsible for all cleanup, administrative and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described herein.

G. Sampling by City, Reimbursement and Split Samples. The City may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Premises or the Property at any time to determine the existence, scope or effects of Hazardous Substances on the Premises, the Property, or any adjoining property in conjunction with its use of the Premises, or any natural resources. If such tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action or inaction of Lessee, the Lessee shall

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promptly reimburse the City for all costs associated with such tests.

11. Assumption of Risk. The placement and storage of personal property on the Premises by Lessee shall be the responsibility, and at the sole risk, of Lessee.

12. Restroom Facilities. The parties acknowledge that the Premises has no restroom facilities. However, existing restrooms located on the Park grounds will be available for use by the Lessee and the Lessee's program participants.

13. Utilities. The City agrees to allow the lessee to use, at no charge, the existing electricity and water located in the Park.

14. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, the leasehold excise tax under chapter 82.29A RCW and all other taxes on merchandise and personal property, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

15. Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall not suffer or permit any lien to be filed against the Premises or any part thereof or the Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the Premises or any part thereof under the Lessee. If any such lien is filed against the Premises, Lessee shall hold the Lessor harmless from any loss by reason of the lien and shall cause the same to be discharged of record within thirty (30) days after the date of filing of same.

16. Indemnification and Waiver. In addition to the indemnification obligations in Section 10 herein, Lessee agrees to defend, indemnify, and hold harmless the Lessor, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of its own negligence.

In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damages to the Premises, any of Lessee's improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or any other reason, and whether any such loss is insured or not and irrespective of the cause of such loss.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including personal property or any improvements made to the Premises by the Lessee, is the responsibility of the Lessee. If, for any reason, the Lessee's personal property/improvements or the leased improvements on the Premises are destroyed or otherwise become uninhabitable, Lessor shall not be obligated to make any payments to Lessee related to such loss.

It is further specifically and expressly understood that the indemnification provided herein and in Section 10 constitute Lessee's waiver of immunity under RCW Title 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section and Section 10 survive the expiration or termination of this Lease.

17. Insurance Purchased by Lessee. At its own expense, the Lessee shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Section. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of A or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to the City. If non-admitted or non-rated carriers are used, the policies must comply with chapter 48.15 RCW.

A. Types of Required Insurance.

(1) Commercial General Liability Insurance. The Lessee shall procure and maintain Commercial General Liability Insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of the Lessee's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance must include liability coverage with limits not less than those specified below:

Description

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

The City may impose changes in the limits of liability:

- (i) Upon a material change in the condition of the Premises or any improvements;
- (ii) Upon any breach of the Sections in this Lease relating to Hazardous Substances;
- (iii) Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days

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after changes in the limits of liability are required by the City.

B. Terms of Insurance. The policies required under Subsection A shall name the City of Gig Harbor as an additional insured. Furthermore, all policies of insurance described in this Section shall meet the following requirements:

- 1) Policies shall be written as primary policies not contributing with and not in excess of coverage that the City may carry;
- 2) Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to the City except upon forty-five (45) days prior written notice from the insurance company to the City;
- 3) To the extent of the City's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to the City and the Lessee;
- 4) All liability policies must provide coverage on an occurrence basis; and
- 5) Liability policies shall not include exclusions for cross liability.

C. Proof of Insurance. The Lessee shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the City accompanied by a checklist of coverages provided by the City, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section, and, if requested, copies of policies to the City. The Certificate of Insurance shall reference the City of Gig Harbor and this Lease. Receipt of such certificates or policies by the City constitute approval by the City of the terms of such policies. The Lessee acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the Lessee must purchase to enter into this Lease Agreement.

These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Lessee from liability for losses and settlement expenses greater than these amounts.

18. Care of Premises. At the commencement of this Lease, Lessee and the City shall conduct a walk-through of the Premises to memorialize its condition. Both parties are encouraged to photograph and video-record the walk-through. The condition of the Premises at the time of the walk-through shall constitute the baseline by which Lessee must maintain the Premises, normal wear and tear excepted. Lessee shall not be responsible for any defects in the Premises or non-conformance with any applicable code, statute, ordinance or regulation that pre-existed the completion of the restoration of the Premises. Lessee shall at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good condition, except as noted in the following paragraph. Lessee shall undertake these responsibilities at its

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own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises, other than as stated in this Lease Agreement and in the next paragraph. Lessee shall not permit any waste, damage or injury to the Premises; use the Premises for anything that will increase the rate of fire insurance; maintain anything on the Premises that may be hazardous to life or limb; overload the floors; permit any objectionable noise or odor, if not in keeping with the historical waterfront commercial net shed activities and applicable state and local laws, to escape or to be emitted from the Premises; permit anything to be done on the Premises that may in any way tend to create a nuisance, or use or permit the Premises to be used for lodging or sleeping purposes.

HVAC/Heating maintenance, fire sprinkler system maintenance, plumbing, electrical, pest control, roof maintenance, exterior painting, foundation, furnace maintenance and any general maintenance repairs the sum for which exceeds \$1,000 annually will be paid by the City. After January 1, 2017, this amount shall be increased annually in the amount equal to the CPI-U for the Seattle-Tacoma-Bremerton area, June to June from the year prior. The City shall have the discretion to determine which activities shall be done, when they shall be done and the extent of such repair and/or maintenance.

19. Contractor's Bonds. At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition made to the Premises solely by Lessee, to secure and maintain, at no cost to the City, a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and material-men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

20. Alterations. Prior to the Lessee's construction, alteration, replacement, removal or major repair of any improvements on the Premises, the Lessee shall submit to the City plans and specifications which describe the proposed activity. Construction shall not commence until the City has approved those plans and specifications in writing. The plans and specifications shall be deemed approved and the requirement for the City's written consent shall be treated as waived, unless the City notifies the Lessee otherwise within sixty (60) days. At the time the Lessee submits the proposed plans and specifications, the Lessee will declare if the Lessee intends for the improvements to remain at the Premises at the conclusion of the Lease. If the Lessee makes such declaration, the City shall declare that the Lessee must remove the improvements upon the termination of the Lease at the Lessee's expense or that the improvements shall remain at the Premises at no removal-expense to Lessee. Upon completion of construction, the Lessee shall promptly provide the City with as-built plans and

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specifications. Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority in the construction of any improvements or repair, and to save the Lessor harmless from damage, loss or expense. After notice of termination of this Lease, and upon Lessor's request or Lessor's approval, the Lessee shall remove such improvements and restore the Premises to its original condition not later than the termination date, at Lessee's sole cost and expense. If the Lessee-Owned improvements remain on the Premises or Property after the termination date without the City's consent, they will become the property of the City, but the City may remove them and the Lessee shall pay the cost of removal and disposal upon the City's demand.

21. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Premises in addition to the access required for environmental matters in Section 10. Nothing herein shall prevent the City's access or free use of the remainder of the Skansie Net Shed Property. Areas of public access are shown in Exhibit B, attached hereto and incorporated herein by this reference.

22. Condemnation. In the event of the taking of the Premises by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed terminated as of the date the condemning authority elects to take possession. Lessee shall have no claim to, nor shall it be entitled to, any portion of any condemnation award for damages to the Premises or relocation costs.

23. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessee in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by the Lessor, after discussion with Lessee on the feasibility of repair.

24. Signs. All signs or symbols placed on the Premises by Lessee shall be in coordination with the Lessor and shall be subject to the prior approval of Lessor. Lessor reserves the right to co-locate its signs and/or logos on the interior and exterior of the building. In the event Lessee shall place signs or symbols on the Premises not acceptable to Lessor, Lessor may demand immediate removal of such signs or symbols and Lessee shall remove such signs or symbol within 24 hours of notice from Lessor. Any signs placed on the Premises shall be removed on termination of this Lease and any resulting damage to the Premises caused by such sign or symbol shall be repaired by Lessee.

25. Default and termination. In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the

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circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Premises; then, in such event, Lessor, at its option, may terminate this Lease together with all of the estate, right, title and interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Premises using such force as may be required.

Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; Provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for performance, then Lessor shall not be in breach if Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion.

26. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

27. Surrender of Premises. Upon expiration or termination of this Lease, including any extensions thereof, Lessee shall quit and surrender the Premises without notice, and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee.

28. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

29. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

30. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

31. Assignment and Subletting. The Lessee shall not, under any circumstances whatsoever, assign this Lease or sublet Premises.

32. Disputes, Governing Law. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Lease which cannot be resolved between the parties within a reasonable period of time, 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.

33. Time is of the Essence. Time is of the essence as to each and every provision of this Lease.

34. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party. In addition, the Lessee agrees to pay all of the Lessor's attorneys' fees and costs necessitated by the Lessee's failure to comply with any of the provisions of this Agreement, including but not limited to notices, legal fees and costs arising from third party actions against the Lessor arising from acts or omissions of the Lessee related to this Agreement. The rights and remedies of the City under this Lease are cumulative and in addition to all other rights and remedies afforded to the City by law or equity or otherwise.

35. Notices. Notices required to be in writing under this Lease shall be sent by registered or certified mail as follows:

Skansie NetShed Foundation
3309 56th St. NW, Suite 107
Gig Harbor, WA 98335
Attn: Andy Babich
President

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

36. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument this 27th
_____ day of October, 2015.

LESSOR:

CITY OF GIG HARBOR

By: Jill Guernsey
Mayor Jill Guernsey

LESSEE:

SKANSIE NETSHED FOUNDATION

By: [Signature]
Its: (President)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Jill Guernsey is the person who appeared before me, and said person acknowledged that 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: Oct 27, 2015



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

Molly M Towslee
Printed: Molly M Towslee
NOTARY PUBLIC in and for the State
of Washington
Residing at: Gig Harbor
My Commission expires: 12/2/15

I certify that I know or have satisfactory evidence that ANDREW BABICH 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 PRESIDENT of The Skansie NetShed Foundation, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 27th



Molly M Towslee
Printed: Molly M Towslee
NOTARY PUBLIC in and for the State
of Washington
Residing at: Gig Harbor
My Commission expires: 12/2/15

EXHIBIT A

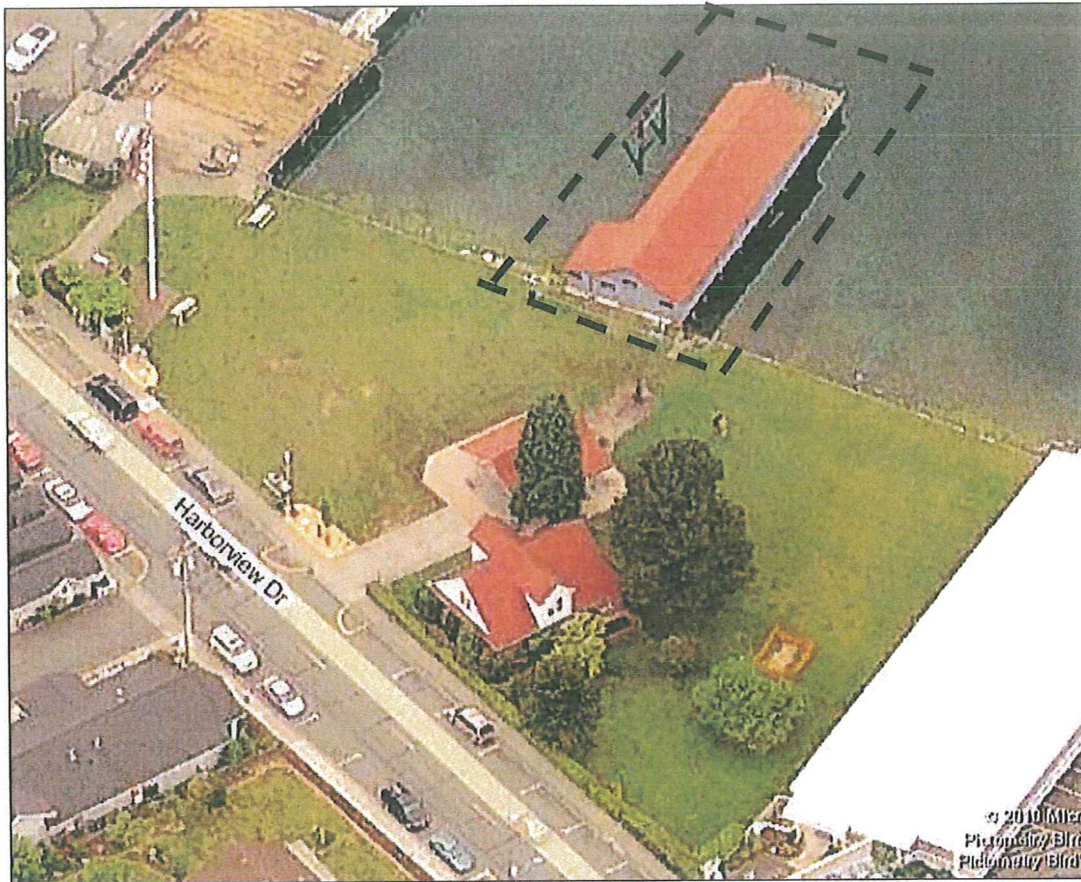
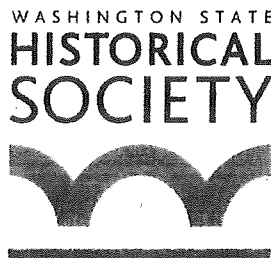


