City Council Meeting

February 22, 2021
5:30 p.m.

GIG HARBOR®

"THE MARITIME CITY"

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
Monday, February 22, 2021 – 5:30 p.m.

Due to public health concerns, this meeting will be accessible by phone by dialing (253) 215-8782 and entering the Meeting ID 932 1605 6382 or through Zoom at: https://zoom.us/j/93216056382

Comments are only allowed during designated portions of the meeting. To speak during the meeting, press the Raise Hand button near the bottom of your Zoom window or press *9 on your phone. Please refrain from "raising your hand" until the Mayor has announced that he has opened the public comment portion of the meeting.

Your name or the last four digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of speaking live, you may submit comments in writing before the meeting. Your input / questions must be provided to the City Clerk by 3:00 p.m. on Monday afternoon. All written comments must be able to be read in 3 minutes or less to be included in the record and have the title: FOR PUBLIC COMMENT included. Send comments to: cityclerk@gigharborwa.gov. Written comments will be read during the appropriate agenda item.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA:

CONSENT AGENDA:

1. Approval of City Council Minutes: a) Special Meeting of January 29; and b) Regular Meeting of February 8, 2021
2. Receive and File: a) Planning/Building Committee Minutes Jan. 4, 2021; b) Boards and Candidate Review Committee Minutes Jan. 19, 2021; c) Council Study Session Minutes Jan. 14, 2021; d) Parks Commission Minutes Jan. 6, 2021; e) Council Retreat Jan. 27, 2021
3. Harborview Drive/Stinson Avenue Intersection Improvements – Professional Services Contract Amendment No. 4 / Transportation Solutions, Inc.
4. Municipal Cleaning Unit - Purchase Authorization
5. Approval of Vouchers for Feb. 22, 2021: Checks #94722 through #94834 and ACH payments in the amount of $701,364.71

PRESENTATION:

Recognition of Ancestral Homelands – Puyallup Tribal Council & Ad Hoc Committee

MAYOR'S REPORT:

Puget Sound Passenger Ferry Report

CITY ADMINISTRATOR'S REPORT:

STAFF REPORTS:

Chief Kelly Busey – Vaccination Update

PUBLIC COMMENT ON NON-AGENDA ITEMS:

OLD BUSINESS:

1. Second Reading of Three Ordinances Regarding Mobility Devices: Ordinance 1453 Amends GHMC Chapter 8.30; Ordinance 1454 Amends Chapter 9.24; and Ordinance 1455 Repeals Chapter 10.24
   a) Report: Police Chief Kelly Busey
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation and action

NEW BUSINESS:

1. Resolution 1199 – Renaming Austin Estuary Park and Designating the tx^{w}aalqəł Estuary Area in Honor of the sx̌^{w}əbabš Band of the Puyallup Tribe
   a) Report: Mayor Kuhn
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation and action

2. Resolution 1200 - Authorizing the Submittal of a Conservation Futures Grant Application to Pierce County
   a) Report: Public Works Director Jeff Langhelm
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation

3. Public Hearing - Comprehensive Plan Docket
   a) Report: Community Development Director Katrina Knutson
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation and action

4. First Reading of Ordinance – WANRack Franchise Agreement
   a) Report: Public Works Director Jeff Langhelm
   b) Clarifying questions from Council
   c) Public Comment
   d) Council deliberation and action

COUNCIL REPORTS / COMMENTS:

1. Public Works Committee - February 9: Councilmember Franich
2. Boards and Commission Candidate Review - February 16: Councilmember Woock

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning & Building Committee – Monday, March 1
2. City Council Study Session – Thursday, March 4

ADJOURN

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

MINUTES FOR GIG HARBOR CITY COUNCIL SPECIAL MEETING
Friday, January 29, 2021 – 3:00 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Himes, Markley, Rodenberg and Woock. Councilmember Franich was absent.

Staff present: City Administrator Bob Larson, Assistant City Clerk Josh Stecker, City Attorney Daniel Kenny, Finance Director Dave Rodenbach, IT Manager Keith Smith, and AWC Risk Manager Harlan Stientjes.

EXECUTIVE SESSION: Mayor Kuhn announced the Council would enter executive session for the purpose of discussing infrastructure and security of agency computer and telecommunications network per RCW 42.10.110 (a)(ii). for 30 minutes. No action will be taken after the session.

At 3:40 p.m. council returned to open session.

ADJOURN: There was no further discussion and the meeting adjourned at 3:40 p.m.

_____ _____

Mayor Kit Kuhn Joshua Stecker, Asst. City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL MEETING
Monday, February 8, 2021 – 5:30 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL:

Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Himes, Markley, Rodenberg, Woock and Franich

Staff present: City Administrator Bob Larson, Community Development Director Katrina Knutson, Chief Kelly Busey, Public Works Director Jeff Langhelm, City Clerk Molly Towslee, Assistant City Clerk Josh Stecker, and City Attorney Daniel Kenny.

Guests: Maurice Hanks, John Howell, and Marty Kooistra

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA: Mayor Kuhn said that there are several year-end reports from the city's non-profit organizations. It would be nice to hear from them in person, and so he recommended moving their reports from the Consent Agenda and reschedule them to a time when someone could present the report to Council. Council concurred.

CONSENT AGENDA:

1. Approval of City Council Minutes January 25, 2021
2. Receive and File: a) ~~Skansie Netshed Foundation 2020 Report;~~ ~~b) Chamber of Commerce 2020 Year End Report;~~ c) Planning Commission Minutes Dec. 17, 2020; ~~d) Visitor Center 2020 - Fourth Quarter Report;~~ ~~e) Downtown Waterfront Alliance Progress Report;~~ f) Black History Month Proclamation
3. Professional Services Contract Amendments – Duration of Work Extensions
4. Public Works Operations Center Phase 2 Building Final Design and Permitting – Professional Services Contract
5. Resolution 1197 – Rejection of Bids for an Air Gap/Break Tank System Project
6. Appointments to Planning Commission and Salary Commission
7. On-call Professional Engineering Services Contract - Parametrix
8. Approval of Payroll for the month of January: Checks #8244 through #8249 and direct deposit transactions in the total amount of $460,463.42.
9. Approval of Vouchers for FY2020 and FY2021 on Feb. 8, 2021: Checks #94623 through #94721 and ACH payments in the amount of $999,097.51.

MOTION: Move to adopt the Consent Agenda as amended.
Woock / Himes – unanimously approved

PRESENTATION:

1. Black History Month Proclamation ⇦. Guest Speaker Maurice Hanks explained that Black History Month is an opportunity to learn and move forward. He shared a slide presentation introducing several people that may not be as familiar to us. Mr. Hanks said that there are several things we can do moving forward: read more about Black History Month, listen and learn more about things you don't know, and take the time to get to know people that may be different than you because we are all family.

Mayor Kuhn read the Black History Month Proclamation.

2. South Sound Housing Affordability Partners (SSHAP) Funding and Support ⇦ – John Howell, Cedar River Group, Marty Kooistra, Sapwood Advisors, and Community Development Director Katrina Knutson shared information on the future of housing opportunities in Pierce County. They explained the value of participating in SSHAP, projected budget numbers and what the money would be used for. Mayor Kuhn explained that he has participating in this effort for several years with the goal of more affordable housing.

MAYOR'S REPORT:

1. Mass Vaccination at Chapel Hill. Mayor Kuhn reported that he volunteered at the event and thanked all those that were involved for making this past weekend's vaccination effort such a huge success. 992 does were provided. Chief Busey added that there would more events scheduled as the vaccine is supplied.

2. Rotary Sister City Program. The Mayor read a report regarding the steps being taken to form a Sister City Program with the town of Selca on the Island of Brac, Croatia. The initial Board of Directors consist of Bob Anderson, Gig Harbor North Rotary, Rick Offner, Mid-Day Rotary, Chris Pellet, Gig Harbor Rotary, Peninsula School Board Member Natalie Wimberly and Gig Harbor Kiwanis President Nick Markovich.

3. Mayor Kuhn reported that he provided testimony to the State Senate Committee on Funding for Highway 16 Improvements *and* to the House Finance Committee in Support of Funding for the Downtown Waterfront Alliance Main Street Program.

CITY ADMINISTRATOR'S REPORT:

State Auditor Data Security Breach. Administrator Larson provided an update on the third-party service provider to the State Auditor. He said at this time no action is required from the city and he will share more information as it is released.

STAFF REPORT:

1. I.T.S. Department Updates. Keith Smith reported that security awareness training for employees has been implemented, new AC units have been installed in the server room, and 33% of the city's input devices have been migrated to the new network infrastructure. New wireless access points have been installed and migration will continue until completion at end of April. He and Jeff Langhelm answer questions.

2. Veteran's Park Playground. Jeff Langhelm shared pictures of the last stages of the project. When the Certificate of Occupancy is issued, there will be a soft opening, and then a virtual ribbon-cutting ceremony will be scheduled later in February.

3. Burnham Drive Landscaping. Jeff Langhelm reported that native plantings along Harbor Hill Drive and the stormwater pond are in process and should be in place by the end of this month.

4. Community Vaccination Report – Chief Kelly Busey said county-wide, over 770,000 people have been vaccinated. We are still in Phase 1B, Tier 1 and hopefully will move to Tier 2 soon. More clinics will be scheduled as soon as the vaccine becomes available.

PUBLIC COMMENT ON NON-AGENDA ITEMS: No one submitted written comments and there were no comments from the public attendees.

OLD BUSINESS: None.

NEW BUSINESS:

1. Resolution 1198 – Official Newspaper ⇦ Assistant City Clerk Joshua Stecker provided an overview for this effort to designate an official newspaper. He explained that at this time staff is recommending that we move to the daily News Tribune to allow more flexibility, formatting ease, and expanded reach for the city's public noticing. Council recommended that this be revisited again in two years.

MOTION: Move to adopt Resolution 1198 designating the official newspaper.
Woock / Markley – unanimously approved

2. First Reading of Ordinance Adopting Ancich Park Dock Rules ⇦ Public Works Director Jeff Langhelm presented the overview for this ordinance to establish specialized dock rules and a mechanism for enforcement. He explained that after the rules have been adopted, authorizations for use of the Ancich Docks may begin in anticipation of the spring fishing season. He addressed questions and comments.

Councilmember Franich recommended that this be discussed further in a study session that would include the commercial fishermen.

MOTION: Move to postpone this to a study session to include the fishermen.
Franich / Woock – unanimously approved

3. First Reading of three Ordinances – Mobility Devices Amending GHMC Chapters 8.30 and 9.24 and repealing Chapter 10.24 ⇦ Chief Kelly Busey provided the background information for these three ordinance to address regulations for the new technologies in personal mobility devices such as motorized foot scooters and electric personal assistive mobility devices. Council asked questions and discussed additional locations in which the operating speed of these should be limited. Chief Busey will amend the ordinance to add the word "sidewalk" to 8.0.050(B) before the second reading.

COUNCIL REPORTS / COMMENTS:

1. Planning / Building Committee Feb. 1. Councilmember Himes reported that they covered the residential framework in which we must operate within order to set population planning targets. They also talked about the supportive things that must be done i.e. Buildable Lands Report and UGA Annexation Study, as part of the visioning process. He said a lot must be done by the end of this year.

Councilmember Markley thanked staff and Mayor Kuhn for the work they've done to keep council aware of what is going on with these important issues.

2. Parks Commission - Councilmember Abersold said they held a public hearing on Restoring a Parks Name. The Parks Commission has made a recommendation to rename Austin Estuary Park to Austin Park, establish the Twalwacut Estuary, and to recognize the ancestral homelands of the sxwəbabš (sk-WHUH-babsh) people. The commission also discussed moving Parks Appreciation Day to this fall, and Director Langhelm gave an update on the parks.

Councilmember Woock gave a shout-out to Code Enforcement Office Adam Blodgett for his hard work.

Mayor Kuhn reported that the Chamber of Commerce is seeking approval to move the Gig Festival to the weekend of August 21st and 22nd. City staff still must sign off on that date.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee Feb. 9
2. Council Study Session Feb. 11 at 3:30 p.m.
2. Civic Center Closed Mon. Feb. 15 – President's Day
3. Boards and Commission Candidate Review: Feb. 16

ADJOURN

MOTION: Move to adjourn at 8:15 p.m.
Franich / Abersold – unanimously approved

_____ _____

Mayor Kit Kuhn Molly Towslee, City Clerk

GIG HARBOR
"THE MARITIME CITY"

COMMUNITY DEVELOPMENT
PLANNING DIVISION

Minutes
Planning & Building Committee

Monday, January 4, 2021
3:00 P.M. – 4:30 P.M.

3:00 p.m. - Call to order, roll call Councilmember Franich, Councilmember Markley & Councilmember Himes
Staff Bob Larson, City Administrator; Katrina Knutson, Community Development Director; Paul Rice, Building Officer/Fire Marshal & Michelle Thomas, Planning Technician

Approval of Minutes: December 7, 2020 Motion Franich/Himes all in favor approved as written

Agenda Items:

I. Updates to Title 15 Building and Construction- Presentation Paul Rice and Committee discussion
II. Focus of the Committee in 2021(Committee & Staff Discussion) Complete current workload, committee assignments, land use law & growth management & airport update
III. 2021 Annexation Feasibility Study Plan - major factors, key dates, and anticipated decision points. (Council Discussion)
IV. Buildable Lands Study and Report Plan - including key checkpoints (Council Discussion) Director Knutson report status-pipeline data provided to County working on gathering density & GIS data
V. Growth Allocation Process - Key Steps/Decision and Check Points, and County-wide coordinating organizations/Committees (Council Discussion)

Other Business
Good of the order- GIS Mapping System, Intergovernmental Affairs
Next Meeting Monday, February 1, 2021

Adjournment Motion Himes/Markley All in favor meeting adjourned at 4:38PM

3510 GRANDVIEW STREET – GIG HARBOR WASHINGTON 98335 – (253) 851-6170 – WWW.CITYOFGIGHARBOR.NET

Minutes
Board and Commission Candidate Review Committee

January 19, 2021 3:00 p.m.

Call to Order: Councilmember Woock called the meeting to order at 3:00 p.m. Councilmembers Abersold and Denson were in attendance along with Mayor Kuhn, Community Development Director Katrina Knutson, Planning Commission Chair Greg Hoeksma, and Assistant City Clerk Josh Stecker.

Approval of Minutes: The Committee unanimously approved the minutes of October 12, 2020.

Planning Commission Interviews: The Committee interviewed David Brereton, David Christian and Larry Bradbury for a vacancy on the Planning Commission. The Committee unanimously recommended that the Mayor appoint Larry Bradbury to the Planning Commission.

Salary Commission interview: Larry Bradbury also interviewed for a vacancy on the Salary Commission and the Committee unanimously recommended that the Mayor appoint him to that commission.

Lodging Tax Advisory Committee Interviews: The Committee interviewed Warren Zimmerman (receiver) and Janis Denton (collector) for vacancies on the Lodging Tax Advisory Committee (LTAC). The Committee recommended the appointment of Warren Zimmerman to the one remaining opening for a receiver on LTAC. Because LTAC must have an equal number of receivers and collectors, Mr. Zimmerman's appointment will be delayed. The Committee decided to delay recommendation on Ms. Denton's appointment until a second collector candidate is available to appoint at the same time.

Adjourn: The meeting adjourned at 4:46 p.m.

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, January 14, 2021 – 3:00 p.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Franich, Himes, Markley, Rodenberg and Woock.

Staff present: City Administrator Bob Larson, City Clerk Molly Towslee, Assistant City Clerk Josh Stecker, and Public Works Director Jeff Langhelm.

DISCUSSION ITEMS:

Commercial Fishing Homeport Feasibility Study at Ancich Waterfront Park – Jeff Langhelm and Steve Robert of Davido Consulting Group presented the Commercial Fishing Homeport Feasibility Study. Council heard from stakeholders including Nick Babich and Leif Dobszinsky who spoke to the need for a homeport. Lita Dawn Stanton sent a statement of support by email. Guy Hoppen and Gregg Lovrovich commented by email on the design and layout options.

Council expressed support for moving forward with the project but expressed concern that the homeport be designed to meet the needs of the local fishermen. Given the stated need for increased moorage capacity, staff will seek out further design options from the fishermen's club.

ADJOURN: There was no further discussion and the meeting adjourned at 4:37 p.m.

MINUTES
GIG HARBOR PARKS COMMISSION

Wednesday, January 6, 2021 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL

Present (via Zoom webinar):

Mayor Kit Kuhn, Jennifer Keating (Puyallup Tribe of Indians)

Parks Commission Members: Present-Chair Ben Coronado, Vice Chair Mary Barber, Louise Tieman, Sara McDaniel, Roger Henderson. Absent-Nicole Hicks (excused), Ben Lieurance

Staff: Public Works Director Jeff Langhelm, Public Works Assistant Terri Garrison

APPROVAL OF MINUTES

Approval of December 2, 2020 Parks Commission Meeting Minutes

MOTION: Move to approve the December 2, 2020 Parks Commission Minutes

McDaniel / Barber – motion passed unanimously

OLD BUSINESS

1. **Restoring Parks Name –** The Public Hearing and presentation originally scheduled was to consider renaming Austin Estuary Park to Twalwacut park in honor of the historic village site of the Sxwəbabš people previously located on the Austin Estuary site. Mayor Kuhn provided an update that the Ad Hoc Committee is proposing a different direction that would still honor the Austin name. Jennifer Keating also provided that the Committee has further reviewed the Austin family and tribal history of the site. The Ad Hoc Committee requested that their presentation be deferred to the February Parks Commission meeting for consideration and public input.
2. **Review of Adopted 2021 Parks Commission Work Plan –** Public Works Director Langhelm reviewed the Work Plan adopted by City Council. Commission members asked for clarification on several items and proposed to start working on the following items during the first part of 2021:

   February – Parks Appreciation Day (pandemic-aware)
   February – Inventory of Parks Facilities – Update for 2022 PROS Plan
   March – Creating an Adopt-A-Park Program
   March – Cushman Trail Etiquette Signage
   April – Develop list of parks/properties needing master plans, if required by PROS Plan
   April - Ancich Human-Powered Storage
   Crescent Creek Park Visioning has been deferred until after City Council gives direction on the proposed Masonic Lodge building improvements.

Several subcommittees were proposed to facilitate work on program elements outside of regular Parks Commission meetings.

Cushman Trail Etiquette Signage – Roger Henderson, Ben Coronado
Parks Appreciation Day (pandemic-aware) when appropriate – Mary Barber
Creating an Adopt-A-Park Program – Louise Tieman
Inventory of Parks Facilities – Louise Tieman

NEW BUSINESS

None

PARKS UPDATE REPORT – Public Works Director Jeff Langhelm provided an update on the status of current park projects/proposals.

COMMITTEE REPORTS

PUBLIC COMMENT

ADJOURN

MOTION: Move to adjourn at 7:14 p.m.

Henderson / Barber - Motion passed unanimously

MINUTES FOR GIG HARBOR CITY COUNCIL RETREAT
Wednesday, January 27, 2021 – 8:30 a.m.

Due to public health concerns, this meeting was held remotely.

CALL TO ORDER / ROLL CALL: Mayor Kuhn called the meeting to order and called roll. Those present: Councilmembers Abersold, Denson, Franich, Himes, Markley, Rodenberg and Woock.

Staff present: City Administrator Bob Larson, City Clerk Molly Towslee, Assistant City Clerk Josh Stecker, Public Works Director Jeff Langhelm. HR Director Kameil Borders, Police Chief Kelly Busey, Finance Director Dave Rodenbach, Tourism and Communications Director Laura Pettitt, and Community Development Director Katrina Knutson.

DISCUSSION ITEMS:

COVID-19 Update – Kameil Borders and Kelly Busey gave a review of the City's response to the COVID-19 pandemic to date. They highlighted efforts to keep employees safe and the impacts of the pandemic on local crime trends.

2021 Community Development Projects - Long Range Planning and Building – Katrina Knutson briefed Council of the status of 2021 projects and reported on pending land use legislation in the Legislature.

2**021 Capital Improvement Projects / Staffing Discussion** – Jeff Langhelm gave a status report of 2021 capital projects and also identified how the City would implement the additional engineering FTEs added to the 2021 Budget by adding on-call engineering services and evaluating future staffing levels.

Mayor Initiatives – Mayor Kuhn reported on several initiatives he is currently working on including establishing a Sister City, convening the Leadership Council, Restoring a Native American Park Name. The Mayor followed up from the last retreat discussion of selling surplus City-owned property. Council did not support a proposal to sell any properties at this time. Council also discussed issues of enforcement of development regulations and tree retention. Mayor discussed the timeline for the Crescent Creek Park Master Plan and plans for the Masonic Temple. Council heard the Mayor's thoughts on downtown parking.

City Strategic Plan - 2022 and Beyond – Bob Larson explained the concept of developing a strategic plan for the City. Council expressed support for soliciting requests for proposals for a facilitator.

City Communication Plan/Strategy Initiative – Laura Pettitt presented the City's plan for internal and external communication.

Council Requested Items – Councilmember Franich requested that the City look into raising the threshold for low-come residents to get a discount on utility bills. The City will be conducting a utility rate study soon which could incorporate the impacts of a lower threshold.

Council also agreed to hold a future study session on downtown parking issues.

ADJOURN: There was no further discussion and the meeting adjourned at 4:42 p.m.

Business of the City Council
City of Gig Harbor, WA

Subject: Harborview Drive / Stinson Avenue Intersection Improvements - Professional Services Contract Amendment No. 4 / Transportation Solutions, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute the Professional Services Contract Amendment No. 4 with Transportation Solutions, Inc. for $56,683.72.

Dept. Origin: Public Works/Engineering

Prepared by: Aaron Hulst, P.E.
Senior Engineer

For Agenda of: February 22, 2021

Exhibits: Professional Services Contract Amendment No. 4
Exhibit A – Scope of Work and
Exhibit B – Schedule of Rates

	Initial & Date
Concurred by Mayor:	VK 2-16-21
Approved by City Administrator:	PW 02/16/2021
Approved as to form by City Atty:	02/12/21 by email
Approved by Finance Director:	
Approved by Public Works Dir.:	
Approved by City Engineer:	TAN

Expenditure Required	$56,683.72	**Amount Budgeted**	$1,330,000.00	**Appropriation Required**	$0

INFORMATION/BACKGROUND

This amendment addresses scope changes that include extra work required to address unanticipated field conditions, additional design and analysis required for project permitting, additional work for DRB meeting support, expansion of the project limits, watermain relocation, increase management reserve fund, and reductions to the scope of work for eliminated scope items.

FISCAL CONSIDERATION

2021 City Budget Summary
Amount budgeted in 2021 for completion of the design, right-of-way acquisition, and construction: $1,330,000 ($816,000 TIB Grant, $434,000 Transportation Impact Fees (TIF), $80,000 General Fund)

BOARD OR COMMITTEE RECOMMENDATION

FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
TRANSPORTATION SOLUTIONS, INC.

THIS FOURTH AMENDMENT is made to that certain Professional Services Contract dated June 24, 2019 (the "Agreement"), as amended on December 10, 2019, and again on January 28, 2020, and again on February 8, 2021 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Transportation Solutions, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Harborview Drive / Stinson Avenue Intersection Improvements Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

1. Scope of Work. Section 1 of the Agreement is further amended to add the work as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifty-six Thousand Six Hundred Eighty-three Dollars and Seventy-two Cents ($56,683.72), as shown in **Exhibit B,** attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is not amended, and duration of this Agreement remains as March 1, 2022.

[Remainder of page left intentionally blank]

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 2021.

CONSULTANT

By:_____
Its Principal

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

AMENDMENT 4

EXHIBIT A

SCOPE OF WORK

General

This amendment addresses extra work required to address unanticipated field conditions, requests for additional design services and analysis required for project permitting, expansion of the project limits, addition utility coordination, and reductions to the scope of work for eliminated scope items.

Schedule A Amendments

Extra Work Schedule A Task 50 Environmental Review

The original Scope of work did not anticipate the level of effort necessary to meet the submittal requirements for the SEPA and Shoreline Substantial Development permits for the intersection. Multiple submittals were required with additional documentation and/or drawing revisions requested at each submittal. The scope of work for Schedule A Task 50 Environmental Review is amended to include the additional level of effort as described.

