

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

Monday, June 14, 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 three 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 by email before the meeting. Your comments must be provided to the City Clerk by 3:00 p.m. on the day of the meeting. All written comments must be able to be read in 3 minutes or less to be included in the record and must state "FOR PUBLIC COMMENT" in the subject line of the email. Email 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. City Council Minutes

Documents:

[City Council Meeting Minutes - May 24, 2021.pdf](#)
[City Council Study Session Minutes - May 27, 2021.pdf](#)
[City Council Study Session Minutes - June 3, 2021.pdf](#)

2. Receive & File

Documents:

[2019-2020 Annual School Impact Fee Report.pdf](#)
[2020 Annual Park Impact Fee Report.pdf](#)
[2020 Annual Transportation Impact Fee Report.pdf](#)
[Design Review Board Minutes - May 13, 2021.pdf](#)
[Finance and Safety Committee Minutes - May 17, 2021.pdf](#)
[Parks Committee Minutes - May 5, 2021.pdf](#)
[Bench Donation Thank You Letter.pdf](#)
[2021 Juneteenth Proclamation.pdf](#)

3. Pierce County Range Agreement

Documents:

4. Interim City Administrator Contract

Documents:

[Agenda Bill - Interim City Administrator Contract.pdf](#)

5. Resolution 1211 - ITS Surplus

Documents:

[Agenda Bill - Resolution 1211- ITS Surplus.pdf](#)

6. Approval of Payroll for June 14, 2021

Checks #8274 through #8279 and direct deposit transactions in the total amount of \$472,365.04.

7. Approval of Vouchers for June 14, 2021

Checks #95422 through 95526 and ACH payments in the amount of \$1,522,274.81.

MAYOR'S REPORT

- 1. Wilkinson Farm Park Bench Donation**
- 2. Juneteenth Proclamation**

CITY ADMINISTRATOR'S REPORT

- 1. American Rescue Plan Act (ARPA) Local Fiscal Recovery Fund Update**

STAFF REPORT

- 1. Austin Estuary Honoring Symbol Project Update - Public Works Director Jeff Langhlem and Community Development Director Katrina Knutson**
- 2. Summer Events Update - Tourism & Communications Director Laura Pettitt**

PUBLIC COMMENT ON NON-AGENDA ITEMS

NEW BUSINESS

- 1. Public Hearing: First Reading and Adoption of Ordinance No.1462 - SMP Art Placement Comp Plan Amendment**
 - a) Report: Community Development Director Katrina Knutson
 - b) Clarifying questions from Council
 - c) Public Hearing
 - d) Council deliberation and action

Documents:

[Agenda Bill - Ordinance No.1462 - SMP Art Placement Comp Plan](#)

2. Public Hearing: Village at Harbor Hill Development

Agreement Amendment No. 1

- a) Report: Community Development Director Katrina Knutson
- b) Clarifying questions from Council
- c) Public Hearing
- d) Council deliberation and action

Documents:

[Agenda Bill - Village at Harbor Hill Development Agreement Amendment No. 1.pdf](#)

3. Parks Recreation and Open Space (PROS) Plan Update – Professional Services Contract

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[Agenda Bill - PROS Plan Update.pdf](#)

4. Resolution 1209 to Establish the Adopt-A-Park Program

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[Agenda Bill - Resolution 1209 Adopt A Park Program.pdf](#)

5. 38th Avenue Phase 1a Design - Professional Services Contract Amendment #3

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[Agenda Bill - 38th Avenue Phase 1a Design - Professional Services Contract Amendment 3.pdf](#)

6. Lease Amendment with Gig Harbor Canoe & Kayak Racing Team

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

7. Resolution 1210 - Adopting Homeport Design Concept

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public Comment
- d) Council deliberation and action

Documents:

[Agenda Bill - Resolution 1210 Adopting Homeport Design Concept
REVISED.pdf](#)

COUNCIL REPORTS / COMMENTS

- 1. Parks Commission Meeting of June 2, 2021 - Councilmember Abersold**

ANNOUNCEMENT OF UPCOMING MEETINGS

- 1. Public Works Committee Meeting - Tuesday, June 15 at 3:00 p.m.**
- 2. City Council Study Session - Thursday, June 17 at 3:00 p.m.**
- 3. Board & Commission Candidate Review Committee Meeting - Monday, June 21, at 3:00 p.m.**
- 4. Finance & Safety Committee - Monday, June 21 at 4:00 p.m.**

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 MEETING
Monday, May 24, 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. Present: Councilmembers Franich, Markley, Rodenberg, Denson and Himes. Councilmember Abersold was excused.

Staff: Administrator Larson, Community Development Director Knutson, Public Works Director Langhelm, Finance Director Rodenbach, Tourism/Communications Director Pettitt, City Clerk Towslee, Assistant City Clerk Stecker and City Attorney Kenny

PLEDGE OF ALLEGIANCE:

CHANGES TO THE AGENDA:

[Councilmember Denson](#) asked that Consent Agenda No. 8 be moved to New Business.

CONSENT AGENDA:

1. a) City Council Minutes: Special Meeting - May 6, 2021; and b) Regular Meeting – May 10, 2021
2. Receive and File: a) Planning Commission Minutes - April 29, 2021; b) Parks Commission Minutes - April 7, 2021; c) Design Review Board Minutes - March 25, April 8, and April 22, 2021; d) Proclamation Honoring City Clerk Molly Towslee upon her Retirement; e) Proclamation – Pierce County Library 75th Anniversary
3. Contract for City Attorney and Special Services
4. 38th Avenue Improvements Phase 1a – PW Construction Contract Award, Contract Amendment No. 1 for Construction Support, and Professional Services Contract for Materials Testing Services
5. Municipal Cleaning Vehicle – Agreement for Purchasing Materials Amendment #1
6. Resolution 1208 – Updates to Fee Schedule
7. WWTP Biosolids Disposal & Transportation Contract Authorization
8. ~~Gig Harbor Canoe and Kayak Race Team Lease at Aneich Park – Second Amendment~~
9. Approval of vouchers for May 24, 2021: Checks 95319 through 95421 and ACH payments in the amount of \$549,380.04

MOTION: Move to approve the Consent Agenda as amended to move No. 8 to New Business.
Himes / Woock – motion passed 6-0

MAYOR'S REPORT:

1. [Interim City Administrator Update](#). Mayor Kuhn reported that an offer has been made to Tony Piasecki, who was interim City Administrator in 2018. Confirmation for his agreement will be brought to council on June 14.

2. [Sports Complex Lease with YMCA Update](#). The Mayor read a press release regarding the signed lease agreement to enable the YMCA to fundraise, construct and operate two new synthetic turf athletic fields estimated at \$6.8 million. The Y will have until spring 2023 to raise the funds as the project needs to be completed by December 2024.

3. [Mayor Kuhn recognized Employees with 30 Years of Service](#): He thanked Kelly Busey, Jim Stattin, Tony Poling and Molly Towslee for their years serving the city.

4. [Mayor Kuhn then read](#) a Proclamation Honoring City Clerk Molly Towslee upon her upcoming retirement.

5. [Mayor Kuhn read](#) a Proclamation recognizing the Pierce County Library 75th Anniversary. Gig Harbor was their first location. Mayor Kuhn also announced that it's the city's 75th Anniversary as well and there are upcoming plans to celebrate this milestone.

CITY ADMINISTRATOR'S REPORT:

1. [Employee Engagement and Survey Update](#). City Administrator Bob Larson shared a summary of the strategy developed by the ad hoc committee tasked with addressing the survey results. He said that a Resolution of Support and action plan will be presented for council discussion and approval.

STAFF REPORT:

1. [Letters of Support for Federal Funding of Capital Projects](#). Tourism & Communications Director Laura Pettitt reported that we gathered letters of support for several potential future transportation projects, as well as the project known as the Gig Harbor Sports Complex. These letters of support from the community are part of the application packets submitted to legislators.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

[Tom Tomlinson – 7019 Stanich Avenue](#). Mr. Tomlinson shared his continued concern with enforcing the R-1 verses R-3 zoning issue occurring next door to him.

[Tom Wick – Hunt Street](#). Mr. Wick shared his lack of confidence that his emails are begin received or preserved. He voiced concerns with the application BB21-03-08 for a club house at the Courtyards at Skansie. He said this should require a completely new submittal with an environmental impact statement to address the drainage issues.

[Linda Foster – 6818 93rd Street Court NW](#). Ms. Foster, member of the Skansie Netshed Foundation, spoke to the need for roof repairs and repainting of the netshed. She said the Foundation works hard to keep the interior in good shape, but the leaking roof is damaging, and someone found a loose board off the front.

OLD BUSINESS: None.

NEW BUSINESS:

1. [Gig Harbor Canoe and Kayak Race Team Lease at Ancich Park – Second Amendment.](#)

Public Works Director Jeff Langhelm provided a summary of the reason this amendment is before council for further action.

[Councilmember Denson](#) explained that she pulled this item from the Consent Agenda as the Gig Harbor Canoe and Kayak Racing Team was not amenable to the amendment and has offered an alternative amendment for consideration.

[City Attorney Daniel Kenny](#) further explained the need for a motion to adopt the clarified amendment that was approved at the last meeting. He said if Council wishes to consider the newly proposed amendment from the kayak club there are two ways to do this: 1) a motion to reconsider the action taken at the last meeting and then another motion to incorporate the newly proposed language; or 2) a motion to rescind the action taken at the last meeting and then begin the process to adopt a new amendment. He addressed questions regarding these options.

MOTION: Move to rescind the prior vote.
Rodenberg / Denson – [roll call vote:](#)

Denson – yes; Himes – no; Markley – no; Rodenberg – yes; Woock – yes. There was a 3-3 tie and Mayor Kuhn voted yes. Motion passed 4-0

Councilmember Franich voiced his concerns with the motion. [There was discussion on](#) the new lease amendment from the Gig Harbor Canoe and Kayak Racing Team. The Mayor asked each Councilmember if they are comfortable taking action tonight.

Councilmember Franich said no. Councilmembers Denson and Rodenberg said yes, and Councilmembers Himes, Markley and Woock said they would like to discuss the amendment, but they are not ready to act tonight.

The Mayor and Council continued sharing comments on the terms in the amendment proposed by the Team. [Discussion will continue](#) at a study session to provide direction for what will be brought to council for a vote. It was agreed that public comment would be allowed at the study session and the council meeting.

2. [Ancich Mitigation Monitoring – Professional Services Contract Amendment No. 3/DCG.](#) Public Works Director Jeff Langhelm presented the background for this annual mitigation monitoring contract. He answered questions.

The Mayor opened the public comments.

[Aaron Huston](#) – Mr. Huston voiced concern that his right to speak on the Ancich Lease Amendment was subverted. Mayor Kuhn that he would have two more opportunities to speak at the study session and the council meeting.

There were no further comments.

MOTION: Move to approve and authorize the Mayor to execute Amendment No. 3 to the Professional Services Contract with Davido Consulting Group, Inc. in an amount not to exceed \$6,500.00.
Himes / Woock – motion passed 6-0

3. Resolution 1209 – Adopting the Ancich Homeport Feasibility Study.
Exhibit A, Alt E, Alt G, Alt H

Public Works Director Jeff Langhelm shared an overview of the process to choose an alternative for the Homeport Dock. He shared illustrations of the alternative designs, addressed comments, and answered questions about the designs.

The Mayor opened public comment period. City Administrator Larson read written comments.

Nancy & Nick Jerkovich – 3710 Harborview Drive, spoke in favor of approving the linear dock to preserve more open space for all and the view corridor. They said the need for moorage has been greatly exaggerated.

Karen Allen Berg – 3526 Harborview Drive, spoke in favor of the linear dock due to impacts on the neighborhood. She is not in favor of “renting out slips” to non-commercial boaters during the off season.

Lita Dawn Stanton – 3615 Harborview Drive, said the linear float design fulfills the need for commercial fishing moorage without wiping out one of the town’s last view corridor. She said the public needs and deserves safe and open waters to recreate at Ancich Park.

Linda Foster & Nancy Jerkovich – 6828 93rd St. Ct. NW / 3525 Harborview Dr. Ms. Foster and Ms. Jerkovich spoke in favor of the linear dock design. The current plans for the Paddler’s Dock and the traditional linear dock takes into consideration impacts on the view corridor.

Mary Ellen Jerkovich Gilmour – shared concern for a non-linear dock. She cited impacts on the open view corridor, keeping the historical nature of the commercial dock, and the safety of both commercial vessels and self-propelled water use vessels sharing limited space as reasons she supports the linear docking system.

Andy Babich – 8306 25th Ave. Ct. NW. Mr. Babich spoke to the current and future needs for moorage and the limitations and safety concerns of rafting. He explained that finger floats are practical, functional and create safe and secure moorage solutions. He asked Council to reject Resolution 1209.

Guy Hoppen – 8402 Goodman Drive. Mr. Hoppen explained his participation in the processes for both Resolution 949 and 1209. He said the linear moorage facility allows for six boats. Design H moors 15-20 boats, assures 100 feet of open water view corridor and plenty of buffer for the safety of human powered craft. He said the future of

commercial fishing hinges on adequate public moorage, and asked council to reject Resolution 1209 and adopt Design H.

[Gregg Lovrovich – 5310 72nd Ave NW](#). Mr. Lovrovich addressed the concept of future expansion of a linear dock, citing the expense, permitting and mitigation constraints. He shared his belief that facility expansion wasn't properly analyzed and asked council to reject Resolution 1209 and adopt a common-sense version of Design H that protects the view corridor.

[Tom Lovrovich – 3811 Harborview Drive](#). Mr. Lovrovich voiced his strong support for float design H, recommending to decrease the two 80' slips to 60' on the Jerkovich side, adding one 80' slip to the Ancich side, and making stall 13/14 a 60' stall. He said the linear dock design is not large enough.

[Trevor Nordeen – Hudson Lane](#). Mr. Nordeen said he recently moved to Gig Harbor and what attracted him to the area was the heritage as an active fishing community. He shared support for the cultivation of a continued, strong commercial fishing presence and said he does not support R-1209's recommendation for Alternative E.

[Mike & Amanda Babich – 13510 Goodnough Drive NW](#).– Mr. and Mrs. Babich voiced their opposition to adoption of Resolution 1209. They said Design H would better serve the commercial fishing fleet, and the fingered dock space provides a higher quality use. There are no clear impacts to the Millville neighborhood from Design H, and the study shows the homeport will support itself financially by maximizing moorage. They asked council support for Design H.

[Zack Worrell – 8321 Goodman Drive](#). Mr. Worrell opposes Resolution 1209. He explained that this proposal doesn't provide nearly enough permanent moorage to support and retain our local commercial fishing fleet. A facility capable of supporting at least twenty vessels would satisfy the current demand.

[Mike Skrivanich – 11920 158th St. NW](#). Mr. Skrivanich said he is from a commercial fishing family located in Gig Harbor since 1909. He asked that council please say no to Res 1209 and to help the commercial vessels with a place to call home.

[Nick Babich 13310 Purdy Drive](#). Mr. Babich said he is strongly against the linear dock. He is proud of his family and friends fishing history, adding that none of them would be in favor of the linear dock. He shared support for Design H without the 80 footers on the Jerkovich side.

[Cindy Lumsden – 3710 Sellers Street](#). Ms. Lumsden said she backs the linear float option. She said it's important that our local commercial fishing vessels have a mooring option, but one that's safe, cost effective, and has the least amount of impact in the view corridor.

[Steve Paris – 9716 Crescent Valley Drive](#). Mr. Paris said we have a rich, healthy fishing heritage and he hopes the city will support a homeport facility that will house a sizable fleet into the future; something a linear dock will not do. He said his boat is moored in

Alaska because there is little opportunity for local moorage, and it would be nice to bring his boat home.

[Joni Dupille – 3304 Shyleen Street](#). Ms. Dupille said she is a proponent of the lineal design. When the Jerkovich Family agreed to the sub-lease the tidelands rights it was to help the city complete the project, maintain the view corridor, and preserve the last unspoiled part of the waterfront. The original design called for a linear docking system as the most aesthetically pleasing. Marine floats congest the navigational area creating a safety concern. She asked the city to stick to the original design.

[Nick Babich – 13310 Purdy Drive](#). Mr. Babich said his brother is going to Valdez to check on their boat and they had to leave another in Newport because of the lack of moorage here. He said they are not looking for free or subsidized moorage. He addressed the safety concerns by saying fishing vessels don't move much and they must be the safest because it's their job. He cited reasons that the linear design is unsafe for the massive boats to maneuver.

[There were no further public comments and the Mayor closed this portion at 7:59 p.m.](#)

[Councilmembers](#) and the Mayor shared comments and deliberated the results of the feasibility study.

[MOTION:](#) Move to approve Resolution 1209.
Himes / Franich – roll call vote:

Franich – aye; Denson – no; Himes – aye; Markley – no; Rodenberg – no; and Woock – no. Motion failed 4-2

[Public Works Director Jeff Langhelm](#) asked if Council has enough data to consider alternatives or if the feasibility study needs to be updated. Mayor Kuhn and Councilmembers discussed making modifications to Alternative H to address both saving the view corridor and maximizing moorage. Also discussed was eliminating some of the 80 foot slips and transient recreational moorage during the times the fishing boats weren't present. This will be addressed through a future resolution or code amendment for rules of use of the dock.