Exhibit B

STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETYHCP 15-22-2
GRANTEE: City of Gig Harbor1. PARTIES TO THE CONTRACT

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

2. PURPOSE OF CONTRACT

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

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

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

4. CONSIDERATION

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

5. AMOUNT OF GRANT

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

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

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

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

6. COST SHARE

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

7. PERIOD OF PERFORMANCE

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

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

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

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

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

9. REAPPROPRIATION

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

10. RIGHTS AND OBLIGATIONS

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

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

11. ENTIRE CONTRACT

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

12. CONTRACT REPRESENTATIVES

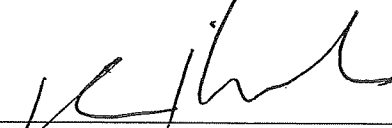
The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

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

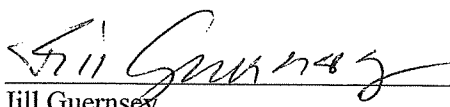
The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

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

13. SIGNATURES



Jennifer Kilmer
Executive Director
Washington State Historical Society



Jill Guernsey
Mayor
City of Gig Harbor

Federal Tax ID #: 91-6001435

Date: 6/29/15

Date: Jun 22, 2015

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

HCP-15-22-2
ATTACHMENT A
GENERAL PROVISIONS

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A. HEADINGS AND DEFINITIONS

1. HEADINGS

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

2. DEFINITIONS

AGENCY – The Washington State Historical Society.

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

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

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

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

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

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

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

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

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

B. GENERAL CONTRACT TERMS

3. ORDER OF PRECEDENCE

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

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

4. CONTRACT MODIFICATIONS

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

5. NO WAIVER

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

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

6. NONASSIGNABILITY

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

7. INDEPENDENT CAPACITY OF GRANTEE

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

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

9. HOLD HARMLESS

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

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

10. ACKNOWLEDGEMENT

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

11. ETHICS COMPLIANCE

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

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

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

D. COMPLIANCE WITH LAWS, RECORDS AND INSPECTIONS

13. COMPLIANCE WITH APPLICABLE LAW

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

14. RECORDS, REPORTS and AUDITS

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

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

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

15. RIGHT OF ENTRY

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

16. EVALUATION AND MONITORING

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

17. HAZARDOUS SUBSTANCES

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

18. GOVERNOR'S EXECUTIVE ORDER 05-05

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

19. PREVAILING WAGE LAW

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

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

20. INDUSTRIAL INSURANCE COVERAGE

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

21. NONDISCRIMINATION PROVISION

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

E. FUNDING, REIMBURSEMENT AND BUDGET

22. REIMBURSEMENT

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

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

23. RECAPTURE OF FUNDS

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

24. REDUCTION IN FUNDS

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

F. TERMINATION AND DISPUTES

25. DISPUTE RESOLUTION

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

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

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

26. TERMINATION OR SUSPENSION FOR CAUSE

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

27. TERMINATION FOR CONVENIENCE

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

28. TERMINATION FOR FRAUD OR MISREPRESENTATION

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

29. TERMINATION PROCEDURES

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

30. GOVERNING LAW AND VENUE

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

31. SEVERABILITY

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

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

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

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

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

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

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

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

PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS

Division 5 METALS

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

Division 6 WOOD, PLASTICS AND COMPOSITES

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

Division 9 FINISHES

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

Division 10 SPECIALTIES

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

Division 21 FIRE SUPPRESSION

Smoke alarms will be purchased and installed.

Division 23 HEATING VENTILATING AND AIR CONDITIONING (HVAC)

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

CERTIFICATION

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

Bill Murray
CITY OF GIG HARBOR REPRESENTATIVE

MAYOR
TITLE

June 23, 2015
DATE

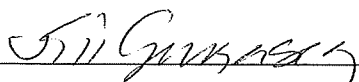
**HCP-15-22-2
ATTACHMENT C
PROJECT PURPOSE**

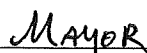
The purpose of Saving What Matters/Phase Two is to bring the 103 year old Skansie Brothers Net Shed into operational condition so that the doors can finally be opened to the public on a safe and regularly scheduled basis. The proposed restoration upgrades will allow the new GRANTEE, City of Gig Harbor,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

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

CERTIFICATION

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


CITY OF GIG HARBOR REPRESENTATIVE


TITLE

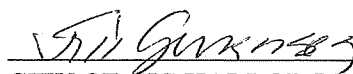
June 23, 2015
DATE

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

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

CERTIFICATION

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


CITY OF GIG HARBOR REPRESENTATIVE

Mayor
TITLE

June 23, 2015
DATE

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

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

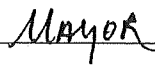
CERTIFICATION

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

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

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


GIG HARBOR REPRESENTATIVE


TITLE

June 23, 2015
DATE

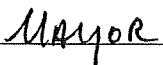
HCP 15-22-2
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS

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

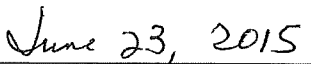
- Hazardous Substances - RCW 70.105D.0200
- Governor's Executive Order 05-05
- Prevailing Wage Law - RCW 39.12
- Industrial Insurance - RCW 51
- Nondiscrimination - RCW 49.60
- Americans with Disabilities Act - 42.U.S.C. 12101 et.esq.
- High Performance Public Buildings (LEED) - RCW 39.35D



GIG HARBOR REPRESENTATIVE



TITLE



DATE

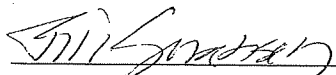
HCP 15-22-2
ATTACHMENT H
LEASES, CONTRACTS AND AGREEMENTS

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

CERTIFICATION

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

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



GRANTEE

major

TITLE

June 24, 2015

DATE

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

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

Washington State Legislative District: #26.

GPS Coordinates: Lat.47.330526 Long. 122581877

Parcel Number: 022082232

Legal Description:

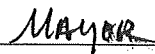
Section 08 Township 21 Range 02 Quarter 21 PARCEL A DBLR 2004-06-02-5005 DESC AS FOLL
COM AT NW COR SEC 8 TH S 88 DEG 18 MIN 20 SEC ALG NLYLI SD SEC 1797.63 FT TO
INTER OF ROSEDALE ST NW & HARBORVIEW DR NW TH 88 DEG 18 MIN 46 SEC E 35.31 FT
TO ELY R/W & POB TH N DEG 08 MIN 34 SEC W 20.70 FT TH 28 DEG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

CERTIFICATION

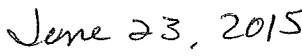
The GRANTEE, by its signature, certifies that the property parcel number(s) and legal description(s) set forth above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.