Extra Work Schedule A Task 60 Utility Coordination

The original Scope of work did not anticipate relocation of water or sewer lines. This was further supported by field measurements that suggested adequate depth of cover over the water line located in the western lane of Stinson Ave within the project limits. Field borings were completed to verify the actual depth of cover. The field borings determined that the current depth of cover was substandard and the minor grading necessary for the roundabout would require relocating and lowering a portion of the waterline. The scope of work for Task 60 Utility Coordination is amended to include grading modifications to reduce the impacts to the water line and preparation of plan specifications and estimates for relocation of water line.

Extra Work Schedule A Task 90 Final Plans, Specifications, and Estimates

After review of the Task 80 Preliminary PS&E, the City requested an extension of the project limits to the southeast to include work beyond the Lighthouse Square parcel to the existing RRFB on Harborview drive to correct ADA deficiencies in the existing sidewalk, an extension of the project limits to the north to include an additional ADA compliant sidewalk and residential driveway interface, and an extension the project limits to the southwest to include the reconstruction of a private driveway on the west side of Stinson Avenue. This will require the redesign of the curb line and sidewalk along Harborview Drive from Stinson Avenue to the existing RRFB, design of a replacement driveway on the west side of Stinson Avenue south of the intersection, and extension of the sidewalk on the west side of Harborview Drive to the next parcel to the north. The scope of work for Schedule A Task 90 Final Plans, Specifications, and Estimates is amended to include the expanded project limits as described.

Schedule B Amendments

Deleted Work Schedule B Task 40 Geotechnical Investigations
Geotechnical Investigations associated with Schedule B work are no longer necessary. The scope of work is amended to delete Schedule B Task 40 Geotechnical Investigations as described.

Deleted Work Schedule B Task 50 Environmental Review
The permitting associated with the Eddon Boat House in Schedule B work was terminated after the first Design Review Board (DRB) meeting. No permitting materials for the remaining Schedule B work were developed. The permitting for the driveway modifications and offsite parking identified in Schedule B was completed under Schedule A Task 50 Environmental Review. The scope of work is amended to delete Schedule B Task 50 Environmental Review as described.

Extra Work Schedule B Task 80 60% PSE
The original scope of work did not anticipate the level of design detail required for the Design Review Board (DRB) review of the Eddon Boat parking revision. The 3D renderings required by the Design Review Board during the permitting process were outside the approved scope of work. The scope of work is amended as described.

All other elements of the Scope of Work as previously amended remain unchanged.

AMENDMENT 4

EXHIBIT B

PAYMENT

General

This amendment addresses scope changes that include extra work required to address unanticipated field conditions, requests for additional design and analysis required for project permitting, expansion of the project limits, and reductions to the scope of work for eliminated scope items.

Changes to the amount payable are presented by Schedule and Task. Two administrative adjustments are included to address estimated versus actual amounts in the calculation of completed work for Phase 1 and Phase 2 at the time of execution of Amendments 1 and 2.

Table 1 summarizes the administrative adjustments, extra work, and deleted work by Schedule and Task. An increase to the Management Reserve Fund for future contingencies is included.

Table 1. Summary of Changes by Schedule and Task

Administrative Adjustment for Estimated versus Actual Completed Phase 1 Work	$10,844.55
Administrative Adjustment for Estimated versus Actual Completed Phase 2 Amendment 1 Work	$1,880.05
Extra Work Schedule A Task 50 Environmental Review – Shoreline Permit	$4,582.98
Extra Work Schedule A Task 60 Utilities Coordination	$9,910.00
Extra Work Schedule A Task 90 Final Plans, Specifications, and Estimates Extended Project Limits	$17,590.00
Deleted Work Schedule B Task 40 Geotechnical	($2,185.00)
Deleted Work Schedule B Task 50 Environmental Review	($3,231.36)
Extra Work Schedule B Task 80 60% PS&E 3D Visualizations for DRB	$7,292.50
Increase Management Reserve Fund	$10,000.00
Net Contract Change	**$56,683.72**
Previous Contract Amount	**$367,346.33**
New Maximum Amount Payable	**$424,030.05**

Table 2 summarizes the contract amendments to date.

Table 2. Summary of Contract Amendments to Date

Initial Agreement	Amendment 1	Amendment 2	Amendment 3	Amendment 4	Maximum Amount Payable
$110,096.34	**$229,095.74**	**$28,154.25**	**$0.00**	**$56,683.72**	**$424,030.05**

AMENDMENT 4

EXHIBIT B

FEE BREAKDOWN SHEETS

City of Gig Harbor
Sch A - Stinson and Harborview

Amendment No. 4
Skillings Connolly, Inc

Labor Estimate

2/10/2021

#	Task	PRINCIPAL-IN-CHARGE	PROJECT MANAGER - TIM HORTON	PROJECT MANAGER - BILL LINDAUER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENVIRONMENTAL MANAGER	SURVEY MANAGER - RYAN SMITH	SR ENVIRONMENTAL SCIENTIST	SR PROJECT ENGINEER - GERRY SMITH	PROJECT ADMIN - ALYSSA CUSHMAN	PROJECT ADMIN - GLORIA WALKLEY	TECHNICIAN - MICHAEL LOPEZ	ENGR - DAVID ROLAND	PROJECT SCIENTIST - CLEO PINEDA	SURVYE DRAFTER - MATT GALLAGHER	Hours	Amount
	Billrate	250.00	191.56	179.68	191.56	180.00	225.00	154.44	125.00	173.00	114.08	115.00	106.92	106.92	100.98	65.34		
10	PROJECT MANAGEMENT	0	15	0.5	0	0	0	0	0	3.25	2	4.75	0	0	7	0	32.50	$5,006.76
20	PUBLIC INVOLVEMENT	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5.00	$957.80
30	SURVEYING AND MAPPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	$0.00
40	GEOTECHNICAL INVESTIGATIONS	0	0	0	0	0	0	9	0	0	0	0	5	0	0	14.5	28.50	$2,872.00
50	ENVIRONMENTAL - SEPA & SHORELINE PERMIT APPLICATION CHECKLISTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	$0.00
60	UTILITIES COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	$0.00
70	LANDSCAPING	0	0	0	0	0	0	0	0	0	0	0	0	18	0	0	18.00	$1,924.56
80	PRELIMINARY PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	$0.00
90	FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	$0.00
100	RIGHT OF WAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	$0.00
		0	20.00	0.50	0.00	0.00	0.00	9.00	0.00	3.25	2.00	4.75	5.00	18.00	7.00	14.50		
	Expenses																	$83.43
																	84.00	$10,844.55

Amendment 2 assumed $27,576.00 of completed but unbilled Skillings work per invoices 17903, 17904 and 17964. The actual amount of those invoices was $29,456.05. The difference, $1880.05, is being added to the total contract amount in this Amendment.

Table 1. Actual Skillings Billed by Invoice

Skillings Invoice Date	Amount
01/08/2020	$ 13,770.03
01/22/2020	$ 8,960.36
03/17/2020	$ 6,725.66
Total	**$ 29,456.05**

Table 2. Corrected Skillings Completed Work

Amendment 2 Assumed Completed Skillings Work Estimate	Contract Increase Request	Actual Invoiced
$ 27,576.00	$ 1,880.05	$ 29,456.05

City of Gig Harbor
Sch A - Stinson and Harborview

Amendment No. 4
Skillings Connolly, Inc

Labor Estimate

2/10/2021

#	Task	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	SR ENVIRONMENTAL SCIENTIST	PROJECT SCIENTIST	STAFF SCIENTIST	ENGINEER	SENIOR TECHNICIAN	SURVEY MANAGER	SURVEY TECHNICIAN	2 MAN SURVEY CREW	CONSTRUCTION INSPECTOR	PROJECT ADMINISTRATOR	Hours	Amount
	Billrate	250.00	179.68	180.00	125.00	100.98	89.10	118.80	122.00	154.44	106.92	175.23	115.83	115.83		
10	PROJECT MANAGEMENT	0	1.5	0	7.5	0	5.5	0	0	0	0	0	0	0	14.5	$ 1,697.07
20	PUBLIC INVOLVEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
30	SURVEYING AND MAPPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
40	GEOTECHNICAL INVESTIGATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
50	ENVIRONMENTAL - SEPA & SHORELINE PERMIT APPLICATION CHECKLISTS	0	2	0	5.43	0	18	0	2	0	0	0	0	0	27.43	$ 2,885.91
60	UTILITIES COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
70	LANDSCAPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
80	PRELIMINARY PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
90	FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
100	RIGHT OF WAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
		0	3.5	0	12.93	0	23.5	0	2	0	0	0	0	0		
															41.93	$ 4,582.98

City of Gig Harbor
Exhibit B
Sch A - Stinson and Harborview

Amendment No. 4
Transportation Solutions, Inc.
Labor Estimate

2/10/2021

#	Task	VLS/KAHA-ENGR VIII	JSE-ENGR VII	MLM-ENGR V	ALB-ENGR V	MAO-ENGR IV	MS-TECH V	DH-ENGR I	JB ADMIN V	Hours	Amount
	Billrate	235.00	215.00	168.50	168.50	152.00	155.00	95.00	115.00		
10	PROJECT MANAGEMENT									0	-
20	PUBLIC INVOLVEMENT									0	-
30	SURVEYING AND MAPPING									0	-
40	GEOTECHNICAL INVESTIGATIONS									0	-
50	ENVIRONMENTAL - SEPA & SHORELINE PERMIT APPLICATION CHECKLISTS									0	-
60	UTILITIES COORDINATION	12		20			24			56	9,910.00
70	LANDSCAPING									0	-
80	PRELIMINARY PS&E										
90	FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E	8		30			68		1	107	17,590.00
100	RIGHT OF WAY									0	-
		20	0	50	0	0	92	0	1	163	27,500.00

City of Gig Harbor
Exhibit B
Sch B - Eddon Boat Park Parking Lot Expansion

Amendment No. 4
Associated Earth Sciences Inc. Labor
Labor Reduction

2/10/2021

#	Task	PRINCIPAL	SR. STAFF ENGINEER	GIS	WORD PROCESSING	EXPENSE - Mileage	EXPENSE - Labortory	Hours	Amount
	Billrate	200.00	110.00	100.00	60.00	0.65	80.00		
10	PROJECT MANAGEMENT							0	-
20	PUBLIC INVOLVEMENT							0	-
30	SURVEYING							0	-
40	GEOTECHNICAL INVESTIGATION	-2	-12	-2	-2	-100	-1	-119	(2,185.00)
50	ENVIRONMENTAL REVIEW/PERMITING							0	-
60	NOT USED							0	-
70	LANDSCAPING							0	-
80	60% PS&E							0	-
90	100% PS&E							0	-
		-2	-12	-2	-2	-100	-1	(119)	(2,185.00)

City of Gig Harbor
Exhibit B
Sch B - Eddon Boat Park Parking Lot Expansion

Amendment No. 4
Skillings Connolly
Labor Reduction

2/10/2021

#	Task		PROJECT SCIENTIST	EXPENSES	Hours	Amount
		Billrate	100.98	-		
10	PROJECT MANAGEMENT				0	-
20	PUBLIC INVOLVEMENT				0	-
30	SURVEYING				0	-
40	GEOTECHNICAL INVESTIGATION				0	-
50	ENVIRONMENTAL REVIEW/PERMITING		-32	0	-32	(3,231.36)
60	NOT USED				0	-
70	LANDSCAPING				0	-
80	60% PS&E				0	-
90	100% PS&E				0	-
		0	-32	0		
					(32)	(3,231.36)

City of Gig Harbor
Exhibit B
Sch B - Eddon Boat Park
Parking

Amendment No. 4
Transportation Solutions, Inc.
Labor Estimate

2/10/2021

#	Task	VLS-ENGR VIII	JSE-ENGR VII	MLM-ENGR V	ALB-ENGR V	MAO-ENGR IV	MS-TECH V	DH-ENGR I	JB ADMIN V	Hours	Amount
	Billrate	235.00	215.00	168.50	168.50	152.00	155.00	95.00	115.00		
		-									
10	PROJECT MANAGEMENT									0	-
20	PUBLIC INVOLVEMENT									0	-
30	SURVEYING AND MAPPING									0	-
40	GEOTECHNICAL INVESTIGATIONS									0	-
50	ENVIRONMENTAL - SEPA & SHORELINE PERMIT APPLICATION CHECKLISTS									0	-
60	UTILITIES COORDINATION									0	-
70	LANDSCAPING									0	-
80	PRELIMINARY PS&E						30.5	27		57.5	7,292.50
90	FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (100% PS&E									0	-
		0	0	0	0	0	30.5	27	0		
										57.5	7,292.50

GIG HARBOR
"THE MARITIME CITY"

Business of the City Council
City of Gig Harbor, WA

Subject: Purchase Authorization – Municipal Cleaning Unit

Proposed Council Action: Approve and authorize the Mayor to execute the purchase of a Municipal Cleaning Unit from Power Line Industries, Inc. for their price quotation of $109,988.09.

Dept. Origin: Public Works

Prepared by: Ken Andrews
Public Works Superintendent

For Agenda of: February 22, 2021

Exhibits: Exhibits A&B/Contract

	Initial & Date
Concurred by Mayor:	KK 2-16-21
Approved by City Administrator:	02/16/2021
Approved as to form by City Atty:	Email 2.11.2021
Approved by Finance Director:	
Approved by Department Head:	

Expenditure Required	$109,988.09	**Amount Budgeted**	$120,000.00	**Appropriation Required**	$ 0

INFORMATION/BACKGROUND

The City of Gig Harbor identified the need to purchase a Municipal Cleaning Unit in the 2021 Budget. This equipment will provide the flexibility, environmental friendly, cleaning abilities in maintenance of pervious surfaces, sidewalks, pathways as well as provide ability for small spill recovery.

The Municipal Cleaning Unit will address storm water maintenance standards for permeable pavement outlined in the City's Stormwater and Site Development Manual and regulations outlined in the Western Washington Phase II Municipal Stormwater Permit.

Price quotations for the municipal cleaning unit were obtain following the process outlined in Resolution 1066 for purchase of materials. The following bid was received:

Power Line Industries, Inc. - $109.988.09 (includes WSST)

FISCAL CONSIDERATION

The Municipal Cleaning Unit purchase is included in the City's 2021 Budget at an amount not to exceed $120,000. This expenditure is divided between the Parks, Streets, and Stormwater Operating Capital and Equipment budgets.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the purchase of a Municipal Cleaning Unit from Power Line Industries, Inc.. for their price quotation of $109,988.09.

January 28, 2021

EXHIBIT A - INVITATION TO BIDDERS

CITY OF GIG HARBOR
PERVIOUS CLEANING UNIT

The City of Gig Harbor (City) requests bids for the purchase of a Pervious Cleaning Unit.

Bids must be received **no later than 10:00 a.m., Thursday, February 11, 2021** at the Public Works Department, City of Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, Washington, 98335, Bid proposals received after the time fixed for opening will not be considered.

Bidders are advised that if the successful bidder fails to execute and return the contract with the City as set forth hereunder, within ten (10) calendar days after bid award, the City reserves the right to award the contract to the next lowest bidder, and each successive bidder, until the conditions of the award are met, at the City's sole discretion.

Telephone inquiries regarding the purchase may be directed to Ken Andrews, Public Works Superintedent, at the City of Gig Harbor at (253) 851-8406 andrewsk@cityofgigharbor.net.

The Contract Documents shall consist of the City's Agreement for Purchasing Materials (Contract), this Invitation to Bidders (Exhibit A of the Contract), the attached Bid Proposal (Exhibit B of the Contract referencing unit specifications).

The City of Gig Harbor reserves the right to reject any or all bids and to waive minor irregularities in the bidding process. The City of Gig Harbor reserves the right to award this contract to the lowest responsive, responsible bidder based on the Bid Proposal. In determining the lowest responsive responsible bidder, consideration will be given to the criteria listed in RCW 39.04.

The City of Gig Harbor in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

*** * * END OF EXHIBIT A * * ***

Exhibit "B" - Bid Proposal

CITY OF GIG HARBOR PUBLIC WORKS DEPARMENT
PERVIOUS CLEANING UNIT

A. Acknowledgement
The undersigned bidder declares that they have read the Contract Documents, understands the conditions of the City's, and determined for itself all situations affecting the purchase herein bid upon.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	Trailer	8' x 18" 14,000 lb rated enclosed cargo trailer with sealed wood deck with rubberized floor coating.. Disc brakes, both axles. DOT certified. 12 VDC hydraulic tongue jack. Full LED trailer lighting. Back up lights. Front mounted tool box for storage. 120V exterior plug in for onboard battery charger. 4 Gun racks for pressure washer wands. 4 Coat rack/hooks for gear.		$111,185.00
1	Power Plant	29 HP Kubota diesel liquid cooled low noise muffler (or approved equal). Solid state remote control. EPA Tier 4 rated, emission compliant, electric start. 8.9 GPM @ 3850 PSI. Fuel gauges. Large radiator.		included
		General TSF pump & pump saver system-Triple V-Belt Driven System		included
		High efficiency Becket Burner-Thermostat heat control-Schedule 80 coil 12-gal diesel fuel tank. Pressure burner control, cold water relief valve safety system.		included
2	Water Tank	300 Gallon fresh water/200 gallon waste water life time water tanks. 2" fast fill. 100' fill hose & reel.		included
1	Twin Filter System	Dual filter pre-pump filtration system 80/50 mesh		included
1	Reclamation System	Complete recover/recapture system-18HP Gas Vanguard engine (2) (or approved equal). Low tone muffler, multi-stage filtration system. Tri-filter manifold, (2) 30 gal primary separation tanks, (2) 150' x 2" vacuum hoses, (3) 4' sand snakes, (1) 4' vacu-berm, (2) 14" hard surface vac-wand, (2) vacuum hose reels, (2) 28" vacuum surface cleaners, (2) oil/solids separator systems. In-line primary hose filters.		included
2	Hose-Reel	100' HD Non-marking hose R-2 6,000 PSI hose and reel-Dual Gun set-up		included
2	Gun-Wand Assembly	36" Gun & Wand assemblies. Extra short & long wands, O-rings, filters, nozzles		included
18	Nozzles	Nozzles (4) 0, (4) 15, (4) 25, (4) 45 degrees, (2) turbo nozzles		included
1	Attachments	(1) 12' telescoping wand/water broom. Complete 8 GPM Honda gas engine (or approved equal) for soft wash system for pre-washing & sanitizing. 30 gal detergent tank, 200" soft wash hose/reel. (2) 24" steel eagle 3 bar surface cleaners (2) extra 100' vacuum hoses. Extra lighting-2 LED light bars.		included
1	Quick Antifreeze system	12 gallon antifreeze tank, blow-valve. Total system recycle system		included
1	O & M Manual	Parts book / Service manual / Operation manual		included
1	On-Site Training	8 hours of safety and operational training. Training video		included
1	Warranty	In accordance with Section VII of purchase agreement		included
1	Delivery Charge	Delivery to Public Works Shop Facility 5118 89th St Gig Harbor, WA 98332		included
		municipality discount	Subtotal	~~$10,000.00~~ 101,185.00 less
			WA State Sales Tax 8.7%	8803.09
			Total	$109,988.09

PROPOSAL SIGNATURE

Bidder Signature: Larry Winter

Printer Bidder Name: Larry Winter

Company Name: PowerLine Industries

Address: 14773 Heritage Crest Way
Riverton, UT 84065

Telephone: 800-624-8186

Email: larry@powerlineindustries.com

END OF EXHIBIT "B"

AGREEMENT FOR PURCHASING MATERIALS BETWEEN CITY OF GIG HARBOR AND POWER LINE INDUSTRIES, INC.

THIS AGREEMENT is made this _____day of _____, 2021, by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Power Line Industries, Inc., a Utah corporation ("Vendor").

WHEREAS, the City desires to purchase Municipal Cleaning Unit from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the applicable procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 1066;

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

I. Description of Products, Materials, Supplies, Tools or other items.

The Vendor shall sell and provide for purchase of Municipal Cleaning Unit and/or deliver all products, materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Products and Materials").

II. Payment.

A. The City shall pay the Vendor the total sum of One Hundred Nine Thousand Nine Hundred Eighty-eight dollars and nine cents ($109,988.09), including sales tax, for the Products and Materials. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the Products and Materials, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the Products and Materials are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery.

The City and the Vendor agree that the items described in Exhibit A will be delivered to the City at 5118 89th St, Gig Harbor, WA by the Vendor on or before May 31, 2021.

IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed, e-mailed or hand delivered to the other party at the addresses set forth in this Agreement.

V. Indemnification.

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

VI. Insurance.

The Vendor shall procure and maintain for the duration of this Agreement commercial general liability insurance to cover claims for product liability and injuries to persons or damage to property which may arise from or in connection with the Products and Materials supplied to the City. The Vendor shall assume all liability relating to damage or loss of the products and materials until acceptance by the City.

VII. Warranty.

Seller warrants equipment to be free from defects in materials and worksmanship under normal use, for the periods specified below.

Pump Warranty – Lifetime warranty on the brass discharge manifold and ten-year warranty (first 5 years non-prorated and the remaining 5 years prorated) on internal components on the oil-end of all jetter pumps. Labor included if warranty is in the first year from date of purchase. $150 maximum labor to repair/replace.

Coil Warranty (on hot water) – First year 100% warranty, five-year total prorated warranty on coil. Labor included if warranty is in the first year from date of purchase. $250.00 maximum labor to repair/replace.

Miscellaneous Parts – Three-year warranty on items such as frames, handles, coil wraps, float tanks and belt guards.

VIII. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

To the Vendor:	To the City:
Power Line Industries, Inc.	City of Gig Harbor
Attn: MORRIS MORGAN	Attn: _____
14773 Heritage Crest Way	3510 Grandview Street
Riverton, UTAH	Gig Harbor, WA 98335
Facsimile: 801-545-9132	Facsimile: _____

IX. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Vendor.

X. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

XI. Non-Waiver of Breach

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

XII. Resolution of Disputes

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

If any dispute arises between the City and the Vendor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Vendor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

XIII. Entire Agreement

The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VENDOR

By: _____
Its PRESIDENT

THE CITY OF GIG HARBOR

_____
Mayor

ATTEST:

_____
Molly M. Towslee, City Clerk

CATHERINE A. RASMUSSEN
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires March 5, 2022
COMMISSION NUMBER 699312

Approved as to form:
Office of the City Attorney

2/12/2021 _____
City Attorney

Business of the City Council
City of Gig Harbor, WA

Subject: Approval of Ordinances 1453, 1454, and 1455 Amending GHMC 8.30 (Skateboards…) and 9.24 (Parks) and Repeal of Ordinance 10.24 (Motor Vehicles In Parks).

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: February 22, 2021

Exhibits: (3) Proposed Ordinances

Proposed Council Action:

Approve Ordinances 1453, 1454, and 1455.

	Initial & Date
Concurred by Mayor:	DVZ 2-16-21
Approved by City Administrator:	02/16/2021
Approved as to form by City Atty:	**VIA EMAIL**
Approved by Finance Director:	
Approved by Department Head:	

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

INFORMATION / BACKGROUND

With the emergence of new technologies in personal mobility devices (e.g. motorized foot scooters, electric personal assistive mobility devices, etc.), an update to municipal code to address regulation of these devices is appropriate to ensure safety of operators and pedestrians. These ordinances define the new devices and incorporate limited operating standards. Additionally, reorganization of municipal code is completed by simplifying and eliminating redundant information in GHMC 10.24 and moving relevant sections to the other codes. GHMC 10.24 will be repealed in this action.

FISCAL CONSIDERATION

There is no fiscal impact to city in this action.

BOARD OR COMMITTEE RECOMMENDATION

Approved by the Finance and Safety Committee with a "Do Pass" recommendation after minor modification (10/26/20). Minor amendment to Ordinance 1453 (GHMC 8.30) during first reading to includes sidewalks of Harborview Drive and Soundview Drive.

RECOMMENDATION / MOTION

Approve Ordinances 1453, 1454, and 1455.