COUNCIL REPORTS / COMMENTS:

1. [Public Works Committee](#). Councilmember Franich reported they discussed the following: a) release of interest in a public property easement on Peacock Hill; b) prioritize the 6- Year Capital Improvement Project list; c) Parks and Open Space Recreation Plan update; and d) Ancich Storage Facility rental term length and fees. He encouraged Council to review the Parks Commission's recommendation for the rental at Ancich Park.

[Councilmember Woock](#) asked about a discussion about safety concerns with the storage facility. Director Langhelm responded that he is going to do a summary for the Mayor. Councilmember Himes said there should be a fairness consideration for public use of the facility.

2. [Finance & Safety Committee](#). Councilmember Rodenberg said they discussed the fireworks violations and penalties, and updates to the city's fee schedule. They also address the bicycle speed on Cushman Trail. Chief Busey shared with the committee that speed limits are set by ordinance, then signs would have to be purchased and speeds enforced. The Parks Commission has samples of directional signage that may be helpful.

[Councilmember Woock](#) asked that the Planning and Building Permit Fees be updated at least by next year.

[Mayor Kuhn](#) asked for suggested dates for a study session on the Kayak Club lease. It was decided that June 3 at 3:00 p.m. would work.

[Councilmember Franich](#) addressed Linda Foster's comments on repairs to the Skansie Netshed and asked that we get moving on this. The Mayor will follow up with Director Langhelm.

[Councilmember Denson](#) thanked the Mayor and Staff and YMCA for getting the YMCA Lease finalized.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council Study Session – Thursday, May 27 at 3:00 p.m.
2. Civic Center Closed May 31 for Memorial Day Holiday
3. Planning & Building Committee Meeting – Monday, June 7 at 3:00 p.m.
4. City Council Study Session – Thursday, June 10 at 3:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 8:54 p.m.
Franich / Markley – unanimously approved

Mayor Kit Kuhn

Molly Towslee, City Clerk

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, May 27, 2021 – 3:00 p.m.

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

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

Staff present: City Administrator Bob Larson, Assistant City Clerk/Open Government Administrator Josh Stecker and Public Works Director Jeff Langhelm. Gordon Thomas Honeywell lobbyists Josh Weiss, Annika Vaughn and Dale Learn were also in attendance.

DISCUSSION ITEMS:

Federal Update: Dale Learn gave a brief update on the state of affairs in the federal government. He reported that the City's requests for capital project funding had been viewed favorably by Representative Kilmer and Senator Murray. Requests are due to Senator Cantwell on June 1.

Legislative Update - 2021 End of Session Report: Josh Weiss & Annika Vaughn presented their wrap-up report of the 2021 legislative session. The state had unexpectedly healthy revenue and adopted a robust capital budget. The City had partial success in achieving the goals of its legislative agenda including receiving \$500,000 in funding for the Sports Complex, support for funding of the top three transportation project requests if a revenue package is adopted, and the option to implement a multi-family tax exemption program.

Other updates included noting that the Open Public Meetings Act revisions did not pass and that the state's Main Street Program was given an extra \$1 million in funding.

2022 Legislative Session Priorities: Council briefly touched on ideas for the 2022 Legislative Agenda, including asking for additional support for the Sports Complex. Council discussed the possibility of asking for funding for projects related to fish culverts and pursuing Public Works Trust Fund opportunities. The Intergovernmental Affairs Committee will work with the lobbyists to further develop the 2022 Legislative Agenda at future meetings.

ADJOURN: The meeting adjourned at 4:06 p.m.

Joshua Stecker
Assistant City Clerk/Open Government Administrator

MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, June 3, 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: Assistant City Clerk/Open Government Administrator Josh Stecker and Public Works Director Jeff Langhelm.

DISCUSSION ITEMS:

Gig Harbor Canoe and Kayak Race Team Lease at Ancich Park – Second Amendment: Mayor Kuhn gave an overview of the proposals for amending the lease agreement between the City and the Gig Harbor Canoe and Kayak Racing Team for use of the Ancich Waterfront Park storage building.

Public Comment from the Gig Harbor Canoe and Kayak Racing Team: Alan Anderson commented on the history of the funding and intent of the park. Aaron Huston commented on the racing team's desire for the stability of a 15-year lease. Kirsten Gregory noted that the team is confident that they will be able to raise an amount in excess of \$150,000

Jeff Langhelm gave a history of the park development and noted that the racing team's use of the park was key in acquiring a 2014 ALEA grant to fund the development of the park. He recommended, after consulting with the City Attorney, that the commencement date of the lease not be changed by future amendments.

Council expressed support for amending the lease as proposed by the team which would extend the lease to 15 years from the date that the team is able to begin to use the facility. The amendment would require a minimum donation amount of \$150,000 from the racing team.

ADJOURN: The meeting adjourned at 4:19 p.m.

Joshua Stecker
Assistant City Clerk/Open Government Administrator



PUBLIC WORKS DEPARTMENT

2019-20 ANNUAL SCHOOL IMPACT FEE REPORT

I. Introduction

The City has the authority to adopt impact fees to address the impacts on school facilities caused by new development in accordance with RCW 82.02.050 through 82.02.110. In April 2004 the City and the Peninsula School District (District) entered into an Interlocal Agreement establishing duties and responsibilities of the parties regarding implementation of school impact fees (SIFs). Subsequently, the first SIFs were implemented in July 2004 as prescribed by Ordinance 963.

In October 2014 the District requested the City amend the SIF to correspond with the District's Six-Year Capital Facilities Plan for 2015-2020 and to be consistent with SIF changes that were adopted by Pierce County. The District also requested the City adjust the SIF annually according to the local Consumer Price Index. In January 2015 the City adopted Ord. 1309 that implemented these changes.

Additionally, Ordinance 1309 reflects recent changes in state law that allows the City's school, transportation, and park impact fees to be expended or encumbered for use within ten years instead of the six years as noted in the City's current code. As a general housekeeping measure, this ordinance reflects the City's desire to make the process for appeals of all impact fees consistent with other City appeal processes. A subsequent ordinance was adopted in March 2016 (Ord. 1332) that corrected the reference to the Consumer Price Index.

By code, the City collects SIFs only from residential developments. However, the SIF rates for single-family residential dwelling units and multi-family residential dwelling units are not the same. The rate for multi-family residential unit is about half of the rate for the single-family residential dwelling unit.

This report is intended to fulfill the requirements of GHMC 19.12.130(C) and spans the District's fiscal year.

II. Budgeted Capital Improvement Projects

The projects funded by the school impact fees are reported annually by the District to the City through the District's "Sources and Uses of Impact Fees" report. Please note, the District's annual budget period is September 1 through August 31 of the following year.

Table 1 below identifies the 2019-20 uses of school impact fees as reported by the District.

Table 1. 2019-20 Uses of School Impact Fees

Public Improvement Expenditure	Total
Discovery Portables	(\$29,885)
Total =	(\$29,885)

Table 2 below summarizes the 2019-20 School Impact Fee budget based on SIF revenues collected by the City and transferred to the District.

Table 2. Peninsula School District's 2019-20 School Impact Fee Fund Budget

Category	Amount
Beginning Balance	\$2,158,998
SIF Revenues*	\$422,315
Interest	\$27,150
Public Improvement Expenditures	(\$29,885)
Ending Balance =	\$2,578,578

*The City's 2019-20 SIFs collected do not match the District's reported revenues because the City's date of collection and the District date of receipt do not match due to date of transfer from the City to the District.

III. Summary of 2019-20 Development Activity

During the District's 2019-20 fiscal year the City collected fees from 113 single family residential units and 0 multi-family residential units. Appendix A (attached) identifies each SIF collected by the City in the reporting period and includes the applicant name, site address, the associated building permit number, and the amount collected.

Appendix A

2020 Annual School Impact Fee Report September 1- August 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	School Impact Fee Collected
Mainvue Homes	11785 Arrowhead Dr	BD-19-0105	SFR	\$3,667.00
D.R. Horton	4493 Copper Ct	BD-19-0109	SFR	\$3,667.00
Mainvue Homes	11827 Arrowhead Dr.	BD-19-0140	SFR	\$3,667.00
Mainvue Homes	11552 Arrowhead Dr	BD-19-0139	SFR	\$3,667.00
D.R. Horton	11754 Olympus Way	BD-19-0110	SFR	\$3,667.00
D.R. Horton	4484 Olympus Loop	BD-19-0134	SFR	\$3,667.00
D.R. Horton	4505 Olympus Loop	BD-19-0158	SFR	\$3,667.00
Mainvue Homes	11725 Arrowhead Dr.	BD-19-0178	SFR	\$3,667.00
Mainvue Homes	4505 Copper Ct.	BD-19-0158	SFR	\$3,667.00
Mainvue Homes	11605 Arrowhead Dr.	BD-19-0156	SFR	\$3,667.00
D.R. Horton	4496 Olympus Lp	BD-19-0157	SFR	\$3,667.00
D.R. Horton	11776 Olympus way	BD-19-0184	SFR	\$3,667.00
D.R. Horton	11785 Olympus Way	BD-19-0185	SFR	\$3,667.00
Mainvue Homes	11566 Arrowhead Dr	BD-19-0190	SFR	\$3,667.00
Hendrickson Construction	3616 Fox Ct.	BD-19-0231	SFR	\$3,667.00
Hendrickson Construction	3708 Fox Ct.	BD-19-0168	SFR	\$3,667.00
D.R. Horton	11797 Olympus Wat	BD-19-0208	SFR	\$3,667.00
D.R. Horton	4507 Olympus Lp	BD-19-0209	SFR	\$3,667.00
D.R. Horton	11788 Olympus Way	BD-19-0210	SFR	\$3,667.00
Mainvue Homes	11532 Arrowhead Dr.	BD-19-0232	SFR	\$3,667.00
Carl Halsan	2854 Soundview Ln	BD-19-0171	SFR	\$3,667.00
Brent Deide	9126 Harborview Dr.	BD-19-0251	SFR	\$3,667.00
Hunt Skansie Land LLC	4476 Fair Winds Ct	BD-19-0164	SFR	\$3,667.00
Hunt Skansie Land LLC	4475 Fair Winds Ct	BD-19-0163	SFR	\$3,667.00
Hunt Skansie Land LLC	4525 Fair Winds Ct.	BD-19-0166	SFR	\$3,667.00
Hunt Skansie Land LLC	4487 Fair Winds	BD-19-0165	SFR	\$3,667.00
D.R. Horton	4502 Olympus Lp	BD-19-0239	SFR	\$3,667.00
D.R. Horton	4512 Olympus Lp	BD-19-0238	SFR	\$3,667.00
D.R. Horton	11823 Olympus Way	BD-18-0347	SFR	\$3,667.00
Garrette Custom Homes	3620 Fox Ct.	BD-19-0256	SFR	\$3,667.00

Appendix A

2020 Annual School Impact Fee Report September 1- August 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	School Impact Fee Collected
Hunt Skansie	4464 Avalon Ct	BD-19-0268	SFR	\$3,667.00
Hunt Skansie	4447 Avalon Ct	BD-19-0263	SFR	\$3,667.00
Hunt Skansie	4459 Avalon Ct	BD-19-0265	SFR	\$3,667.00
Hunt Skansie	4522 Fair Winds Ct	BD-19-0270	SFR	\$3,667.00
Hunt Skansie	4452 Avalon Ct	BD-19-0266	SFR	\$3,667.00
Hunt Skansie	4488 Fair Winds Ct	BD-19-0269	SFR	\$3,667.00
Hunt Skansie	4448 Avalon Ct	BD-19-0264	SFR	\$3,667.00
Hunt Skansie	4461 Avalon Ct	BD-19-0267	SFR	\$3,667.00
Mainvue	11509 Lena Pl	BD-19-0186	SFR	\$3,667.00
DR Horton	4514 Olympus Loop	BD-19-0257	SFR	\$3,667.00
DR Horton	11794 Olympus Way	BD-19-0259	SFR	\$3,667.00
DR Horton	4504 Olympus Loop	BD-19-0258	SFR	\$3,667.00
Hendrickson Construction Co	3606 Fox Ct	BD-19-0271	SFR	\$3,667.00
DR Horton	11837 Olympus Way	BD-20-0002	SFR	\$3,667.00
DR Horton	11818 Olympus Way	BD-20-0004	SFR	\$3,667.00
DR Horton	11845 Olympus Way	BD-20-0033	SFR	\$3,667.00
DR Horton	4508 Olympus Way	BD-20-0036	SFR	\$3,667.00
DR Horton	4516 Olympus Loop	BD-20-0034	SFR	\$3,667.00
DR Horton	4506 Olympus Loop	BD-20-0003	SFR	\$3,667.00
DR Horton	11826 Olympus Way	BD-20-0037	SFR	\$3,667.00
Hunt Skansie	4442 Welcome Ct	BD-20-0055	SFR	\$3,667.00
Hunt Skansie	4512 Old Salt Loop	BD-20-0061	SFR	\$3,667.00
Hunt Skansie	4736 Old Salt Loop	BD-20-0063	SFR	\$3,667.00
Hunt Skansie	4466 Welcome Ct	BD-20-0058	SFR	\$3,667.00
Hunt Skansie	4449 Welcome Ct	BD-20-0054	SFR	\$3,667.00
Hunt Skansie	4624 Old Salt Loop	BD-20-0062	SFR	\$3,667.00
Hunt Skansie	4451 Welcome Ct	BD-20-0056	SFR	\$3,667.00
Hunt Skansie	4486 Old Salt Loop	BD-20-0059	SFR	\$3,667.00
Hunt Skansie	4498 Old Salt Loop	BD-20-0060	SFR	\$3,667.00
Hunt Skansie	4454 Welcome Ct	BD-20-0057	SFR	\$3,667.00

Appendix A

2020 Annual School Impact Fee Report September 1- August 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	School Impact Fee Collected
DR Horton	4518 Olympus Loop	BD-20-0048	SFR	\$3,667.00
DR Horton	11854 Olympus Way	BD-20-0071	SFR	\$3,667.00
DR Horton	4523 Olympus Loop	BD-20-0052	SFR	\$3,667.00
DR Horton	4566 Olympus Loop	BD-20-0067	SFR	\$3,667.00
DR Horton	11863 Olympus Way	BD-20-0050	SFR	\$3,667.00
DR Horton	11852 Olympus Way	BD-20-0051	SFR	\$3,667.00
DR Horton	4522 Olympus Loop	BD-20-0049	SFR	\$3,667.00
Devita SFR	3824 Harborview Dr	BD-20-0096	SFR	\$3,667.00
Hunt Skansie	4534 Fair Winds Ct	BD-20-0109	SFR	\$3,758.00
Hunt Skansie	4546 Fair Winds Ct	BD-20-0108	SFR	\$3,758.00
Rush Residential	7266 Sinclair Ave	BD-20-0126	SFR	\$3,758.00
Rush Residential	7254 Sinclair Ave	BD-20-0125	SFR	\$3,758.00
DR Horton	4524 Olympus Loop	BD-20-0069	SFR	\$3,667.00
DR Horton	4525 Olympus Loop	BD-20-0070	SFR	\$3,667.00
DR Horton	4524 Olympus Loop	BD-20-0069	SFR	\$91.00
DR Horton	4525 Olympus Loop	BD-20-0070	SFR	\$91.00
Hunt Skansie	4537 Fair Winds Ct	BD-20-0045	SFR	\$3,758.00
Hunt Skansie	4549 Fair Winds Ct	BD-20-0103	SFR	\$3,758.00
Hunt Skansie	4542 Vernon Ct	BD-20-0105	SFR	\$3,758.00
Hunt Skansie	4566 Vernon Ct	BD-20-0107	SFR	\$3,758.00
Hunt Skansie	4554 Vernon Ct	BD-20-0106	SFR	\$3,758.00
DR Horton	4527 Olympus Loop	BD-20-0097	SFR	\$3,758.00
DR Horton	4544 Olympus Loop	BD-20-0117	SFR	\$3,758.00
DR Horton	4548 Olympus Loop	BD-20-0100	SFR	\$3,758.00
DR Horton	4528 Olympus Loop	BD-20-0118	SFR	\$3,758.00
DR Horton	4561 Olympus Loop	BD-20-0122	SFR	\$3,758.00
DR Horton	4529 Olympus Loop	BD-20-0119	SFR	\$3,758.00
DR Horton	4564 Olympus Loop	BD-20-0068	SFR	\$3,758.00
DR Horton	4526 Olympus Loop	BD-20-0098	SFR	\$3,758.00
DR Horton	4533 Olympus Loop	BD-20-0124	SFR	\$3,758.00