GIG HARBOR REPRESENTATIVE



TITLE



DATE

STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY
HCP 15-22-2
AMENDMENT No. 1

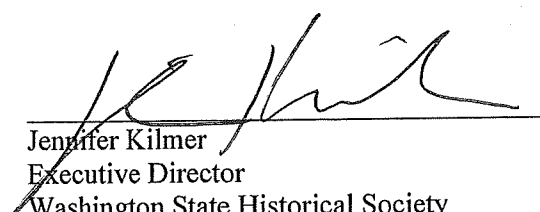
WHEREAS, the WASHINGTON STATE HISTORICAL SOCIETY, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY) and the City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 (GRANTEE), desire to amend HERITAGE CAPITAL PROJECT CONTRACT HCP 15-22-2, Saving What Matters – Phase II (CONTRACT) to provide for an extension of the expiration date of the grant from June 30, 2015 to June 30, 2017, the CONTRACT is hereby amended as follows:

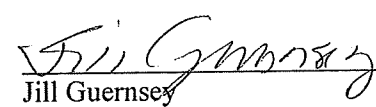
“The parties hereto agree and understand that any state funds not expended by the end of the biennium, June 30, 2015, will lapse on that date” is deleted and replaced in its entirety to read as follows:

“The parties hereto agree and understand that any state funds not expended by the end of the biennium, June 30, 2017, will lapse on that date.”

The effective date of this Amendment is the last date of execution. All other terms and conditions of this CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.


Jennifer Kilmer
Executive Director
Washington State Historical Society


Jill Guernsey
Mayor
City of Gig Harbor

Date: 6-30-15

Date: 6/24/15

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL, JUNE 13, 2011.

STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY
HCP 15-17
AMENDMENT No. 2

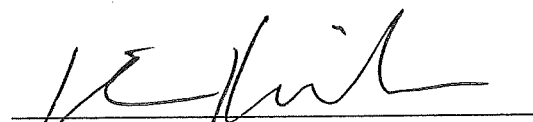
WHEREAS, the WASHINGTON STATE HISTORICAL SOCIETY, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY) and the City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 (GRANTEE), desire to amend HERITAGE CAPITAL PROJECT CONTRACT HCP 15-17, Eddon Boat Restoration – Phase III (CONTRACT) to provide for an extension of the expiration date of the grant from June 30, 2015 to June 30, 2017, the CONTRACT is hereby amended as follows:

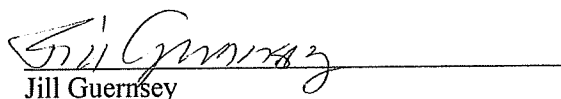
“The parties hereto agree and understand that any state funds not expended by the end of the biennium, June 30, 2015, will lapse on that date” is deleted and replaced in its entirety to read as follows:

“The parties hereto agree and understand that any state funds not expended by the end of the biennium, June 30, 2017, will lapse on that date.”

The effective date of this Amendment is the last date of execution. All other terms and conditions of this CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.


Jennifer Kilmer
Executive Director
Washington State Historical Society


Jill Guernsey
Mayor
City of Gig Harbor

Date: 6-30-15

Date: 6/24/15

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL, JUNE 13, 2011.

TO: City of Gig Harbor
FROM: Skansie Netshed Foundation
DATE: April 17, 2024
RE: Addendum to SNF Lease

ADDENDUM #1

It is SNF's position that any damages caused by structural conditions that already exist in the Netshed fall under the existing exception language in Section 8 of our Lease Agreement (bolded below) and that SNF will continue to provide coverage that will apply only if it is found that our displays, volunteers or programs are directly responsible for causing the claim. SNF requests clarification language to this section of our Lease OR a Letter of Clarification added as an Addendum to our Lease Agreement.

Skansie Netshed Foundation Lease Agreement - Section 8

Section 8

*Indemnification and Waiver. In addition to the indemnification obligations in Section 10 herein, Lessee agrees to defend, indemnify, and hold harmless the Lessor, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, penalties, damages, losses or suits, including costs and attorney's fees, arising out of or in connection with the performance of this Lease or Lessee's **enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers.** In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of its own negligence.*

ADDENDUM #2

Unlike other business models that are limited to small classes, SNF provides **Programming Hours** to the general public the moment guests enter the Netshed. Trained Docents offer guided tours using photographs, displays, interpretive signage, interactive demonstrations and videos (narratives of our local commercial fishermen). Visitors to the Netshed enter as individuals or in groups ranging from 2 to 6 people. Our Docent assisted Tours last anywhere from 5 to 30 minutes. Since many of our Docents are of Croatian descent, or are retired or active commercial fishermen, we share first-hand knowledge of Gig Harbor's contemporary Commercial Fishing Fleet and offer an authentic experience that cannot be replicated anywhere.

(NOTE: See existing language below *** that provides for changes/additions to "activities" in our Lease Agreement.)

SNF proposes adding #4. to Section B under TERM of our Lease Agreement (shown in red) below:

Skansie Netshed Foundation Lease - TERM

USE

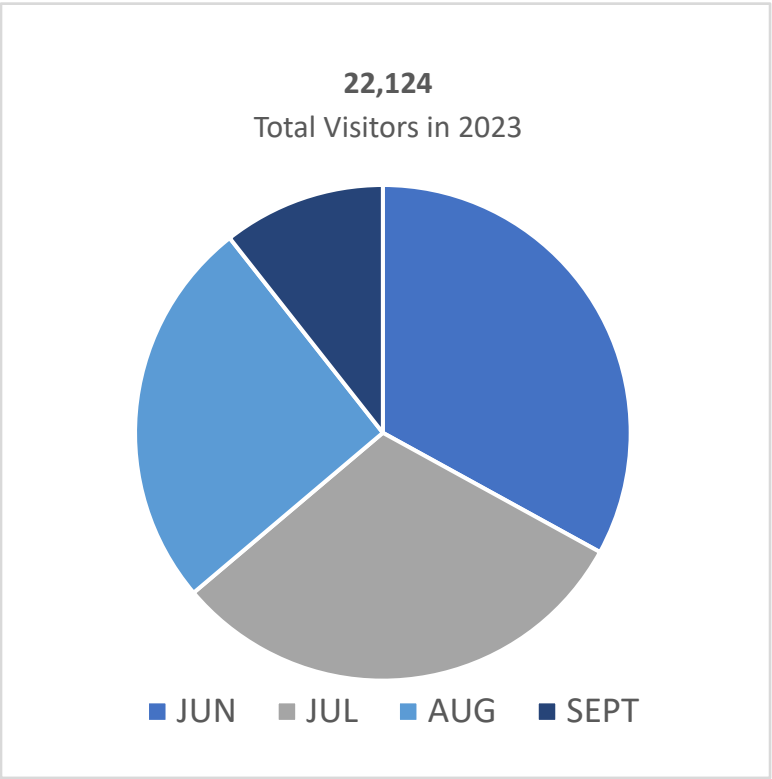
- A. *Lessee shall commit to a minimum of 300 hours of programming in the first full calendar (January 1 through December 31) year and a minimum of 400 hours of programming, the second full calendar year and a minimum of 600 hours per calendar year thereafter. One hour equals one hour of programming for one participant. The purpose of the programming is to pursue for the public's benefit the interpretation of historic and contemporary commercial fishing family cultural heritage. Activities shall include, but not be limited to, any combination of three or more of the following maritime heritage programs (free or for a fee), unless the City otherwise approves other activities.****