ORDINANCE NO. 1453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 8.30 GHMC, 'SKATEBOARDS, SCOOTERS, ROLLER SKATES/IN-LINE SKATES, MOTORIZED FOOT SCOOTERS and ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES'; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, periodic updating of the Gig Harbor Municipal Code is necessary to ensure consistency and efficiency within the code; and

WHEREAS, newer technologies and personal motorized transportation devices have presented a need to regulate these devices while operating in close proximity to pedestrians for safety reasons; and

WHEREAS, concurrent amendments to chapters 9.24 and 10.24 of the Gig Harbor Municipal Code contains information related to the content found in chapter 8.30; and

WHEREAS, consolidation of this information into a single chapter of municipal code will provide for clarity and easier interpretation of the content; Now, therefore,

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

Section 1. Chapter 8.30 GHMC is hereby amended to read as follows:

Chapter 8.30
SKATEBOARDS, SCOOTERS, ROLLER SKATES/IN-LINE SKATES, MOTORIZED FOOT SCOOTERS and ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES (EPAMD)

Sections:

8.30.010 Definitions.
8.30.020 Skateboards, scooters, and roller skates/in-line skates prohibited on "striped streets" within the city.
8.30.030 Use of skateboards, scooters and roller skates/in-line skates on sidewalks or public paths.
8.30.040 Operation of motorized foot scooters.
8.30.050 Electric Personal Assistive Mobility Devices (EPAMD) restricted.
8.30.060 Penalties.

8.30.010 Definitions

For the purposes of this chapter, the following definitions apply:

A. "Motorized foot scooter" means a device with two or three wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground.

B. "Electric personal assistive mobility device" (EPAMD) means

(1) a self-balancing device with two wheels not in tandem, designed to transport only one person by an electric propulsion system with an average power of seven hundred fifty watts (one horsepower) having a maximum speed on a paved level surface, when powered solely by such a propulsion system while ridden by an operator weighing one hundred seventy pounds, of less than twenty miles per hour or

(2) a self-balancing device with one wheel designed to transport only one person by an electric propulsion system with an average power of two thousand watts (two and two-thirds horsepower) having a maximum speed on a paved level surface, when powered solely by such a propulsion system, of less than twenty miles per hour. A power wheelchair as defined in RCW 46.04.415 is not an EPAMD.

8.30.020 Skateboards, scooters and roller skates/in-line skates prohibited on "striped streets" within the city.

No person upon roller skates/in-line skates, or riding in or by means of any coaster, skateboard, scooter or similar device, shall move, go or travel upon the roadway of any "striped street" or transit bus route within the city of Gig Harbor, or engage in any sport, amusement or exercise or play in the roadway of any such street. "Striped street" is defined as any street which has been painted with (a) yellow median line(s) by the city. This prohibits any riding or travel with coasters, skateboards, scooters or similar devices in order to cross the street, including the crosswalk. The use of roller skates/in-line skates to cross at a crosswalk is exempted from this prohibition. (Ord. 1097 § 1, 2007; Ord. 875 § 3, 2001).

8.30.030 Use of skateboards, scooters and roller skates/in-line skates on sidewalks or public paths.

Every person using a skateboard, scooter or roller skates/in-line skates upon any sidewalk or public path shall use the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade and width of sidewalk or public path, and condition of surface, and shall obey all traffic control devices. Every person using a skateboard, scooter or roller skates/blades shall yield the right-of-way to any pedestrian thereon. (Ord. 875 § 3, 2001).

8.30.040 Operation of Motorized Foot Scooters.

A. No person shall operate a motorized foot scooter in the following areas:

1. On a sidewalk.
2. On the Cushman Trail
3. Within the boundaries of the Gig Harbor Sports Complex.
4. On Harborview Drive, North Harborview Drive, or Olympic Drive outside the existing bicycle lane(s).
5. On any roadway with a posted speed limit of greater than 35 MPH.

B. A person operating a motorized foot scooter shall obey all traffic control signs and devices and shall yield the right of way to motor vehicles and pedestrians.

C. A person transiting a roundabout shall dismount and walk or carry a motorized foot scooter through the roundabout using a crosswalk.

D. No person shall operate a motorized foot scooter on a public roadway or bicycle lane at any time from a half hour after sunset to a half hour before sunrise.

8.30.050 Electric Personal Assistive Mobility Devices restricted.

A. No person shall operate an EPAMD on a roadway with a posted speed limit greater than 25 MPH.

B. No person shall operate an EPAMD at a speed greater than 10 MPH on the sidewalks of Harborview Drive or Soundview Drive.

8.30.060 Penalties.

Failure to comply with any of the provisions of this chapter shall constitute a civil infraction subject to a maximum penalty of $100.00. The municipal court may, in lieu of all or part of the penalty, authorize the violator to provide up to eight hours of community service. (Ord. 1097 § 2, 2007; Ord. 875 § 3, 2001).

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

Section 3. Effective Date. This ordinance shall take effect and be in full force on five days after publication of notice.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___ of _____, 2021

CITY OF GIG HARBOR

_____

KIT KUHN, MAYOR

ATTEST/AUTHENTICATED:

By: _____

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
DANIEL KENNY

FILED WITH THE CITY CLERK: 02/02/21
PASSED BY THE CITY COUNCIL: 02/22/21
PUBLISHED: 02/25/21
EFFECTIVE DATE: 02/28/21
ORDINANCE NO: 1453

ORDINANCE NO. 1454

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 9.24 GHMC, 'PARKS'; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, periodic updating of the Gig Harbor Municipal Code is necessary to ensure consistency and efficiency within the code; and

WHEREAS, concurrent amendments to chapters 8.30 and 10.24 of the Gig Harbor Municipal Code contain information related to the content found in chapter 9.24; and

WHEREAS, consolidation of this information into a single chapter of municipal code will provide for clarity and easier interpretation of the content; Now, therefore,

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

Section 1. Chapter 9.24 GHMC is hereby amended to read as follows:

Chapter 9.24
PARKS

Sections:

9.24.010 Smoking within city parks prohibited.
9.24.020 Alcohol prohibited in parks.
9.24.030 Motor vehicles prohibited in parks.
9.24.040 Park operating hours.
9.24.050 Penalties.

9.24.010 Smoking within city parks prohibited.

It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within city parks. The director of operations shall post signs in appropriate locations prohibiting smoking in the city's parks. (Ord. 1115 § 1, 2007).

9.24.020 Alcohol Prohibited in Parks.

Except as permitted in GHMC 9.04.010 or except if consumed on a vessel moored at Jerisich Dock, no person shall open the package containing liquor or consume liquor in a park. This section shall be prosecuted as set forth in Chapter 9.04 GHMC.

9.24.030 Motor Vehicles in Parks Prohibited

A. A vehicle propelled by an internal combustion gasoline engine shall not be operated within the boundaries of any city park, except on streets and parking areas provided for use of automobiles, without first obtaining a permit for such operation from the city. Notwithstanding the above provisions, official federal, state or local agency motor vehicles may be operated within the boundaries of city parks without permit.

9.24.040 Park operating hours.

A. All city parks, except Jerisich Dock, shall be closed from dusk to dawn unless otherwise posted by the city of Gig Harbor. It is unlawful to enter or remain on any park property while closed unless operating under the authority of a Special Event or Special Use permit.

B. "Dawn" means the time at one-half hour before sunrise as published by the National Weather Service.

C. "Dusk" means the time at one-half hour after sunset as published by the National Weather Service. (Ord. 1369 § 1, 2017).

9.24.050 Penalties.

Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of $100.00 as provided in GHMC 1.16.010(D)(3). (Ord. 1115 § 1, 2007).

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

Section 3. Effective Date. This ordinance shall take effect and be in full force on five days after publication of notice.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___ of _____, 2021

CITY OF GIG HARBOR

_____
KIT KUHN, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
DANIEL KENNY

FILED WITH THE CITY CLERK: 02/02/21
PASSED BY THE CITY COUNCIL: 02/22/21
PUBLISHED: 02/25/21
EFFECTIVE DATE: 02/28/21
ORDINANCE NO: 1454

ORDINANCE NO. 1455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING CHAPTER 10.24 GHMC, 'MOTOR VEHICLES IN PARKS'; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, periodic updating of the Gig Harbor Municipal Code is necessary to ensure consistency and efficiency within the code; and

WHEREAS, concurrent amendments to chapters 8.30 and 9.24 of the Gig Harbor Municipal Code contain information related to the content currently found in chapter 10.24; and

WHEREAS, consolidation of the information from Chapter 10.24 GHMC into the other chapters referenced will provide for clarity and easier interpretation of the content; Now, therefore,

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

Section 1. Chapter 10.24 GHMC is hereby repealed.

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

Section 3. Effective Date. This ordinance shall take effect and be in full force on five days after publication of notice.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ of _____, 2021.

CITY OF GIG HARBOR

_____
KIT KUHN, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
DANIEL KENNY

FILED WITH THE CITY CLERK: 2/2/21
PASSED BY THE CITY COUNCIL: 2/22/21
PUBLISHED: 2/25/21
EFFECTIVE DATE: 2/28/21
ORDINANCE NO: 1455

Business of the City Council
City of Gig Harbor, WA

Subject: Resolution 1199 Renaming Austin Estuary Park and Designating the tx^{w}aalqəł Estuary Area in Honor of the sx̌^{w}əbabš Band of the Puyallup Tribe

Proposed Council Action: Move to approve Resolution 1199.

Dept. Origin: Administration

Prepared by: Mayor Kuhn

For Agenda of: February 22, 2021

Exhibits: Resolution 1199
Parks Commission
Resolution 2021-01

	Initial & Date
Concurred by Mayor:	VV 2-16-20
Approved by City Administrator:	RWL 02/16/2021
Approved as to form by City Atty:	N/A
Approved by Finance Director:	N/A
Approved by Department Head:	N/A

Expenditure Required	Unknown	**Amount Budgeted**	$0	**Appropriation Required**	Unknown

INFORMATION/BACKGROUND

On September 28, 2020, Council adopted Resolution 1198 which recognized "Indigenous Peoples' Day" and "Native American Heritage Month" and stated the City's intent to honor the ancestral and traditional lands of the sx̌^{w}əbabš band of the Puyallup Tribe of Indians. Subsequently, Mayor Kuhn formed an ad hoc committee of councilmembers, tribal representatives, and others from the community to explore options for renaming a City park to honor the sx̌^{w}əbabš band.

After a series of meetings, the ad hoc committee forwarded its recommendations to the Parks Commission. After holding a Public Hearing on February 3, the Parks Commission recommended to the City Council that the name of "Austin Estuary Park" be changed to "Austin Park."

In addition, based on recommendations from the ad hoc committee, the Parks Commission recommended that area surrounding the North Creek (aka Donkey Creek) estuary be referred to as the "tx^{w}aalqəł Estuary."

The Parks Commission further recommended that the City explore a broader area of the waterfront to be designated as the "Ancestral Homelands of sx̌^{w}əbabš Peoples." This would be

an honorary designation for educational and awareness purposes only and would carry with it no regulatory impact.

Resolution 1199 enacts the name change for Austin Park and establishes the designation for the tx^{w}aalqəł Estuary. It provides the Mayor with authorization to establish interpretative signage and education information on the estuary lands owned by the City. In addition, it tasks the Mayor with developing a staff work plan item to define the area to be called the "Ancestral Homelands of sx̌^{w}əbabš Peoples."

FISCAL CONSIDERATION

Funding for staff time and park signage was not explicitly included in the 2021 Budget.

BOARD OR COMMITTEE RECOMMENDATION

See Parks Commission Resolution 2021-01 (attached).

RECOMMENDATION/MOTION

Move to approve Resolution 1198.

RESOLUTION NO. 1199

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RENAMING AUSTIN ESTUARY PARK AND DESIGNATING THE tx^{w}aalqəł ESTUARY AREA IN HONOR OF THE sx̌^{w}əbabš BAND OF THE PUYALLUP TRIBE.

WHEREAS, the City recognizes and honors the fact that Gig Harbor is built upon the homelands and villages of Indigenous Peoples of this region better known as a band of the Puyallup Tribe called sx̌^{w}əbabš (translated: "swift water people"); and

WHEREAS, the land surrounding the estuary of North Creek was the location of a long house of the sx̌^{w}əbabš band and the area was of vital importance to the sx̌^{w}əbabš band for salmon fishing, clam and oyster cultivation, and canoe carving; and

WHEREAS, the City and Puyallup Tribe are committed to work in cooperation to build the relationship between the two governments; and

WHEREAS, these actions are a demonstration of the City's ongoing commitment to strengthening the relationship between the Puyallup Tribe and the City; and

WHEREAS, the City wishes to continue to honor the contributions of the Austin family to the development of Gig Harbor; and

WHEREAS, the Mayor formed an ad hoc committee of councilmembers, tribal representatives, and others from the community to explore options for renaming a City park to honor the sx̌^{w}əbabš band; and

WHEREAS, after a series of meetings, the ad hoc committee forwarded its recommendations to the Gig Harbor Parks Commission; and

WHEREAS, on February 3, 2021, the Parks Commission held a public hearing on renaming the park based on the recommendations of the ad hoc committee and subsequently recommended to the City Council that the name of "Austin Estuary Park" be changed to "Austin Park"; and

WHEREAS, the Parks Commission further recommended, based on the recommendation of the ad hoc committee, that the area surrounding the North Creek (aka Donkey Creek) estuary be referred to as the "tx^{w}aalqəł Estuary." In the Lutshootseed language of the Puyallup Tribe, tx^{w}aalqəł means "place where game exists;" and

WHEREAS, the Gig Harbor Peninsula Historical Society (aka Harbor History Museum) expressed support for the name change to "Austin Park"; and

WHEREAS, the protocol included in Resolution 717 has been adhered to by staff and the Parks Commission;

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

Section 1. The existing City park named "Austin Estuary Park" shall now be named "Austin Park."

Section 2. The 7+ acre area surrounding the estuary of North Creek which includes the Harbor History Museum site, other lands in and around Donkey Creek Park and Austin Park, and is located within the North Creek watershed (as shown on Exhibit A) is designated as the "tx^{w}aalqəł Estuary." The Mayor is authorized, in consultation with the Puyallup Tribe and other entities that support the tribe, to develop and install interpretive signage on City-owned property within the tx^{w}aalqəł Estuary area and to provide educational information on the City's website and other avenues.

Section 3. Recognition of Ancestral Homelands of sx̌^{w}əbabš Peoples. The Mayor is directed to add to future staff work plans the establishment of an honorary historic area along the Gig Harbor waterfront to recognize the ancestral homelands of the sx̌^{w}əbabš band for educational and awareness purposes. Establishment of the historic area should be done in consultation with the Puyallup Tribe, the Design Review Board Historic Preservation designees, and other entities that support the tribe, as appropriate. City staff will work with the Puyallup Tribe to establish the area to be called the "Ancestral Homelands of the sx̌^{w}əbabš." This would be an honorary designation for educational and awareness purposes only and would carry with it no regulatory impact.

APPROVED by the City Council this 22nd day of February, 2021.

APPROVED:

_____
Mayor Kuhn

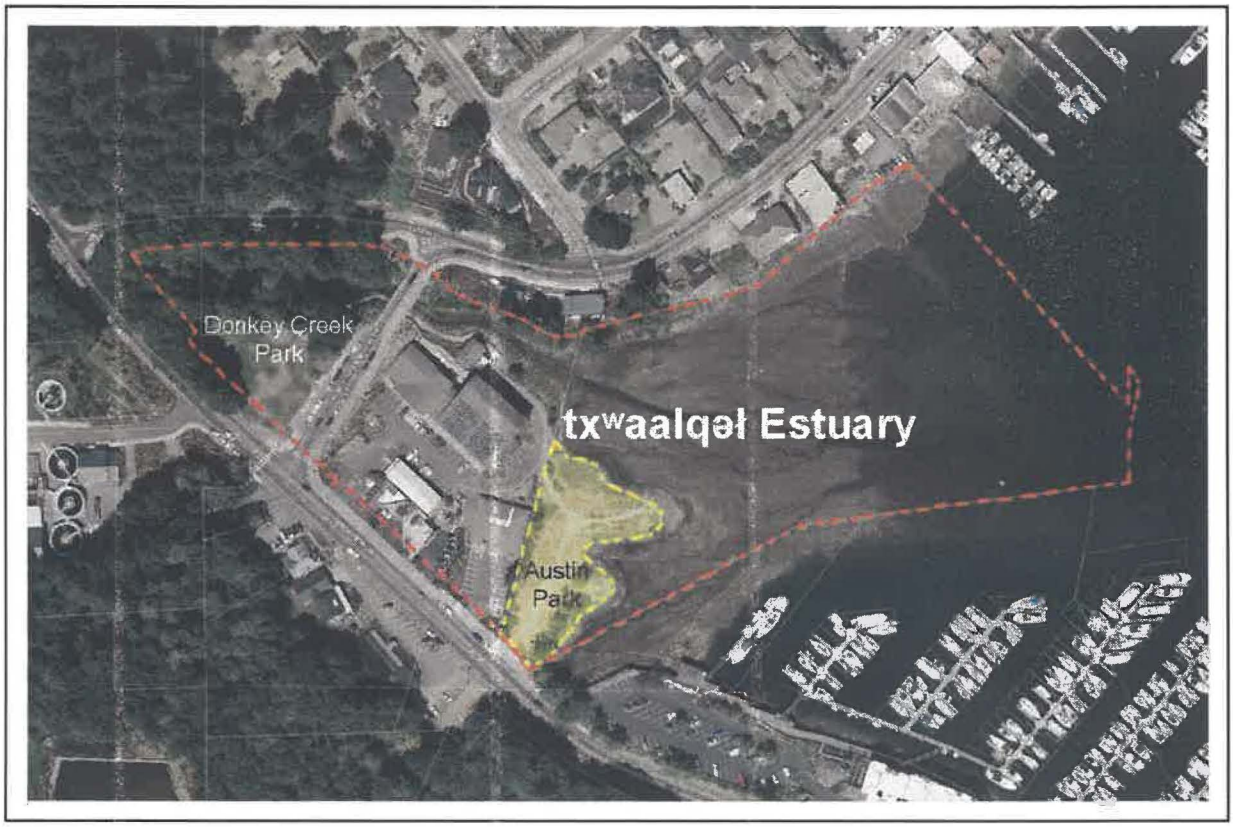
ATTEST/AUTHENTICATED:

_____
City Clerk

FILED WITH THE CITY CLERK: 2/9/2021
PASSED BY THE CITY COUNCIL: 2/22/21
RESOLUTION NO: 1199

EXHIBIT A

Map of tx^{w}aalqəł Estuary



PARKS COMMISSION
RESOLUTION NO. 2021-01

A RESOLUTION OF THE PARKS COMMISSION RECOMMENDING THE CITY COUNCIL RECOGNIZE THE LOCAL PUYALLUP TRIBE BAND THROUGH THREE ACTIONS.

WHEREAS, pursuant to GHMC § 2.50.010 the Parks Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operations of parks and recreation programs, and other matters as directed by Council; and

WHEREAS, pursuant to GHMC § 2.50.050.C. the Commission may recommend to the City Council regarding planning, promotion, acquisition, construction, and development of public recreational facilities and recreational programs; and

WHEREAS, on September 28, 2020, the City Council approved Resolution 1186 honoring Indigenous People's Day and Native American Heritage Month and subsequently created an ad-hoc committee to consider restoring the name of Austin Estuary Park to honor the sxwəbabš band of the Puyallup Tribe; and

WHEREAS, the ad-hoc committee met multiple times discussing how to appropriately honor the sxwəbabš band of the Puyallup Tribe and the existing named locations while receiving input from a variety of sources for developing options to rename parks and features and considering the impacts from these options; and

WHEREAS, on December 2, 2020, the Parks Commission received a presentation from the City's ad-hoc committee on their proposal to restore a park name; and

WHEREAS, on February 3., 2021, the Parks Commission held a public hearing to review and discuss City's ad-hoc committee proposal to restore a park name.

Now, therefore, the City of Gig Harbor Parks Commission resolves as follows:

Section 1: The Parks Commission recommends the following to the Gig Harbor City Council:

1. The 7+ acre estuary, including the mouth of Donkey Creek, the Harbor History Museum site, and other lands in and around Donkey-Creek Park be named "txwaalqəɬ (twa-al-cuth) Estuary" as shown in the red boundary on the attached map in recognition of the historic sxwəbabš (sk-WHUH-babsh) village site.

2. Rename "Austin Estuary Park" to "Austin Park."

3. The Parks Commission asks the City Historic Certified Local Government representatives (CLGs), in consultation with the Puyallup tribe, to recommend an area

within the Gig Harbor waterfront to designate as ancestral homelands of the sxwəbabš (sk-WHUH-babsh) peoples. The Parks Commission asks the CLGs to work with the Puyallup Tribe and the City Planning Department to name the region "Ancestral Homelands of the sxwəbabš." This would be an honorary designation for educational and awareness purposes only, with no regulatory impact.

PASSED and APPROVED on this, the 3rd day of February 2021.

Attest: DocuSigned by:
74A6C7C58B674DB...

Jeff Langhelm, PE
Public Works Director

Signed: DocuSigned by:
756B7BBB06ED4B5...

Ben Coronado, Chair
Parks Commission

Business of the City Council
City of Gig Harbor, WA

Subject: Resolution 1200 Authorizing the Submittal of a Conservation Futures Grant Application to Pierce County

Proposed Council Action: Move to approve Resolution 1200.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm

For Agenda of: February 22, 2021

Exhibits: Resolution 1200

	Initial & Date
Concurred by Mayor:	KW 2-16-21
Approved by City Administrator:	PWL 02/16/2021
Approved as to form by City Atty:	N/A
Approved by Finance Director:	N/A
Approved by Department Head:	N/A

Expenditure Required	$20,000	**Amount Budgeted**	$0	**Appropriation Required**	$20,000

INFORMATION/BACKGROUND

The City has been made aware of an 11.5-acre parcel (parcel number 0221061108) located directly north of the Gig Harbor Wastewater Treatment Plant that has a uniquely undeveloped and healthy streamside forest through which North Creek (aka Donkey Creek) passes. This property has been surveyed by the Wild Fish Conservancy and has been identified as having critical Salmon habitat. Juvenile coho salmon (O. kisutch) and coastal cutthroat trout (O. clarkia) were documented in abundance within the stream reach during the 2018 survey, and the Washington Department of Fish and Wildlife has also documented both Chum salmon (O. keta) and ESA-listed Puget Sound steelhead trout (O. mykiss) within this reach of North Creek

In addition, this property is also within the tx^{w}aalqəł ("place where game exists") area once inhabited by the sx̌^{w}əbabš ("swift water people") band of the Puyallup Tribe and has great historical and cultural importance to the community.

Properties along Burnham Drive and within the North Creek watershed have experienced substantial development over the last 10 years. This parcel is at significant risk of development (one previous pre-application showed a development plan for 34 housing units). A housing development would almost certainly mean the further degradation of this uniquely healthy salmon habitat, the loss of a great number of trees and a dramatic change in the look of this corner of our downtown view basin.

Forterra, a non-profit land conservation organization, believes it to be a strong candidate for a Pierce County Conservation Futures Grant which would provide funds to purchase the property.

Forterra has offered to sponsor and write the grant. The owners of the parcel have indicated that they are interested in selling this parcel. The estimated fair market value of the parcel is $500,000.00.

Pierce County Conservation Futures Grants require a minimum 10% matching funds of the estimated purchase price. The Puyallup Tribe has agreed to provide $50,000 to meet the minimum 10% matching funds. Applications for a Pierce County Conservation Futures Grant may be strengthened by exceeding the minimum 10% matching funds and the Mayor has recommended that the City contribute an additional $20,000 in matching funds. This contribution would be a budget appropriation from the City's 2022 Budget.

The City is an eligible agency to receive properties acquired with a Pierce County Conservation Futures Grant. The acquired parcel would be included in the City's parks inventory and adapted for recreational use, including the installation of a connector trail between the Cushman Trails and the City's waterfront corridor. The City has the ability to receive, own, and maintain this property in conservation due to the anticipated low level of required maintenance.

This resolution authorizes the Mayor to work with Forterra and the Puyallup Tribe to submit a grant application before the March 15 deadline. It also affirms the City's commitment to provide $20,000 in matching funds and preserve the parcel in its parks inventory.