Appendix A

2020 Annual School Impact Fee Report September 1- August 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	School Impact Fee Collected
DR Horton	4562 Olympus Loop	BD-20-0101	SFR	\$3,758.00
DR Horton	4546 Olympus Loop	BD-20-0099	SFR	\$3,758.00
Hunt Skansie	4558 Fair Winds Ct	BD-20-0104	SFR	\$3,758.00
Hunt Skansie	4436 Avalon Ct	BD-20-0175	SFR	\$3,758.00
Hunt Skansie	4425 Welcome Ct	BD-20-0176	SFR	\$3,758.00
Hunt Skansie	6531 Tradition Pl	BD-20-0102	SFR	\$3,758.00
Hunt Skansie	4437 Welcome Ct	BD-20-0172	SFR	\$3,758.00
Hunt Skansie	4438 Welcome Ct	BD-20-0173	SFR	\$3,758.00
Hunt Skansie	4432 Varsity Ct	BD-20-0171	SFR	\$3,758.00
Hunt Skansie	4424 Avalon Ct	BD-20-0179	SFR	\$3,758.00
Hunt Skansie	4435 Avalon Ct	BD-20-0174	SFR	\$3,758.00
Hunt Skansie	4423 Avalon Ct	BD-20-0178	SFR	\$3,758.00
Rush Residential	7213 Sinclair Ave	BD-20-0168	SFR	\$3,758.00
Hunt Skansie	4426 Welcome Ct	BD-20-0177	SFR	\$3,758.00
Rush Residential	7204 Sinclair Ave	BD-20-0167	SFR	\$3,758.00
DR Horton	4559 Olympus Loop	BD-20-0200	SFR	\$3,758.00
DR Horton	4542 Olympus Loop	BD-20-0199	SFR	\$3,758.00
DR Horton	4532 Olympus Loop	BD-20-0198	SFR	\$3,758.00
DR Horton	4537 Olympus Loop	BD-20-0197	SFR	\$3,758.00
DR Horton	4557 Olympus Loop	BD-20-0196	SFR	\$3,758.00
DR Horton	4558 Olympus Loop	BD-20-0195	SFR	\$3,758.00
DR Horton	4535 Olympus Loop	BD-20-0194	SFR	\$3,758.00
DR Horton	4556 Olympus Loop	BD-20-0193	SFR	\$3,758.00
Hunt Skansie	4414 Welcome Ct	BD-20-0202	SFR	\$3,758.00
Hunt Skansie	4412 Avalon Ct	BD-20-0203	SFR	\$3,758.00

Total = \$418,466.00



PUBLIC WORKS DEPARTMENT

2020 ANNUAL PARK IMPACT FEE REPORT

I. Introduction

In 1999, the City of Gig Harbor adopted Ordinance 828 that added Chapter 19.12 to the City's municipal code authorizing the collection of a Park Impact Fee (PIF). The purpose of the PIF is outlined in GHMC 19.12.010. Generally, the purpose includes developing and implementing a program to collect fees and construction capital improvement projects in accordance with the City's adopted comprehensive plan to provide adequate levels of service for the City's park facilities. Additionally, PIFs are codified to only be collected on dwelling units as part of residential developments and therefore not collected on commercial developments. This report is intended to fulfill the requirements of GHMC 19.12.130(C).

II. Budgeted Capital Improvement Projects

The projects funded by the PIF must be growth-related parks capital improvement projects on the City's adopted comprehensive plan for the respective year.

Table 1 below identifies the 2020 budgeted funding sources for each project and the actual expenses for each project.

Capital Improvement Project	Budgeted Funding Sources			Actual Expenses		
	PIF	Other	Total	PIF	Other	Total
Ancich Park Float System	\$160,000	\$240,000	\$400,000	\$0	\$0	\$0
Pump Track	\$50,000	\$250,000	\$300,000	\$0	\$0	\$0
Total =	\$210,000	\$490,000	\$700,000	\$0	\$0	\$0

Table 2 below summarizes the 2020 PIF fund budget.

Table 1. 2020 PIF Fund Budget

Category	Amount
Beginning Balance	\$474,349.15
PIF Project Expenses	\$0.00
PIF Revenues	\$106,500.00
Interest	\$3958.74
Ending Balance =	\$584,807.89

III. Summary of 2020 Development Activity

In 2020 the City collected fees from 67 residential developments. Appendix A (attached) identifies each PIF collected including the applicant name, site address, the associated building permit number, and the amount collected.

Appendix A

2020 Annual Park Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Park Impact Fee Collected
Hunt Skansie	4464 Avalon Ct	BD-19-0268	SFR	\$1,500.00
Hunt Skansie	4522 Fair Winds Ct	BD-19-02700	SFR	\$1,500.00
Hunt Skansie	4461 Avalon Ct	BD-19-0267	SFR	\$1,500.00
Hunt Skansie	4488 Fair Winds Ct	BD-19-0269	SFR	\$1,500.00
Hunt Skansie	4452 Avalon Ct	BD-19-0266	SFR	\$1,500.00
Hunt Skansie	4459 Avalon Ct	BD-19-0265	SFR	\$1,500.00
Hunt Skansie	4447 Avalon Ct	BD-19-0263	SFR	\$1,500.00
Hunt Skansie	4448 Avalon Ct	BD-19-0264	SFR	\$1,500.00
Hendrickson Construction Co	3606 Fox Ct	BD-19-0271	SFR	\$1,500.00
Hunt Skansie	4454 Welcome Ct	BD-20-0057	SFR	\$1,500.00
Hunt Skansie	4624 Old Salt Loop	BD-20-0062	SFR	\$1,500.00
Hunt Skansie	4736 Old Salt Loop	BD-20-0063	SFR	\$1,500.00
Hunt Skansie	4451 Welcome Ct	BD-20-0056	SFR	\$1,500.00
Hunt Skansie	4449 Welcome Ct	BD-20-0054	SFR	\$1,500.00
Hunt Skansie	4498 Old Salt Loop	BD-20-0060	SFR	\$1,500.00
Hunt Skansie	4442 Welcome Ct	BD-20-0055	SFR	\$1,500.00
Hunt Skansie	4486 Old Salt Loop	BD-20-0059	SFR	\$1,500.00
Hunt Skansie	4512 Old Salt Loop	BD-20-0061	SFR	\$1,500.00
Hunt Skansie	4466 Welcome Ct	BD-20-0058	SFR	\$1,500.00
Devita SFR	3824 Harborview Dr	BD-20-0096	SFR	\$1,500.00
Hunt Skansie	4546 Fair Winds Ct	BD-20-0108	SFR	\$1,500.00
Hunt Skansie	4534 Fair Winds Ct	BD-20-0109	SFR	\$1,500.00
Rush Residential	7254 Sinclair Ave	BD-20-0125	SFR	\$1,500.00
Rush Residential	7266 Sincalir Ave	BD-20-0126	SFR	\$1,500.00
Hunt Skansie	4537 Fair Winds Ct	BD-20-0045	SFR	\$1,500.00
Hunt Skansie	4542 Vernon Ct	BD-20-0105	SFR	\$1,500.00
Hunt Skansie	4549 Fair Winds Ct	BD-20-0103	SFR	\$1,500.00
Hunt Skansie	4554 Vernon Ct	BD-20-0106	SFR	\$1,500.00

Appendix A

2020 Annual Park Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Park Impact Fee Collected
Hunt Skansie	4566 Vernon Ct	BD-20-0107	SFR	\$1,500.00
Hunt Skansie	4558 Fair Winds Ct	BD-20-0104	SFR	\$1,500.00
Hunt Skansie	4435 Welcome Ct	BD-20-0176	SFR	\$1,500.00
Rush Residential	7204 Sincalir Ave	BD-20-0167	SFR	\$1,500.00
Hunt Skansie	4436 Avalon Ct	BD-20-0175	SFR	\$1,500.00
Rush Residential	7213 Sincalir Ave	BD-20-0168	SFR	\$1,500.00
Hunt Skansie	4435 Avalon Ct	BD-20-0174	SFR	\$1,500.00
Hunt Skansie	6531 Tradition Pl	BD-20-0102	SFR	\$1,500.00
Hunt Skansie	4432 Varsity CT	BD-20-0171	SFR	\$1,500.00
Hunt Skansie	4423 Avalon Ct	BD-20-0178	SFR	\$1,500.00
Hunt Skansie	4437 Welcome Ct	BD-20-0172	SFR	\$1,500.00
Hunt Skansie	4424 Avalon Ct	BD-20-0179	SFR	\$1,500.00
Hunt Skansie	4426 Welcome Ct	BD-20-0177	SFR	\$1,500.00
Hunt Skansie	4438 Welcome Ct	BD-20-0173	SFR	\$1,500.00
Hunt Skansie	4414 Welcome Ct	BD-20-0202	SFR	\$1,500.00
Hunt Skansie	4412 Avalon Ct	BD-20-0203	SFR	\$1,500.00
Hunt Skansie	5064 Old Salt Loop	BD-20-0236	SFR	\$1,500.00
Hunt Skansie	4848 Old Salt Loop	BD-20-0238	SFR	\$1,500.00
Hunt Skansie	5176 Old Salt Loop	BD-20-0235	SFR	\$1,500.00
Rush Residential	7263 Sanford Pl	BD-20-0254	SFR	\$1,500.00
Pioneer Properties	7481 Pioneer Way	BD-20-0190	SFR	\$1,500.00
Pioneer Properties	7461 Pioneer Way	BD-20-0189	SFR	\$3,000.00
Pioneer Properties	7421 Pioneer Way	BD-20-0187	SFR	\$3,000.00
Pioneer Properties	7441 Pioneer Way	BD-20-0188	SFR	\$3,000.00
RUSH	7216 Sinclair	BD-20-0275	SFR	\$1,500.00
RUSH	7316 Sinclair	BD-20-0277	SFR	\$1,500.00
RUSH	7238 Sinclair	BD-20-0276	SFR	\$1,500.00
DR Horton	4541 Vernon Ct	BD-20-0233	SFR	\$1,500.00

Appendix A

2020 Annual Park Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Park Impact Fee Collected
DR Horton	4565 Vernon Ct	BD-20-0239	SFR	\$1,500.00
DR Horton	4553 Vernon Ct	BD-20-0234	SFR	\$1,500.00
Richmond American	9906 Alpenglow Way	BD-20-0255	SFR	\$1,500.00
Richmond American	9906 Alpenglow Way	BD-20-0255	SFR	\$1,500.00
DR Horton	4585 Vernon Ct	BD-20-0242	SFR	\$1,500.00
DR Horton	4582 Vernon Ct	BD-20-0243	SFR	\$1,500.00
DR Horton	4428 Varsity Ct	BD-20-0294	SFR	\$1,500.00
DR Horton	4427 Varsity Ct	BD-20-0292	SFR	\$1,500.00
DR Horton	4439 Varsity Ct	BD-20-0296	SFR	\$1,500.00
Richmond American	4878 Stardust Ct	BD-20-0288	SFR	\$1,500.00
Richmond American	4866 Stardust Ct	BD-20-0289	SFR	\$1,500.00
Richmond American	4854 Stardust Ct	BD-20-0290	SFR	\$1,500.00

Total = \$106,500.00



PUBLIC WORKS DEPARTMENT

2020 ANNUAL TRANSPORTATION IMPACT FEE REPORT

I. Introduction

In 1999, the City of Gig Harbor adopted Ordinance 828 that added Chapter 19.12 to the City's municipal code authorizing the collection of a Transportation Impact Fee (TIF). The purpose of the TIF is outlined in GHMC 19.12.010. Generally, the purpose includes developing and implementing a program to collect fees and construction capital improvement projects in accordance with the City's adopted comprehensive plan to provide adequate levels of service for the City's transportation facilities. This report is intended to fulfill the requirements of GHMC 19.12.130(C).

II. Budgeted Capital Improvement Projects

The projects funded by the TIF must be growth-related transportation capital improvement projects on the City's adopted comprehensive plan for the respective year. The 2020 TIF report that accompanied the 2020 TIF increase identifies the percent each project is growth-related.

Table 1 below identifies the 2020 budgeted funding sources for each project and the actual expenses for each project.

Table 1. 2020 TIF Project Funding Sources

Capital Improvement Project	Budgeted Funding Sources			Actual Expenses		
	TIF	Other	Total	TIF	Other	Total
Stinson/Harborview Intersect.	\$415,000	\$915,000	\$1,330,000	\$265,600	\$0	\$265,600
Stinson/Rosedale Roundabout	\$750,000	\$0	\$750,000	\$0	\$0	\$0
Stinson Ave Pavement Overlay	\$235,000	\$515,000	\$750,000	\$152,500	\$0	\$152,500
Total =	\$1,400,000	\$1,430,000	\$2,830,000	\$418,100	\$0	\$418,100

Table 2 below summarizes the 2020 TIF budget.

Table 2. 2020 TIF Fund Budget

Category	Amount
Beginning Balance	\$2,661,054.32
TIF Project Expenses	(\$418,100.00)
TIF Revenues	\$1,593,844.26
Interest	\$22,208.18
Ending Balance =	\$3,859,006.76

III. Summary of 2020 Development Activity

The City collected transportation fees from approximately 116 single-family residences, 0 multi-family residences, and 5 commercial developments in 2020. Appendix A (attached) identifies each TIF collected including the applicant name, site address, the associated building permit number, type of permit, and the amount collected.

Appendix A

2020 Annual Transportation Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Transportation Impact Fee Collected
Hunt Skansie Land LLC	4452 Avalon Ct	BD-19-0266	SFR	\$5,020.00
Hunt Skansie Land LLC	4522 Fair Winds	BD-19-0270	SFR	\$5,020.00
Hunt Skansie Land LLC	4464 Avalon Ct	BD-19-0268	SFR	\$5,020.00
Hunt Skansie Land LLC	4448 Avalon Ct	BD-19-0264	SFR	\$5,020.00
Hunt Skansie Land LLC	4447 Avalon Ct	BD-19-0263	SFR	\$5,020.00
Hunt Skansie Land LLC	4488 Fair Winds Ct	BD-19-0264	SFR	\$5,020.00
Hunt Skansie Land LLC	4459 Avalon Ct	BD-19-0265	SFR	\$5,020.00
Hunt Skansie Land LLC	4461 Avalon Ct	BD-19-0267	SFR	\$5,020.00
Mainvue	11509 Lena PL	BD-19-0186	SFR	\$5,020.00
DR Horton	4504 Olympus Loop	BD-19-0258	SFR	\$5,020.00
DR Horton	11794 Olympus Loop	BD-19-0259	SFR	\$5,020.00
DR Horton	4514 Olympus Loop	BD-19-0257	SFR	\$5,020.00
Hendrickson Construction Company	3606 Fox Ct	BD-19-0271	SFR	\$5,020.00
Latitude 47	9672 Bujacich Rd	BD-19-0223	COMM	\$153,114.00
Latitude 47	9656 Bujacich Rd	BD-19-0224	COMM	\$153,114.00
DR Horton	11837 Olympus Way	BD-20-0002	SFR	\$5,020.00
DR Horton	11818 Olympus Way	BD-20-0004	SFR	\$5,020.00
Peninsula School District	3824 Harborview Dr	BD-20-0096	COMM	\$167,343.00
DR Horton	4508 Olympus Loop	BD-20-0036	SFR	\$5,020.00
DR Horton	11845 Olympus Way	BD-20-0033	SFR	\$5,020.00
DR Horton	4506 Olympus Loop	BD-20-0003	SFR	\$5,020.00
DR Horton	4516 Olympus Loop	BD-20-0034	SFR	\$5,020.00
DR Horton	11826 Olympus Way	BD-20-0037	SFR	\$5,020.00
Hunt Skansie Land LLC	4512 Old Salt Loop	BD-20-0061	SFR	\$5,020.00
Hunt Skansie Land LLC	4466 Welcome Ct	BD-20-0058	SFR	\$5,020.00
Hunt Skansie Land LLC	4498 Old Salt Loop	BD-20-0060	SFR	\$5,020.00
Hunt Skansie Land LLC	4442 Welcome Ct	BD-20-0055	SFR	\$5,020.00
Hunt Skansie Land LLC	4486 Old Salt Loop	BD-20-0059	SFR	\$5,020.00

Appendix A

2020 Annual Transportation Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Transportation Impact Fee Collected
Hunt Skansie Land LLC	4449 Welcome Ct	BD-20-0054	SFR	\$5,020.00
Hunt Skansie Land LLC	4451 Welcome Ct	BD-20-0057	SFR	\$5,020.00
Hunt Skansie Land LLC	4624 Old Salt Loop	BD-20-0062	SFR	\$5,020.00
Hunt Skansie Land LLC	4736 Old Salt Loop	BD-20-0063	SFR	\$5,020.00
Hunt Skansie Land LLC	4454 Welcome Ct	BD-20-0057	SFR	\$5,020.00
DR Horton	4518 Olympus Loop	BD-20-0048	SFR	\$5,020.00
DR Horton	4566 Olympus Loop	BD-20-0067	SFR	\$5,020.00
DR Horton	4522 Olympus Loop	BD-20-0049	SFR	\$5,020.00
DR Horton	11863 Olympus Way	BD-20-0050	SFR	\$5,020.00
DR Horton	4523 Olympus Loop	BD-20-0052	SFR	\$5,020.00
DR Horton	11854 Olympus Way	BD-20-0071	SFR	\$5,020.00
DR Horton	11852 Olympus Way	BD-20-0051	SFR	\$5,020.00
David Freeman	3824 Harborview Dr	BD-20-0096	SFR	\$5,020.00
Peninsula School District	10811 Harbor Hill Drive	BD-20-0219	COMM	\$476,674.00
Hunt Skansie Land LLC	4534 Fair Winds	BD-20-0109	SFR	\$5,020.00
Hunt Skansie Land LLC	4546 Fair Winds	BD-20-0108	SFR	\$5,020.00
Rush Residential	7266 Sinclair Ave	BD-20-0126	SFR	\$5,020.00
Rush Residential	7254 Sinclair Ave	BD-20-0125	SFR	\$5,020.00
DR Horton	4525 Olympus Loop	BD-20-0070	SFR	\$5,020.00
DR Horton	4524 Olympus Loop	BD-20-0069	SFR	\$5,020.00
Hunt Skansie Land LLC	4537 Fair Winds Ct	BD-20-0045	SFR	\$5,020.00
Hunt Skansie Land LLC	4549 Fair Winds CT	BD-20-0103	SFR	\$5,020.00
Hunt Skansie Land LLC	4542 Vernon Ct	BD-20-0199	SFR	\$5,020.00
Hunt Skansie Land LLC	4566 Vernon Ct	BD-20-0107	SFR	\$5,020.00
Hunt Skansie Land LLC	4554 Vernon Ct	BD-20-0106	SFR	\$5,020.00
Hunt Skansie Land LLC	4526 Olympus Loop	BD-20-0098	SFR	\$5,020.00
Hunt Skansie Land LLC	4529 Olympus Loop	BD-20-0119	SFR	\$5,020.00
Hunt Skansie Land LLC	4527 Olympus Loop	BD-20-0097	SFR	\$5,020.00