1. *The construction, repair and restoration of commercial fishing gear and equipment, both historic and contemporary in nature. (Some activities, like net construction and the loading and unloading of objects may periodically go beyond the confines of the building described in this lease.)*
2. *Public presentations (e.g. skills demonstrations, oral histories, documentaries, guest presenters, visiting cultural tradition bearers and artisans)*
3. *Heritage tourism. Lessee agrees to explore the possibility of conducting tours aboard historic fishing vessels of Gig Harbor and/or surrounding areas.*
4. *Documentation projects of fishing families and net shed activities (e.g. still and video photography, audio recordings, media coverage to promote Gig Harbor's fishing culture.)*
5. *Structured and university accredited internship opportunities for students of Historic Preservation, Cultural Sustainability, Museum Studies, Folklore, Anthropology and other related disciplines.*
6. *Organized seafaring apprenticeships (job training and placement) for those interested in learning the skills necessary to qualify for a crew position on commercial fishing vessels, thereby helping to sustain the contemporary fishing culture (e.g. net mending, rigging, navigation, boat handling, deck duties, fish boat cooking, ships caulking, vessel maintenance).*
7. *Fresh fish vending.*

B. Lessee will also provide the following for public access and benefit:

1. *Year-round interpretive signs and displays.*
2. *Observation area(s) where the public can view net construction and educational activities from the interior of the building. Such observation areas shall be open to the public when net construction and educational activities are occurring, and the lessee shall indicate with exterior signage, clearly visible to the public, that the building is open.*
3. *Retail sales of items related to maritime heritage activities.*
4. *All visitors to the Netshed will be greeted by trained Docents who educate the public about Gig Harbor's Maritime History. Docent tours are posted on the SNF website and advertised on Facebook. Programming Hours will be applied by multiplying three minutes times the total number of visitors to the Netshed during open hours.*

As part of our Annual Report documentation, Skansie Netshed Docents have been tracking the number of visitors to the Netshed since 2015. We had over 22,000 visitors during our 2023 Summer Season.



April 23, 2024

Jennifer

As clarification per today's discussion, Skansie Netshed Foundation meets the following three criteria in Section A of our Lease (marked in red below).

Thanks,

Lita Dawn

A. Lessee shall commit to a minimum of 300 hours of programming in the first full calendar (January 1 through December 31) year and a minimum of 400 hours of programming, the second full calendar year and a minimum of 600 hours per calendar year thereafter. One hour equals one hour of programming for one participant. The purpose of the programming is to pursue for the public's benefit the interpretation of historic and contemporary commercial fishing family cultural heritage. Activities shall include, but not be limited to, **any combination of three or more of the following maritime heritage programs (free or for a fee), unless the City otherwise approves other activities.**

1. **The construction, repair and restoration of commercial fishing gear** and equipment, both historic and contemporary in nature. (Some activities, like net construction and the loading and unloading of objects may periodically go beyond the confines of the building described in this lease.) *We have periodic construction and repair of fishing net demonstrations that are viewed by visitors during open hours.*
2. **Public presentations (e.g. skills demonstrations, oral histories, documentaries, guest presenters, visiting cultural tradition bearers and artisans)** *These activities are presented by trained Docents during open hours.*
3. Heritage tourism. Lessee agrees to explore the possibility of conducting tours aboard historic fishing vessels of Gig Harbor and/or surrounding areas.
4. **Documentation projects of fishing families and net shed activities (e.g. still and video photography, audio recordings, media coverage to promote Gig Harbor's fishing culture.)** *Videos filmed by local fishermen (commercial fishing and oral histories) run continuously during open hours.*
5. Structured and university accredited internship opportunities for students of Historic Preservation, Cultural Sustainability, Museum Studies, Folklore, Anthropology and other related disciplines.

6. Organized seafaring apprenticeships job training and placement) for those interested in learning the skills necessary to qualify for a crew position on commercial fishing vessels, thereby helping to sustain the contemporary fishing culture (e.g. net mending, rigging, navigation, boat handling, deck duties, fish boat cooking, ships caulking, vessel maintenance).
7. Fresh fish vending.

B. Lessee will also provide the following for public access and benefit:

1. Year-round interpretive signs and displays.
2. Observation area(s) where the public can view net construction and educational activities from the interior of the building. Such observation areas shall be open to the public when net construction and educational activities are occurring, and the lessee shall indicate with exterior signage, clearly visible to the public, that the building is open.
3. Retail sales of items related to maritime heritage activities.
4. ***ADD NEW LANGUAGE:** All visitors to the Netshed will be greeted by trained Docents who educate the public about Gig Harbor's Maritime History. Docent tours are posted on the SNF website and advertised on Facebook. Programming Hours will be applied by multiplying three minutes times the total number of visitors to the Netshed during open hours.*

C. Record keeping. Lessee promises to provide the City with a written report and supporting documentation of the activities performed by Lessee during the prior year by March 31 of each year. Lessee shall review and reevaluate with the City, at 5-year increments, the Lessee's performance of the activities described in Subsection A. In the event that Lessee does not perform as required by this section, the City may institute the procedures set forth in Section 25 to demand remedy of the default and terminate the Lease.

5. Restoration Work: Reimbursement. Lessee agrees to complete the remaining work and capital improvements set forth on Attachment B (the "Restoration Work") to the Washington State Historical Society Grant Agreement, attached hereto as Exhibit Band incorporated herein by this reference (the "Grant"). All Restoration Work must be performed in accordance with the terms of the Grant, including the payment of prevailing wages where required by law, and must be completed no later than June 30, 2017 in order to be eligible for reimbursement. As each

of the seven items of Restoration Work are completed, the Lessee shall submit an invoice supported by invoices and documentation of the costs and proof of payment to the City. The City will reimburse Lessee the costs of the Restoration Work where in compliance with the Grant and approved for reimbursement by the Washington State Historical Society.