FISCAL CONSIDERATION

The City will include a budget appropriation of $20,000 in the 2022 Budget to cover the City's portion of the grant match.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to approve Resolution 1200.

RESOLUTION NO. 1200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF A CONSERVATION FUTURES GRANT APPLICATION TO PIERCE COUNTY.

WHEREAS, the City of Gig Harbor has identified an 11.5-acre parcel (parcel number 0221061108) located directly north of the Gig Harbor Wastewater Treatment Plant as a parcel of uniquely undeveloped and healthy streamside forest through which North Creek (aka Donkey Creek) passes; and

WHEREAS, this property has been surveyed by the Wild Fish Conservancy and has been identified as having critical Salmon habitat. Juvenile coho salmon (O. kisutch) and coastal cutthroat trout (O. clarkia) were documented in abundance within the stream reach during the 2018 survey, and the Washington Department of Fish and Wildlife has also documented both Chum salmon (O. keta) and ESA-listed Puget Sound steelhead trout (O. mykiss) within this reach of North Creek; and

WHEREAS, this property is also within the tx^{w}aalqəł ("place where game exists") area once inhabited by the sx̌^{w}əbabš ("swift water people") band of the Puyallup Tribe and has great historical and cultural importance to the community; and

WHEREAS, properties along Burnham Drive and within the North Creek watershed have experienced substantial development over the last 10 years. This parcel is at significant risk of development (one previous pre-application showed a development plan for 34 housing units). A housing development would almost certainly mean the further degradation of this uniquely healthy salmon habitat, the loss of a great number of trees and a dramatic change in the look of this corner of our downtown view basin; and

WHEREAS, Forterra, a non-profit land conservation organization, believes it to be a strong candidate for a Pierce County Conservation Futures Grant which would provide funds to purchase the property. Forterra has offered to sponsor and write the grant; and

WHEREAS, the owners of the parcel are interested in selling this parcel. The estimated fair market value of the parcel is $500,000.00; and

WHEREAS, Pierce County Conservation Futures Grants require a minimum 10% matching funds of the estimated purchase price. The Puyallup Tribe has agreed to provide $50,000 to meet the minimum 10% matching funds. Applications for a Pierce County Conservation Futures Grant may be strengthened by exceeding the minimum 10% matching funds; and

WHEREAS, the City of Gig Harbor is an eligible agency to receive properties acquired with a Pierce County Conservation Futures Grant. The acquired parcel would be included in the City's parks inventory and adapted for recreational use, including, potentially, the installation of a connector trail between the Cushman Trails and the City's waterfront corridor; and

WHEREAS, the City of Gig Harbor has the ability to receive, own, and maintain this property as in conservation due to the anticipated low level of required maintenance;

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

Section 1. The Mayor is authorized to work in cooperation with Forterra and the Puyallup Tribe to submit a Conservation Futures Grant application to Pierce County before the March 15, 2021, deadline. The Mayor is authorized to sign an affidavit on behalf of the City as the Receiving Agency, acknowledging that the City will accept the property interest acquired and protect and steward the conservation features of the parcel in perpetuity.

Section 2. The City hereby certifies that it shall provide a matching share of project funding in the amount of $20,000.00, which will be provided by a city budget appropriation.

Section 3. If the grant is awarded and the sale of the parcel is executed, the City hereby accepts Parcel 0221061108 into its parks inventory. Any development of the property will be authorized and budgeted by future Council action.

RESOLVED this 22nd day of February, 2021.

APPROVED:

_____
KIT KUHN, MAYOR

ATTEST/AUTHENTICATED:

_____
CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 02/12/21
PASSED BY THE CITY COUNCIL: 02/12/21
RESOLUTION NO. 1200

GIG HARBOR
"THE MARITIME CITY"

Business of the City Council
City of Gig Harbor, WA

Subject: 2021 Comprehensive Plan Amendment Docket

Proposed Council Action: Conduct public hearing on the 2021 Annual Comprehensive Plan Docket and make a decision on each application.

Dept. Origin: Community Development

Prepared by: Carl de Simas, Senior Planner

For Agenda of: February 22, 2021

Exhibits: Applications and assoc. documents

	Initial & Date
Concurred by Mayor:	KK 2-16-21
Approved by City Administrator:	RL 02/16/2021
Approved as to form by City Atty:	Email 01/29/21
Approved by Finance Director:	N/A
Approved by Department Head:	KMK 2/11/21

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0

INFORMATION / BACKGROUND

The Community Development Department has docketed the proposed Comprehensive Plan amendments submitted for the 2021 annual review cycle. As required by Chapter 19.09, the Department reviewed the applications and determined completeness. Per code, the City Council makes the final decision on which amendments will proceed through the annual amendment process. Should City Council choose to deny docketing for an application, staff will return at the next available council meeting with a resolution documenting the docket denial.

A public hearing is required this evening per GHMC 19.09.120.

1. **PL-COMP-18-0001: Culture and Arts Element.** The request is a City-Wide Text Amendment to create a new "Culture and Arts" Element to the City's Comprehensive Plan requested by the City's Arts Commission.

   - Applicants believe embracing and encouraging the arts is an important tool in building community and the economy.
   - Applicants assert that Gig Harbor should be a place where things aren't' just done efficiently and professionally, but artfully and gracefully.

   In 2019, the City Council initiated the amendment subject to staff time availability. Unfortunately, staff has not found time to bring this issue forward to the Planning Commission due to other work program items, priorities, and current planning workload. The City is required by law to update its Comprehensive Plan every 8 years. The next major update, then, would be 2024. Staff recommends Council direct Staff to work with the Arts

Commission to prepare an application for this proposed amendment to be processed during the 2024 Comprehensive Plan Amendment Cycle.

2. **PL-COMP-21-0001: Land Use Element Update.** The City's adopted 2021 Budget has identified two items that, when complete, will likely require amendments to the Land-use Element of the City's Comprehensive Plan. Those items are: Housing Attainability Analysis and Urban Growth Area Analysis. This request is initiated by the Community Development Department and its initiation would allow staff to identify those goals and policies within the element that will likely need updates resulting from the budgeted items in the work program. Additionally, the Land Use Element will be updated to be consistent with zoning information located in GHMC Title 17. Staff recommends initiation of PL-COMP-21-0001.

3. **PL-COMP-21-0002: Shoreline Master Program Periodic Update.** The City is required to conduct a periodic update to its Shoreline Master Program in consultation with the Washington State Department of Ecology (ECY) and the City's expert consultant. As the SMP is adopted by reference within the City's Comprehensive Plan, a formal amendment process must be the vehicle for this update. The update has already been through significant review effort and will be completed in the early spring of this year. This application also includes amendments relative to the FEMA Door 2B approach pertaining to Habitat Assessment. The item has been identified in the City's adopted 2021 Budget with funds allocated for consultant services. Staff recommends initiation of PL-COMP-21-0002.

4. **PL-COMP-21-0003: Shoreline Master Program – Public Arts Exemption.** The City's Public Works Department proposes an amendment to the Shoreline Master Program allowing for an exemption, or regulation, regarding public art within the shoreline jurisdiction. The amendment language is yet to be identified as it will require input from the Washington State Department of Ecology, potentially other agencies and interest groups, as well as public input. The request, initially, is to initiate the amendment process so that the City's Planning Commission can begin reviewing the issue with staff. Staff recommends initiation of PL-COMP-21-0003.

5. **PL-COMP-21-0004: Housing Element Update.** The City's adopted 2021 Budget has identified two items that, when complete, will likely require amendments to the Housing Element of the City's Comprehensive Plan. Those items are: the Housing Attainability Analysis and the Urban Growth Area Analysis. This request is initiated by the Community Development Department and its initiation would allow staff to identify those goals and policies within the element that will likely need updates resulting from the budgeted items in the work program. Staff recommends initiation of PL-COMP-21-0004.

POLICY ANALYSIS

The Council shall consider the applications under the criteria set forth in GHMC 19.09.130 (listed below) and shall decide whether to process the application during the current annual amendment process.

The Council's findings and conclusions on any application that will not be processed shall be incorporated into a resolution. No findings and conclusions are required for an application that is forwarded for further processing.

A. Selection Criteria. Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts as well as the following items:

1. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and
2. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments; and
3. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate. (GHMC 19.09.130).

ENVIRONMENTAL ANALYSIS
SEPA review will be initiated if the Council forwards a Comprehensive Plan Amendment application to the Planning Commission.

FISCAL CONSIDERATION
None.

BOARD OR COMMITTEE RECOMMENDATION
N/A

RECOMMENDATION / MOTION
Conduct public hearing on the 2021 Annual Comprehensive Plan Amendments applications and make a decision on each application.

Council Exhibit
PL-COMP-18-0001
1 of 3

GIG HARBOR
"THE MARITIME CITY"

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JUN 29 2018
CITY OF GIG HARBOR

OFFICE USE ONLY
SUBMITTED: 6/29/2018
CASE NO.: PL-COMP-18-0001

MASTER PLANNING PERMIT APPLICATION

Check all permits you are applying for in the boxes provided. Submit this application form, the applicable materials listed in the corresponding checklist and fee.

☐ Major Site Plan Review	☐ Preliminary Short Plat	☐ Shoreline Substantial Development Permit	☐ Land Clearing
☐ Minor Site Plan Review	☐ Final Short Plat	☐ Shoreline Variance	☐ Nonconforming Review
☐ Administrative Design Review	☐ Preliminary Plat	☐ Shoreline Conditional Use Permit	☐ Perf. Based Height Exception
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☐ Alternative Landscape Plan	☐ Final Plat	☐ Shoreline Revision	☐ Administrative Interpretation
☐ Binding Site Plan	☐ Plat Alterations/Vacation	☐ Flood Hazard	☐ Rezone
☐ Variance	☐ Preliminary PRD/PUD	☐ Critical Area Variance	☐ Height Restriction Area Amendment
☐ Conditional Use Permit	☐ Final PRD/PUD	☐ Reasonable Use Exception	☒ Comp. Plan Amendment
☐ SEPA	☐ Final PRD/PUD Amendment	☐ Critical Area Review	☐ Zoning Text Amendment
	☐ Boundary Line Adjustment		

Project Name:	Culture and Arts Element
Project Address:	city wide
Tax Assessor Parcel Number(s): *Attach full legal description*	N/A

APPLICANT/AGENT ☒ **Primary Contact for Application**			
Name:	Charlee Glock-Jackson	**Phone:**	253-857-5604
Street:	~~8108 cit~~	**Fax:**	—
City/State/Zip:	—	**Email:**	charlee@centurytel.net

PROPERTY OWNER(S) ☐ **Applicant** ☐ **Primary Contract for Application**			
Name:	City of G.H. Arts Com.	**Phone:**	253 851.8170
Street:	3510 Grandview St	**Fax:**	—
City/State/Zip	Gig Harbor WA 98332	**Email:**	

Property Owner(s)

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Signature by Property Owner: Charlee Glock-Jackson **Date:** 29 June 2018

PROJECT DESCRIPTION (PROVIDE DETAILED SUMMARY)

UTILITIES

Water Supply (name of utility provider):	**Sewage Disposal (name of utility provider):**

Access (Name of road or street from which access is or will be gained):

N/A

CRITICAL AREA INFORMATION

Wetlands on site ☐ Yes ☒ No	**Slopes exceeding 15%** ☐ Yes ☒ No	**Streams** ☐ Yes ☒ No

Existing Land Use: Describe (or illustrate separately) all existing use structures and all critical areas within 300 feet of property lines.

City wide text amendment

Fee Deposits:
"I acknowledge that I have applied for a permit which requires a deposit for future services to be rendered, as required by section F of the City's adopted Fee Schedule. I understand that, as the applicant, I (we) shall bear all of the costs of these services and will be billed the act costs in excess of the deposit. If the actual costs are below the deposit, I will be refunded the difference." _____ (Initials)

Consolidated Permit Processing:
"As the applicant, I (we) elect to have all planning permits submitted concurrently and associated with our project processed collectively under the highest numbered permit procedure per GHMC 19.01.002(B)." _____ (Initials)

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PL-COMP-18-0001
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Appendix

THE ORIGINS OF THE PROPOSED ARTS + CULTURE ELEMENT + RECENT SURVEY

In 2016, the Gig Harbor City Council approved and adopted a text amendment ("Cultural Arts Programs and Resources" — included with this application) to the Parks & Recreation Element in the Comprehensive Plan. The purpose of the text amendment, submitted by the Gig Harbor Arts Commission, was "to delineate the importance of The Arts — visual art, music, theater, dance, poetry and prose, film and other creative endeavors — as they relate to the quality of life in Gig Harbor."

In February 2018, City Council approved the Arts Commission's 2018 Work Plan which included the Commission's goal to create a separate and distinct Arts + Culture Element for the 2019 Comprehensive Plan. The intent was to help the city direct its efforts and resources toward a clearly defined vision for its future that reflects community desires, current and future trends and bolsters the city's unique position in the region and affirms the importance of arts and culture in Gig Harbor.

Immediately following the approval of the Work Plan, a Citizens Advisory Committee was formed, including Councilmembers Jeni Woock and Ken Malich; Arts Commissioners Charlee Glock-Jackson, Leonard Hill, Robin Avni and Byron O'Neil; Stephanie Lile, Executive Director, Harbor History Museum; Steve Lynn, owner Morso Wine Bar; Barbara Hammerman, Founder and Executive director, United By Music North America; Anne Knapp, Peninsula Art League artist and art educator; Kathy Kuhn, Gig Harbor's First Lady.

The work began with researching and reviewing other regional and state arts and culture plans (Bainbridge, Poulsbo, Spokane, Langley, Bellevue, Tacoma and Seattle), the 2014 ArtsFund Economic Impact Study of the Puget Sound Region, the Arts and the Americans for the Arts 2017 report "Americans Speak Out About the Arts." The Committee also reviewed the 2016 Feasibility Study developed by Charles Johnson & Associates for the Gig Harbor Arts Center Alliance.

To gain an understanding of the importance of Arts and Culture to the citizens of Gig Harbor, the Advisory Committee, acting on behalf of the Arts Commission, created an online survey that was launched on May 30 with the help of the City's Tourism & Marketing Department. The survey was distributed to businesses, service and non-profit organizations, (Chamber of Commerce, Waterfront Alliance, Rotary and Kiwanis Clubs, History Museum, Peninsula Art League, Gig Harbor Film Festival, Greater Gig Harbor Foundation and others) and many individuals residents and was promoted at the Maritime Festival and online community groups.

There was a robust response of 915 community members to the Survey; 80% of the respondents were residents of the City, 20% were from nearby areas. The survey provided a strong affirmation by the community with **87% of the respondents believing the arts are *"Very Important"* to the quality of life in Gig Harbor.**

The survey shows that the community-at-large believes arts and culture are essential in creating a healthy, vibrant and prosperous city. To gain clarity around actual community needs and interests, the next step, as stated in the Arts + Culture Element, is to clarify in the coming months what the actual needs of the community are through a series of meetings with key stakeholders and the citizens of the community. The importance of this next step is underscored by **96% of the survey participants responding that it is important to *"consider the residents of the city when planning for public and private arts and cultural events"*.**

The committee plans to use this survey as a baseline and guideline for future community inquires. Of note is that the Gig Harbor community, and their attitudes about arts and culture, align with, or at times even exceed, national attitudes in the most recent Americans for the Arts survey.

A few other highlights from the Gig Harbor arts and cultural survey.

- **Arts + Culture are a community asset and image builder**
  - 96% believe that arts and cultural activities offer positive experiences for the Gig Harbor community.
  - 83% *"Strongly Agree"* that arts and cultural activities are an asset to the community.
  - 73% *"Strongly Agree"* that the Arts improve the image and identity of the community.
- **The arts provide meaning to Gig Harbor residents' lives**
  - 79% of respondents have household members personally involved in artistic activities
  - 78% of respondents believe that the arts "lifts my spirits".
- **Venues to experience Arts + Culture are important**
  - 87% believe that gathering spaces for art and culture events and activities are *"Very Important"*.
  - 77% of respondents think it *"Very Important"* to both local businesses and the economy to have facilities and performance venues for experiencing arts and culture.

These results support the direction of resources toward clearly defining a future vision for Gig Harbor that includes arts, heritage and culture as a way to strengthen our community and fostering economic growth for our city.

A SAMPLING OF THE ARTS COMMISSION'S PAST ACTIVITIES

Grant support:
Through an earlier grants program, the Arts Commission provided modest financial support to a variety of local arts organizations whose work enriches the lives of the people of Gig Harbor including Peninsula Art League, Paradise Theatre, the Gig Harbor Civic Orchestra, Gig Harbor Film Festival, the Greater Gig Harbor Open Studio Tour and others. These organizations' activities — art fairs, festivals, concerts and theatrical and dance performances —draw tourists to Gig Harbor and add to the City's tax revenues.

Workshops and lectures:
When the grants program was discontinued during the economic downturn (in 2008), the Arts Commission continued to provide support to arts organizations, individual artists and even local business owners by presenting workshops on topics such as working with the media to promote their work; building an effective website; using social media, video and other options to promote their work and, in collaboration with the Gig Harbor Library, how to use a 3D printer. (In several workshops, the Arts Commission partnered with the Downtown Waterfront Alliance.) The Commission also presented a standing-room-only lecture by Tacoma resident Peter Altmann, whose mother was the subject of the film "The Woman in Gold." All these events were held at the Civic Center and were free to the community.

Public art acquisition

- One of the Arts Commission's first projects, in 2002, was to commission artworks for the new Civic Center — the stainless steel mural — "Harbor Landings" — in the foyer above the entrance to Council chambers, by Olalla sculptor Gary Jackson; the carved glass countertops — "Harbor Legacy" — in the Planning Department created by Gig Harbor resident Doug Filbach and the bronze

"compass — "Fish Flurry" — by George and Lavonne Hoivilc — in the sidewalk in front of the building.

- Since then, the Arts Commission has also commissioned "Memory Vessel," a stainless steel sculpture by Stanley Nakamira at the Bogue Viewing platform and "The Landing," a Cor-Ten steel vessel at the entrance to the Maritime pier, by Matthew Dockrey.
- In 2017, the Arts Commission, Parks Commission, Public Works Committee and City Council unanimously approved Gary Jackson's concept for creation of relief sculpture artwork for Ancich Park. Work is scheduled to begin in fall 2018, once the boat storage building in the Park is finished. Installation of the artwork is anticipated for early spring 2019.

Council Exhibit
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The Arts + Cultural Element for Gig Harbor

JUNE 28, 2018
GIG HARBOR, WA

THE ARTS AND CULTURAL ELEMENT

Culture and art are tools for accomplishing the larger community goals of economic vitality, quality education and community planning and design. Investment in the arts is an investment in making Gig Harbor a better place to live and work for all its citizens.

This newly drafted Art + Culture Element proposal identifies ways in which the City's goals and aspirations can be realized through inclusion of arts and culture in the visioning process. It is intended to completely replace the text amendment ("Cultural Arts Programs and Resources"; see Appendix) added to the Parks & Recreation Element in the Comprehensive Plan in 2016.

In addition to the goals outlined in this Element, it is also requested the City consider the following:

- The Arts Commission be renamed the Gig Harbor Arts and Culture Commission to better describe its scope and responsibilities; the Commission should meet at least 10 times per year.
- The "Cultural Arts Programs and Resources" text amendment be removed from under the Parks + Recreation Element and this new Arts + Culture Element be added to the Comp Plan as a separate, stand-alone Element.
- The City ensure the Gig Harbor Arts + Cultural Commission receives adequate staffing and support so they can successfully improve the quality, accessibility and presence of the arts and culture in Gig Harbor.
- The City help provide sufficient funding to implement specific projects, support community arts and cultural organizations through grants and the leveraging of matching grants.
- Given adequate staffing and support, the Gig Harbor Arts + Cultural Commission will endeavor to supplement annual contributions from the City's general fund or LTAC funds by pursuing outside funding sources.
- The City help encourage private developers to incorporate an arts presence into buildings and other permanent structures (of a certain minimum value). Additionally, the City could consider adding impact fees to commercial, industrial and mixed-use permits, to support the incorporation of art in these building projects.

We ask the City to consider this Arts + Cultural Element to be included in the 2019 Comprehensive Plan to define and acknowledge the role the Arts and Cultural Commission will play in Gig Harbor:

GOAL 1: CREATIVE + ECONOMIC VITALITY

ENHANCE THE QUALITY OF LIFE IN GIG HARBOR BY CREATING AN ENVIRONMENT IN WHICH ARTISTIC AND CULTURAL ACTIVITIES FLOURISH.

- Provide arts and cultural leadership for the city as advocates to the Mayor and Council for the development of arts and cultural activities for the benefit of its citizens.
- Collaborate with the Gig Harbor Tourism and Marketing Department and Pierce County Tourism to increase artistic, historic and cultural tourism in Gig Harbor.
- Strengthen the operational capacity of the arts, heritage and cultural community through the development of a City arts fund to support grants for artists/writers/performers and non-profit organizations that offer creative and cultural experiences.
- Collect data that evaluates cultural and economic impact of the arts on Gig Harbor.
- Solicit regular feedback from the community through surveys and interviews with citizens, civic and business leaders; share these results with the community.

GOAL 2: PUBLIC ARTS + COMMUNITY DESIGN

STRENGTHEN AND EXPAND GIG HARBOR'S PUBLIC ART PROGRAM TO CREATE VISIBLE LANDMARKS AND CULTURAL POINTS OF REFERENCE TO REINFORCE THE HARBOR'S IDENTITY, CULTURE AND CHARACTER.

- Participate in the development of creative public spaces; create a cohesive wayfinding and interpretive signage strategy, including the identification of unique city landmarks.
- Expand the Public Art Fund to acquire and manage works of public art through commissioned works, temporary works, direct purchases and community projects; identify Public Arts gaps throughout the community.
- Include the Gig Harbor Arts Commission at the beginning of all private development and capital projects to advocate for the inclusion of quality public art in new construction projects; model on the 1 percent for art programs across the county and state (see Appendix for examples).
- Explore the funding of public art purchases through a variety of resources, including leveraging existing city funding, exploring state and national grants and pursuing sponsorship from public and private entities.
- Formalize an overall strategy for planning, design, solicitation and selections of artists for art in public spaces, as well as address inventory, maintenance and policy issues that relate to the Public Art Program.

GOAL 3: EDUCATION + ENGAGEMENT

FOSTER A UNIQUE, PLENTIFUL AND LEARNING-ORIENTED ARTS AND CULTURAL ENVIRONMENT.

- Demonstrate a commitment to quality arts education and life-long learning by advocating for comprehensive inclusion of the arts throughout our community.
- Foster partnerships between the City, the business community and arts and culture organizations to create and produce education and engagement opportunities for Gig Harbor citizens through the sponsorship of arts and cultural programming.
- Advocate the inclusion of the Arts in the Peninsula School District's STEM (Science, Technology, Engineering and Math) programming – creating STEAM with the integration of Arts + Design in K-12 education.
- Create opportunities for the public to watch artists, conservators and historic preservationists at work and to observe the creative process as well as participate in hands-on learning experiences.

GOAL 4: SPACES + PLACES

ENCOURAGE THE DEVELOPMENT OF ADEQUATE, AFFORDABLE AND APPROPRIATE SPACES FOR ARTISTIC AND CULTURAL ACTIVITIES FOR ALL.

- Inventory existing cultural facilities including spaces suitable for workshops, rehearsals and performances and "maker spaces" for working artists and conservators.
- Respond to the growing need for artistic and cultural facilities; identify short- and long-term facility needs and priorities.
- Encourage the development of venues suitable for cultural and artistic activities including visual and performing arts centers, marketplaces, performance and exhibition spaces and maker spaces.
- Advocate for current and future arts-related businesses, open studio spaces and live-work housing.

GOAL 5: CULTURE + HERITAGE.

IDENTIFY, PRESERVE, AND ADVANCE THE CITY'S CULTURAL HERITAGE AND HISTORY.

- Advocate for the preservation, interpretation and adaptive reuse of historic and cultural sites in partnership with local entities devoted to preservation.
- Recognize the value of heritage and cultural arts to promote tourism for Gig Harbor using geographic and historic themes that complement other types of visitation and travel experiences.
- Support projects that use the arts as a vehicle for understanding and celebrating other cultures and Gig Harbor heritage.