Appendix A

2020 Annual Transportation Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Transportation Impact Fee Collected
Hunt Skansie Land LLC	4561 Olympus Loop	BD-20-0122	SFR	\$5,020.00
Hunt Skansie Land LLC	4533 Olympus Loop	BD-20-0124	SFR	\$5,020.00
Hunt Skansie Land LLC	4548 Olympus Loop	BD-20-0100	SFR	\$5,020.00
Hunt Skansie Land LLC	4564 Olympus Loop	BD-20-0068	SFR	\$5,020.00
Hunt Skansie Land LLC	4546 Olympus Loop	BD-20-0099	SFR	\$5,020.00
Hunt Skansie Land LLC	4528 Olympus Loop	BD-20-0118	SFR	\$5,020.00
Hunt Skansie Land LLC	4544 Olympus Loop	BD-20-0117	SFR	\$5,020.00
Hunt Skansie Land LLC	4562 Olympus Loop	BD-20-0101	SFR	\$5,020.00
Hunt Skansie Land LLC	4558 Fair Winds	BD-20-0104	SFR	\$5,020.00
Hunt Skansie Land LLC	4438 Welcome Ct	BD-20-0173	SFR	\$5,020.00
Hunt Skansie Land LLC	4424 Avalon Ct	BD-20-0179	SFR	\$5,020.00
Rush Residential	7204 Sinclair Ave	BD-20-0167	SFR	\$5,020.00
Hunt Skansie Land LLC	4426 Welcome CT	BD-20-0177	SFR	\$5,020.00
Hunt Skansie Land LLC	4425 Welcome Ct	BD-20-0176	SFR	\$5,020.00
Hunt Skansie Land LLC	4423 Avalon Ct	BD-20-0178	SFR	\$5,020.00
Hunt Skansie Land LLC	6531 Tradition PL	BD-20-0102	SFR	\$5,020.00
Hunt Skansie Land LLC	4436 Avalon Ct	BD-20-0175	SFR	\$5,020.00
Hunt Skansie Land LLC	4437 Welcome Ct	BD-20-0172	SFR	\$5,020.00
Rush Residential	7213 Sinclair Ave	BD-20-0168	SFR	\$5,020.00
Hunt Skansie Land LLC	4432 Varsity Ct	BD-20-0171	SFR	\$5,020.00
Hunt Skansie Land LLC	4435 Avalon Ct	BD-20-0174	SFR	\$5,020.00
Haven of Rest	8503 SR 16	EN-19-0069	COMM	\$50,710.00
DR Horton	4559 Olympus Loop	BD-20-0200	SFR	\$5,020.00
DR Horton	4542 Olympus Lopp	BD-20-0199	SFR	\$5,020.00
DR Horton	4532 Olympus Loop	BD-20-0198	SFR	\$5,020.00
DR Horton	4537 Olympus Loop	BD-20-0197	SFR	\$5,020.00
DR Horton	4557 Olympus Loop	BD-20-0196	SFR	\$5,020.00
DR Horton	4558 Olympus Loop	BD-20-0195	SFR	\$5,020.00

Appendix A

2020 Annual Transportation Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Transportation Impact Fee Collected
DR Horton	4535 Olympus Loop	BD-20-0194	SFR	\$5,020.00
DR Horton	4534 Olympus Loop	BD-20-0193	SFR	\$5,020.00
DR Horton	4556 Olympus Loop	BD-20-0192	SFR	\$5,020.00
Hunt Skansie Land LLC	4414 Welcome Ct	BD-20-0202	SFR	\$5,020.00
Hunt Skansie Land LLC	4412 Avalon Ct	BD-20-0203	SFR	\$5,020.00
DR Horton	4539 Olympus Loop	BD-20-0227	SFR	\$5,020.00
DR Horton	4543 Olympus Loop	BD-20-0228	SFR	\$5,020.00
DR Horton	11707 Olympus Way	BD-20-0222	SFR	\$5,020.00
DR Horton	4536 Olympus Loop	BD-20-0226	SFR	\$5,020.00
DR Horton	4554 Olympus Loop	BD-20-0223	SFR	\$5,020.00
DR Horton	4555 Olympus Loop	BD-20-0229	SFR	\$5,020.00
DR Horton	4538 Olympus Loop	BD-20-0224	SFR	\$5,020.00
DR Horton	4552 Olympus Loop	BD-20-0225	SFR	\$5,020.00
Hunt Skansie Land LLC	4848 Old Salt Loop	BD-20-0238	SFR	\$5,020.00
Hunt Skansie Land LLC	5176 Old Salt Loop	BD-20-0143	SFR	\$5,020.00
Hunt Skansie Land LLC	5064 Old Salt Loop	BD-20-0236	SFR	\$5,020.00
Rush Residential	7263 Sanford PL	BD-20-0254	SFR	\$5,020.00
Pioneer Properties	7481 Pioneer Way	BD-20-0190	SFR	\$5,020.00
Pioneer Properties	7421 Pioneer Wat	BD-20-0187	SFR	\$10,040.00
Pioneer Properties	7441 Pioneer Way	BD-20-0188	SFR	\$10,040.00
Pioneer Properties	7461 Pioneer Way	Bd-20-0189	SFR	\$10,040.00
Rush Residential	7238 Sinclair	BD-20-0276	SFR	\$5,020.00
Rush Residential	7216 Sinclair	BD-20-0275	SFR	\$5,020.00
Rush Residential	7316 Sinclair	BD-20-0277	SFR	\$5,020.00
DR Horton	4553 Vernon Ct	BD-20-0234	SFR	\$5,020.00
DR Horton	4565 Vernon Ct	BD-20-0239	SFR	\$5,020.00
DR Horton	4541 Vernon Ct	BD-20-0233	SFR	\$5,020.00
Richmond America	9660 Alpenglow	BD-20-0255	SFR	\$5,020.00

Appendix A

2020 Annual Transportation Impact Fee Report January 1- December 31

Applicant Name	Site Address	Building Permit Number	Type of Permit	Transportation Impact Fee Collected
DR Horton	4585 Vernon Ct	BD-20-0242	SFR	\$5,020.00
DR Horton	4582 Vernon Ct	BD-20-0243	SFR	\$5,020.00
Hunt Skansie Land LLC	4427 Varsity Ct	BD-20-0292	SFR	\$5,020.00
Hunt Skansie Land LLC	4439 Varsity Ct	BD-20-0296	SFR	\$5,020.00
Hunt Skansie Land LLC	4428 Varsity Ct	BD-20-0294	SFR	\$5,020.00
RFM Architects	7701 Skansie Ave	BD-20-0263	SFR	\$529.26
Richmond America	4866 Stardust Ct	BD-20-0289	SFR	\$5,020.00
Richmond America	4854 Stardust Ct	BD-20-0290	SFR	\$5,020.00
Richmond America	4878 Stardust Ct	BD-20-0288	SFR	\$5,020.00

Total = \$1,593,844.26



DRB Minutes
City of Gig Harbor Design Review Board
Virtual Meeting of May 13, 2021 at 5:00 pm

- I. **Call to Order:** 5:00PM May 13th, 2021
- II. **Roll call:** Brett Marlo-Desantis, Jon Ashlock, Darrin Filand, Linda Pitcher, Marlene Druker and Nels Peterson
Associate Planner, Kimberly Mahoney & Planning Technician, Michelle Thomas
- III. **Approval of Minutes:** March 25, 2021, April 8, 2021 & April 22, 2021
Motion Ashlock/Filand All in favor minutes approved as written 
- IV. **Agenda Items for Formal Review**
 - a. Announcement of Application
 - b. Open Public Meeting Announcement
 - c. Appearance of Fairness Issues
 - d. Staff Report
 - e. Applicant Introduction and Presentation
 - f. Public Comment (See Assistance Memo)
 - g. Discussion and Voting
1. **Low Impact Ventures, 4810 Point Fosdick Dr. PMB 60, Gig Harbor, WA 98335: Pioneer Way Mixed Use Development:** (PL-SPR-19-0006, PL-DR-19-0048, PL-ALP-19-0004, and PL-SEPA-19-0008) The project proposal consists of two mixed use, low impact development buildings on a site consisting of two vacant parcels with a total combined area of .43 acres. Building A includes 1,391 square feet of ground floor commercial area and a two-bedroom apartment on the second floor. Building B includes 1,538 square feet of ground floor commercial and a two-bedroom apartment on the second floor. Proposed uses for both buildings include professional office on the ground floor with a residential use above the ground floor. The site is accessed directly from Pioneer Way. The proposal provides for all required landscaping, parking, stormwater and utility infrastructure. The applicant is seeking a recommendation from the Design Review Board (DRB) related to specific requirements of Article III: Site Design and Article IV: Architecture. The site is located at 7516 and 7526 Pioneer Way, on the west side of Pioneer Way, approximately 400 feet north of the intersection with Edwards Dr and approximately 190 feet south of the intersection of Uddenberg Ln. Sec 08, Tw 21, R 02, QTR 24., parcel no's 0221082049 and 0221082095. 
Staff Presentation: Kimberley Mahoney project overview, history and Staff recommendations
Applicant Presentation: Jeanne Ratcliffe-Gagliano Architect, Brandon Swan
Public Comment: None given
DRB Discussion: Comment from Ashlock, Pitcher, Filand, Peterson, Druker

& Pitcher

Motions:

[GHMC 17.99.380D](#) - Mass & Scale design is found to be superior to that required in the design manual in GHMC 17.99.380D. Motion: Filand/Marlo-Desantis, all in favor motion passes unanimously

[GHMC 17.99.240C](#) - The project in its totality although it exceeds the percentages of cut versus fill maintains the entirety of the existing topography as it faces Pioneer and downward slope towards the DB zone. It is an exceptional project in regards to maintaining Natural topography in the development. Motion: Filand/Druker, all in favor motion passes unanimously

[GHMC 17.99.200](#) – Alternative zone transition standards in relation to A thru M design represents an equivalent solution. Motion Druker/Pitcher, all in favor motion passes unanimously

[GHMC 17.99.260D](#)- To satisfy section 17.99.260D Primary Walkway Standards the Applicant consider using the parking orientation that was originally presented in 2020 the perpendicular arrangement to the driveway in combination with the modification to the sidewalk which was presented in 2020 to be more akin to the sidewalk that is showing in 2021 proposal so as to achieve some landscaping between the pedestrian primary walk way and the parking stalls. Motion Filand/Druker, all in favor motion passes unanimously

[GHMC 17.99.330F](#) -In regard to 17.99.330F Parking Lot Standards the Applicant's design places the majority of the parking behind the building which is the intent of the design manual. With this new proposal as made a motion for primary walkways if we see two parking stalls up front be it minimal numbers, the intent is to get some landscaping between those parking spaces and the primary pedestrian walkway that in totality the design as proposed meets the intent and is equivalent to the standards of 17.99.330F. Motion: Filand/Druker, all in favor motion passes unanimously

[GHMC 17.99.400A](#) – Design in response to 17.99.400A Prominent Facades meets the intended and is equivalent and actually superior to the intent of the design section as all facades those prominent and facing upland have ample facade rations and meet solid void ratios an modulation, there are no blank walls in this design from any angle. Motion Filand/Marlo-Desantis, all in favor motion passes unanimously

[GHMC 17.99.530](#) – Design as presented is to be superior to the strict standards of 17.99.530 Window Design – Historic District. Motion Druker/Pitcher, all in favor motion passes unanimously

2. **Paul Conan, 9004 Franklin Ave, Gig Harbor, WA 98332: Burnham Drive Apartments:** (PL-SPR-17-0003, PL-CUP-17-0001, PL-DR-17-0184 and PL-SEPA-17-0013). The proposal includes a 78-unit apartment complex with a community building, parking, and utility extensions on an irregularly shaped parcel of 4.45 acres. The development will include five 3-story multi-family residential buildings, a 2-story carriage unit building with garages on the first level and apartment units on the second, and a single-story community building with leasing offices. The site is located in the City's B-2 Zoning District (General Business) and the MUD Overlay (Mixed Use District). Multiple-family Dwellings are a conditional use in this zone and therefore require a conditional use approval. The site is generally hilly and a ravine with associated steep slopes exists near the eastern property line. This ravine area is to be left in a natural state. The site is located at 9411 Burnham Dr, on the east side of Burnham drive approximately 600 feet north of the intersection with Harborview Dr. Sec 06, Tw 21, R 02, Q 12., parcel no.



0221061028

Staff Presentation: Kimberley Mahoney project overview and public comment provided by Jeff Job prior to end of comment period

Applicant Presentation: Stephen Bridgeford- Senior Planner with Contour Engineering, Property Owner - Paul Conan, Landscape Architect - Kathy Owens, Project Engineer - Jeremy Haug & Project General Contractor - Jeff Reed

Public Comment: Jacqueline Kelly – Burnham Drive Resident

DRB Discussion: Druker, Filand, Pitcher & Staff discussion on what part of the project DRB is reviewing

Motion: Applicant's proposed design for natural site condition for GHMC 17.99.240 C & 17.99.370A exceeds and meets the intent of the manual.

Motion: Peterson/no 2nd. Additional information requested by board

Will continue to June 10th with applicant to provide additional information for review.

Upcoming Meetings May 27, 2021 Mallards Landing Lot 7

V. Adjourn Motion Ashlock/Druker all in favor meeting adjourned at 8:19



City of Gig Harbor Finance and Safety Committee Minutes

Council Committee Abersold, Rodenberg, Woock

**May 17, 2021 – 4:00 p.m.
Online Meeting**

Call to Order: 4:00 p.m.

Roll Call:

Present: Council Members Abersold, Rodenberg, and Woock, Robert Larson City Administrator, Katrina Knutson Community Development Director, Kelly Busey Police Chief, Paul Rice Building Official, Fire Marshal, Josh Stecker Assistant City Clerk, and Michael Williams Finance Technician.

New Business:

1. **Fireworks Ordinance Violation Penalties** Mr. Busey presented a proposed change to the Fireworks Ordinance Violation Penalties. The current penalty is \$1,000. Two changes were present: 1.) A change to \$100 with the Municipal Court able to substitute community service, 2.) A penalty of \$100 during the WA State allowable fireworks time of June 28th – July 5th and a penalty of \$1,000 if it is outside that time. Discussion of the fine amount followed, publicity of the fine amount, and about enforcement and discretionary enforcement. The Committee will recommend to the Council to leave the fine as is in the current Ordinance.
2. **Updates to the Fee Schedule** Mr. Stecker presented the Resolution to update the City Fee Schedule. The main changes were the addition of fees for the time of redactions required for Police Body Camera or Dash Camera video requests, and a change to Fingerprinting Cards. A Small Wireless Facility Permit was added also. Discussion followed including asking about the last time all the fees were reviewed and that the charges are reflected of the actual cost. Mr. Larson recommended a consultant be contracted with due to the large amount of data that would be required, and the contacting of various jurisdictions involved with permitting. The possibility of reviewing all fees in 2022 would be approached through the budget process. The Committee will recommend to Council to approve the changes in the proposed resolution.

3. Bicycle Speed on Cushman Trail Mr. Rodenberg brought up the concern voiced by a citizen about the speed of bicyclist on the Cushman Trail. Discussion followed about it being a safety issue with the number of dogs and the possibility of a dog bike entanglement. Discussion followed on a speed limit. Mr. Busey commented there is no ordinance at this time to enforce. The placement of signs reminding users of the path about etiquette of sharing the path was discussed. It was suggested that this concern would fall under the Parks Commission duties. It was recommended that this concern would be passed on to the Parks Commission for further follow up.

Adjourn: 4:28 p.m.