6. Rent and Consideration for Lease.

A. Lessee's Lease is specifically conditioned on its performance of the activities described in **Section 4, "Use"**, as the consideration for the rent of the Premises, and Lessee's failure to timely perform those activities may result in termination of the Lease. *Note: Both "A" and "B" are identified as part of "Section 4, Use" in consideration for the rent of the Premises.*



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

Meeting Date: September 26, 2024

SUBJECT: Municipal Code Changes Related to Downtown Parking Standards

SUBMITTED BY: Senior Planner Jeremy Hammar

DEPARTMENT: Community Development

PHONE: (253) 853-7606

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: As a follow-up to the council discussion of the topic of downtown parking standards during the June 2 and July 11 study sessions, staff is presenting draft code language which would change the parking requirement for restaurant uses to a square footage-based requirement. This change would help to address some of the challenges that new businesses face when looking to locate in Gig Harbor.

Also included in the code change is a provision to allow for an applicant to submit a parking study for review to determine the parking demand for a use. This provision would provide flexibility for applicants in situations where a use is not specifically listed in the parking requirements chart found in GHMC 17.72.030, or in situations where the requirement does not reflect the true need for parking for a listed use.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Chapter 17.72 GHMC
-

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 3 - Maintain small town character and historic preservation while growing responsibly

Chapter 17.72

OFF-STREET PARKING AND LOADING REQUIREMENTS

Sections:

- 17.72.010** **Intent.**
- 17.72.020** **Off-street parking design standards.**
- 17.72.030** **Number of off-street parking spaces.**
- 17.72.040** **Off-street loading design requirements.**
- 17.72.050** **Off-street loading berth requirements.**
- 17.72.060** **Joint use of required parking spaces for the downtown business (DB), waterfront commercial (WC), general business (B-2), commercial (C-1) and residential and business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin neighborhood design area.**
- 17.72.070** ***Repealed.***
- 17.72.075** **Special provisions for existing buildings with existing nonresidential uses in the downtown business (DB), waterfront commercial (WC), waterfront Millville (WM), general business (B-2), commercial (C-1) and residential and business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin neighborhood design area.**
- 17.72.080** **Joint use of required parking spaces for mixed use developments within the RB-2, B-1, B-2, C-1, DB, PCD-C, PCD-BP, PCD-NB, ED and MUD zoning districts.**
- 17.72.090** **Electric vehicle charging station spaces.**

17.72.010 Intent.

A. *Off-Street Parking.* "Off-street parking" is defined as parking on privately owned property. The regulations concerning off-street parking are intended to reduce the need for parking on streets and the traffic congestion and hazards caused thereby, and to provide for off-street parking adequate to each type of development, both in terms of amount and location. All parking space requirements set forth in this chapter shall be met prior to the occupancy of buildings and shall be satisfactorily maintained for each use listed in this chapter.

B. *Off-Street Loading.* To avoid damage to the streets and hazards to the pedestrians and congestion on the streets, it is required that spaces in the form of off-street loading berths be provided on the same lot as the building to be served by the delivery or loading of goods, and that such berths be adequate in size and number to provide the service needed without affecting adjacent properties, public streets or public rights-of-way. (Ord. 573 § 2, 1990).

17.72.020 Off-street parking design standards.

A. The off-street parking required for the uses specified herein shall be for use only by the automobiles of the residents, employees and customers of the activity served by the off-street parking. Required off-street parking spaces shall be unencumbered and available at all times, except in cases of joint use specifically allowed by this chapter.

B. Off-street parking requirements shall be met on the same lot as the building served by the off-street parking or on a lot that is within 500 feet of the building or facility served by the off-street parking and is specially reserved for the service of such building. Notwithstanding the above, off-street parking facilities for independent and separate buildings and uses may be provided collectively on a common lot if these facilities are not less than the total requirements of the independent and separate uses, and if all other requirements are met.

C. All off-street parking spaces shall be at least eight feet in width and at least 18 feet in length, both exclusive of access drives, yards, and ramps. Such spaces shall have a vertical clearance of at least seven feet. Lines demarcating parking spaces may be drawn at various angles in relation to curbs or aisles; provided, that the parking space so created contains within it the rectangular area required by this chapter. Parking area aisle widths shall conform to the following table, which varies the width requirement according to the angle of parking:

	Parking Angle				
Aisle Width	0°	30°	45°	60°	90°
One Way	12'	12'	15'	18'	20'

Two Way	19'	20'	21'	23'	24'
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Driveways shall not be less than 12 feet in width for one way traffic and 20 feet in width for two-way traffic.

D. Off-street parking spaces may be located in any required yard unless otherwise indicated in GHMC Title [17](#).

E. All off-street parking spaces and access areas shall be surfaced with portland cement concrete, asphaltic concrete paving, or 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](#). (Ord. 1347 § 41, 2016; Ord. 1307 § 53, 2014; Ord. 1231 § 1, 2012; Ord. 1171 § 1, 2009; Ord. 710 § 71, 1996; Ord. 573 § 2, 1990).

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, single-family	Two off-street parking spaces per dwelling unit. ³
Dwelling, duplex	Two off-street parking spaces per dwelling unit. ³
Dwelling, triplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one-bedroom unit, and two off-street parking spaces for units with two or more bedrooms. ³
Dwelling, fourplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one-bedroom unit, and two off-street parking spaces for units with two or

Use	Required Parking
	more bedrooms. ³
Dwelling, multiple-family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one-bedroom unit, and two off-street parking spaces for units with two or more bedrooms. ³
Accessory apartment	One off-street parking space per accessory apartment in addition to parking required for primary dwelling unit.
Family day care provider	Two off-street parking spaces.
Home occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult family home	Two off-street parking spaces.
Independent living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled nursing facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, primary	One off-street parking space for every five seats in the main auditorium or assembly room.