GIG HARBOR
"THE MARITIME CITY"

Council Exhibit
PL-COMP-21-0001
1 of 1

OFFICE USE ONLY

SUBMITTED: _____

CASE NO.: PL-COMP-21-0001

MASTER PLANNING PERMIT APPLICATION

Check all permits you are applying for in the boxes provided. Submit this application form, the applicable materials listed in the corresponding checklist and fee.

☐ Major Site Plan Review	☐ Preliminary Short Plat	☐ Shoreline Substantial Development Permit	☐ Land Clearing
☐ Minor Site Plan Review	☐ Final Short Plat	☐ Shoreline Variance	☐ Nonconforming Review
☐ Administrative Design Review	☐ Preliminary Plat	☐ Shoreline Conditional Use Permit	☐ Perf. Based Height Exception
☐ Alternative Design Review	☐ Preliminary Plat Revision	☐ Shoreline Exemption	☐ Temporary Trailer
☐ Alternative Landscape Plan	☐ Final Plat	☐ Shoreline Revision	☐ Administrative Interpretation
☐ Binding Site Plan	☐ Plat Alterations/Vacation	☐ Flood Hazard	☐ Rezone
☐ Variance	☐ Preliminary PRD/PUD	☐ Critical Area Variance	☐ Height Restriction Area Amendment
☐ Conditional Use Permit	☐ Final PRD/PUD	☐ Reasonable Use Exception	■ Comp. Plan Amendment
☐ SEPA	☐ Final PRD/PUD Amendment	☐ Critical Area Review	☐ Zoning Text Amendment
☐ Tree Removal	☐ Boundary Line Adjustment		☐ Zoning Verification Letter

Project Name:	Land-use Element Amendments
Project Address:	City-wide Text Amendment
Tax Assessor Parcel Number(s): *Attach full legal description*	N/A

APPLICANT/AGENT ■ **Primary Contact for Application**			
Name:	Community Development Deptartment	**Phone:**	253-851-6170
Street:	3510 Grandview Street	**Fax:**	
City/State/Zip:	Gig Harbor, WA 98335	**Email:**	cdesimas@gigharborwa.gov

PROPERTY OWNER(S) ☐ **Applicant** ☐ **Primary Contract for Application**			
Name:		**Phone:**	
Street:		**Fax:**	
City/State/Zip		**Email:**	

Property Owner(s)

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Signature by Property Owner: N/A _____ **Date:** _____

PROJECT DESCRIPTION (PROVIDE DETAILED SUMMARY)

The City's adopted 2021 Budget has identified two items that, when complete, will likely require amendments to the Land-use Element of the City's Comprehensive Plan. Those items are: Housing Attainability Analysis and Urban Growth Area Analysis. This request is initiated by the Community Development Department and its initiation would allow staff to identify those goals and policies within the element that will likely need updates resulting from the budgeted items in the work program. Additionally, the Land Use Element will be updated to be consistent with zoning information located in GHMC Title 17.

UTILITIES

Water Supply (name of utility provider):	**Sewage Disposal (name of utility provider):**
N/A	N/A

Access (Name of road or street from which access is or will be gained):
N/A

CRITICAL AREA INFORMATION

Wetlands on site ☐ Yes ☐ No	**Slopes exceeding 15%** ☐ Yes ☐ No	**Streams** ☐ Yes ☐ No

Existing Land Use: Describe (or illustrate separately) all existing use structures and all critical areas within 300 feet of property lines.
N/A

Fee Deposits:
"I acknowledge that I have applied for a permit which requires a deposit for future services to be rendered, as required by section F of the City's adopted Fee Schedule. I understand that, as the applicant, I (we) shall bear all of the costs of these services and will be billed the act costs in excess of the deposit. If the actual costs are below the deposit, I will be refunded the difference." N/A (Initials)

Consolidated Permit Processing:
"As the applicant, I (we) elect to have all planning permits submitted concurrently and associated with our project processed collectively under the highest numbered permit procedure per **GHMC 19.01.002(B)**." N/A (Initials)

Council Exhibit
PL-COMP-21-0002
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OFFICE USE ONLY

SUBMITTED: _____

CASE NO.: PL-COMP-21-0002

MASTER PLANNING PERMIT APPLICATION

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☐ SEPA	☐ Final PRD/PUD Amendment	☐ Critical Area Review	☐ Zoning Text Amendment
☐ Tree Removal	☐ Boundary Line Adjustment		☐ Zoning Verification Letter

Project Name:	Shoreline Master Program Periodic Update
Project Address:	City-wide Text Amendment
Tax Assessor Parcel Number(s): *Attach full legal description*	N/A

APPLICANT/AGENT ■ **Primary Contact for Application**			
Name:	Community Development Department	**Phone:**	253-851-6170
Street:	3510 Grandview Street	**Fax:**	
City/State/Zip:	Gig Harbor, WA 98335	**Email:**	cdesimas@gigharborwa.gov

PROPERTY OWNER(S) ☐ **Applicant** ☐ **Primary Contract for Application**			
Name:		**Phone:**	
Street:		**Fax:**	
City/State/Zip		**Email:**	

Property Owner(s)

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Signature by Property Owner: N/A _____ **Date:** _____

PROJECT DESCRIPTION (PROVIDE DETAILED SUMMARY)

The City is required to conduct a periodic update to its Shoreline Master Program in consultation with the Washington State Department of Ecology (ECY) and the City's expert consultant. As the SMP is adopted by reference within the City's Comprehensive Plan, a formal amendment process must be the vehicle for this update. The update has already been through significant review effort and will be completed in the early spring of this year. This application also includes amendments relative to the FEMA Door 2B approach pertaining to Habitat Assessment. The item has been identified in the City's adopted 2021 Budget with funds allocated for consultant services.

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N/A	N/A

Access (Name of road or street from which access is or will be gained):
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CRITICAL AREA INFORMATION

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"As the applicant, I (we) elect to have all planning permits submitted concurrently and associated with our project processed collectively under the highest numbered permit procedure per **GHMC 19.01.002(B)**." N/A (Initials)

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DEVELOPMENT SERVICES

Council Exhibit
PL-COMP-21-0002
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TO: Reid Ekberg, Chair
Planning Commission

FROM: PK Peter Katich, Senior Planner
Planning Department

SUBJECT: Periodic Review-Gig Harbor Shoreline Master Program

DATE: November 8, 2018

The Gig Harbor Shoreline Master Program (GHSMP), was adopted by the city on November 25, 2013 and became effective on December 27, 2013. Pursuant to Washington Administrative Code (WAC) 173-26-090, the first periodic review of the master program is now required and must be completed by June 2019.

The periodic review is required at least once every 8 years on a schedule established under the Shoreline Management Act (RCW Chapter 90.58). The city's June 2019 deadline is 8 years from the original deadline established under the act for King, Pierce and Snohomish Counties, and the city's located within those counties planning under the Shoreline Management Act.

The periodic review must be accomplished through local government legislative action which requires that the Planning Commission first review the proposed amendments, and then make a recommendation to the Gig Harbor City Council for its direct action. The Planning Commission's meeting of November 15, 2018 will be the beginning of the city's review process for the update effort. The required minimum scope of review consists of:

- To assure that the master program complies with applicable law and guidelines in effect at the time of the review; and,

- To assure consistency of the master program with local government's comprehensive plan and development regulations adopted under chapter 36.70A RCW, if applicable, and other local requirements.

The review process provides a method for bringing shoreline master programs into compliance with the requirements of the act that have been added or changed since the last review and for responding to changes in guidelines adopted by the department, together with a review for consistency with amended comprehensive plans and regulations. It also provides local government with an opportunity to incorporate amendments to reflect changed circumstances, new information or improved data. The review ensures that shoreline master programs do not fall out of compliance over time through inaction.

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Attached, for your review is the city's draft Periodic Review Checklist that addresses the proposed amendments identified at this time. All but the 2018 "Proposed City of Gig Harbor Amendments" are required to address state-initiated amendments to the Shoreline Management Act.

Over the nearly five years that the current master program has been in use, staff have used it to permit several complex projects along the city's shorelines and many that are less complicated. Few issues with the existing policies and regulations have been identified, and staff continues to successfully administer the program as part of the city's land use regulatory scheme.

At the November 15, 2018 meeting, staff will provide an overview of the periodic review effort, answer questions and seek the Commission's permission to proceed with the review process. Staff is currently working on a public participation plan for the effort and may have it ready for review at the meeting.

Should you have any questions, please contact me at 253-853-7616. Thank you.

Council Exhibit
PL-COMP-21-0002
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Periodic Review Checklist – City of Gig Harbor (10.31.18 draft)

Introduction

This document is intended for use by counties, cities and towns conducting the "periodic review" of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the Shoreline Management Act (SMA) at RCW 90.58.080(4). Ecology's rule outlining procedures for conducting these reviews is at WAC 173-26-090.

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2017 that may trigger the need for local SMP amendments during periodic reviews.

How to use this checklist

See Section 2 of Ecology's *Periodic Review Checklist Guidance* document for a description of each item, relevant links, review considerations, and example language.

At the beginning: Use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

At the end: Use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

Local governments should coordinate with their assigned Ecology regional planner for more information on how to use this checklist and conduct the periodic review.

DEPARTMENT OF ECOLOGY State of Washington

Row	Summary of change	Review	Action
2017			
a.	OFM adjusted the **cost threshold for substantial development** to $7,047.	Subsection 8.2.1.A (SSDP requirement) & Subsection 8.2.2 (a)-exemptions from Substantial Development Permit	Revise cost threshold from $6,416 to $7,047 (also revise Customer Assistance Memo and website as necessary)
b.	Ecology amended rules to clarify that the **definition of "development"** does not include dismantling or removing structures.	Chapter 2 definition for "development"	clarify that it doesn't include the dismantling or removal of structures-see WAC 173-27-030(6)
c.	Ecology adopted rules that clarify **exceptions to local review under the SMA.**	Chapter 1, Section 1.6-applicability	Q: revise to address 3 types of development that the local SMP doesn't apply to
d.	Ecology amended rules that clarify **permit filing procedures** consistent with a 2011 statute.	Subsection 8.5.2.A-Ecology Review-Submittal Requirements	Revise subsection 8.5.2.A to address filing with Ecology by return requested receipt mail.
e.	Ecology amended **forestry use regulations** to clarify that forest practices that only involves timber cutting are not SMA "developments" and do not require SDPs.	**N/A**	**N/A**
f.	Ecology clarified the SMA does not apply to lands under **exclusive federal jurisdiction**	Chapter 1, Section 1.6-applicability	Q: revise to clarify SMP application to projects, uses and areas under federal jurisdiction
g.	Ecology clarified "default" provisions for **nonconforming uses and development.**	**N/A**	**N/A**
h.	Ecology adopted rule amendments to clarify the scope and process for conducting **periodic reviews.**	**N/A**	**N/A**
i.	Ecology adopted a new rule creating an **optional SMP amendment process** that allows for a shared local/state public comment period.	**N/A**	**N/A**
j.	**Submittal** to Ecology of proposed SMP amendments.	**N/A**	**N/A**
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structures to	Subsection 8.2.2-Exemptions from SDP	Add new subsection 8.2.2.q to listed exemptions

Row	Summary of change	Review	Action
	comply with the **Americans with Disabilities Act.**		
b.	Ecology updated **wetlands critical areas guidance** including implementation guidance for the 2014 wetlands rating system.	Confirm with Ecology that existing requirements comply with state wetland critical area guidance. Also, review GHSMP for consistency with July 2018 Ecology guidance for wetland buffers relative to current rating system and habitat tables in GHSMP Subsection 6.2.5.11.	Revise GHSMP Subsection 6.2.5 (regulations-critical areas) as necessary. Revise reference from most recent version of rating system to Wetlands Guidance for Critical Areas Ordinance Updates-Western Washington.
2015			
a.	The Legislature adopted a **90-day target** for local review of Washington State Department of Transportation (WSDOT) projects.	**N/A**	**N/A**
2014			
a.	The Legislature raised the cost threshold for requiring a Substantial Development Permit (SDP) for **replacement docks on lakes and rivers** to $20,000 (from $10,000).	Subsection 8.2.2-Exemptions from SDP	Add new subsection 8.2.2.h.ii raising threshold from 10 to $20K
b.	The Legislature created a new definition and policy for **floating on-water residences** legally established before 7/1/2014.	**N/A**	**N/A**
2012 (Pre-Comprehensive SMP adoption (11.25.13) & effective date (12.17.13)			
a.	The Legislature amended the SMA to clarify **SMP appeal procedures.**	**N/A**	**N/A**
2011			
a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved **federal wetland delineation manual.**	**N/A**	**N/A**
b.	Ecology adopted rules for new commercial **geoduck aquaculture.**	**N/A**	**N/A**
c.	The Legislature created a new definition and policy for **floating homes** permitted or legally established prior to January 1, 2011.	**N/A**	**N/A**

Row	Summary of change	Review	Action
d.	The Legislature authorized a new **option to classify existing structures as conforming.**	**See Subsection 8.11.8.d-currently addressed by existing SMP**	**none**
2010			
a.	The Legislature adopted **Growth Management Act – Shoreline Management Act clarifications.**	**N/A**	**N/A**
2009			
a.	The Legislature created new "relief" procedures for instances in which a **shoreline restoration project within a UGA** creates a shift in Ordinary High Water Mark.	**N/A**	**N/A**
b.	Ecology adopted a rule for certifying **wetland mitigation banks.**	Subsection 6.2.5.16.2	Add new Subsection 6.2.5.16.2.d that allows credits from a certified mitigation bank to be used to compensate for unavoidable impacts
c.	The Legislature added **moratoria authority** and procedures to the SMA.	**N/A**	**N/A**
2007			
a.	The Legislature clarified **options for defining "floodway"** as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	Chapter 2-Definitions	Revise per Ecology "option 1" example language
b.	Ecology amended rules to clarify that comprehensively updated SMPs shall include a **list and map of streams and lakes** that are in shoreline jurisdiction.	**N/A**	**N/A**
c.	Ecology's rule listing statutory exemptions from the requirement for an SDP was amended to include **fish habitat enhancement projects** that conform to the provisions of RCW 77.55.181.	**N/A**	**N/A**
2018	Proposed City of Gig Harbor Revisions		

Row	Summary of change	Review	Action
	Add shoreline permit application requirements addressed by WAC 173-27-180 GHSMP Section 8.3 (application requirements).	Section 8.3 (application requirements)	Revise Section 8.3 by providing a reference to the application requirements of WAC 173-27-180
	Amend GHSMP 7.18 (Residential Section) to reference liveaboards as a permitted use per marina section	Section 7.18 (Residential) and provide reference to Section 7.11 (Boating & Marinas: Piers, Docks & Moorage)	Revise existing subsection 7.18.2.1 to note that liveaboards are allowed per subsection 7.11.9.3.f
	Amend GHSMP Subsection 7.1.1 (Permitted Use Tables) and Table 7-2 (use matrix) by adding water-related and water-enjoyment uses located waterward of OHWM in new structures to use matrix as a conditionally listed use in the City Waterfront & Historic Working Waterfront S.E.D.'s.	Subsection 7.1.1, Table 7-2-Shoreline Use Matrix, and GHSMP Section 7.12 (Commercial Uses)	Revise existing regulation by eliminating the limitation that water-related and water-enjoyment uses only be allowed in "existing structures" as a listed conditional use. Consider limiting the use and size of structures located water ward of the OHWM and the addition of additional review criteria for such structures. In the alternative, consider adding a prohibition symbol to the use matrix if the Planning Commission and City Council do not approve of such a revision to clarify the table.
	Amend GHSMP Subsection 7.1.1 (Permitted Use Tables), Table 7-2 (Use Matrix) & Subsection 7.20.4 (Parking Regulations) by adding principal use public parking areas as a conditionally listed use in the City Waterfront SED.	Review GHSMP Chapter 2 (definitions), Subsection 7.1.1-Table 7-2 Use Matrix and GHSMP subsection 7.20.4 (parking regulations).	Create a definition in GHSMP Chapter 2 for principle use public parking areas, amend Subsection 7.1.1-Table-2, Use Matrix and Subsection 7.20.4, Parking Regulations, to allow principle use public parking areas as a conditionally allowed use in the City Waterfront SED.
	Amend Subsection 6.2.5.23 (Critical Fish & Wildlife Habitat Areas) consistent with revisions to GHMC Chapters 18.08 & 18.10 to address proposed FEMA Special Flood Hazard Area Regulations (door 2B approach)	Review Subsection 6.2.5.23.C.2 & 3 (Habitat Assessment & Habitat Management Plan regs) & 6.2.5.23.D (buffer requirements).	Revise Subsections 6.2.5.23.C.2 & 3 (Habitat Assessment & Habitat Management Plan regs) & 6.2.5.23.D (buffer requirements) to tighten-up agency review process and increase minimum required buffer from 25-50 feet in width.

Row	Summary of change	Review	Action
	Amend Subsection 6.5.2.4 (Public Access) to address conditions that don't require public access	Review Subsection 6.5.2.2, 6.5.2.3 & 6.5.2.4	Revise Subsection 6.5.2.4 to reference Subsection 6.5.2.3, not Subsection 6.5.2.2.
	Amend Subsection 6.2.5.13(1)(b) (Wetlands-Permitted Uses in Buffer Areas) to clarify where pervious trails and viewing platforms can be located within a wetland buffer. See GHMC 18.08.120.B for correct citation.	Review Subsection 6.2.5.13(1)(b)	Revise Subsection 6.2.5.13(1)(b) to clarify that it only applies to category 1 wetlands
	Amend Subsection 6.2.5.13 (Wetlands-Permitted Uses in Buffer Areas) to reference subsection 6.2.5.11, not 6.2.5.10 (see 1.1.ii, 1.3, & 1.h)	Review Subsection 6.2.5.13 for inaccurate reference to wetland report, not wetland buffer requirement	Revise subsection to reference GHSMP subsection 6.2.5.11
	Amend GHSMP subsection 6.2.3.2(2) (Marine-Vegetation Conservation Strip) to address structures & "uses"	Review GHSMP subsection 6.2.3.2	Revise to clarify the applicability of the requirement to uses and structures.
	Amend GHSMP subsection 7.20.4(1) (Parking Regulations) for consistency with definition for "principal use parking"	Review Chapter 2 (definitions) and subsection 7.20.4(1) for consistent use of terms	Revise subsection 7.20.4(1) consistently with definition for "principal use parking" set forth in GHSMP Chapter 2.
	Amend GHSMP Chapter 2 (definitions) to correct "development" definition for proper spelling of "Shoreline" not "Shorelines" as in Shoreline Management Act of 1971.	Review Chapter 2 (definitions) and definition for development for correct spelling of "Shoreline"	Revise spelling for Shoreline set forth in the definition for development in GSMP Chapter 2
	Amend GHSMP Chapter 2 (definitions) to revise the existing definition for "Utilities" to include storm water.	Review GHSMP Chapter 2 and Section 7.21 (Utilities) for consistency	Revise Utilities definition in GHSMP Chapter 2 to include storm water
	Amend GHSMP Chapter 2 (definitions) by adding a new definition for "navigational aids"	Review WAC 352-66-050 (Aids to Navigation), WAC 173-27-040(2)(f) and Ecology guidance.	Create new definition for "navigational aids." Navigational aids include lights, channel markers and anchor buoys placed in accordance with Coast Guard Standards & requirements of WAC 352-66-050 and not moorage buoys or dolphins used for the moorage of commercial or recreational vessels.

Row	Summary of change	Review	Action
	Amend GHSMP Chapter 2 (definitions) to revise the definition for "Substantial Development" to the new $7,047 cost threshold for requiring a SSDP	Review GHSMP Chapter 2 (definitions) and definition for Substantial Development for consistency with the current SSDP cost threshold	Revise the definition for "substantial development" consistent with current SSDP cost threshold
	Amend GHSMP Chapter 2 (definitions) by adding a new definition for "Harbor Area."	Review Wa. DNR definitions in RCW 79.105.060	Create new definition for "Harbor Area" consistent with DNR definition for same in RCW 79.105.060
	Amend GHSMP Chapter 2 (definitions) to add definitions for First-Class Tidelands, Second-Class Tidelands & Tidelands	Review Wa. DNR definitions in RCW 79.105.060	Create new definitions for First & Second Class Tidelands and Tidelands
	Amend GHSMP Subsection 7.21.2(8) (Utilities-Regulations) to add additional review criterion for utility conveyance systems.	Review GHSMP Section 7.21 for consistency with the city's Ecology approved storm water manual requirements	Revise subsection 7.21.2(8) to include consistency with Ecology approved storm water manual as one of applicable review criteria for storm water conveyance systems located within shoreline jurisdiction.
	Additional Review for Consistency		
	Comprehensive Plan Consistency	The Harbor Element-Chapter 3	No action required-existing and proposed revisions remain consistent with the element.

Council Exhibit
PL-COMP-21-0003
1 of 3

GIG HARBOR
"THE MARITIME CITY"

OFFICE USE ONLY

SUBMITTED: 01.21.2021

CASE NO.: PL-COMP-21-0003

MASTER PLANNING PERMIT APPLICATION

Check all permits you are applying for in the boxes provided. Submit this application form, the applicable materials listed in the corresponding checklist and fee.

☐ Major Site Plan Review	☐ Preliminary Short Plat	☐ Shoreline Substantial Development Permit	☐ Land Clearing
☐ Minor Site Plan Review	☐ Final Short Plat	☐ Shoreline Variance	☐ Nonconforming Review
☐ Administrative Design Review	☐ Preliminary Plat	☐ Shoreline Conditional Use Permit	☐ Perf. Based Height Exception
☐ Alternative Design Review	☐ Preliminary Plat Revision	☐ Shoreline Exemption	☐ Temporary Trailer
☐ Alternative Landscape Plan	☐ Final Plat	☐ Shoreline Revision	☐ Administrative Interpretation
☐ Binding Site Plan	☐ Plat Alterations/Vacation	☐ Flood Hazard	☐ Rezone
☐ Variance	☐ Preliminary PRD/PUD	☐ Critical Area Variance	☐ Height Restriction Area Amendment
☐ Conditional Use Permit	☐ Final PRD/PUD	☐ Reasonable Use Exception	☐ Comp. Plan Amendment
☐ SEPA	☐ Final PRD/PUD Amendment	☐ Critical Area Review	☒ Zoning Text Amendment
☐ Tree Removal	☐ Boundary Line Adjustment		☐ Zoning Verification Letter

Project Name:	Shoreline Master Program Amendment
Project Address:	
Tax Assessor Parcel Number(s): *Attach full legal description*	Actual parcels undetermined

APPLICANT/AGENT ☒ **Primary Contact for Application**			
Name:	Jeff Langhelm, PE	**Phone:**	253-853-7630
Street:	3510 Grandview Street	**Fax:**	
City/State/Zip:	Gig Harbor, WA 98335	**Email:**	langhelmj@cityofgigharbor.net

PROPERTY OWNER(S) ☒ **Applicant** ☐ **Primary Contract for Application**			
Name:	City of Gig Harbor	**Phone:**	253-853-7630
Street:	3510 Grandview Streeet	**Fax:**	
City/State/Zip	Gig Harbor, WA 98335	**Email:**	langhelmj@cityofgigharbor.net

Property Owner(s)

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Signature by Property Owner: _____ **Date:** 1/20/2021

PROJECT DESCRIPTION (PROVIDE DETAILED SUMMARY)

This proposal is to amend the City's Shoreline Master Program to add a new definition of "Public Art" and establishing the placement of public art along the City's shoreline. See attached description of the proposed amendment.

UTILITIES

Water Supply (name of utility provider):	Sewage Disposal (name of utility provider):
n/a	n/a

Access (Name of road or street from which access is or will be gained):

Actual parcels undetermined

CRITICAL AREA INFORMATION

Wetlands on site ☐ Yes ☐ No	Slopes exceeding 15% ☐ Yes ☐ No	Streams ☐ Yes ☐ No

Existing Land Use: Describe (or illustrate separately) all existing use structures and all critical areas within 300 feet of property lines.

This proposal is a city-wide amendment to an existing City planning document and therefore the actual land use varies.