Next Meeting Date: June 21, 2021

MINUTES
GIG HARBOR PARKS COMMISSION
Wednesday, May 5, 2021 – 5:30 p.m.
Virtual Meeting

CALL TO ORDER / ROLL CALL

Via Zoom webinar:

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

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

APPROVAL OF MINUTES

Approval of April 7, 2021 Parks Commission Meeting Minutes

MOTION: Move to approve the April 7, 2021 Parks Commission Minutes, with the correction to the spelling of Marlene Druker's last name.

OLD BUSINESS

1. **Inventory of Parks Facilities Discussion (Update for 2022 PROS Plan) -**
Commissioner Tieman shared the survey inventory answers. This program was created to collect park inventory data to be used for the upcoming PROS Plan update. Staff will be soliciting Consultant Roster for Scope and Fee proposals to hire a consultant to lead the PROS Plan update process. Maintenance comments collected will be forwarded to Public Works Operations. As a next step, Public Works Director Langhelm asked the Commission to review the Goals & Policies and Level of Service Standards in the current plan and return suggested edit/updates to staff by Monday, May 24th.

2. **Creating an Adopt-A-Park Program –** Draft Adopt-A-Park program documents were reviewed and discussed.

MOTION: Move to approve Parks Commission Resolution 2021-02, with suggested edits to make wording match across all documents, for presentation to City Council.

Barber / Coronado - Motion passed unanimously

Commissioner Barber offered to attend the June 14, 2021 City Council meeting on behalf of the Parks Commission.

3. **Ancich Human-Powered Boat Storage –** Possible storage rental terms were discussed including ideas for initial offering, type of crafts allowed, rental terms, rent amounts, surcharges, locks and locker options. The consensus of the Commission was to have two different rental time periods, January – June, July – December. This

would help streamline the payment and rental process.

The item will be on the Public Works Committee agenda on May 11, 2021.

Public Comment: Marjorie VanNuis, 7638 53rd Place, Gig Harbor, submitted written comments on this agenda item. My husband and I are seniors (late 60s) and have always enjoyed kayaking. Unfortunately as we've aged, our opportunities to hoist our kayaks to our car and then walk them to the water are diminishing.

We both have various progressive forms of arthritis; mine is in my neck and hip and my husband's clavicles and knee are shot. We have special paddles built for arthritic kayakers. We love the fresh air and exercise we get when paddling.

We are hoping when the public storage "mechanics" are discussed that there will be an opportunity for Gig Harbor's seniors - who still enjoy kayaking our beautiful harbor - to be considered for priority storage. We have two small, short kayaks; we're embarrassed we can't lift them like we did even five years ago.

Please let me know when public input will be opened to discuss public storage. I am signed-up for "alerts" from the City re: this issue.

NEW BUSINESS

1. Election of Officers – Chair/Vice Chair

MOTION: Move to nominate Ben Coronado as Parks Commission Chair

Barber / Tieman - Motion passed unanimously

MOTION: Move to nominate Mary Barber as Parks Commission Vice-Chair

Coronado / Tieman - Motion passed unanimously

PARKS UPDATE REPORT – Public Works Director Langhelm provided general park update information and answered questions. Commissioner Hicks mentioned the increased amount of classes being held in parks and asked how the Special Event permit process applies.

COMMITTEE REPORTS

Commissioner Henderson asked if the request from the Leafline Trails Coalition for the City to provide a signature of support to Washington's Congressional delegation to prioritize trails in infrastructure spending was signed. Public Works Director Langhelm did not believe that the request had been forwarded.

PUBLIC COMMENT

Edward Peterson presented his Eagle Scout proposal to the Commission to provide six flagpoles and flags for the branches of armed forces at Veteran Memorial Park. The Commission and staff provided feedback including that there may be some permitting

required. Commission Chair Coronado and Council Member Abersold offered to work with Edward and his parents to guide the project along the process of review and approval.

ADJOURN

MOTION: Move to adjourn at 8:06 p.m.

Barber / Coronado - Motion passed unanimously



June 7, 2021

Sheena Denney
12590 Yellow Brick Road SE
Olalla, WA 98359

Subject: Bench Donation

Dear Sheena,

The City of Gig Harbor would like to thank you for the generous donation of a park bench. The bench was thoughtfully placed in Wilkinson Farm Park up the hill from the pond. This will provide a wonderful opportunity for visitors in the area to rest, enjoy the park and view Gig Harbor's beauty.

Your donation is a great reminder of the generosity and pride that our citizens have in improving this community for generations to come.

Sincerely,

Kit Kuhn
Mayor

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Juneteenth is the oldest known celebration commemorating the end of slavery in the United States; and

WHEREAS, since its origin in 1865 in Galveston, Texas, the observance of June 19 (Juneteenth) as the African American Emancipation Day has spread across the United States and beyond; and

WHEREAS, Juneteenth reminds us of the horrors of our country's past, commemorates African American freedom, acknowledges the resilience and determination that African Americans have shown, and pays homage to those who have paved the road to freedom in America; and

WHEREAS, Juneteenth is a day to recognize the contributions that African Americans have made to our state and country, is a chance to reflect on the progress that must continue to ensure that all have equal access and opportunity to participate fully in our society, is marked with celebrations, picnics, and family gatherings, and is a time for reflection and rejoicing, assessment, self-improvement and planning for the future; and

WHEREAS, in cities across our nation, people of all races, nationalities and religions are joining hands to acknowledge a period in our history that shaped and continues to influence our society today;

NOW, THEREFORE, I, Kit Kuhn, Mayor of the City of Gig Harbor, do hereby proclaim June 19, 2021, as

Juneteenth

in the City of Gig Harbor, and I encourage all residents to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of June, 2021.

Kit Kuhn, Mayor

Date



Business of the City Council City of Gig Harbor, WA

Subject: Pierce County Range Agreement

Proposed Council Action: Approve and authorize the Mayor to execute the Pierce County Firearms Training Facility Agreement.

Dept. Origin: Police Department

Prepared by: Kelly Busey

For Agenda of: June 14, 2021

Exhibit: Pierce County Firearms Training Facility Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

KK 6-8-21

RL 06/07/2021

Via email

of

KBb

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

The Gig Harbor Police Department maintains a Specialized Services Contract with the Pierce County Sheriff's Department for services such as SWAT, Forensics, Bomb Disposal, etc. As a partnering agency, Pierce County has offered two days use of their firearms training facility at no cost. This time will be utilized as part of the police department recurring weapons qualification as well as additional firearms training. The attached agreement contains indemnification language that requires council approval. The indemnification has been approved by the City Attorney and Risk Management Pool.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

CONSENT AGENDA: Approve and authorize the Mayor to execute the Pierce County Firearms Training Facility Agreement

**PIERCE COUNTY
FIREARMS TRAINING FACILITY
AGREEMENT**

This Agreement ("Agreement") is made and entered into by and between Pierce County, a political subdivision of the State of Washington ("County"), and the City of Gig Harbor ("Agency") as follows:

WHEREAS the Pierce County Sheriff's Department (PCSD) operates a Firearms Training Facility located in unincorporated Pierce County at 29311 8th Avenue South, Roy, WA 98580 (the "Facility"); and

WHEREAS Agency desires to utilize the Facility to provide firearms training to Agency's members; and

WHEREAS PCSD is willing to make the Facility available to Agency for the purpose of providing training to Agency's members subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Agency as follows:

1. Consideration. Agency agrees to pay PCSD Facility use fees as follows: (i) \$290.00 for up to 4 hours of range use and (ii) \$500.00 for range use in excess of 4 hours, (iii) \$150.00 for up to 4 hours classroom use, and \$200.00 for classroom use in excess of 4 hours (the "Facility Fees"). Agency understands and agrees that PCSD may, in its sole discretion, modify or increase the Facility Fees annually, effective January 1 of each year. PCSD will provide Agency 30 days notice of the new rate before the rate is applied.

a. Notwithstanding the foregoing, in the event Agency maintains a PCSD Major Crimes Specialized Services contract, for each full year said contract is in effect PCSD will provide Agency two 8 hour days of Facility range use with no Facility Fee charge (each a "Complimentary Range Day"), provided however that Complimentary Range Days shall accrue on the anniversary date of Agency's PCSD Major Crimes Specialized Services contract, must be used by Agency within one

year from the date of accrual; and all accrued unused Complimentary Range Days shall lapse.

2. Payment. Agency shall make payment to PCSD within 30 days of billing. Billings will include the dates and times the Facility was used. Payments shall be mailed to:

PIERCE COUNTY FINANCE DEPARTMENT

950 Fawcett Ave., Suite 100

Tacoma, WA 98402-5603

Billings shall be mailed to:

City of Gig Harbor

Attention: Accounts Payable

3510 Grandview Street

Gig Harbor, WA 98335

3. No Exclusive Use. Agency understands and agrees that payment of Facility Fees or use of Complimentary Range Days do not entitle Agency exclusive use of any range. Open lanes on a range may be utilized by non-Agency trainees and personnel as approved by the PCSD Training Division and its on-site Facility staff, including the PCSD Range Master and his or her designee(s) (collectively, "Range Master"), who will make reasonable efforts to conduct such non-Agency use in a manner that mitigates impact to Agency.

4. Term and Termination. This Agreement shall be effective from May 1, 2021 to December 31, 2021 (the "Initial Term"), at which time this Agreement shall terminate, unless renewed in accordance with the terms hereof. Provide further, that this Agreement shall automatically renew for successive terms of January 1 to December 31 each (each a "Renewal Term"), unless Agency or PCSD gives written notice to the other party of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term (a "Non-Renewal Notice"). In the event a party provides a non-Renewal Notice, this agreement shall terminate on the last day of the Initial Term or the Renewal Term, as the case may be. Notwithstanding the foregoing, Agency understands and agrees in the event Agency violates any section of this Agreement, including but not limited to, by failing to comply with PCSD safety expectations, failing to comply with Range Master instructions or directives, failing

to clean the Facility after use, or causing or allowing willful damage to Facility ranges, classroom, grounds, or property, the County may immediately terminate this Agreement; any such termination shall result in Agency's loss of all accrued unused Complimentary Range Days.

5. Termination for Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

6. Facility Usage. The Facility consists of the firearms ranges, classroom, weapons cleaning room, outbuildings, and grounds depicted in **Exhibit A**. Agency agrees that:

a. Agency's range use shall be limited to Range 1 (Pistol) and the Rifle Range. In limited instances PCSD may, in its discretion, authorize use of Range 2 or Range 3 upon Agency's request. If available and open for use, the Facility's weapons cleaning building may be used by Agency.

b. The Facility may only be utilized between the hours of 0800 and 1600, and is closed for use on weekends and holidays. All Agency members must be off of the Facility grounds at 1600 hours. Agency agrees its members will not discharge firearms before 0800 or after 1530 hours.

c. Agency shall not only utilize the Facility unless a member of the PCSD Training Division is on-site.

d. Agency and all Agency personnel will comply with all directives, instructions, policies, and safety protocols posted at the Facility and/or provided or communicated by PCSD Training Division and/or Range Master.

e. Unless otherwise determined by the Range Master, the maximum number of non-PCSD personnel allowed access to a Facility range at any one time is 10 individuals. The total number of persons allowed in any area of the Facility is subject to change from time-to-time and shall be determined by PCSD in its sole discretion with or without notice to Agency.

f. Agency shall pay for any damages to the Facility or equipment caused during its use of the facility.

g. Agency will clean up the Facility after its use, to include all targets, ammunition brass, containers and litter. There will be a minimum \$100 fee applied for Agency's failure to clean-up the Facility and/or the weapons cleaning building. Failing to fully clean-up may result in termination of this agreement.

h. Only commissioned staff eligible to carry and trained to utilize a firearm will be allowed on Facility grounds. Agency and its members will not be accompanied by guest observers or other employees

i. No photographs or video will be taken while at the Facility without the prior approval of the Range Master or PCSD Training Division. If prior approval is granted, photos or video may only be utilized for onsite training at the Facility and may not be saved for later use or posted to any website, social media platform or released to others.

j. Agency shall not permit distraction (explosive type) devices, large scale gas deployment (individual cap stun is permitted), or smoke to be carried onto or used on Facility grounds. All calibers and types of weapons are subject to approval of Range Master.

k. Agency shall ensure that all weapons and other equipment brought onto Facility grounds are in good working order and safe for use by individual(s) utilizing the equipment. Any weapons or equipment brought onto Facility grounds may be inspected at any time by the Range Master.

l. Agency will supply instructors, ammunition, targets, weapons cleaning supplies, ballistic vests for every Agency member, eye protection glasses for every Agency member, and hearing ear protection devices for every Agency member.

7. Bookings and Cancellations. All Agency requests to utilize the Facility must be made in writing via email to the Range Master or designated member of the PCSD Training Division at least 3 business days prior to the requested use date(s). The request must include completion and electronic submission of the PCSD Firearms Training Facility Outside Agency Request form, a copy of which is attached as **Exhibit B**, including what specific range facilities are being requested.

a. PCSD Training Division staff will work with the Agency to establish a schedule for use of the Facility, however Agency access is not guaranteed; any planned access

by Agency may be changed or cancelled by the Range Master or PCSD Training Division. Agency understands and acknowledges that the training of PCSD members and personnel takes precedence over any outside agency use.

b. Agency shall provide Facility staff one full business day's notice of cancellation of any scheduled use by Agency. Failure to do so will result in charges to the Agency of one half of the applicable use rate.

8. Agency DPIC. Agency shall appoint an Agency member as its Designated Person in Charge ("DPIC"). Agency agrees that:

- a. The DPIC must be on-site at the Facility for all Agency training activities.
- b. The DPIC will supervise the conduct of Agency personnel on the Facility grounds and ensure compliance with all PCSD Range Safety and Operations Rules, see **Exhibit C**.
- c. The DPIC will provide the Range Master a roster containing the names of all Agency members that will be on Training Facility grounds, see **Exhibit D**.
- d. The DPIC will receive a safety briefing from the Range Master before the use of the shooting range.
- e. The DPIC shall ensure that all Agency members are briefed on and adhere to Facility use rules and range safety rules.
- f. The DPIC shall ensure that while on Facility grounds all Agency members are wearing a ballistic protection vest covering the upper body and that while on or near any of the ranges, Agency staff are appropriately wearing ear and eye protection.
- g. The DPIC shall promptly notify the Range Master of all injuries, unintentional firearm discharges and any damage to the Firearms Training Facility or equipment.
- h. The DPIC shall ensure all Agency members, including the DPIC, have successfully completed COVID-19 safety screening protocols, immediately upon arriving and prior to taking part in any activities at the Facility, as detailed in **Exhibit E**.

9. Modification by Range Master. The Range Master shall have the authority to change or modify any Agency training activities occurring at the Facility.

10. Removal by Range Master. The Range Master may remove any Agency or individual member of Agency from the Facility at any time for safety violations. If removed by the Range Master, the Agency or individual Agency member must leave the Facility grounds immediately. In no event shall removal by the Range Master result in waiver of Facility Fees or any other fees and costs.

11. Amendment of Exhibits. Agency understands and agrees that PCSD may change or amend any or all of the Exhibits referenced in this Agreement at any time and in its sole discretion. Any such changes or amendments shall not invalidate this Agreement. PCSD will notify Agency and provide it with a copy of changed or amended Exhibits.

12. No Third Party Beneficiary, Joint Venture, or Partnership. The parties understand and agree that this contract is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership has been formed as a result of this contract.

13. Insurance Requirements. The insurance coverages specified in this paragraph are required. Agency shall, at Agency's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

Commercial Automobile Liability Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Commercial General Liability Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Professional Liability Insurance Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by Agency shall be primary over any insurance carried by Pierce County. Agency shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. Agency may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. Agency must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should Agency no longer benefit from a program of self-insurance, Agency agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the "Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

14. Defense & Indemnity Agreement. Agency agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or

appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Agency, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Agency's negligence where the damages arise out of Agency and/or Agency's agents or employees use of the Facility, and/or services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Agency or the Agency's agents or employees.

15. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, Agency expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Agency. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

18. Survival. The provisions of paragraphs 5, 11, 12, 13, 14, 15, 16, 17, 18, and 19 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

19. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Attached items:

Exhibit A – Training Facility map

Exhibit B – Outside agency use request form

Exhibit C –Range Safety and Operations Rules

Exhibit D – Outside agency participant roster

Exhibit E – Outside agency Covid-19 screening requirements

THIS SECTION
INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

[AGENCY]:

Name

Signature

Title of Authorized Signatory

Mailing Address

City, State, Zip

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney Date

Approved:

Finance Date

Department Director Date

Pierce County Executive (\$250,000 or more) Date



Business of the City Council City of Gig Harbor, WA

Subject: Interim City Administrator Contract

Proposed Council Action: Move to authorize the Mayor to sign the contract for Interim City Administrator.

Dept. Origin: Administration

Prepared by: Kameil Borders 
Human Resources Director

For Agenda of: June 14, 2021

Exhibit: Contract between the City and Interim City Administrator

Concurred by Mayor:  6-4-21
Approved by City Administrator: Per Email 5/17/21
Approved as to form by City Atty: OR 6/4/21
Approved by Finance Director: OR 6/4/21
Approved by Department Head: _____

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

Under Chapter 2.10 of the Gig Harbor Municipal Code, the Mayor is authorized to appoint a qualified person to the office of the City Administrator. The Mayor is requesting authorization to sign a contract to temporarily appoint Anthony A. Piasecki as the Interim City Administrator.