Use	Required Parking
School, secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, higher educational	One off-street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, vocational/trade	One off-street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government administrative office	One off-street parking space for every 300 square feet of gross floor area.
Public/private services	For libraries: One off-street parking space for every 1,000 square feet of gross floor area; for police stations and fire stations: one off-street parking space for every 300 square feet of gross floor area; for maintenance and storage facilities: one off-street parking space for every 1,000 square feet of gross floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Museum	One off-street parking space for every 1,000 square feet of gross floor area.
Community recreation hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Clubs	One off-street parking space for each four persons of the building's maximum

Use	Required Parking
	seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential public facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
Cemetery	Off-street parking spaces are required for only office, chapel and indoor assembly areas. For office space: one off-street parking space for every 300 square feet of gross floor area. For chapel and indoor assembly areas: one off-street parking space for every four fixed seats. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Lodging, level 1	One and one-quarter off-street parking spaces for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging, level 2	One and one-quarter off-street parking spaces for each room to rent.
Lodging, level 3	One and one-quarter off-street parking spaces for each room to rent.
Personal services	One off-street parking space for every 300 square feet of gross floor area.
Business services	One off-street parking space for every 300 square feet of gross floor area.
Professional services	One off-street parking space for every 300 square feet of gross floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of gross floor area.

Use	Required Parking
Ancillary services	One off-street parking space for every 300 square feet of gross floor area.
Product services, level 1	One off-street parking space for every 300 square feet of gross floor area.
Product services, level 2	One off-street parking space for every 400 square feet of gross floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Sales, level 3	One off-street parking space for every 400 square feet of gross floor area.
Ancillary sales	One off-street parking space for every 300 square feet of gross floor area.
Commercial child care	One off-street parking space for every five possible seats in the main auditorium or assembly rooms.
Commercial recreation, indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial recreation, outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive fuel-dispensing facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.

Use	Required Parking
Vehicle wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial parking lot	None required.
Animal clinic	One off-street parking space for every 250 square feet of gross floor area.
Kennel	One off-street parking space for every 300 square feet of gross floor area.
Adult entertainment facility	Parking required as per underlying use.
Restaurant 1	One off-street parking space for every three seats based on a seating plan submitted to the planning director showing a reasonable seating capacity for the dining area. If, at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption. <u>One off-street parking space for every 300 square feet of Gross floor area.⁴</u>
Restaurant 2	One off-street parking space for every three seats based on a seating plan submitted to the planning director showing a reasonable seating capacity for the dining area. If, at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption. <u>One off-street parking space for every 300 square feet of Gross floor area.⁴</u>

Use	Required Parking
Restaurant 3	One off-street parking space for every three seats based on a seating plan submitted to the planning director showing a reasonable seating capacity for the dining area. If, at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption. <u>One off-street parking space for every 300 square feet of Gross floor area.⁴</u>
Tavern	One off-street parking space for every three seats based on a seating plan submitted to the planning director showing a reasonable seating capacity for the dining area. If, at a later date, the business desires to add more seating than shown on the seating plan, additional off-street parking will be required at one off-street parking space for every three additional seats. Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption. <u>One off-street parking space for every 300 square feet of Gross floor area.⁴</u>
Drive-through facility	One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area. One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage.²
Marine sales and service	One off-street parking space for every 300 square feet of gross floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for

Use	Required Parking
	every 400 square feet of gross floor area.
Marine boat sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Marine boat sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Ministorage	Two off-street parking spaces located near the office. Parking for loading and unloading purposes is allowed in front of individual storage units unless prohibited by the fire marshal.
Industrial, level 1	One off-street parking space for every 1,000 square feet of gross floor area.
Industrial, level 2	One off-street parking space for every 1,000 square feet of gross floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine industrial	One off-street parking space for every 1,000 square feet of gross floor area.
Wireless communication facility	None required.
Accessory uses and structures	Parking required as per underlying use.

For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.

In instances when the calculation of the required off-street parking spaces for new or modified uses results in a fractional parking space, the number of parking spaces required shall be rounded up to the nearest whole number.

1 If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

2 See GHMC [17.48.070](#) for additional requirements for parking and loading facilities in the WM district.

3 Guest parking shall be provided for all residential developments with 10 or more dwelling units or lots as follows:

a. The minimum number of spaces shall be one guest parking space for every four dwelling units, with fractions rounded to the next highest number.

b. Guest parking may be located:

i. In a parking lot accessed by a public roadway, but not located more than 500 feet from the dwelling(s) it is intended to serve; and/or

ii. In a central location within the subdivision as practical and may also serve as parking for active or passive outdoor amenities; and/or

iii. Provided as on-street parking; and/or

iv. In a location deemed appropriate by the planning director.

c. Unless the parking is located on dedicated public right-of-way, the guest parking spaces shall be owned and maintained by the homeowners' association.

d. Off-street parking must comply with the off-street parking design standards pursuant to GHMC [17.72.020](#).

4 Temporary and/or seasonal outdoor dining areas are exempt from the requirements of 17.72.030.

(Ord. 1393 § 8, 2018; Ord. 1209 § 1, 2011; Ord. 1171 § 3, 2009; Ord. 1066 § 5, 2007; Ord. 1047 § 2, 2006).

17.72.XXX Director's Authority to Modify Required Parking.

A. The director may reduce required parking for any proposed uses in any zone to a level not less than the amount needed to serve parking demand to be generated by those uses as demonstrated to the satisfaction of the Director by a parking demand analysis performed by a licensed professional engineer and submitted by the applicant.

1. Periodic Review. The Director may require periodic review of the reduced parking supply to ensure the terms of the approval are being met.

17.72.040 Off-street loading design requirements.

- A. Off-street loading berths shall be provided on the same lot as the use the berths serve and shall not occupy the front yard of the lot;
- B. No loading berth shall be located closer than 25 feet to a residential lot line unless screened by shrubbery or a fence or a combination thereof, any one of which must be approved by the planning director;
- C. Each loading berth shall be designed with access to a street or alley in a manner that does not permit undue interference with traffic movement on the public street or alley;
- D. Each required loading berth shall be at least 10 feet by 25 feet in size and 18 feet in height and shall provide 85 feet of direct access uninterrupted by any change in horizontal or vertical direction between the loading dock and the street;
- E. Each loading berth surface and access area shall be improved with portland cement concrete or asphaltic concrete paving to the standards established by the city public works director;
- F. Areas set aside for off-street loading berths shall not be considered as satisfying the requirements for off-street parking space and shall not be used for vehicle repairs or servicing;
- G. No approach to loading docks shall exceed a seven percent slope;
- H. All or part of the off-street loading requirements may be met by loading facilities within the buildings. (Ord. 573 § 2, 1990).

17.72.050 Off-street loading berth requirements.

Off-street loading berths for passengers and freight shall be provided as given below and shall be on the same lot as the activity served unless the nature of the activities allows several owners to share a common location:

- A. *Public Uses*. One berth required for each 25,000 square feet of gross floor area;
- B. *Commercial Uses*. One berth required for each 10,000 square feet of wholesale commercial gross floor area;
- C. *Professional Services Use*. One berth required for each 25,000 square feet of gross floor area;
- D. *Industrial Uses*. One berth required for each 10,000 square feet of gross floor space;
- E. *Residential Activities*. One berth required for any residential facility occupying more than 50,000 square feet of gross floor area. (Ord. 1171 § 4, 2009; Ord. 1045 § 80, 2006; Ord. 573 § 2, 1990).