Fee Deposits:
"I acknowledge that I have applied for a permit which requires a deposit for future services to be rendered, as required by section F of the City's adopted Fee Schedule. I understand that, as the applicant, I (we) shall bear all of the costs of these services and will be billed the act costs in excess of the deposit. If the actual costs are below the deposit, I will be refunded the difference." _____ (Initials)

Consolidated Permit Processing:
"As the applicant, I (we) elect to have all planning permits submitted concurrently and associated with our project processed collectively under the highest numbered permit procedure per **GHMC 19.01.002(B)**." _____ (Initials)

RECEIVED
By Michelle Thomas at 4:02 pm, Jan 21, 2021

Description of proposed amendments to the City's 2013 Shoreline Master Program.

Council Exhibit
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2 of 3

A. Add a new definition to Chapter 2, page 2-31:

Public Art

"Public art" means an original creation of visual art including but not limited to sculptures, fountains, ceramic tiles, and earthworks created for the purposes of public enjoyment and education as authorized by the City and located on city-owned parcels or city right of way.

B. Add a new subsection to Section 6.2.3.2, page 6-10, as follows:

7) Public Art associated with water-dependent uses shall be considered a water-dependent use and no vegetation conservation strip shall apply provided the following criteria are met:

a) The net increase is 1 percent or less of the property's shoreline jurisdiction area or 200 square feet, whichever is less; and

b) No more than one (1) public art piece is installed on each parcel.

C. Modify Table 7-1 in Section 7.1.1, page 7-3, as follows:

Shoreline Modification	***Shoreline Environment Designations***					
	Natural	***Urban Conservancy***	***Low Intensity***	***City Waterfront***	***Historic Working Waterfront***	***Marine Deepwater***
Public Art	X	P	C	P	P	X

D. Modify Section 7.17, page 7-66, as follows:

7.17 Recreational Uses and Development and Public Art

E. Modify Section 7.17.1 G, page -67, as follows:

7.17.1 G. Education and Public Art

Recreation facilities and public property should incorporate public education, public art, and interpretive installations regarding shoreline ecological functions and processes, historic and cultural heritage.

F. Add a new subsection to 7.17.2 as follows:

7.17.2 (11) City Parks shall allow unpaved trails for pedestrian access, benches, public art, and garbage cans.

RECEIVED
By Michelle Thomas at 12:39 pm, Feb 04, 2021

City of Gig Harbor Comprehensive Plan Amendment

Written Statement for the Shoreline Master Program Amendment Related to Public Art

Responding to Comprehensive Plan Amendment Application:

A. The purpose of the proposed amendment:

The purposes of the proposed amendment is to add a new definition to the City's Shoreline Master Program for Public Art and identify how the SMP addresses Public Art.

B. How the amendment is consistent with the Washington State Growth Management Act:

This amendment is consistent with the Washington state growth management act by appropriately managing and limiting public art in the City's shoreline area despite increased pressures from population growth to develop the shoreline beyond its capacity to adequately protect the environment.

C. How the amendment is consistent with the adopted countywide planning policies:

This amendment is consistent with Pierce county's County wide planning policy HAC-3 by ensuring that changes to the built environment preserve and enhance the region's and the county's unique attributes and each community's distinctive identity in recognition of the economic value of sense of place while supporting Countywide Planning Policy Env-5.3, Env-6, and Env-9 by supporting appropriate buffers and open space for environmentally sensitive areas while providing parks and other community-wide and educational benefits related to culturally and environmentally significant areas.

D. How the amendment furthers the purpose of the city's comprehensive plan:

This amendment furthers the purpose of the city's comprehensive plan by meeting Goal 10.2 by providing a mixed use along the waterfront to enhance the bay's unique appeal, public enjoyment, and tourism and Goal 10.3 by providing public amenities commensurate with the scale and character of the site.

E. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes

The amendment is internally consistent with the city's comprehensive plan and the cities shoreline master program by improving public access to the shoreline in critical areas and promoting the general welfare of the community by providing reasonable regulations along Gig Harbor shorelines.

Responding to Criteria in GHMC 19.09.130: Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan.

   The City's Shoreline Master Program (SMP) as adopted by the City's Comprehensive Plan does not individually allow public art in the shoreline jurisdiction as proposed, which was likely an oversight when developing the SMP.

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments.

   The proposed SMP amendment finds new information which was not considered during the initial comprehensive plan adoption process or previous annual amendments.

C. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate.

   n/a

Responding to Criteria in GHMC 19.09.170: The city council shall make written findings regarding each application's consistency or inconsistency with the following criteria:

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

   This amendment furthers the purpose of the city's comprehensive plan by meeting Goal 10.2 by providing a mixed use along the waterfront to enhance the bay's unique appeal, public enjoyment, and tourism and Goal 10.3 by providing public amenities commensurate with the scale and character of the site.

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

This amendment is consistent with the Washington state growth management act by appropriately managing and limiting public art in the City's shoreline area despite increased pressures from population growth to develop the shoreline beyond its capacity to adequately protect the environment.

This amendment is consistent with the Puget Sound Regional Council multicounty planning policies by meeting DP-2, DP-33, DP44 and Ec-14 through utilizing existing public areas for the placement of public art. This amendment also meets PSRC MPP goal DP-34 by providing additional cultural resources where the public currently gathers along the shoreline, which is unique to, and popular for, the City of Gig Harbor.

This amendment is consistent with Pierce county's County wide planning policy HAC-3 by ensuring that changes to the built environment preserve and enhance the region's and the county's unique attributes and each community's distinctive identity in recognition of the economic value of sense of place while supporting Countywide Planning Policy Env-5.3, Env-6, and Env-9 by supporting appropriate buffers and open space for environmentally sensitive areas while providing parks and other community-wide and educational benefits related to culturally and environmentally significant areas.

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

The proposed amendment will not adversely impact the city's ability to provide adequate public facilities because it does not create additional demands on the City's public infrastructure and facilities. The proposed amendment rather utilizes existing public spaces to provide enhanced public enjoyment and education.

D. The proposed amendment advances the public interest.

The proposed amendment advances the public interest by

1. Utilizing existing public spaces to provide enhanced public enjoyment and education; and
2. Providing public amenities commensurate with the scale and character of the site; and
3. Supporting appropriate buffers and open space for environmentally sensitive areas.

GIG HARBOR
"THE MARITIME CITY"

Council Exhibit
PL-COMP-21-0004
1 of 1

OFFICE USE ONLY

SUBMITTED: _____

CASE NO.: PL-COMP-21-0004

MASTER PLANNING PERMIT APPLICATION

Check all permits you are applying for in the boxes provided. Submit this application form, the applicable materials listed in the corresponding checklist and fee.

☐ Major Site Plan Review	☐ Preliminary Short Plat	☐ Shoreline Substantial Development Permit	☐ Land Clearing
☐ Minor Site Plan Review	☐ Final Short Plat	☐ Shoreline Variance	☐ Nonconforming Review
☐ Administrative Design Review	☐ Preliminary Plat	☐ Shoreline Conditional Use Permit	☐ Perf. Based Height Exception
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☐ Alternative Landscape Plan	☐ Final Plat	☐ Shoreline Revision	☐ Administrative Interpretation
☐ Binding Site Plan	☐ Plat Alterations/Vacation	☐ Flood Hazard	☐ Rezone
☐ Variance	☐ Preliminary PRD/PUD	☐ Critical Area Variance	☐ Height Restriction Area Amendment
☐ Conditional Use Permit	☐ Final PRD/PUD	☐ Reasonable Use Exception	■ Comp. Plan Amendment
☐ SEPA	☐ Final PRD/PUD Amendment	☐ Critical Area Review	☐ Zoning Text Amendment
☐ Tree Removal	☐ Boundary Line Adjustment		☐ Zoning Verification Letter

Project Name:	Housing Element Amendments
Project Address:	City-wide Text Amendment
Tax Assessor Parcel Number(s): *Attach full legal description*	N/A

APPLICANT/AGENT ■ **Primary Contact for Application**			
Name:	Community Development Department	**Phone:**	253-851-6170
Street:	3510 Grandview Street	**Fax:**	
City/State/Zip:	Gig Harbor, WA 98335	**Email:**	cdesimas@gigharborwa.gov

PROPERTY OWNER(S) ☐ **Applicant** ☐ **Primary Contract for Application**			
Name:		**Phone:**	
Street:		**Fax:**	
City/State/Zip		**Email:**	

Property Owner(s)

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Signature by Property Owner: N/A _____ **Date:** _____

PROJECT DESCRIPTION (PROVIDE DETAILED SUMMARY)

The City's adopted 2021 Budget has identified two items that, when complete, will likely require amendments to the Housing Element of the City's Comprehensive Plan. Those items are: the Housing Attainability Analysis and the Urban Growth Area Analysis. This request is initiated by the Community Development Department and its initiation would allow staff to identify those goals and policies within the element that will likely need updates resulting from the budgeted items in the work program.

UTILITIES

Water Supply (name of utility provider):	**Sewage Disposal (name of utility provider):**
N/A	N/A

Access (Name of road or street from which access is or will be gained):
N/A

CRITICAL AREA INFORMATION

Wetlands on site ☐ Yes ☐ No	**Slopes exceeding 15%** ☐ Yes ☐ No	**Streams** ☐ Yes ☐ No

Existing Land Use: Describe (or illustrate separately) all existing use structures and all critical areas within 300 feet of property lines.
N/A

Fee Deposits:
"I acknowledge that I have applied for a permit which requires a deposit for future services to be rendered, as required by section F of the City's adopted Fee Schedule. I understand that, as the applicant, I (we) shall bear all of the costs of these services and will be billed the act costs in excess of the deposit. If the actual costs are below the deposit, I will be refunded the difference." N/A (Initials)

Consolidated Permit Processing:
"As the applicant, I (we) elect to have all planning permits submitted concurrently and associated with our project processed collectively under the highest numbered permit procedure per **GHMC 19.01.002(B)**." N/A (Initials)

2021 Comprehensive Plan Docket Hearing

CITY OF GIG HARBOR

FEBRUARY 22, 2021

CITY COUNCIL

GIG HARBOR

"THE MARITIME CITY"

The Comprehensive Plan Amendment "Docket"

- Amendments may be initiated by: property owners, citizens, hearing examiners, city council, planning commission, city staff.
- Proposed amendments are submitted to the Community Development Department, assigned an application number and placed on the docket.
- City Council holds an annual docket hearing to decide which applications will be initiated.

GIG HARBOR
"THE MARITIME CITY"

2021 Comprehensive Plan Amendment Docket

- **PL-COMP-18-0001: Culture and Arts Element**
- **PL-COMP-21-0001: Land Use Element Update**
- **PL-COMP-21-0002: Shoreline Master Program Periodic Update**
- **PL-COMP-21-0003: Shoreline Master Program – Public Arts Exemption**
- **PL-COMP-21-0004: Housing Element Update**

GIG HARBOR
"THE MARITIME CITY"

PL-COMP-18-0001: Culture and Arts Element

- Add a new element to the Comp Plan: Arts and Culture
- Gig Harbor Arts Commission is the applicant who conducted surveys and provided draft language for the proposed element
- Received several public comments regarding this amendment

GIG HARBOR
"THE MARITIME CITY"

Questions?

GIG HARBOR

"THE MARITIME CITY"

PL-COMP-21-0001: Land Use Element Update
PL-COMP-21-0004: Housing Element Update

- Placeholder amendments proposed by the Community Development Department
- Related to two 2021 Budget Items
  - Housing Attainability
  - Annexation Feasibility Study
- Staff anticipates several amendments needed as a result of these budget items

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"THE MARITIME CITY"

Questions?

GIG HARBOR

"THE MARITIME CITY"

PL-COMP-21-0002: Shoreline Master Program Periodic Update

- Staff has been working on this state required amendment for the past few years
- Just a few items left to complete before a recommendation from Planning Commission can be brought back to City Council
- A checklist was provided to Councilmembers outlining the required amendments

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"THE MARITIME CITY"

Questions?

GIG HARBOR

"THE MARITIME CITY"

PL-COMP-21-0003: Shoreline Master Program – Public Arts Exemption

- Background: The Honoring Project
- Staff has begun working with the WA State Department of Ecology on draft language
- Staff would draft language in consultation with Ecology, Planning Commission, public

GIG HARBOR
"THE MARITIME CITY"

Questions?

GIG HARBOR

"THE MARITIME CITY"

From:	Carl Desimas
To:	Charli Meacham
Cc:	Michelle Thomas
Subject:	RE: Arts and culture in Gig Harbor
Date:	Thursday, February 18, 2021 1:20:08 PM

Hello Charli,

Thank you for your interest in the 2021 Comprehensive Plan Amendment Docket. Your comment will be filed and provided to the City Council for consideration during the hearing on February 22nd.

If you have any questions or need any clarifications, please feel free to reach out at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

The Gig Harbor Civic Center is closed to the general public. The status of the Civic Center and the Gig Harbor Municipal Court is available on our website at www.cityofgigharbor.net and will be updated as necessary. City Staff are working to conduct much-needed services, so please feel free to contact us by phone or email (Main City Phone Number 253-851-8136).

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-----Original Message-----
From: Charli Meacham <charli.meacham@gmail.com>
Sent: Wednesday, February 17, 2021 1:43 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Arts and culture in Gig Harbor

I would just like to add my voice to those in support of art and culture in the plan for Gig Harbor. I am a musician, music teacher and visual artist. Because of these interests I have also been in community with like minded friends. I enjoy our beautiful area physically and it also inspires my music and art. It is a priority in the life of my husband and I. We attend concerts, plays, art openings, and artistic events of all types. Life without these perks would be sadly limited. I would like to see art being prioritized just like sports, parks, stores, and other elements of Gig Harbor. We are a well known tourist area and I believe making this a priority for our city can only make it an even better place.

Thank you,
Charli Meacham
Live well, laugh often, love much!

Arts & Humanities Bainbridge
221 Winslow Way West, Suite 201
Bainbridge Island, WA 98110
Phone 206.842.7901

www.ahbainbridge.org

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Executive Director

February 18, 2021

Re: Gig Harbor Arts Commission and Inclusion in the Cultural Element

As Executive Director for Arts & Humanities Bainbridge (AHB), I have worked with the City of Bainbridge Island, City Council and staff, in a variety of ways to support the creative sector within our city.

A critical aspect of the Cultural Element, one of the 11 elements of the Comprehensive Plan, is the acknowledgment of the significant impact that the arts, culture and humanities play in our local economy, sense of place and our identity. It was through this support that representatives from our cultural sector, namely the executive directors of our major cultural organizations, were able to successfully recently re-instate cultural funding for our sector. This funding, through grants to cultural organizations, has been significant, particularly during this difficult time of the global pandemic.

Additionally, AHB administers the city's public art committee. Through this collaborative partnership, we were able to establish a public art sub fund that is dedicated to the promotion of public art, including it's management, acquisition and inquiries into new and exciting forms of art for our city.

Our Cultural Element also recognizes our unique history and heritage which is something AHB supports, not just through public art but through our efforts to showcase our indigenous people and celebrate their history, often in partnership with our Historical and art museums.

AHB strongly supports the inclusion of a Cultural Element as part of our comprehensive plan and believe it represents a significant statement of support from our city.

Thank you,
Anne Smart
Executive Director

From:	Carl Desimas
To:	PATRICIA FRISINO
Cc:	Michelle Thomas
Subject:	RE: Arts and Culture
Date:	Monday, February 22, 2021 8:12:36 AM

Hello Ms. Frisino,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
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From: PATRICIA FRISINO <patfrisino@comcast.net>
Sent: Friday, February 19, 2021 12:55 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Arts and Culture

Adding an Arts and Culture element to the comprehensive plan is extremely important. This growing city seriously needs a space where theatre productions could be staged, concerts presented, art - of all kinds - displayed. Such a location would be in constant use - very needed. Thank you.

Patricia Frisino

From:	Molly Towslee
To:	Carl Desimas
Subject:	FW: Arts Element
Date:	Monday, February 22, 2021 8:38:37 AM

From: Mark Hoppen <hoppenm@gmail.com>
Sent: Saturday, February 20, 2021 6:29 AM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Cc: Robert (Bob) Larson <rlarson@gigharborwa.gov>
Subject: Fwd: Arts Element

Council and Mayor,

My apology. I noticed an error of number in the last subordinating clause, relating to the word "data." I should never compose anything on my phone. Please accept this revision. (As an old high school English composition teacher, I can't stand such things.) The error is corrected below.

Also, it can't possibly take much time to review and approve already packaged material from extensive prior work by the Arts Commission. So, there is no workload-related reason not to move the Arts Element forward.

Mark Hoppen

Begin forwarded message:

> **From:** Mark Hoppen <hoppenm@gmail.com>
> **Date:** February 19, 2021 at 8:58:40 PM PST
> **To:** mayorandcouncil@cityofgigharbor.net
> **Cc:** Robert Larson <larsonr@cityofgigharbor.net>
> **Subject: Arts Element**
>
> Dear Council and Mayor,
>
> An Arts Element of the City of Gig Harbor Comprehensive Plan is a simple inclusion in '21 and the only studied, proven, economic development planning option that grows the Gig Harbor retail economy, given largely fixed zones.
>
> Any and all innovation within the arts arena, ***big or small***, will add in-fill city tax revenue and jobs in greater proportion than **any other retail sector currently available or anticipated in the City of Gig Harbor Comprehensive Plan**.
>
> Given the "Eyman" property tax 1% limitation, it is vital to expand the City of Gig Harbor's sales tax horizons. The arts element is not only the most job-creating, sales tax

From:	Carl Desimas
To:	Pam Jenkins
Cc:	Michelle Thomas
Subject:	RE: Art
Date:	Monday, February 22, 2021 8:14:17 AM

Hello Ms. Jenkins,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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-----Original Message-----
From: Pam Jenkins <pamjenkins77@gmail.com>
Sent: Friday, February 19, 2021 3:11 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Art

I love the art community in Gig Harbor. The Arts are an Economic driver. Please support the Arts & Culture Element in the Comprehensive Plan.
Thank you
Pam Jenkins
2011 17th Ave nw
Gig Harbor, WA 98335

Sent from my iPhone

producing, quality of life enhancing, economic sector available, it is the only significant mid- to long-term means to avoid municipal budgetary problems and not cut staff. Gig Harbor is currently liquid and solvent, but within the Comprehensive Plan 20-year horizon that may be a severe question unless Council grows the arts sector as a means to enhance retail capacity.

Right now, parks investment and arts investment are mixed in the same planning pot. **Parks are always a net drain, or at best break even, whereas arts are a potential big economic gain.** Mixing the two areas in one pot confuses public investment focus, diminishes arts investment, and tends to restrict city economic growth.

The arts sector is also an effective way to grow small business in the downtown area. Please approve an arts comprehensive plan element as soon as possible. Having a properly focused comprehensive plan is always the best first step toward strategic municipal budget solvency and fiscal health.

The $50K arts study conducted for the Gig Harbor Arts Center Alliance several years ago by Johnson Consulting, Inc., of Chicago, provides hard data that completely substantiate all my observations in this note.
https://www.gigharborartscenter.org/wp-content/uploads/2018/01/CHJC-Gig-Harbor-Performing-Art-Center-Feasibility-Study-Report-081016-1.pdf

Mark Hoppen
8133 Shirley Avenue
(253) 279-2415 cell

From: Carl Desimas
To: lucidluellen@gmail.com
Cc: Michelle Thomas
Subject: RE: Incorporating the Arts in the Gig Harbor Comprehensive Plan
Date: Monday, February 22, 2021 9:18:13 AM

Greetings,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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From: lucidluellen@gmail.com <lucidluellen@gmail.com>
Sent: Friday, February 19, 2021 6:20 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Incorporating the Arts in the Gig Harbor Comprehensive Plan
Importance: High

It is critical that Gig Harbor incorporate the arts – performing and visual – in the city's comprehensive plan. I have served on the Gig Harbor Arts Alliance Board established to create an Arts Center in Gig Harbor. I still believe this is an important undertaking. Currently, I travel to Seattle to attend theater performances and have season subscriptions to the major theaters in Seattle. I would love to be able to attend performing arts in Gig Harbor and think there is a broad audience for it in the South Puget Sound. Gig Harbor is also home to many visual artists. It can be a great economic advantage to our city to be perceived as the central location for the arts on this side of the Narrows Bridge.

From:	Molly Towslee
To:	Carl Desimas
Subject:	FW: Arts in Gig Harbor
Date:	Monday, February 22, 2021 8:28:35 AM

From: edonehower@aol.com <edonehower@aol.com>
Sent: Saturday, February 20, 2021 7:18 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Subject: Arts in Gig Harbor

Dear Mayor Kuhn and City Council

I am writing to request that promoting and protecting the creative spirit in all forms of art should be a priority in our community. My family and I moved here from Hawai'i some forty years ago mainly because of the beautiful natural environment, the excellent schools with strong programs in all the arts, and the community which encouraged the arts and artists of all kinds. To fail to continue that artistic spirit that has thrived in the area would be a sad consequence of postponing the city's support for the arts.

I am a retired teacher from the Peninsula School District, having taught for nearly thirty years, mostly in a program called Cultural Enrichment....a geography-based tour of the world through environment, folk art, folk music, folklore and examination of artifacts. We learned about the world's places and peoples but we also created works of art in the style of these places and people. Though retired, I still get requests all the time for presentations in classrooms learning about different places or periods of history. I think the kids look forward especially to the artistic aspects of my presentations. They always know there will be a project where they get to be the artist. Lately, my volunteer work has been mostly by Zoom, but the teachers tell me that the kinds of things that I do get the kids excited to participate in a time when teaching and learning have been a struggle for all. It seems to me that the arts have helped to keep students and families involved in some good learning in this trying time. I have also helped young people preparing to be teachers learn about ways to engage students and become effective teachers. You can believe that one of my key ingredients for success is having a strong connection to the arts in almost all subjects.

Our city and our area appeal to those who visit as a special place in so many ways. I believe a vital part of that appeal is the apparent support for a strong artistic presence. So many of my friends and acquaintances are involved in some way with the arts. That is something I like to brag about to friends who live elsewhere and do not enjoy the same vibe we have here. Please continue to support the arts in the community....it's especially important now!

Sincerely,

Ernie Donehower and Family
9925 Cherry Lane NW
Gig Harbor, WA 98332

From:	Molly Towslee
To:	Carl Desimas
Subject:	FW: The Arts
Date:	Monday, February 22, 2021 8:28:48 AM

From: Serap Frank <serapfrank@comcast.net>
Sent: Saturday, February 20, 2021 5:34 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Subject: The Arts

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

Thank you for taking the time to consider my request for the City Council's immediate review of the proposed Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan. I feel that this amendment needs to be a critical part of Gig Harbor's foundation moving forward and to delay its review until 2024 is detrimental to the city, it's citizens, and disrespectful to the committee who has worked diligently to prepare and present this document.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of arts and culture in the city's planning process and identifies ways in which arts and culture can be woven into the beautiful tapestry we call Gig Harbor. The Arts & Culture Element makes a bold and succinct statement that Gig Harbor is a city that values and supports the full spectrum of arts, artists, and art and cultural organizations including written, visual, musical traditional and performing arts.

"The Arts" are important to me because without arts there can be no soul for our community.

I understand that the city has many items to address, along with the unprecedented challenge of COVID, but a delay in this review until 2024 is unacceptable. If the city does not have the internal resources to make the requested changes to the Comprehensive Plan, then please hire an outside agency or individuals to make it happen.

The citizens of Gig Harbor and the Arts & Cultural Element ad hoc committee deserve timely consideration by the representatives they elect.

Sincerely,

Serap Frank

253-853-4514
Serapfrank@msn.com

From:	Carl Desimas
To:	Wendy Givan
Cc:	Michelle Thomas
Subject:	RE: Arts +Culture Element for consideration by the City Council—Vote request
Date:	Monday, February 22, 2021 9:22:06 AM

Hello Ms. Givan-Hess,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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-----Original Message-----
From: Wendy Givan <wendy.word@hotmail.com>
Sent: Saturday, February 20, 2021 11:41 PM
To: Mayorandcouncil@cityofgigharnor.net
Cc: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Arts +Culture Element for consideration by the City Council—Vote request

Dear Mayor Kuhn,, Members of the Gig Harbor City Council and Carl Desimas,

I write today in support of the Council's review of The Arts+Culture Element Amendment for this budget cycle. I understand that it may not be considered until 2024 even though it was originally submitted in 2018 for approval. I realize the Council has many competing proposals and issues to address, but I would argue that the support of Art and Cultural programs (since they are so interrelated and mutually beneficial to one another) are as important as anything we do to build a strong and vibrant community.