Mr. Piasecki has over 30 years of public service experience and over 15 years of experience as a City Manager with the City of Des Moines and Burien, WA. He previously served Gig Harbor as the Interim City Administrator from April 2018 – August 2018.

FISCAL CONSIDERATION

This temporary appointment will be utilizing currently budgeted funds for this position.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to approve and authorize the Mayor to execute an Interim City Administrator Employment Agreement with Anthony Piasecki in the form presented.

CITY OF GIG HARBOR
INTERIM CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT

This AGREEMENT has been entered into this ____ day of July, 2021, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City") and ANTHONY PIASECKI ("Mr. Piasecki").

WHEREAS, the Mayor is authorized under Chapter 2.10 of the Gig Harbor Municipal Code to appoint a qualified person of the office of the City Administrator; and

WHEREAS, such code provisions require that the City Administrator be employed by a written contract stating all terms of employment, compensation and detailing methods of termination by other parties;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. Duties. The City hereby employs Mr. Piasecki as the full-time Interim City Administrator of the City of Gig Harbor to perform the functions and duties set forth in the attached job description, incorporated by this reference as fully as if herein set forth, and to perform such other legally permissible and property duties and functions as the Mayor of the City shall delegate.
2. Termination.
 - 2.1 The employment of Mr. Piasecki is at-will and Mr. Piasecki serves at the pleasure of the Mayor. The Mayor may terminate this AGREEMENT at any time with or without cause, including but not limited to upon the City's hiring of a new City Administrator. Upon termination of the Interim City Administrator and upon hiring of a new City Administrator, Mr. Piasecki agrees to be available on an hourly basis for a period of 14 days following the commencement of work by the new City Administrator. Mr. Piasecki may terminate this AGREEMENT with or without cause by providing thirty (30) days written notice to the Mayor.
 - 2.2 During the course of this AGREEMENT, Mr. Piasecki agrees that he shall not perform services for any other entity of any kind or nature whatsoever. This AGREEMENT is intended to be an exclusive employment arrangement. The exclusivity is based upon the need to maintain public confidence and avoid the appearance of any impropriety. Provided, however, that nothing herein shall be construed to prohibit Mr. Piasecki from teaching at an accredited school, college or university with the express written consent of the Mayor, or volunteering his services in any capacity.
3. Salary and Benefits.
 - 3.1 Salary. The City agrees to pay Mr. Piasecki for his full-time services a base monthly salary of Fourteen Thousand, One Hundred and Sixty-One Dollars (\$14,161), prorated for partial months and subject to payroll deductions. The position of Interim City Administrator is exempt from overtime under state and federal law. For any work performed on an hourly basis after termination, Mr. Piasecki will be paid Eighty-One Dollars and Seventy Cents (\$81.70) per hour, less payroll deductions; this provision survives termination of this AGREEMENT. Pay periods shall be the same as other non-represented City employees.

3.2 Benefits. The City agrees to provide Mr. Piasecki all current benefits provided to other non-represented employees as approved and provided in the City policy and budget documents. Examples of such benefits include, but are not limited to: Health Insurance, retirement, City-paid holidays, sick and vacation leave.

3.2.1 Vacation. The Interim City Administrator shall accrue vacation at the rate of 13.33 hours per month.

3.2.2 Sick Leave. The Interim City Administrator shall accrue sick leave at the rate of 8 hours per month.

3.2.3 Transportation Allowance. The Interim City Administrator shall receive a monthly transportation allowance of \$400.00 per month and may be pro-rated if less than 14 days are worked in a month or if any vacation days are used, which will also be excluded from the transportation allowance on a pro-rated basis.

4. Insurance and Indemnification. The City shall bear the full cost of any fidelity or other bonds required of Mr. Piasecki under law or the ordinances of the City. The City shall provide professional liability insurance as necessary to cover actions taken by Mr. Piasecki during the course and scope of his employment as the Interim City Administrator. In addition, the City promises to defend, indemnify and hold harmless Mr. Piasecki from defense costs and expenses arising from or out of any conduct, act or omission of Mr. Piasecki performed or omitted on behalf of the City in his capacity as the Interim City Administrator. The promise to hold harmless and indemnify shall apply only to the reasonable costs of defense at the rate approved by the prior of the City, provided, however, that the City's contribution shall not exceed the hourly rate paid to its City Attorney. In no event shall protection be offered under this section by the City with regard to:

4.1.1 Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct by Mr. Piasecki;

4.1.2 Any act or course of conduct of Mr. Piasecki which is not performed on behalf of the City;

4.1.3 Any act or course of conduct which is outside the scope of Mr. Piasecki's service or employment with the City; and/or

4.1.4 Any lawsuit brought against Mr. Piasecki by or on behalf of the City. Nothing herein shall be construed to waive or impair the right of the City Council to initiate suit or counterclaim against Mr. Piasecki, nor to limit its ability to discipline or terminate Mr. Piasecki.

4.2 Provisions of this indemnity shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or Mr. Piasecki is insured against loss or damages under the terms of any valid insurance policy or pooling arrangement; provided, however, that this provision shall provide protection, subject to its terms and limitations, above any loss limit to such policy. The provisions of this indemnity provision are intended to be secondary to any contract or policy of insurance owned or applicable to Mr. Piasecki. The City shall have the right to require Mr. Piasecki to utilize any such policy protection prior to requesting the protections afforded by this chapter.

- 4.3 The determination of whether Mr. Piasecki shall be afforded a defense by the City under the terms of this provisions shall be finally determined by the City Council on the recommendation of the Mayor. The decision of the City Council shall be final as a legislative determination of the Council. Nothing herein shall preclude the City from undertaking Mr. Piasecki's defense under a reservation of rights.
- 4.4 If legal representation of Mr. Piasecki is undertaken by the City Attorney, all the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement is made, the City shall pay such judgment or settlement; provided, that the City may, in its discretion appeal as necessary, such judgment.
5. Notices given pursuant to this AGREEMENT shall be in writing and deposited in the custody of the United States Postal Services, postage prepaid, addressed as follows:
- 5.1 To the City:
Kit Kuhn, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
- 5.2 To the Interim City Administrator:
Anthony A. Piasecki
17914 151st Street E.
Bonney Lake, WA 98391

Alternatively, notices required pursuant to this AGREEMENT may be personally served in the same manner as is applicable in a civil judicial proceeding. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the custody of the United States Postal Service.

6. General Provisions.
- 6.1 This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this AGREEMENT. No waiver, alteration, or modification of any of the provisions of this AGREEMENT will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provisions of this AGREEMENT conflict with those of any other agreement or policy, the terms in this AGREEMENT will prevail. If any portion of this AGREEMENT is held to be unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.
- 6.2 The Mayor and City Council may fix in writing any other terms and conditions of employment as they may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this AGREEMENT, City ordinances, or any other law.
- 6.3 All provisions of City ordinances, regulations, rules and personnel policies as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the City, except as may be specifically agreed upon in this AGREEMENT.
- 6.4 This AGREEMENT shall be interpreted, construed, and applied according to the laws of the State of Washington.
- 6.5 All captions and section headings used in this AGREEMENT are for convenient reference only and do not form a part of this AGREEMENT.

6.6 No waiver of any breach by either party of the terms of this AGREEMENT shall be deemed a waiver of any subsequent breach of the AGREEMENT.

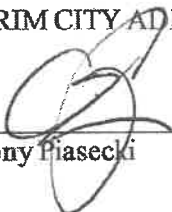
6.7 This AGREEMENT may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, this AGREEMENT has been executed this _____ day of July, 2021.

CITY OF GIG HARBOR

INTERIM CITY ADMINISTRATOR

Mayor Kit Kuhn



Anthony Piasecki

ATTEST/AUTHENTICATED:

Joshua Stecker, Interim City Clerk



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

**Subject: Resolution No. 1211 ITS
Surplus Equipment**

Proposed Council Action: Move to Adopt
Resolution No. 1211

Dept. Origin: Information Technology Services

Prepared by: Keith Smith

For Agenda of: June 14, 2021

Exhibits: Resolution 1211

Initial & Date

Concurred by Mayor:

✓ 6-8-21

Approved by City Administrator:

RL 06/07/2021

Approved as to form by City Atty:

n/a

Approved by Finance Director:

n/a

Approved by Department Head:

email 6/7

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

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

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to adopt Resolution No. 1211.

RESOLUTION NO. 1211

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

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

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

Section 1. To declare as surplus:

EQUIPMENT		Quantity	SERIAL #	Asset #.
PC	OptiPlex9020 – Police	1	12968185682	02298
	Optiplex3010 – Police	3	29732132017	02041
			30413824129	02049
			30413777473	N/A
	OptiPlex 7040 - Police	1	4FLR2C2	N/A
	Optiplex7010 – Court	3	32696190289	02077
			FKWG8Z1	02124
			BKSOJH2	02087
	Dell Optiplex 7040 – C.D.	4	HP18JH2	02453
			BKRYHH2	02456
			61LSZ72	02455
			4XWJDZ1	02349
	Dell Optiplex 7010 – P.W	1	9QGZH02	02152
	Dell Precision T3610 – P.W.	1	GGPV4Y2	02180
	Dell Precision 3540 – Admin	1	56C9DX1	02574
	Dell Optiplex 7040 – Police		JN22DH2	N/A
	Dell Inspiron 560S	1	JZ1XHQ1	01645
	OptiPlex 390 – Comm Dev.	1	7SKY5V1	01974
	OptiPlex 755 – Comm. Dev.	1	J666KH1	N/A
	Dell Server ECM01 - Police	1	ESP47122442	N/A
	Dell Server - Police	1	CXPLLH1	N/A

<u>Monitors</u>			
DELL-1907FPt – Police	1	CN-0DC323-71618-63E-BERZ	01352
DELL-1708FPb – Police	1	CN-0G302H-74261-87J-0CEA-A00	N/A
ASUSVK278 - Police	1	B4LMTF029642	01886
DELL E228NFPc - Police	1	CN-0KU311-64180-7BG-0DJM	N/A
DELL E172FPt - Police	1	CN-0J1806-71618-3BJ-G685	N/A
DELL E197FPf – Police	1	CN-0WH319-72872-68H-8JKS	N/A
DELL 2007FPb – Police	3	MX-0G324H-74262-258-1CDL	N/A
		MX-0G324H-74262-999-2CML	N/A
		MX-0C9536-46634-75V-44EL	01510
Dell 2407WFPb – Police	1	CN-OUH837-48220-777-05L9	N/A
Dell 2408WFPb – Comm. Dev.	1	MX-0G283H-74262-879-1EJS	N/A
ViewSonic VX2703mh-LED	1	T8G141861379	02240
Dell -Comm. Dev.	1	BG0503022007	N/A
Dell – Comm. Dev.	1	2407WFPB	01462
ASUS VK278 – Comm. Dev.	1	ABLMTF150711	01866
ASUS VE278 – Comm. Dev.	1	H3LMTF038919	N/A
ViewSonic VX2703MH – C.D.	4	T8G153260558	N/A
		T8G143242158	02275
		T8G153461151	N/A
		T8G144342098	N/A
Dell – Comm. Dev.	1	CN0WKFYR7426107R1C7S	N/A
ViewSonic VA2703 – P.W.	2	VS14414	02052
		VS14415	02119
ViewSonic VA2703- Police	1	SWR134241020	02131
Dell – Court	1	MX0GUS04742627BR29VS	N/A
ViewSonic VX2703MH – Court	2	T8G152962003	N/A
Dell P2419H – Court		CNOGMGXFTV200-05U04GTA09	2NWY843
	1	CN-0668VC-74261-6CE-30FB-A00	F3CJNG2
Dell P2213t – Comm Dev	1	CN-0FY6RN-74445-622-388M-A01	N/A
Dell E2210Hc – Comm Dev.	1	CN-0H265R-64180-9A7-049L	N/A

Section 2. The City Administrator is authorized to dispose of the items listed in Section 1 in a manner deemed to be in the City's best interest.

PASSED ON THIS 14th day of June, 2021.

APPROVED:

MAYOR KIT KUHN

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 6/7/2021
PASSED BY THE CITY COUNCIL: 6/14/2021
RESOLUTION NO. 1211



Business of the City Council City of Gig Harbor, WA

Subject: First Reading and Public Hearing of Ordinance 1462 – Permitting Public Art on Public Property and Right-of-Way in the Shoreline Jurisdiction – Amending the Shoreline Master Program.

Proposed Council Action: Hold public hearing, review and adopt ordinance at first reading.

Dept. Origin: Community Development

Prepared by: Carl de Simas
Senior Planner

For Agenda of: June 14, 2021

Exhibits: Ordinance 1462, Exhibits A-K

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

YK 6-8-21

RL 6/6/2021

Via Email 6/4/21

N/A

YK 6/4/21

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

BACKGROUND

The proposal is a non-project, legislative action to amend the City's Shoreline Master Program (SMP). The amendment includes adding public art as an allowed use within the vegetation conservation strip of certain shoreline designations and critical area buffers. The allowance would be relative to publicly owned parcels and public right-of-way only¹ and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the SMP.

The amendment was proposed by the City's Public Works Department² and was included as an item on the City's Comprehensive Plan Amendment Docket for 2021. State law makes an exception to the typical Comprehensive Amendment process, allowing amendments more than once a year, if relative to an SMP.³ Therefore, this ordinance is brought forward independent of other items on the 2021 Docket.

Since the Council's decision to initiate processing of this amendment application (PL-COMP-21-0003), City Staff has worked with the Planning Commission to review and refine the amendment with input from the applicant, the Department of Ecology, and the consulting services of Grette and Associates. The Planning Commission reviewed the application at four study sessions: March 18, 2021, April 1, 2021, April 15, 2021, and April 29, 2021. The Staff Memos prepared for each of those meetings are provided as Exhibit H to this Council Bill. During this period, City Staff provided all required meeting notices and state mandated notices; including, the Notice of Intent to Adopt provided to the Department of Commerce, as required under state law.⁴

¹ See Exhibit E for a map of publicly-owned parcels within shoreline jurisdiction

² See Exhibit K for application and narrative

³ See RCW 36.70A.130(2)

⁴ See RCW 36.70A.106

State law provides local jurisdictions with an optional joint review process for amending SMPs.⁵ City Staff chose to utilize this optional process as it allows the two agencies to work closely together throughout the process and provides for a joint public comment period between, eliminating the need for an additional public comment period after Council's decision to adopt. The joint public comment period is required to be noticed 30-days prior to the Planning Commission's hearing. In this case, the comment period was noticed on April 6, 2021 and the hearing conducted on May 6, 2021. The notices for both the Planning Commission Hearing and the current City Council Hearing are provided as Exhibit J to this Council Bill.

During the joint public comment period and at the hearing, several comments were provided. Comments were generally in favor of the amendment. Two tribal governments provided comment relative to the protection of archaeological and cultural resources. Public comments received are included as Exhibit D to this Council Bill. City Staff responded to all public comments provided. Regarding archaeological and cultural resources Staff noted that the SMP, and the City's typical review process of any site, already provides protections for culturally sensitive areas and/or discoveries during the course of development. Inadvertent Discovery Plans would be required in areas known to be culturally sensitive and would be required upon a discovery.

At the May 6, 2021 joint hearing, the Planning Commission considered all public comments provided and subsequently entered into deliberations. During deliberations, Commissioners discussed a few of the finer points and what they heard from the public. They also asked a few clarifying questions of Staff before a motion was made to forward a recommendation of approval to City Council.⁶

In accordance with the optional joint review process, after the hearing, the amendment must be sent to ECY for review and receipt of an initial determination of consistency. City Staff provided all of the required materials for ECY to conduct this review and did receive the determination.⁷ In the determination, ECY recommended two changes to the amendment. Both changes are incorporated into Exhibit "A" of Ordinance 1462 before you today and outlined in the determination itself.

SEPA DETERMINATION

The City's SEPA Responsible Official issued a SEPA Threshold Determination of Non-significance (DNS)⁸ including the required 14-day comment period and subsequent appeal period. The appeal period ended May 5, 2021. The DNS was not appealed.

RECOMMENDATION / MOTION

Staff recommends the Council hear public testimony on the ordinance and then consider adoption at first reading.

ANALYSIS

City Staff thoroughly analyzed the proposed amendment during the course of the public process through the Planning Commission. A detailed analysis can be found in the May 6, 2021 Public Hearing Staff Report, Section VI, included as Exhibit B to this Council Bill. Staff also analyzed the two changes suggested by ECY provided in the Initial Determination of Consistency. As with the rest of the proposed amendment language, Staff has found these changes consistent with the required criteria for approval

⁵ See WAC 173-26-104

⁶ See Exhibit A

⁷ See Exhibit C

⁸ See Exhibit G

as required by both local and state regulations and as outlined in Section VII of the previously referenced Staff Report.⁹

POLICY CONSIDERATION

Applicable codes and policies are provided in the May 6, 2021 Public Hearing Staff Report, Section III, included as Exhibit B to this Council Bill.

Consistency with Comprehensive Plan policies are provided as Exhibit F to this Council Bill.

FISCAL CONSIDERATION

None.