17.72.060 Joint use of required parking spaces for the downtown business (DB), waterfront commercial (WC), general business (B-2), commercial (C-1) and residential and business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin neighborhood design area.

- A. One parking area may contain required spaces for several different uses. Except as otherwise provided in this chapter, the required space assigned to one use may not be credited to any other use which will require parking space simultaneously.
- B. To the extent that developments wish to share required spaces for two different uses, the spaces may be assigned to both uses provided one of the uses is a daytime peak use and the other is a nighttime peak use as defined below.
 - 1. For the purposes of this section, the following uses may be considered daytime uses: government administrative office; financial institutions; professional services; retail stores

(sales level 1); industrial level 1 uses; restaurants that the planning director determines have principal operating hours during the day; and similar primarily daytime uses as determined by the planning director.

2. For the purposes of this section, the following uses may be considered nighttime uses: house of religious worship; clubs; commercial entertainment; restaurants that the planning director determines have principal operating hours during the night; taverns; and similar primarily nighttime uses as determined by the planning director.

3. Some uses are daytime and nighttime peak uses. These uses are not eligible for sharing of required parking spaces.

C. Joint use of parking as specified under this section shall be by written agreement between the developments using the parking facilities. The agreement shall be subject to the approval of the city. Said agreement shall be filed with the Pierce County auditor as a covenant running with the land and is deemed binding between the assenting parties. The parking agreement shall have a minimum term of five years and shall specifically provide that the party whose parking will be eliminated or reduced (the "affected party") by the agreement's termination shall notify the city at least six months prior to such termination. The affected party shall secure off-street parking sufficient to meet the code-required parking for the use. (Ord. 1231 § 2, 2012; Ord. 710 § 73, 1996).

17.72.070 Special provisions for lots with existing buildings in the downtown business district.

Repealed by [Ord. 1231](#). **17.72.075 Special provisions for existing buildings with existing nonresidential uses in the downtown business (DB), waterfront commercial (WC), waterfront Millville (WM), general business (B-2), commercial (C-1) and residential and business (RB-1) districts abutting Harborview Drive and North Harborview Drive and within the View Basin neighborhood design area.**

Notwithstanding any other provisions of this chapter, the nonresidential use of a building existing as of January 1, 2012, or a building for which the first certificate of occupancy has been issued at least three years previously, may change to another nonresidential use without the requirement to provide additional off-street parking spaces; provided, that any existing off-street parking spaces allocated to the existing building are not removed or reduced. The existing building may be expanded or reconstructed; provided, that the number of off-street parking spaces for that expansion or reconstruction are provided consistent with GHMC [17.72.030](#) and all other applicable requirements of the Gig Harbor Municipal Code. (Ord. 1231 § 4, 2012).

17.72.080 Joint use of required parking spaces for mixed use developments within the RB-2, B-1, B-2, C-1, DB, PCD-C, PCD-BP, PCD-NB, ED and MUD zoning districts.

A. Mixed use developments that provide common parking areas may share required spaces for several different uses when those uses include both daytime and nighttime peak uses as defined below. When calculating the total required parking for the mixed use development, the parking required for either the daytime peak uses or the nighttime peak uses, whichever is smaller, may be reduced by 50 percent.

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1. For the purposes of this section, the following uses may be considered daytime uses: government administrative office; financial institutions; professional services; retail stores (sales level 1); industrial level 1 uses; restaurants that the planning director determines have principal operating hours during the day; and similar primarily daytime uses as determined by the planning director.
 2. For the purposes of this section, the following uses may be considered nighttime uses: house of religious worship; clubs; commercial entertainment; restaurants that the planning director determines have principal operating hours during the night; taverns; and similar primarily nighttime uses as determined by the planning director.
 3. All uses do not have to be categorized as a daytime or nighttime peak use. No reduction applies to uses that experience peak levels during both the daytime and nighttime.

B. When the use or uses change within a mixed use development and additional parking spaces are required as a result, it is unlawful and a violation of this chapter to begin or maintain such use until such time as the required off-street parking provisions of this chapter are met. (Ord. 1154 § 2, 2009).

17.72.090 Electric vehicle charging station spaces.

- A. *Purpose.* For all parking lots or garages, except those that include restricted electric vehicle charging stations.
- B. *Number.* No minimum number of charging station spaces is required.
- C. *Minimum Parking Requirements.* An electric vehicle charging station space may be included in the calculation for minimum required off-street parking spaces that are required pursuant to GHMC [17.72.030](#).
- D. *Design Standards.* Off-street electric vehicle charging station spaces shall meet the provisions of GHMC [17.72.020](#), Off-street parking design standards.
- E. *Location and Design Criteria.* The provision of electric vehicle parking will vary based on the design and use of the primary parking lot. The following required and additional locational and design criteria are provided in recognition of the various parking lot layout options.
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1. Where provided, parking for electric vehicle charging purposes is required to include the following:

- a. *Signage.* Each charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. Days and hours of operations shall be included if time limits or tow away provisions are to be enforced.
- b. *Maintenance.* Charging station equipment shall be maintained in all respects, including the functioning of the charging equipment. A phone number or other contact information shall be provided on the charging station equipment for reporting when the equipment is not functioning or other problems are encountered.
- c. *Accessibility.* Where charging station equipment is provided within an adjacent pedestrian circulation area, such as a sidewalk or accessible route to the building entrance, the charging equipment shall be located so as not to interfere with accessibility requirements of WAC [51-50-005](#).
- d. *Lighting.* Where charging station equipment is installed, adequate site lighting shall exist, unless charging is for daytime purposes only.

2. Parking for electric vehicles should also consider the following:

- a. *Notification.* Information on the charging station, identifying voltage and amperage levels and any time of use, fees, or safety information.
- b. *Signage.* Installation of directional signs at the parking lot entrance and at appropriate decision points to effectively guide motorists to the charging station space(s).

F. *Data Collection.* To allow for maintenance and notification, owners of any private new electric vehicle infrastructure station that will be publicly available (see definition of “electric vehicle charging station – public” in Chapter [17.73](#) GHMC) shall submit information on the station’s geographic location, date of installation, equipment type and model, and owner contact information to the planning department. (Ord. 1220 § 3, 2011).

The Gig Harbor Municipal Code is current through Ordinance 1529, passed June 24, 2024.

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 General Code.](#)