I was fortunate last year to volunteer on behalf of the Gig Harbor Poetry Collective and it was truly astonishing how many poets and publishers (from the Greater Seattle area, Tacoma, Port Townsend, the Skagit Valley and all points East and West)) were excited that we had initiated the poetry series, even in the midst of Covid 19. There is truly a hunger right now for communities to be nourished by creative work and endeavors. What we call "Art" is so vast in scope (visual; written; theatre; dance to name only a few) that it truly touches all of our lives in some way and, as a culture, it is critically important that we find ways as communities to nourish and develop the Arts with the care and regard they so richly deserve.

I urge you not to delay or defray considering the fine proposal before you now that argues so comprehensively and forcefully for why this Amendment should be adopted and supported. Gig Harbor, of all the cities in the South

Sound, is known as a hub for art and cultural programs and events. So the time to step up and explore (and continue) all the wonderful possibilities Arts and Cultural programs bring to our community seems to be NOW—when artistic expression and the gifts it so readily gives are urgently needed and appreciated.

Again, thank you for all the fine work you do. Your leadership has enlivened our community and we are all grateful for your efforts on our behalf.

Sincerely,

Wendy Givan-Hess
The Harbor Poetry Collective

Sent from my iPhone

From:	Carl Desimas
To:	JAY, HANNAH G
Cc:	Michelle Thomas
Subject:	RE: In support of the HeARTS!
Date:	Monday, February 22, 2021 9:21:23 AM

Hello Ms. Jay,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
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From: JAY, HANNAH G <jayh@psd401.net>
Sent: Saturday, February 20, 2021 8:44 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Cc: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: In support of the HeARTS!

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

Thank you for taking the time to consider my request for the City Council's immediate review of the proposed Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan. I feel that this amendment needs to be a critical part of Gig Harbor's foundation moving forward and to delay its review until 2024 is detrimental to the city, it's citizens, and disrespectful to the committee who has worked diligently to prepare and present this document.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of arts and culture in the city's planning process and identifies ways in which arts and culture can be woven into the beautiful tapestry we call Gig Harbor. The Arts & Culture Element makes a bold and succinct statement that Gig Harbor is a city that values and supports the full spectrum of arts, artists, and art and cultural organizations including written, visual, musical traditional and performing arts.

"The Arts" are important to me because our city is turning into a dull version of itself. We have such potential to be the art capital of the Pacific Northwest!!!!

I understand that the city has many items to address, along with the unprecedented challenge of COVID, but a delay in this review ***until 2024 is unacceptable***. If the city does not have the internal resources to make the requested changes to the Comprehensive Plan, then please hire an outside agency or individuals to make it happen.

The citizens of Gig Harbor and the Arts & Cultural Element ad hoc committee deserve timely consideration by the representatives they elect.

Sincerely,

Hannah Jay
253-509-4423
jayh@psd401.net

Hannah Jay
Purdy Elementary Visual Art Specialist
"The ARTs dust off the soul of everyday life"

From:	Molly Towslee
To:	Carl Desimas
Subject:	FW: Please do not drop consideration of Arts + Culture Element
Date:	Monday, February 22, 2021 8:32:14 AM

From: Anne Knapp <annemknapp@gmail.com>
Sent: Saturday, February 20, 2021 11:16 AM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Subject: Please do not drop consideration of Arts + Culture Element

Please leave the Arts + Culture Element on the agenda.
The Ad Hoc Committee (which included Council members and the GH Arts Commission) has been working on this since before 2015, and deserves to be moved forward.
The Arts + Culture idea will become very important for our community to capture the money the City needs for future budgets, to promote small businesses (not limited to the Arts/Culture community!) and to foster the best quality of life by adding Arts and Culture events for all ages.
Thank you,
Anne Moore Knapp
President Gig Harbor Arts Center Alliance
Board Member and Newsletter Editor for Peninsula Art League
Small Business Owner
Member of Ad Hoc Committee who worked to write the Arts + Culture Element
Donator and Supporter of many local groups and charities
Volunteer Teacher in the community (Art Specialist K-12)
Voter

--
Anne Knapp
website www.annemooreknapp.com

From:	Molly Towslee
To:	Carl Desimas
Subject:	FW: Arts & Culture
Date:	Monday, February 22, 2021 8:29:03 AM

From: Terry and Patty MCCLELLAND <tandpmcc@comcast.net>
Sent: Saturday, February 20, 2021 5:10 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Subject: Arts & Culture

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

I strongly believe that the Arts & Culture Element amendment must be a critical part of Gig Harbor's foundation moving forward and to delay its review until 2024 is detrimental to the city, it's citizens, and the greater GH community. The Arts & Culture Element is a clear and strong statement that Gig Harbor is a city that values and supports our wide array of arts, artists, and cultural organizations.

The Arts are important to me because, as a former (30 year) PSD teacher, I saw how Hands on Art, for example, connected teachers and parents with the area arts community in a strong way. I've seen the creation of the Gig Harbor Peninsula Civic Orchestra, Gig Harbor Museum, my sons took piano and guitar lessons from local musicians ... the list goes on and on. The arts are vital to our way of life.

I understand that the city has many items to address- all demanding attention- along with the unprecedented challenge of COVID, but a delay in this review until 2024 sends the wrong signal to the community.

I realize I cannot vote in city elections but Gig Harbor is more than the technical city limits. Things you decide affect all of us. Arts must play an important part of our community's future.

Sincerely,

Terry McClelland
253-858-9765
tandpmcc@comcast.net

From:	Carl Desimas
To:	marla morgan
Cc:	Michelle Thomas
Subject:	RE: Arts & Cultural Element Amendment
Date:	Monday, February 22, 2021 9:19:30 AM

Greetings Ms. Morgan,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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From: marla morgan <mmm19622002@yahoo.com>
Sent: Saturday, February 20, 2021 4:39 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>; Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Arts & Cultural Element Amendment

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

Thank you for taking the time to consider my request for the City Council's immediate review of the proposed Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan. I feel that this amendment needs to be a critical part of Gig Harbor's foundation moving forward and to delay its review until 2024 is detrimental to the city, it's citizens, and disrespectful to the committee who has worked diligently to prepare and present this document.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of arts and culture in the city's planning process and identifies ways in which arts and culture can be woven into the beautiful tapestry we call Gig Harbor. The Arts & Culture Element makes a bold and succinct statement that Gig Harbor is a city that values and supports the full spectrum of arts, artists, and art and cultural organizations including written, visual, musical traditional and performing arts.

Over the past 17 years I have helped build a foundation of art education and cultural appreciation in Gig Harbor. I have seen the positive impact that a strong art and cultural presence has on students, families and society as a whole and understand that this commitment to "Arts and Culture" is an essential building block to sustaining and enhancing the type of community that we all want Gig Harbor to be. It is imperative that the City of Gig Harbor and its elected officials recognize this communities love of the arts and officially commit to its importance by reviewing and adopting the proposed Arts and Culture Element.

I understand that the city has many items to address, along with the unprecedented challenge of COVID, but a delay in this review until 2024 is unacceptable. If the city does not have the internal resources to make the requested changes to the Comprehensive Plan, then please hire an outside agency or individuals to make it happen.

The citizens of Gig Harbor and the Arts & Cultural Element ad hoc committee deserve timely consideration by the representatives they elect.

Sincerely,

Marla

Marla Morgan
Peninsula *Hands On Art*
253-732-7222
"It is our programs foundational belief that students across all socioeconomic backgrounds should have the same educational opportunity and ability to access artist quality materials and art education."

From:	Carl Desimas
To:	Anne Knapp
Cc:	Michelle Thomas
Subject:	RE: Comment for Council Mtg Feb 22nd 2021/Arts
Date:	Monday, February 22, 2021 9:25:52 AM

Hello Ms. Knapp,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
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From: Anne Knapp <annemknapp@gmail.com>
Sent: Sunday, February 21, 2021 7:22 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Cc: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Comment for Council Mtg Feb 22nd 2021/Arts

Comment from Anne Moore Knapp

for Gig Harbor City Council Meeting February 22nd 2021

Re: vote on moving Arts+Culture Element forward

If there ever was an important time to move the Arts+Culture Element forward so that it will be on a fast track to be incorporated the Gig Harbor Comprehensive Plan- this is it!

We have weathered one year of the Covid Epidemic and things are turning around, but our most useful tool for resilience and recovery is not in place- The ARTS + Culture Element in our Comprehensive Plan. When we finally emerge to enjoy the resurgence of the economy, we must be ready to take advantage of any available programs, grants and opportunities! If an Arts+Culture

Element is not mentioned in the Comprehensive Plan, we will be unable to capture these additional funds for our City.

As we move into recovery, Arts + Culture can be our Economic Driver:

- We will need to grab every dollar possible to use in our community- having a priority for Arts+ Culture can get money/grants/endowments for many programs. This will come from National, State and County programs and if we set it up properly, we could also acquire ongoing endowments from within our community.

- Gig Harbor has already been cited by the 2016 CH Johnson Economic Feasibility Study as an ideal location to generate additional money into our economy through the Arts via Direct and Indirect Spending, Induced Spending, Increased Earnings, and Increased Employment. It is a very clean and forward-thinking Industry to have generating income for our community as we all try to reduce our Carbon footprint.

- Our community clearly supports the idea of promoting the Arts + Culture. A survey done of local Citizens showed 90% of our community is involved is some sort of creative endeavor and craves more Artistic and Cultural enrichment.

We must not delay putting the Arts + Culture Element into our Comprehensive Plan- it needs to be put into the Docket and moved forward rapidly, if we hope to capture any available, appropriate funds provided as stimulus.

Thank you-

Anne Moore Knapp

President Gig Harbor Arts Center Alliance
Board Member and Newsletter Editor for Peninsula Art League
Small Business Owner
Member of Ad Hoc Committee who worked to write the Arts + Culture Element
Donator and Supporter of many local groups and charities
Volunteer Teacher in the community (Art Specialist K-12)
Voter

--

Anne Knapp
website www.annemooreknapp.com

From:	Molly Towslee
To:	Carl Desimas; mayorandcouncil
Subject:	FW: Arts & Culture Element amendment to the City of Gig Harbor"s Comprehensive Plan
Date:	Monday, February 22, 2021 9:03:35 AM

From: Scott Markowitz <scott_markowitz@yahoo.com>

Reply-To: Scott Markowitz <scott_markowitz@yahoo.com>

Date: Sunday, February 21, 2021 at 6:30 PM

To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>

Subject: Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

Thank you for taking the time to consider my request for the City Council's immediate review of the proposed Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan. I feel that this amendment needs to be a critical part of Gig Harbor's foundation moving forward and to delay its review until 2024 is detrimental to the city, it's citizens, and disrespectful to the committee who has worked diligently to prepare and present this document.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of arts and culture in the city's planning process and identifies ways in which arts and culture can be woven into the beautiful tapestry we call Gig Harbor. The Arts & Culture Element makes a bold and succinct statement that Gig Harbor is a city that values and supports the full spectrum of arts, artists, and art and cultural organizations including written, visual, musical traditional and performing arts.

"The Arts" are important to me because art crosses all divides and is the thread through which a community is held together.

I understand that the city has many items to address, along with the unprecedented challenge of COVID, but a delay in this review until 2024 is unacceptable. If the city does not have the internal resources to make the requested changes to the Comprehensive Plan, then please hire an outside agency or individuals to make it happen.

The citizens of Gig Harbor and the Arts & Cultural Element ad hoc committee deserve timely consideration by the representatives they elect.

Sincerely,

Scott Markowitz

(253) 245-6122
scott_markowitz@yahoo.com

From:	Carl Desimas
To:	MARTA C O"NEILL
Cc:	Michelle Thomas
Subject:	RE: Proposed Arts & Culture amendment to GH"s Comprehensive Plan
Date:	Monday, February 22, 2021 9:25:10 AM

Hello Ms. O'Neill,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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From: MARTA C O'NEILL <martaone26@comcast.net>
Sent: Sunday, February 21, 2021 6:47 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>; Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Proposed Arts & Culture amendment to GH's Comprehensive Plan

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

I would like the City Council to immediately review the proposed Arts & Culture Element amendment to the Comprehensive Plan. I feel that this amendment needs to be a fundamental part of Gig Harbor's foundation moving forward. To delay its review until 2024 is damaging to the City of Gig Harbor.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of arts and culture in the city's planning

process and identifies ways in which arts and culture can be incorporated into Gig Harbor. The Arts & Culture Element shows that Gig Harbor is a city that values and supports the full spectrum of arts, artists, and art and cultural organizations including written, visual, musical traditional and performing arts.

"The Arts" are important to me because it enhances my life by seeing sculptures around town, listening to concerts in the park, and attending theater performances by locals on summer evenings.

I understand that the city has many items to address, along with the unprecedented challenge of COVID, but a delay in this review until 2024 is unacceptable. If the city does not have the internal resources to make the requested changes to the Comprehensive Plan, perhaps an outside agency or can make it assist in making it happen.

The citizens of Gig Harbor and the Arts & Cultural Element ad hoc committee deserve timely consideration by the representatives they elect.
Sincerely,

Marta O'Neill
martaone26@comcast.net
253-691-9957

From:	Carl Desimas
To:	LANCE TRATHEN
Cc:	Michelle Thomas
Subject:	RE: arts& culture vote
Date:	Monday, February 22, 2021 9:24:29 AM

Greetings Lance and Gregori,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
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From: LANCE TRATHEN <llkt1942@comcast.net>
Sent: Sunday, February 21, 2021 12:19 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: arts& culture vote

As a member of PAL I am asking that the council vote to approve the Arts & Culture Element for the year and beyond. The peninsula is a vibrant art community and we need resources to thrive. In light of the pandemic I am sure you can see the need for this. Please consider our artists and all of the Gig Harbor residents when discussing this. Thank you....Gregori Trathen

Lance & Gregori

From:	Carl Desimas
To:	Barb Turecky
Cc:	Michelle Thomas
Subject:	RE: Arts & Culture Element amendment to the City of Gig Harbor"s Comprehensive Plan
Date:	Monday, February 22, 2021 9:23:29 AM

Hello Ms. Turecky,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
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From: Barb Turecky <barbturecky@gmail.com>
Sent: Sunday, February 21, 2021 10:54 AM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan

Dear Mr. De Simas,

Thank you for taking the time to consider my request for the City Council's immediate review of the proposed Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan. I feel that this amendment needs to be a critical part of Gig Harbor's foundation moving forward and to delay its review until 2024 is detrimental to the city, it's citizens, and disrespectful to the committee who has worked diligently to prepare and present this document.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of arts and culture in the city's planning process and identifies ways in which arts and culture can be woven into the beautiful tapestry we call Gig Harbor. The Arts & Culture Element makes a bold and succinct statement that Gig Harbor is a city that values and supports the full spectrum of arts, artists, and art and cultural organizations including written, visual, musical traditional and performing arts.

"The Arts" are important to me because art is something that everyone, young and old, educated or not, regardless of race, socioeconomic status or religious persuasion can enjoy and appreciate. Sculptures grace our city, enhance the beauty of our streets and display the history and culture of our place in the State. Pictures in City Hall and the Chamber of Commerce reflect the talent and history of our citizens. An emphasis on arts and culture will provide a medium for students to develop their talent and express their pride in our City.

I understand that the city has many items to address, along with the unprecedented challenge of COVID, but a delay in this review until 2024 is unacceptable. If the city does not have the internal resources to make the requested changes to the Comprehensive Plan, then please hire an outside agency or individuals to make it happen.

The citizens of Gig Harbor and the Arts & Cultural Element ad hoc committee deserve timely consideration by the representatives they elect.

Sincerely,

Barbara Turecky

253 265 3552

barbturecky@gmail.com

Sent from Mail for Windows 10

This email has been checked for viruses by Avast antivirus software.
www.avast.com

From:	Carl Desimas
To:	Michelle Thomas
Cc:	Katrina Knutson
Subject:	FW: FOR PUBLIC COMMENT: The Arts + Cultural Amendment and the City"s Comprehensive Plan
Date:	Monday, February 22, 2021 11:08:03 AM
Attachments:	GH Cultural Element Presentation FINAL 6_4.pdf

Hi Michelle,

Please add below and attached to "Batch 2" in the file. You'll need to associate the attachment with the comment in some manner.

Thanks,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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From: Robin Avni <robinavni@msn.com>
Sent: Monday, February 22, 2021 10:57 AM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>; Carl Desimas <cDesimas@gigharborwa.gov>
Cc: Molly Towslee <mtowslee@gigharborwa.gov>; Molly Towslee <mtowslee@gigharborwa.gov>
Subject: FOR PUBLIC COMMENT: The Arts + Cultural Amendment and the City's Comprehensive Plan

Dear Mayor Kuhn, Gig Harbor City Council, and Carl DeSimas,

Thank you for taking the time to consider my request for the City Council's immediate review of the proposed Arts & Culture Element amendment to the City of Gig Harbor's Comprehensive Plan. To delay a review until 2024 is ultimately "kicking the can" down the road into certain oblivion.

I write you to you as Vice-Chair of the Gig Harbor Arts Commission, a member of the team who spent many volunteer months to research, write and review the Arts + Culture Element (see attached ppt), a member of the Peninsula Art League, and as a State Arts Commissioner for ArtsWA who champions the arts across Washington State.

But most importantly, I write you as an engaged citizen of Gig Harbor. One who believes that delaying this amendment until 2024 is detrimental to the city, its citizens, and is woefully out-of-step with understanding the importance that the arts plays in the day-to-day lives of the members of our community.

Culture and Art are tools for accomplishing larger community goals such as economic vitality, quality education and community planning and design. Investment in the arts is investment in the community and in making Gig Harbor a better place to live and work for all its citizens.

Of note is the Cultural Element Committee's research of the Gig Harbor community, and how their attitudes about arts and culture, align with, or at times even exceed, national attitudes (Americans for the Arts). The survey of Gig Harbor residents provided the following insights:

Arts + Culture are a community asset and image builder.

- 96% believe that arts and cultural activities offer positive experiences for the Gig Harbor community
- 83% "Strongly Agree" that arts and cultural activities are an asset to the community
- 73% "Strongly Agree" that the Arts improve the image and identity of the community

Arts provide meaning to Gig Harbor residents' lives.

- 79% have household members involved in artistic activities
- 78% believe that the arts "lifts my spirits"

The arts are vital to the region's economic health in terms of its impact on the community-at-large. One needs to look no further that the economic devastation of COVID19 and the shuttering of venues, museums, and theaters and the dramatic wallop it has had on adjacent businesses and local economies.

The proposed Arts & Culture Element is consistent with the city's comprehensive plan in that it clarifies and defines the importance of Arts and Culture in the city's planning process and identifies ways in which Arts and Culture are critical to a thriving and vital community – *especially* in these times.

I certainly understand that the city has many items to address, along with the COVID's unprecedented challenge -- which only serves to underscore why the inclusion of the Cultural Element Plan is important to address *now* rather than later.

Thank you for your consideration.

Sincerely,

Robin Avni
Engaged Citizen of Gig Harbor

The Arts + Culture Element

AN OPPORTUNITY

FOR ARTS + CULTURE + HERITAGE

TO CREATE COMMUNITY

A COMMUNITY INITIATIVE SUBMITTED BY **THE GIG HARBOR ARTS COMMISSION AND COMMUNITY STAKEHOLDERS**

ART IS AS IMPORTANT AS ROADS AND INFRASTRUCTURE IN A COMMUNITY. IT BRINGS **everyone** TOGETHER.

CULTURAL ARTS SURVEY RESPONDENT

JULY 2018

SUMMER SOUNDS AT SKANSIE PARK

MUSICIAN ELIJAH BOSSENBROEK DURING REHEARSAL

SURVEY Highlights

Of note is that the Gig Harbor community, and their attitudes about arts and culture, align with, or at times even exceed, national attitudes in the most recent *Americans for the Arts* survey.

Arts + Culture are a community asset and image builder

- ✓ **96%** believe that arts and cultural activities offer positive experiences for the Gig Harbor community
- ✓ **83%** *"Strongly Agree"* that arts and cultural activities are an asset to the community
- ✓ **73%** *"Strongly Agree"* that the Arts improve the image and identity of the community

Arts provide meaning to GH residents' lives

- ✓ **79%** have household members involved in artistic activities
- ✓ **78%** believe that the arts "lifts my spirits"

ARTS + CULTURE

...are tools for accomplishing the larger community goals of **economic vitality, quality education** and **community planning and design**.

Investment in the arts is an investment in making Gig Harbor a better place to live and work for all its citizens.

A COMMUNITY INITIATIVE SUBMITTED BY **THE GIG HARBOR ARTS COMMISSION AND COMMUNITY STAKEHOLDERS**

"

GIG HARBOR HAS THE OPPORTUNITY TO ESTABLISH ITSELF AS A REAL ARTS COMMUNITY. CONSIDER THIS: DO WE WANT ONLY COMMERCIAL INFLUENCE TO AFFECT US?

CULTURAL ARTS SURVEY RESPONDENT

JULY 2018

CREATIVE + ECONOMIC VITALITY

ENHANCE THE QUALITY OF LIFE IN GIG HARBOR BY CREATING AN ENVIRONMENT IN WHICH ARTISTIC AND CULTURAL ACTIVITIES FLOURISH.

BALLET CLASS AT HARBOR DANCE

PUBLIC ARTS + COMMUNITY DESIGN

STRENGTHEN AND EXPAND THE PUBLIC ART PROGRAM TO CREATE VISIBLE LANDMARKS AND CULTURAL POINTS OF REFERENCE THAT REINFORCE THE HARBOR'S IDENTITY, CULTURE AND CHARACTER.

EDUCATION + ENGAGEMENT

FOSTER A UNIQUE, PLENTIFUL AND LEARNING-ORIENTED ARTS AND CULTURAL ENVIRONMENT.

PAINTING IN MARDIE REES'S APPRENTICE ACADEMY STUDIO

SPACES + PLACES

ENCOURAGE THE DEVELOPMENT OF ADEQUATE, AFFORDABLE AND APPROPRIATE SPACES FOR ARTISTIC AND CULTURAL ACTIVITIES FOR ALL.

CULTURE + HERITAGE

IDENTIFY, PRESERVE, AND ADVANCE THE CITY'S CULTURAL HERITAGE AND HISTORY.

“ I HOPE THAT ART WILL CONTINUE TO BE TAKEN SERIOUSLY IN THIS AMAZING COMMUNITY. I TRULY BELIEVE KEEPING IT IN THE FOREFRONT WILL ONLY CONTINUE TO ENHANCE OUR COMMUNITY ON ALL LEVELS.

CULTURAL ARTS SURVEY RESPONDENT

JULY 2018

GIG HARBOR IS A UNIQUE LOCALE.

WE HAVE THE OPPORTUNITY TO GROW INTO A

destination of distinction

ALL THE GREAT TOWNS AND CITIES OF THE WORLD HAVE BEEN ABLE TO POINT TO THE EVOLUTION AND INCLUSION OF ARTS AND CULTURE INTO ALL ASPECTS OF CITY PLANNING AS A HALLMARK OF THAT SUCCESS.

CULTURAL ARTS SURVEY RESPONDENT

JULY 2018

SPECIAL THANKS

CITIZENS ADVISORY COMMITTEE

Councilmembers **Jeni Woock** and **Ken Malich**

Arts Commissioners **Charlee Glock-Jackson**, **Leonard Hill**, **Robin Avni** and **Byron O'Neil**

Stephanie Lile, Executive Director, Harbor History Museum

Steve Lynn, owner Morso Wine Bar

Barbara Hammerman, Founder and Executive Director, United By Music North America

Anne Knapp, Peninsula Art League artist and art educator

Kathy Kuhn, Gig Harbor's First Lady

RESEARCH RESOURCES: Bainbridge, Poulsbo, Spokane, Langley, Bellevue, Tacoma and Seattle Arts + Culture Plans, the 2014 ArtsFund Economic Impact Study of the Puget Sound Region, the Arts and the Americans for the Arts 2017 report "Americans Speak Out About the Arts." The Committee also reviewed the 2016 Feasibility Study developed by Charles Johnson & Associates for the Gig Harbor Arts Center Alliance.