EXHIBITS

- A. Planning Commission Recommendation, dated May 28, 2021
- B. May 6th Public Hearing Staff Report, dated April 29, 2021
- C. Department of Ecology Initial Determination of Consistency, dated May 24, 2021
- D. Public Comments
- E. Map: Publicly-owned Parcels and Shoreline Designations
- F. Comprehensive Plan Consistency
- G. SEPA DNS, dated April 13, 2021
- H. Planning Commission Staff Memos
- I. Department of Commerce Notice of Intent to Adopt Receipt, dated March 25, 2021
- J. Public Hearing Notices
- K. Application and Narrative dated January 21, 2021

⁹ See RCW 90.58, WAC 173-26, and GHMC 19.09

ORDINANCE NO. 1462

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE SHORELINE MASTER PROGRAM; PERMITTING PUBLIC ART ON PUBLICALLY OWNED PROPERTY AND RIGHT-OF-WAY WITHIN THE SHORELINE JURISDICTION OF THE CITY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Shoreline Management Act (SMA) requires the City of Gig Harbor to develop and administer a Shoreline Master Program (SMP); and

WHEREAS, the SMP is adopted by reference within the City's adopted Comprehensive Plan; and

WHEREAS, the City's Public Works Department submitted an application to amend the SMP to include public art as a permitted use in certain shoreline environments, on publicly owned property and public right-of-way, within the City boundary; and

WHEREAS, under the Growth Management Act the City Council may only amend the Comprehensive Plan once per year except as otherwise provided in RCW 36.70A.130(2) which includes adoption or amendments to a shoreline master program under procedures set forth in 90.58 RCW; and

WHEREAS, at a public hearing on February 22, 2021, the City Council voted to initiate processing of the amendment in accordance with the criteria set forth in GHMC 19.09.130; and

WHEREAS, the application was forwarded to the City's Planning Commission for further processing; and

WHEREAS, the Washington State Department of Ecology (ECY) approves the adoption of and amendments to the SMP in accordance with 173-26 WAC; and

WHEREAS, City Staff chose to utilize the optional joint review process for amending shoreline master programs per WAC 173-26-104 whereby a joint public hearing is held on the proposed amendment; and

WHEREAS, the optional joint review process requires the City maintain a public web site including information relative to the proposed amendment and a link to the web site is shared with ECY not less than 14-days prior to the joint hearing; and

WHEREAS, City Staff submitted a Notice of Intent to Adopt to the Washington State Department of Commerce on March 24, 2021 in accordance with RCW 36.70A.106; and

WHEREAS, the City shared a link to the public web site with ECY on March 23, 2021; and

WHEREAS, the joint public hearing must be preceded by a joint 30-day public comment period; and

WHEREAS, the joint public comment period was noticed on April 6, 2021; and

WHEREAS, the Planning Commission studied the proposed amendment at regularly scheduled meetings on March 18, 2021, April 1, 2021, and April 15, 2021; and

WHEREAS, the City's SEPA Responsible Official issued a SEPA threshold determination of non-significance on April 14, 2021; and

WHEREAS, the Planning Commission studied the proposed amendment at a special meeting on April 29, 2021; and

WHEREAS, a joint public hearing was held May 6, 2021; and

WHEREAS, several written comments were received by City Staff and shared with the Planning Commission and ECY Staff; and

WHEREAS, one member of the public provided testimony at the joint public hearing; and

WHEREAS, the Planning Commission voted unanimously to send the proposed amendment back to City Council with a recommendation of approval; and

WHEREAS, City Staff, in accordance with WAC 173-26-104, responded to all public comment received within 30-days of the close of the joint public hearing; and

WHEREAS, City Staff submitted the proposed amendment and required supporting documentation to ECY for the initial determination of consistency review; and

WHEREAS, ECY provided the initial determination of consistency with two recommended edits on May 24, 2021; and

WHEREAS, the City Council considered the Ordinance at first reading and public hearing on June 14, 2021; Now, therefore,

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

Section 1. Revisions. The City of Gig Harbor Shoreline Master Program shall be amended as set forth in Exhibit "A".

Section 2. Adoption. The City Council hereby adopts the above referenced SMP revisions and finds the amended SMP consistent with the requirements of RCW 90.58 and WAC 173-26, as they apply to these amendments.

Section 3. Submission to Department of Ecology. The Community Development Director is hereby directed to submit the SMP and associated documents to the Department of Ecology for their review and approval. If/Once approved by the Department of Ecology no further action is necessary for compliance with RCW 90.58.

Section 4. 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 5. Effective Date. This ordinance shall take effect and be in full force fourteen days after Department of Ecology final action as provided by RCW 90.58.090(7).

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 20__.

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:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE:

Exhibit "A"

Ordinance No. 1462

1. Add a new definition for Public Art:

Chapter 2 Definitions

Public Art

"Public Art" means original works of visual art that have been approved through a public process with the specific intent to be displayed on publicly owned lots or in public right-of-way for the general public's enjoyment and education. These include but are not limited to sculptures, statues, interpretive displays, and memorials intended to reflect the City's historical or cultural significance to the community.

2. Add a new provision to improve clarity about the allowance for public art within critical area buffers.

6.2.5.3 Critical Area Buffer Activity Allowance

- 2) Public art, consistent with Section 7.22 and subsection 6.2.4, is allowed within the regulated vegetation conservation strip and the regulated critical area buffer provided the mitigation sequence has been followed and any remaining impacts have been mitigated to ensure there is no net loss of shoreline ecological functions. Encroachment into a Category I wetland buffer must be consistent with 6.2.5.13.2.

3. Add a new subsection to allow public art within the Vegetated Conservation Strip:

6.2.4.1 Regulations – Vegetation Conservation Strip

- 9) Public art consistent with Section 7.22 of this Program may be located in the required vegetation conservation strip or critical area buffer. All provisions of Subsection 6.2.4.4 above shall apply to the installation of Public Art. The area required for installation of the public art shall be applied to the maximum 15% clearing allowed for the marine vegetation conservation strip or critical area buffer as set forth in Subsection 6.2.4.4 above.

4. Add Public Art as a permitted use in wetland buffers areas:

6.2.5.13 Wetlands – Permitted Uses in Buffer Areas

- 2) Public art is permitted within the wetland buffer; provided, that the location of such public art will not degrade the functions and values of the wetland, and any impacts are mitigated through the requirements of Section 6.2.5. In the case of Category I wetlands, the minimum distance from the wetland edge is not less than 75 percent of the Category I buffer width established in Section 6.2.5.11. Public art subject to this provision is permitted only when consistent with Chapter 7.22.

5. Add Public Art to the permitted use table:

7.1.1 Permitted Use Tables

Shoreline Modification	Shoreline Environment Designations					
	Natural ²	Urban Conservancy	Low Intensity	City Waterfront	Historic Working Waterfront	Marine Deepwater ^{r2}
Public Art (Section 7.22) ⁷	X	P	P	P	P	X

¹ Any method involving vehicles upon the shoreline, whether for access or harvest, shall be prohibited within the Natural Environment

² Hydraulic harvest utilizing water jets should use low-pressure jets with an inside tip diameter of 5/8 inch or less. The jets shall be hand held and under the control of the operator and nozzle pressure should be limited to 100 psi, measured at the pump.

³ Refer to subsection 7.12.2 for limitations on commercial development within the Urban Conservancy and Low Intensity SED's

⁴ See section 7.16 for additional requirements that apply to historic net sheds

⁵ Uses not specifically permitted or conditionally permitted are prohibited.

⁶ See subsection 7.19.2.5 for allowable signs in the Marine Deepwater SED

⁷Public art is permitted only on City-owned lots or the public right-of-way.

6. Add new Section 7.22 Public Art:

7.22 Public Art

It is the goal of the City of Gig Harbor to encourage the public enjoyment and education of memorialized historic, cultural, and archeological significance to Gig Harbor's heritage by allowing the installation of public art on city-owned lots or the public right-of-way within certain shoreline environment designations.

7.22.1 Policies

A. Visual obstruction

Design and locate public art in such a manner that it minimizes visual obstruction of the shoreline and marine waters.

B. Location

Encourage the placement of public art located on or near the shoreline to facilitate the public's ability to reach and enjoy the water's edge and to view the water and the shoreline. Where appropriate, public art should be dispersed along the shoreline to support the public's recreational or beach access and aesthetic enjoyment of the shoreline.

C. No net loss

Installation of public art should ensure no net loss to shoreline ecological functions and processes.

D. Materials

Public art should select materials based on long-term durability, ease of maintenance, compatibility with local shore features and habitat, and aesthetic values.

E. Coordination

Coordinate proposals for the installation of public art with affected property owners and with the City of Gig Harbor Arts Commission to ensure it is consistent with the goals of this section and the overall goals of this Program.

F. Consistency with other plans

Public art shall be planned, designed, and implemented consistent with the goals established in the City's Comprehensive Plan and Parks, Recreation and Open Space Plan, as applicable.

7.22.2 Regulations

- 1) Public art shall be limited to a maximum impervious lot coverage of 200 square feet or 1% of the lot size, whichever is less. Public art shall otherwise conform dimensionally to the requirements of Table 7-3, Bulk Dimensional Standards Matrix.

and Table 6-1, Vegetation Conservation Strip Setbacks for Marine Shorelines, as applicable. Public art is prohibited waterward of the Ordinary High-Water Mark.

- 2) Proposals for the installment of public art that involve any clearing, grading, or impervious surface shall include a landscape plan. Native, self-sustaining vegetation shall be used as often as practicable. The removal of on-site native vegetation shall be limited to the minimum necessary for the development of selected viewpoints and shall be subject to Section 6.2.4 (Vegetation Conservation) of this Program.
- 3) Public art shall incorporate appropriate mitigation to minimize light and noise impacts on adjoining land uses, as applicable.
- 4) Public art may include associated amenities, including, but not limited to: pedestrian paths, benches, and interpretive signs.
- 5) Public art shall be subject to Section 6.2.2 (No Net Loss and Mitigation) of this Program.



Exhibit A
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR KUHN AND MEMBERS OF THE CITY COUNCIL

FROM: GREG HOEKSEMA, CHAIR, PLANNING COMMISSION

SUBJECT: PL-COMP-21-0003 SHORELINE MASTER PROGRAM
AMENDMENT: PUBLIC ART

DATE: MAY 28, 2021

BACKGROUND / INFORMATION:

The City of Gig Harbor Public Works Department submitted a complete application for an amendment to the City's adopted Shoreline Master Program (SMP) on January 21, 2021. The proposed amendments would define public art as a permitted use, on publicly owned property, within certain shoreline jurisdictions, and within certain critical area buffers if specific criteria are met. The amendments provide policy and regulation through a new section of the SMP as well as guidance for the allowance within critical area buffers including mitigation and, as with all development within the shoreline jurisdiction, a determination of no net loss of ecological function resulting from such a proposal.

Upon initiating the proposed amendment, the City Council forwarded the application to the City's Planning Commission for review. The Planning Commission reviewed the application at an introductory meeting and four study sessions in 2021: March 18, April 1, April 15, and April 29. During this series of study sessions, the Planning Commission worked with Planning Staff to improve upon the proposed amendments resulting in more robust and consistent policies and regulations. This revised set of amendments came to be known as the Staff Recommendation and were ultimately supported by Public Works, Planning Staff and the Department of Ecology.

Amendments to a local jurisdiction's Shoreline Master Program may be processed either through a standard amendment process per WAC 173-26-100 or through an optional process per WAC 173-26-104. The City chose to utilize the optional process, which includes joint review, joint public comment periods, and a joint hearing between the City and the Department of Ecology (ECY). The joint 30-day public comment period was noticed by ECY on April 2, 2021. Having proposed

public comment period was noticed by ECY on April 2, 2021. Having proposed amendments from the applicant and the Staff Recommendation, both were provided to the public for review and comment. During this time, the Planning Commission continued to study the proposal and review minor changes to the amendments.

The Planning Commission held the joint public hearing on May 6, 2021. Planning Staff provided a staff report and also noted the addition of two proposed changes to the language. Several written comments from the public were submitted. Comments received were generally supportive of the amendment and public art within the City. Two tribal governments provided comment noting that many areas along the shoreline contain culturally sensitive resources. Other comments were more specific to a public art installation recently proposed in a City Park on the harbor. The Planning Commission considered each comment and Planning Staff reported that they provided individual responses to each member of the public. One member of the public spoke in favor of the amendment during public testimony. During deliberations, Commissioners questioned Planning Staff about culturally sensitive resources and other comments heard. The Planning Commission was satisfied that the public had been heard and their concerns addressed. A motion was made to recommend approval of the amendments known as the Staff Recommendation, to include two minor amendments proposed by Staff at the hearing.

Based on the Planning Commission's study of the amendments proposed to the City of Gig Harbor Shoreline Master Program, permitting public art as an allowed use within the shoreline jurisdiction, we recommend City Council approval of said amendments as provided in summary and attached herein as Exhibit "A."

Greg Hoeksema, Chair Planning Commission



Date 5/28/2021

EXHIBIT "A"

April 29, 2021

PL-COMP-21-0003

Shoreline Master Program Amendment: Public Art

Staff Recommended Amendments

1. Add a new definition for Public Art:

Chapter 2 Definitions

Public Art

"Public Art" means original works of visual art that have been created through a public process with the specific intent to be displayed on publicly owned lots or in public right-of-way for the general public's enjoyment and education. These include but are not limited to sculptures, statues, interpretive displays, and memorials intended to reflect the City's historical or cultural significance to the community.

2. Add a new subsection to allow public art within the Vegetated Conservation Strip:

6.2.4 Regulations – Vegetation Conservation Strip

- 9) Public art consistent with Section 7.22 of this Program may be located in the required vegetation conservation strip or critical area buffer. All provisions of Subsection 6.2.4.4 above shall apply to the installation of Public Art. The area required for installation of the public art shall be applied to the maximum 15% clearing allowed for the marine vegetation conservation strip or critical area buffer as set forth in Subsection 6.2.4.4 above.

3. Add Public Art as a permitted use in wetland buffers areas:

6.2.5.13 Wetlands – Permitted Uses in Buffer Areas

- 2) Public art is permitted within the wetland buffer; provided, that the location of such public art will not degrade the functions and values of the wetland, and any impacts are mitigated through the requirements of Section 6.2.5. In the case of Category I wetlands, the minimum distance from the wetland edge is not less than 75 percent of the Category I buffer width established in Section 6.2.5.11. Public art subject to this provision is permitted only when consistent with Chapter 7.22.

4. Add Public Art to the permitted use table:

7.1.1 Permitted Use Tables

Shoreline Modification	Shoreline Environment Designations					
	Natural²	Urban Conservancy	Low Intensity	City Waterfront	Historic Working Waterfront	Marine Deepwater²
Public Art (Section 7.22)⁷	X	P	P	P	P	X

¹ Any method involving vehicles upon the shoreline, whether for access or harvest, shall be prohibited within the Natural Environment

² Hydraulic harvest utilizing water jets should use low-pressure jets with an inside tip diameter of 5/8 inch or less. The jets shall be hand held and under the control of the operator and nozzle pressure should be limited to 100 psi, measured at the pump.

³ Refer to subsection 7.12.2 for limitations on commercial development within the Urban Conservancy and Low Intensity SED's

⁴ See section 7.16 for additional requirements that apply to historic net sheds

⁵ Uses not specifically permitted or conditionally permitted are prohibited.

⁶ See subsection 7.19.2.5 for allowable signs in the Marine Deepwater SED

⁷ Public art is permitted only on City-owned lots or the public right-of-way.

5. Add new Section 7.22 Public Art:

7.22 Public Art

It is the goal of the City of Gig Harbor to encourage the public enjoyment and education of memorialized historic, cultural, and archeological significance to Gig Harbor's heritage by allowing the installation of public art on city-owned lots or the public right-of-way within certain shoreline environment designations.

7.22.1 Policies

A. Visual obstruction

Design and locate public art in such a manner that it minimizes visual obstruction of the shoreline and marine waters.

B. Location

Give preference to public art located on or near the shoreline to facilitate the public's ability to reach and enjoy the water's edge and to view the water and the shoreline. Where appropriate, public art should be dispersed along the shoreline to support the public's recreational or beach access and aesthetic enjoyment of the shoreline.

C. No net loss

Installation of public art should ensure no net loss to shoreline ecological functions and processes.

D. Materials

Public art should select materials based on long-term durability, ease of maintenance, compatibility with local shore features and habitat, and aesthetic values.

E. Coordination

Coordinate proposals for the installation of public art with affected property owners and with the City of Gig Harbor Arts Commission to ensure it is consistent with the goals of this section and the overall goals of this Program.

F. Consistency with other plans

Public art shall be planned, designed, and implemented consistent with the goals established in the City's Comprehensive Plan and Parks, Recreation and Open Space Plan, as applicable.