A May 30th online survey that was launched with the help of the Gig Harbor Tourism & Marketing Department.

From:	Molly Towslee
To:	Carl Desimas; Michelle Thomas
Subject:	FW: Public Comment - Arts + Culture proposal
Date:	Monday, February 22, 2021 10:25:02 AM

From: lori bonvicini <lvbonvicini@yahoo.com>
Sent: Monday, February 22, 2021 10:24 AM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>
Subject: Public Comment - Arts + Culture proposal

To whom it may concern,
As a forty year resident of Gig Harbor, I am writing to heartily support the inclusion of the Arts + Culture proposal THIS year. Many people have been working very hard and very steadily to accomplish this very important addition to our wonderful Gig Harbor. There is no downside to this, only upside. We as a community deserve this spotlight on arts and culture. It will further refine and distinguish our very fine little village.

It is my understanding that it will take your staff very little time to include this amendment as the work has so largely been done. I urge you to please include Arts + Culture on your agenda for THIS year. Please, please do not kick this forward to 2024. Please help to make this a reality, now!

Many thanks.

Sincerely,
Lori Bonvicini

From:	Carl Desimas
To:	Lynn Stevenson
Cc:	Michelle Thomas
Subject:	RE: For public comment: Arts & Culture Element in the Comp Plan
Date:	Monday, February 22, 2021 1:42:14 PM

Hello Ms. Stevenson,

Thank you for your comments. We will provide them to the City Council for their consideration at the hearing on February 22, 2021.

If you have any further comments or need any clarifications, please feel free to contact me at your convenience.

Thank you,

Carl

Carl de Simas | Senior Planner
Community Development |3510 Grandview Street | Gig Harbor, WA 98335
P (253) 853-7628 | F (253) 858-6408 | www.cityofgigharbor.net

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From: Lynn Stevenson <Lynn@CrazyHappy.com>
Sent: Monday, February 22, 2021 1:38 PM
To: mayorandcouncil <mayorandcouncil@cityofgigharbor.net>; Carl Desimas <cDesimas@gigharborwa.gov>
Cc: Molly Towslee <mtowslee@gigharborwa.gov>
Subject: For public comment: Arts & Culture Element in the Comp Plan

22 February 2021

re: The Arts & Culture Element addition to the City's Comprehensive Plan

Dear Mayor, City Council members and Mr. Carl DeSimas,

In 2018, the Arts Commission took on the task of defining an "Arts &

Culture" Element for the city's Comprehensive Plan. It was a rigorous process, involving a committee devoted to researching the comp plans of other cities, designing and distributing a public survey, collecting and tabulating responses, and writing and re-writing multiple drafts to perfect the language of the element.

Our city officials understand the economic value and also the experiential value that the Arts bring to its residents and visitors, but this is not reflected in our city's own master plan. It's time to update the Comprehensive Plan to *accurately* reflect this city's commitment to nurturing an artistically-thriving, culturally-rich community.

Adopting the Arts & Culture Element will also give us an advantage in acquiring funding (grant support) from outside resources like the Washington State Arts Commission. Additional funding would allow us to bring more superior artistic experiences to our residents and guests.

There is a tendency for the Arts to take a backseat to the "more important" things, I get that. But we are already three years into this process, and if this current administration chooses to NOT act now, will it ever get done? Please don't make us wait another three years to make this happen.

Thank you, sincerely.

Lynn Stevenson
7406 Hill Ave, Gig 98335

GIG HARBOR
"THE MARITIME CITY"

Business of the City Council
City of Gig Harbor, WA

Subject: First Reading of Ordinance Establishing a New Franchise Agreement – WANRack

Proposed Council Action: Consider adoption of ordinance establishing a new Franchise Agreement with WANRack LLC at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: February 22, 2021

Exhibits: Draft Ordinance

	Initial & Date
Concurred by Mayor:	KK 2-16-21
Approved by City Administrator:	02/16/2021
Approved as to form by City Atty:	VIA EMAIL 2/12/21
Approved by Finance Director:	
Approved by Department Head:	2/12/21

Expenditure Required	See Fiscal Consideration	**Amount Budgeted**	$ 0	**Appropriation Required**	$ 0

INFORMATION/BACKGROUND

The City is authorized through state and federal statues to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is contained within RCW 35A.47.040 and Chapter 12.18 GHMC. These franchises, including franchises for telecommunications services, allow the City to regulate services within the City boundaries through its authority over its public rights-of-way and by other City powers and authority.

WANRack LLC has requested that the City Council grant it a nonexclusive telecommunications franchise agreement for fiber optic cable or similar facilities. WANRack desires to provide a fiber optic network connection between schools operated by the Peninsula School District within city rights-of-way and therefore the City requires a telecommunications franchise. Additional permits, including encroachment permits, will be required prior to the installation of any telecommunications equipment. City Staff has worked with the City Attorney's office to prepare the attached ordinance and franchise agreement for consideration by the City Council.

The City is required to treat similarly situated entities with competitive equity. As a result, the franchise agreement attached mirrors the MCI Metro agreement considered and approved by City Council in September of 2019. Minor revisions were made to notification requirements when there is a transfer of interest and to indemnification, which were reviewed and approved by RMSA and the City Attorney.

FISCAL CONSIDERATION

WANRack has reimbursed the City for Attorney's fees for the preparation of the franchise agreement for council consideration. Additionally, WANRack will pay all fees for any necessary encroachment permits.

BOARD OR COMMITTEE RECOMMENDATION

A draft of this franchise agreement was presented to the Public Works Committee at their February 9, 2021 meeting. The Committee supported bringing the franchise agreement forward to the full council.

RECOMMENDATION/MOTION

Consider adoption of ordinance establishing a new Franchise Agreement with WANRack LLC at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO WANRACK, LLC AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, WANRack, LLC ("Franchisee") has requested that the City Council grant it a nonexclusive franchise, and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040, NOW, THEREFORE,

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

Section 1 Franchise Granted.

Section 1.1 Pursuant to RCW 35A.47.040, the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), hereby grants to Franchisee, its affiliates, heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a franchise ("Franchise").

Section 1.2 This Franchise shall be for five (5) years, beginning on the effective date of this ordinance, set forth in Section 40. This Franchise shall automatically renew for an additional five (5) year period unless either party provides notice within one hundred eighty (180) days prior to the end of the fifth year of its desire to terminate this Franchise.

Section 1.3 This Franchise ordinance grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Gig Harbor, as approved pursuant to City permits issued pursuant to this Franchise. Public "Right-of-Way" means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority, including, but

not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, utility easements and similar public property located within the franchise area but does not include: State highways; land dedicated for road, streets, highways not opened and not improved for motor vehicle use by the public; structures including poles and conduits located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the State Parks and Recreation Commission; federally granted railroad rights-of-way acquired under 43 USC § 912 and related provisions of federal law that are not open for vehicular use; or leasehold or City-owned property to which the City holds fee title or other title and which is utilized for park, utility or a governmental or proprietary use (for example, buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned or leased by the City not reserved for transportation purposes). "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the City. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes "microcell" facilities, "minor facilities," "small wireless facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of "personal wireless services" as defined by RCW 80.36.375.

Section 2 Authority Limited to Occupation of Public Rights-of-Way.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City (the "Franchise Area"). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing telecommunications services. Franchisee hereby represents that it expects to provide the following services within the City: high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, data transport and other telecommunications and information services (the "Services"). No right to install any facility, infrastructure, wires, lines, cables, or

other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any City, public or privately owned utility poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the City Council.

Section 2.2 Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive ownership over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, unless such rights are otherwise granted by the City.

Section 3 Non-Exclusive Franchise Grant. This Franchise is a non-exclusive franchise, and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further Franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance,

establishment, improvement, dedication of same as the City may deem fit and consistent with applicable law, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4 Location of Telecommunications Network Facilities.

Section 4.1 Franchisee is maintaining a telecommunications network, consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's Public Works Standards and the Gig Harbor Municipal Code and subject to the City's applicable permit requirements. Franchisee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), for which the City issues permits, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Improvement Projects.

(a) The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, temporarily disconnect, relocate, remove, modify its Facilities within the Right-of-Way when reasonably necessary for construction, alteration, repair, or

improvement of the Right-of-Way to accommodate improvement projects for purposes of and for public welfare, health, or safety. These projects may include but are not limited to, improving the Rights-of-Way for traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity, regardless of the type of entity (public or private) performing the project. Collectively all such projects described in this Section 5.1(a) shall be considered an "Improvement Project".

(b) Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to Section 5.1 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

(c) The City may require the relocation of Franchisee's Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

(d) Franchisee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way any Facilities required to be temporarily disconnected or removed upon approval by the City, which approval shall not unreasonably be withheld or delayed.

Section 5.2 Upon request of the City and in order to facilitate the design of an Improvement Project, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's improvements shall be made by the City upon review of the location and construction of Franchisee's Facilities.

The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

Section 5.3 If the City determines that the Improvement Project necessitates the relocation of Franchisee's existing Facilities, the following process shall apply:

(a) The City shall consult with the Franchisee in the predesign phase of any Improvement Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.

(b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Improvement Project, or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to give any alternatives proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.

(d) The City shall provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, but in no event less than ninety (90) days prior to the commencement of the construction of such Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in this Section 5.3, the City shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such written notice, Franchisee shall relocate such Facilities to accommodate the Improvement Project consistent with the timeline provided by the City, but subject to a Force Majeure event. Such timeline may be extended by a mutual agreement.

(f) In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, which necessitates the relocation of

Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.

Section 5.4 In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its Facilities as otherwise provided in this Section 5. Further, upon a notification of a delay due to Franchisee, Franchisee agrees to work cooperatively with the City, other franchisees and utilities, and the City's third party contractor to resolve such issues.

Section 5.5 Franchisee shall be solely responsible for the out-of-pocket costs incurred by the City for delays in an Improvement Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee's vendors and contractors shall not be considered unrelated third parties). Such out-of-pocket costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorneys' fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Improvement Project.

Section 5.6 Franchisee will indemnify, defend, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.7 Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building or large object, Franchisee, upon thirty (30) days' written notice from the City, shall temporarily raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 5.8 If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.4 the City may perform such work or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4.

Section 5.9 The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6 Undergrounding of Facilities.

Section 6.1 Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. All Facilities shall be installed underground in all areas of the City where all other telecommunications and cable facilities are located underground unless otherwise exempted from this requirement, in writing, by the City. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense; provided that the City requires all other wireline utilities, except electrical utilities, with aerial facilities in the area to convert such facilities to underground installation at the same time. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where all utilities, other than electrical utilities, are currently underground in a manner identified for utilities in the City's public works standards.

Section 6.2 Whenever the City may require the undergrounding of the Franchisee's aerial utilities (other than electrical utilities and personal wireless services facilities) in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis

of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6.3 Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 6.3. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.2, prior to any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.4 Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs and such access meets industry standards as determined by the City. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing the City such access to the open trench.

Section 6.5 The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7 Maps and Records.

Section 7.1 After underground construction is complete, Franchisee shall provide the City with accurate copies of as-built plans and maps stamped and signed by a professional land surveyor or engineer in a form and content acceptable to the Public Works Director or his/her designee. Following any aerial construction, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in Geographic Information System (GIS) or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within ten (10) days following a request from the City. Franchisee shall warrant the accuracy of all as-builts provided to the City.

Section 7.2 Within thirty (30) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to demonstrate: 1) that the Franchisee has complied with all applicable requirements of this Franchise; and 2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes, due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 7.3 Books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City at reasonable times and intervals but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Franchisee; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security

Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, or in the event the City is permitted to charge franchise fees as further described in Section 15.1, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. Nothing in this Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 7.5 On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 8 Work in the Rights-of-Way.

Section 8.1 During any period of relocation, modification, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and

workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 8.2 Whenever Franchisee shall commence work in any public Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, modification, or relocation of its cable or equipment, it shall apply to the City for a permit to do so. The City shall only issue permits that are in compliance with Gig Harbor Municipal Code and the City's Public Works Standards, and the City's generally applicable design standards. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise ordinance.

Section 8.3 Except as provided in this Section, Franchisee shall not break, cut or otherwise compromise the surface and/or integrity of any street or sidewalk within the first two years after its construction and installation unless otherwise authorized by the City's Public Works Standards. For the period commencing with the third year through the seventh year, if Franchisee proposes to cut, penetrate or compromise the integrity of the surface of any street or sidewalk it shall conduct its operations only in accordance with the encroachment permit and shall provide a city performance bond as required in Section 19.1 below. The City, at its sole discretion, may permit installation of Facilities underneath a street or sidewalk during the initial two years after construction when the Facilities:

(a) Are installed using boring or other construction method which does not penetrate the street surface and when a maintenance and restoration bond is provided to ensure that no surface subsidence occurs; or

(b) Fully replaces the City street or sidewalk in accordance with City standards and provides appropriate bonding consistent with Section 19.1 and Section 19.2 below.

Section 8.4 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 8.3, the Franchisee shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) Franchisee may deny such request for safety reasons.

Section 8.5 Except for emergency situations, and only following the issuance of a permit, Franchisee shall give at least seven (7) days' prior notice of intended construction to residents in the affected area prior to any underground construction or disturbance. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least forty-eight (48) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter

onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.6 Upon receipt of a permit (except in emergency situations), Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.6 shall only apply to the extent necessary to protect above ground Facilities. Franchisee's tree trimming activities shall protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming shall be at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City except to the extent it is necessary that Franchisee trims trees or vegetation upon, overhanging, or encroaching on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent such vegetation from coming in contact with Franchisee's Facilities. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or his/her designee.

Section 8.7 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 8.8 Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way in order to provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.9 The provisions of this Section 8 shall survive the expiration or termination of this Franchise ordinance.

Section 9 One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request from a third party or the City, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10 Safety Requirements.

Section 10.1 Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.3 Additional standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities. If permitted pursuant to a permit, Franchisee may maintain a bundle of unused cable on an aerial facility to be used as slack for relocation or repairs; provided however, that Franchisee is permitted to use snow shoe style wire storage provided that Franchisee minimizes the usage of the snow shoes only to those situations in which is it is necessary to provide Services.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10.4 Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

(a) Be in writing;

(b) Be given to the person doing the work or posted on the work site;

(c) Be sent to Franchisee consistent with Section 33.

(d) Indicate the nature of the alleged violation or unsafe condition; and

(e) Establish conditions, consistent with the applicable laws, regulations, ordinances or generally applicable standards under which work may be resumed.

Section 11 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12 Restoration after Construction.

Section 12.1 Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 18, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way in accordance with the City's public works standards to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with the City's Public Works Standards.

Section 12.3 If conditions (e.g. weather) make the complete restoration required under Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time reasonably directed by the Public Works Director, or his/her designee, in order to maintain the public welfare, health or safety, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 21.2.

Section 12.5 The provisions of this Section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 13 Emergency Work/Dangerous Conditions.

Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health or safety of any person, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Gig Harbor City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation or excavation of Facilities conducted by Franchisee as authorized by this Franchise has caused or materially contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 14 Recovery of Costs.

Section 14.1 Franchisee shall pay a one-time fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise, not to exceed $5,000.00. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of this fee; further, this Franchise shall be considered void if the fee is not paid within ninety (90)

days of receipt of the invoice. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2 In addition to Section 14, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Consistent with state law, Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be

included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 15 City's Reservation of Rights.

Section 15.1 Franchisee hereby represents that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 15.2 Franchisee acknowledges that its operation with the City constitutes a telecommunications business subject to the utility tax imposed pursuant to the Gig Harbor Municipal Code Chapter 3.16. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Gig Harbor Municipal Code Chapter 3.16, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Gig Harbor Municipal Code Chapter 3.16 as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Franchisee's Services.

Section 16 Indemnification.

Section 16.1 Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any

person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise.

Section 16.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily

duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, except to the extent any such damage or destruction is caused by or arises from any negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, or employees.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17 Insurance.

Section 17.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Right-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee, its agents representatives or employees. Franchisee shall require that every contractor and subcontractor maintain insurance coverage and policy limits consistent with this Section 17. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the City for its inspection at the time of or prior to acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits no less than $2,000,000 combined single limit per occurrence for bodily injury and property damage.

(b) Commercial General Liability insurance, written on an occurrence basis with limits no less than $3,000,000 combined single limit per occurrence and $5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. No deductible is presently required for this insurance; and

(d) Umbrella liability policy with limits not less than $10,000,000 per occurrence and in the aggregate.

Section 17.2 Any deductibles or self-insured retentions must be declared to and approved by the City. Such approval shall not be unreasonably withheld or delayed. The City acknowledges that Franchisee's current deductibles are subject to change based on business needs

and the commercial insurance market. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Additionally, Franchisee shall pay all premiums for the insurance on a timely basis. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

Section 17.3 The insurance policies, with the exception of Workers' Compensation obtained by Franchisee shall name the City, its officers, officials, employees, agents, and volunteers ("Additional Insureds"), as an additional insured with regard to activities performed by or on behalf of Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City prior to or upon acceptance either (1) a true copy of the additional insured endorsement for each insurance policy required in this Section 17 and providing that such insurance shall apply as primary insurance on behalf of the Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's insurance shall be primary insurance with respect to the City, and the endorsement should specifically state that the insurance is the primary insurance. Any insurance maintained by the City shall be in excess of Franchisee's insurance and shall not contribute with it.

Section 17.4 Franchisee is obligated to notify the City of any cancellation or intent not to renew any insurance policy, required pursuant to this Section 17, thirty (30) days prior to any such cancellation. Within fifteen (15) days prior to said cancellation or intent not to renew, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 21below. Notwithstanding the cure period described in Section

21.2, the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

Section 17.5 Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 17.6 As of the effective date of this Franchise, Franchisee is not self-insured. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Franchisee shall comply with the following: (i) provide a written attestation that Franchisee possesses the necessary amount of unencumbered financial assets to support the financial exposure of self-insurance, as evidenced by an outside auditor's review of Franchisee's financial statements; (ii) the City, upon request, may review Franchisee's financial statements; (iii) Franchisee is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise. These requirements may be modified by written amendment executed by both parties.

Section 18 Abandonment of Franchisee's Telecommunications Fiber Optic Cable Network.

Section 18.1 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Right-of-Way within thirty (30) days of receiving written notice from the Public Works Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Right-of-Way in accordance with the City's Public Works Standards to at least the same condition the Right-of-Way were in immediately prior to any such removal provided Franchisee shall not be responsible for any changes to the

Right-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.2 Notwithstanding Section 18.1 above, the City may permit Franchisee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 18.3 Any Facilities which are not removed within ninety (90) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.4 If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example by building a replacement structure, Franchisee shall remove or relocate its Facilities within the Right-of-Way within ninety (90) days of such notification from the landlord at no cost to the City.

Section 18.5 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 19 Bonds.

Section 19.1 Construction Performance Bond. Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City in an amount equal to 125% of the construction cost, which should not be less than $5,000 or in accordance with the bonding requirements for the City's encroachment permit. The amount of the Performance Bond may be reduced during construction as determined by the City. The Performance Bond shall guarantee the following: (1)

timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19.2.

Section 19.2 Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 19.2 must be in place prior to City's release of the bond required by Section 19.1.

Section 19.3 Franchise Bond. Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars ($25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 20 Modification. The City and Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 21 Remedies to Enforce Compliance.

Section 21.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

Section 21.2 If either party (the "Defaulting Party") shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise, the other party (the "Non-Defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable

efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the Non-Defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-Defaulting Party may pursue any available remedy at law or in equity as provided in Section 21 above, or in the event Franchisee has failed to timely cure or commence cure of the breach, the City may, at its discretion, (1) revoke this Franchise with no further notification pursuant to Section 22, (2) refuse to grant additional permits, or (3) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the Franchisee or Franchise Bond set forth in Section 19.3.

Section 22 Revocation. If Franchisee willfully violates or fails to comply with any material provisions of this Franchise, then at the election of the City after at least thirty (30) days written notice to Franchisee specifying the alleged violation or failure, the City may revoke all rights conferred and this Franchise may be revoked by the Gig Harbor City Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. This hearing does not give the right to either the City or Franchisee to conduct discovery, subpoena witnesses, or take depositions. Within thirty (30) days after the hearing, the Gig Harbor City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Gig Harbor City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Gig Harbor City Council does not grant any additional period, the Gig Harbor City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 24 Non-Waiver. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise 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 covenants, agreements or option or any other covenants, agreements or option.

Section 24 Police Powers and City Ordinances. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce, consistent with applicable law, all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations consistent with applicable law, including but not limited to 47 U.S.C. Section 253, the location, elevation, manner of construction and maintenance of Facilities by Franchisee and facilities of other similarly situated franchisees, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise ordinance and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 25 Cost of Publication. The cost of publication of this Franchise ordinance shall be borne by Franchisee.

Section 26 Acceptance. Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit A within thirty (30) days of the effective date of the ordinance authorizing the Franchise. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17, any applicable construction Performance Bond pursuant to Section 19.1 and the Franchise Bond required pursuant to Section 19.3. The administrative fee pursuant to Section 14.1 is due within thirty days of receipt of the invoice from the City.

Section 27 Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 16, Section 18, Section 27, Section 28, and Section 39.2 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to

Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 28 Assignment.

Section 28.1 This Franchise may not be directly or indirectly assigned or transferred by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 28, a change in ownership or ownership mix of Licensee is not deemed to be an assignment or transfer so long as the Licensee entity continues to exist following the change, and no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock. Section 28.2 Any transactions which singularly or collectively result in a change of 50% or more of the (i)ownership or working control of the Franchisee's Telecommunications facilities within the City; or (ii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring written notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. The Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee's Telecommunications facilities within the City or capacity or bandwidth of Franchisee's Telecommunications facilities within the City three months prior to the closing of the transaction. The Franchisee shall notify the City of any transactions which singularly or collectively result in a change of 50% or more of the ownership of Franchisee within sixty (60) days following the closing of the transaction.

Section 29 Extension. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 30 Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 31 Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 32 Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. If Franchisee has Facilities in the vacated portion of the Right-of-Way, the City shall use reasonable efforts to reserve an appurtenant easement for Franchisee within the vacated portion of the Right-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 1.2. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area, in which Franchisee is located. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 33 Notice. Any Notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF GIG HARBOR
ATTN: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

FRANCHISEE:
WANRack, LLC
Attn: Sherrie Lynn – Project Manager
15700 College Blvd Suite 200
Lenexa, KS 66219

Section 34 Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 35 Compliance with All Applicable Laws. Each party agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Franchisee further agrees to remove all liens and encumbrances arising as a result of said use or work. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the

amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 36 Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 37 Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 38 Licenses, Fees and Taxes. Prior to constructing any Facilities, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 39 Miscellaneous.

Section 39.1 City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 39.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

Section 39.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 39.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 39.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 39.6 This Franchise may be enforced at both law and equity.

Section 39.7 Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 39.8 This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations.

Section 39.9 There are no third party beneficiaries to this Franchise.

Section 39.10 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as strikes, lockouts, sit-down strike, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and any other similar act of God event.

Section 40 Ordinance Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

_____
Kit Kuhn
MAYOR

ATTEST/AUTHENTICATED:

_____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

_____
Daniel Kenny
CITY ATTORNEY

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

SUMMARY OF ORDINANCE NO.

City of Gig Harbor, Washington

On the ___ day of _____, 202__, the City Council of the City of Gig Harbor passed Ordinance No. _____ (202__). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO WANRACK, LLC AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF GIG HARBOR, WASHINGTON.

The full text of this Ordinance will be mailed upon request.

_____
Molly Towslee, City Clerk

FILED WITH THE CITY CLERK: _____, 202_
PASSED BY THE CITY COUNCIL: _____, 202_
PUBLISHED: _____, 202_
EFFECTIVE DATE: _____, 202_
ORDINANCE NO.: ___(202_)

EXHIBIT A

STATEMENT OF ACCEPTANCE

WANRACK, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

_____

By: _____ Date: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 202_, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

_____
Signature

_____
NOTARY PUBLIC in and for the State of _____,
Residing at _____
MY COMMISSION EXPIRES: _____.