7.22.2 Regulations

- 1) Public art shall be limited to a maximum impervious lot coverage of 200 square feet or 1% of the lot size, whichever is less. Public art shall otherwise conform dimensionally to the requirements of Table 7-3, Bulk Dimensional Standards Matrix, and Table 6-1, Vegetation Conservation Strip Setbacks for Marine Shorelines, as applicable. Public art is prohibited waterward of the Ordinary High-Water Mark.
- 2) Proposals for the installment of public art that involve any clearing, grading, or impervious surface shall include a landscape plan. Native, self-sustaining vegetation shall be used as often as practicable. The removal of on-site native vegetation shall be limited to the minimum necessary for the development of selected viewpoints and shall be subject to Section 6.2.4 (Vegetation Conservation) of this Program.
- 3) Public art shall incorporate appropriate mitigation to minimize light and noise impacts on adjoining land uses, as applicable.

- 4) Public art may include associated amenities, including, but not limited to: pedestrian paths, benches, and interpretive signs.
- 5) Public art shall be subject to Section 6.2.2 (No Net Loss and Mitigation) of this Program.



Exhibit B
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

**PLANNING DIVISION
STAFF REPORT**

TO: Planning Commission
FROM: Planning Staff
DATE: April 29, 2021

RE: PL-COMP-21-0003: Shoreline Master Program Amendment: Public Art

I. GENERAL INFORMATION

Applicant: City of Gig Harbor
Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335

Agent: Same

II. PROJECT DESCRIPTION

The proposal is a non-project, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the Shoreline vegetation conservation strip and critical area buffers. The allowance would be relative to publicly owned lots and public right-of-way only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

III. APPLICABLE CODES AND POLICIES

The City's Shoreline Master Program is adopted by reference and integrated into Chapter 10, Shoreline Management, of the City's Comprehensive Plan.

Chapter 19.09 of the Gig Harbor Municipal Code (GHMC) outlines the process for review of amendments to the Comprehensive Plan. The process states that the Planning Commission should hold a public hearing on the applications and

consider all applications cumulatively under the criteria set forth below. The Commission's written recommendation on the applications shall then be forwarded to the City Council. In order to approve, the City Council must make findings that the proposed amendment is consistent with the criteria for approval provided under Section 19.09.170 GHMC:

- A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and
- B. The proposed amendment is consistent with the Growth Management Act, 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; and
- C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and
- D. The proposed amendment advances the public interest; and
- E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:
 - 1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:
 - a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or
 - b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or
 - c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or
 - d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or
 - e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order

to ensure that adopted level of service standards will be met;
and

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

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

On February 22, 2021, the City Council initiated the review of five docketed Comprehensive Plan Amendments and forwarded them to the Planning Commission for review. The current amendment is relative to the City's Shoreline Master Program and therefore, per Section 19.09.020 of the Gig Harbor Municipal Code (GHMC), is excepted from the typical Comprehensive Amendment process. Under this process, the Comprehensive Plan may be amended more than once per year for Shoreline Master Plan amendments, consistent with RCW 36.70A.130(2) and under the procedures set forth in Chapter 90.58 RCW.

The City's Shoreline Master Program, Section 8.10, provides for the "Master Program – Review, Amendments and Adoption" procedures. The section states, "Any of the provisions of this Master Program may be amended as provided for in WAC 173-26-100."

WAC 173-26-100 provides for the "Standard local process for approving/amending shoreline master programs." For this amendment, the City chose to utilize the optional joint review process provided for in this section of the WAC and outlined in WAC 173-26-104.

Under the Shoreline Management Act of 1971 – Chapter 90.58 RCW – the Department of Ecology (ECY) has the authority to approve amendments to a local jurisdiction's master program. ECY must find the proposed amendments consistent with the policies set forth in Section 90.58.090 RCW and the amendment procedures and master program guidelines expressed in WAC Sections: 173-26-090, 173-26-100/173-26-104, 173-26-201.

WAC 173-26-201(1)(C) establishes the approval criteria for shoreline master program amendments:

(i) The proposed amendment will not foster uncoordinated and piecemeal development of the state's shorelines;

- (ii) The amendment is consistent with all applicable policies and standards of the act;
- (iii) All procedural rule requirements for public notice and consultation have been satisfied; and
- (iv) Master program guidelines analytical requirements and substantive standards have been satisfied, where they reasonably apply to the amendment. All master program amendments must demonstrate that the amendment will not result in a net loss of shoreline ecological functions.

IV. BACKGROUND

The City of Gig Harbor Public Works Department submitted a complete application for an amendment to the City's adopted Shoreline Master Program on January 21, 2021. The application and associated materials are included here as Exhibit "A" to this report.

Upon initiating the proposed amendment, the City Council forwarded the application to the City's Planning Commission for review. The Planning Commission reviewed the application at an introductory meeting and four study sessions in 2021: March 18, April 1, April 15, and April 29. Staff memos and associated exhibits are included as Exhibit "B" to this report. During this series of study sessions, staff worked with the Planning Commission to improve upon the proposed amendments submitted by the City's Public Works Department resulting in a Staff Recommendation (Exhibit "C").

Amendments to a local jurisdiction's Shoreline Master Program may be processed either through a standard amendment process per WAC 173-26-100 or through an optional process per WAC 173-26-104. The City chose to utilize the optional process, which includes joint review, joint public comment periods, and a joint hearing between the City and the Department of Ecology (ECY). The joint 30-day public comment period was noticed by ECY on April 2, 2021. Having both a proposed amendment from the applicant and a recommended amendment from Planning staff based on an iterative review with the Planning Commission, staff provided both amendments to the public for review and comment. The applicant has since provided support for the Planning Staff recommendation which will be the subject of the Staff Analysis later in this report. The hearing was noticed, per Gig Harbor Municipal Code (GHMC), on April 29, 2021. Both notices are included as Exhibit "D" to this report.

During the 30-day joint public comment period and the SEPA comment period, the City received several written comments. Those comments are included here as Exhibit "E". The comment period ends on May 6, 2021 and, as such, more

comments may be received between the time this report is completed and the hearing. Comments received in the interim will be presented to the Planning Commission for their consideration at the May 6, 2021 public hearing. In accordance with the requirements of the optional joint review process, all public comments will receive a response and any resulting edits proposed to the amendment, subsequent to the public hearing, will be noted and provided to ECY with the rest of the amendment proposal. ECY then has 30-days to consider the proposal and provide the City with an Initial Determination of Consistency which may include required or recommended changes. After any modifications are made, the City Council may adopt the amendment through ordinance following the required local adoption process.

V. ENVIRONMENTAL REVIEW

The SEPA Responsible Official issued a threshold determination of non-significance (DNS) on April 14, 2021 for this non-project action per WAC 197-11-340(2) (Exhibit "F"). The appeal period for this DNS ends on May 5, 2021.

VI. STAFF ANALYSIS

As noted in preceding sections of this report, during the Planning Commission review process, the proposed amendment has been modified to better meet the goals and policies of the City's Comprehensive Plan, the Shoreline Master Program, and State Codes and Guidelines. The proposed amendments, also known as the Staff Recommendation, have been prepared in consideration of public comment received to date, third-party biologist's input, Planning Commissioner's input provided during the study sessions preceding this hearing, and City Staff's professional opinion.

As found in Exhibit "C", and noted previously in this report, the proposed amendment seeks to create policy and regulation around Public Art as an allowed use within the Shoreline Jurisdiction of the City. The amendments would provide for: a definition of Public Art; allowances for siting of Public Art within critical area buffers, in certain instances, as well as the Vegetated Conservation Strip (VCS); Public Art as a permitted use within certain shoreline environment designations, and; a new section of the SMP, specific to policies and regulations for Public Art.

The following is an analysis of this recommendation for consistency with required approval criteria of the Gig Harbor Municipal Code (GHMC) and the applicable sections of the Washington Administrative Code (WAC).

GHMC 19.09.170

- A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan.
- a. Staff Analysis: Both the applicant and staff have found and provided several references as to how this amendment is consistent with the goals, policies and objectives of the Comprehensive Plan. The documents containing those references can be found as Exhibits "G" and "A", respectively.

Public Art, in the context of this amendment, is in part centered around the idea that the City of Gig Harbor values and celebrates the cultural and historic character that make it unique and interesting. The City takes great pride in the historic net sheds that are parsed throughout the waterfront and has made allowances within the SMP directly related to their preservation and, in some cases, continuance as working over-water structures. The City also takes pride in its commercial fishing fleet and the history associated with the settlers who began an industry still vibrant today. Lastly, and not least, the City has a substantial connection to the Native American history and archeological significance of the harbor and their historic stewardship of the land that continues to this day. Both the proposed definition of Public Art and the goal statement speak to this relationship thereby creating a connection and consistency between this proposed amendment and the Comprehensive Plan on the whole.

Additionally, the City's Comprehensive Plan, Shoreline Master Program, and the Parks, Recreation and Open Space Plan offer substantial support for public access along the shoreline, enhanced recreation and enjoyment, environmental stewardship, public park use and community benefit. Some references from the Comprehensive Plan and PROS Plan have been provided in the exhibits noted above. The SMP itself offers very tangible support for this amendment as well. For instance, Section 6.5 SMP, Public Access, states, "It is the goal of the City of Gig Harbor to preserve and enhance opportunities for physical and visual public access to shorelines." Some of the publicly owned lots that this amendment would apply to, have some historic value and/or are on the City's Historic Register. Section 6.4 SMP, Historic, Cultural, Scientific and Educational Resources, provides policy support for public access and education opportunities – "Encourage private and public owners of historic sites to provide public access and education opportunities in a manner consistent with long term protection of the resource." As many of the city owned properties along the waterfront are city parks, public art would become part and

parcel of the passive recreation opportunities already present; and, in some cases, might be the catalyst to enhance and promote the use of the park, while providing access to the shoreline. Section 7.17 SMP, Recreation Uses and Development, states, "It is the goal of the City of Gig Harbor to protect and enhance recreational opportunities in the shoreline area by promoting a mixture of passive use facilities that provide enjoyment of the shoreline without impacting sensitive habitat or shoreline ecology." This section goes on to provide several policies that would support public art; including, preference given to the location of recreational development on the shoreline to "facilitate the public's ability to reach and enjoy the water's edge...and to view the water and the shoreline." The policy goes on to state, "Where appropriate, such facilities should be dispersed along the shoreline to support frequent recreational access and aesthetic enjoyment of the shoreline for the public." More policies are provided in this section offer support for education, recreation improvements, natural character enhancement and street-end development. This last item speaks to the development of existing public right-of-way, generally perpendicular to the shoreline, into passive public recreational areas.

Given all of the supporting language noted in this analysis, it appears clear that the proposed amendment is consistent with the balance of the goals, policies and objectives of the City's Comprehensive Plan.

- 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.
 - a. Staff Analysis: The proposed amendment is consistent with the Washington State Growth Management Act – RCW 36.70A – as it would be consistent with the Legislative findings – State policy enunciated – Use Preference of RCW 90.58.020 and the goals and policies stated therein. Namely, the proposed amendment does provide measures for protecting the shorelines of the state through minimization of any damage to the ecology of the shoreline jurisdiction, recognizing that a proposal shall not produce a net loss of ecological function, and providing for mitigation measures consistent with the applicable sections of the City's adopted SMP.

The City's adopted Comprehensive Plan has been certified and therefore is consistent with the PSRC MPP and Pierce County CPP.

As analyzed in Section VI.A of this report, the proposed amendment is consistent with the goals and policies of the City's Comprehensive Plan and associated plans.

The applicable state law, which provides the approval criteria for a shoreline master program amendment, is WAC 173-26-201. An analysis for consistency with this code is provided below.

- 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.
 - a. Staff Analysis: The proposed amendment would not have obvious impacts related to the City's ability to provide public utilities and facilities. The proposed amendment would allow Public Art within city-owned lots, inviting more public access, and further enhancing park use through additional enjoyment opportunities and education. It would also allow Public Art at street ends within public right-of-way where the SMP already promotes public access and enhancements such as "directional and informational signage, plantings, and/or benches" (SMP 6.5.1.G).
- D. The proposed amendment advances the public interest.
 - a. Staff Analysis: The public interest is directly advanced by the proposed amendment. Public Art would only be permitted within publicly owned lots and the public right-of-way. By definition and supported by proposed policies, a proposal to site Public Art will undergo a public process, coordinated through the City and the Arts Commission. The Harbor Element of the City's Comprehensive Plan expresses the public's interest through the establishment of goals related to City Properties and Parks, Historic Character, and Cultural Heritage. See Exhibit "G" for the specific language of each goal.
- E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply: (see Section III for listed criteria)
 - a. Staff Analysis: This criterion does not apply as it is relative to infrastructure related to residential or commercial development.

WAC 173-26-201(1)(C)

- i. The proposed amendment will not foster uncoordinated and piecemeal development of the state's shorelines.
 - a. Staff Analysis: The proposed amendment would not allow significant development within the shoreline jurisdiction. The amount of Public Art associated development is regulated on a lot

by lot basis and only on those which are publicly owned. As is described in staff's analysis of GHMC 19.09.170(D) above, the consideration of public art proposals will undergo a public, coordinated process, and therefore will not foster uncoordinated development of the state's shorelines.

ii. The amendment is consistent with all applicable policies and standards of the [shoreline management] act.

a. Staff Analysis: Staff has reviewed the applicable policies and standards of the Shoreline Management Act of 1971 and has found no obvious reason to believe the proposed amendment would be found inconsistent.

iii. All procedural rule requirements for public notice and consultation have been satisfied.

a. Staff Analysis: Staff has worked closely with Department of Ecology Staff to ensure that the procedures required under the optional joint review process for amending shoreline master programs of WAC 173-26-104 have been met. Through this active, joint-agency coordination, staff acknowledges that all procedural rule requirements for public notice and consultation have been satisfied.

iv. Master program guidelines, analytical requirements, and substantive standards have been satisfied, where they reasonably apply to the amendment. All master program amendments must demonstrate that the amendment will not result in a net loss of shoreline ecological functions.

a. Staff Analysis: A significant component of the SMP is the requirement that development not result in a net loss of ecological function. This amendment would require that any proposal to site Public Art within the shoreline jurisdiction meet this requirement, which may require compensatory mitigation measures in accordance with the applicable sections of the SMP.

VII. CONCLUSIONS

Based on Staff's review of the application materials and the effort applied to developing and honing the proposed amendments at study sessions with the Planning Commission, review of public comment, and peer discussions with professionals in the environmental field, staff concludes that the proposed amendments to the Shoreline Master Program have met the required criteria for approval as required by both local and state regulations – RCW 90.58, WAC 173-26, and GHMC 19.09 – as follows:

- A. Consistent with the goals, policies and objectives of the comprehensive plan; and
- B. 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; and
- C. Will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and
- D. Advances the public interest; and
- E. Will not foster uncoordinated and piecemeal development of the state's shorelines; and
- F. Consistent with all applicable policies and standards of the (shoreline management) act; and
- G. All procedural rule requirements for public notice and consultation have been satisfied; and
- H. Master program guidelines analytical requirements and substantive standards have been satisfied, where they reasonably apply to the amendment. All master program amendments must demonstrate that the amendment will not result in a net loss of shoreline ecological functions.

Project Planner: Carl de Simas - Senior Planner



Date:

April 29, 2021

Exhibits

- A. Public Works Application Materials, submitted January 21, 2021
- B. Planning Commission Staff Memos and Exhibits, March 18-April 29, 2021
- C. Staff Recommended Amendments, dated April 29, 2021
- D. Public Hearing Notices, dated April 6 and April 29, 2021
- E. Public Comments
- F. SEPA Determination of Non-significance (DNS), dated April 13, 2021
- G. Comprehensive Plan Supporting References, March 25, 2021

TO: Carl de Simas, Senior Planner, City of Gig Harbor
CC: Jackie Chandler, Shoreline Administrator, WA Department of Ecology
FROM: Kim Van Zwalenburg, Senior Shoreline Planner, WA Department of Ecology
Date: May 24, 2021
Subject: **SMP Periodic Review - Initial Determination of Consistency**
Sent via email to: cDesimas@gigharborwa.gov

Use of this Document

Ecology's *Determination of Initial Concurrence* provides Ecology's review of the proposed locally initiated amendment to the City of Gig Harbor (City) Shoreline Master Program (SMP). This document is divided into two sections: **Findings of Fact**, which provides findings related to the City's proposed amendment, amendment history, and the review process and **Initial Determination** of the proposed amendment.

Attachment 1 itemizes issues that can be addressed prior to local adoption and submittal for Ecology's final approval of the proposed amendment.

Brief Description of Proposed Amendment

The City of Gig Harbor is proposing a locally initiated amendment of their Shoreline Master Program (SMP) and has submitted their draft SMP amendment to Ecology for an initial determination as required by the joint review process and consistent with WAC 173-26-104(3). The SMP regulates shoreline uses and activities along shorelines within city limits including the eastern shoreline of Gig Harbor Bay and segments of Colvos Passage, the Tacoma Narrows and Henderson Bay.

FINDINGS OF FACT

Need for amendment

Gig Harbor comprehensively updated their master program in December 2013. Their SMP periodic review is still in progress. This proposed amendment would allow the placement of public art on publicly owned property along the shoreline.

SMP provisions to be changed by the amendment as proposed

Gig Harbor's SMP is a standalone document containing goals, policies and regulations.

The following sections of the SMP are proposed for change:

A. Chapter 2 Definitions

1. The following term is added: public art

B. Chapter 6 General Goals Policies and Regulations

1. 6.2.4 Regulations – Vegetation Conservation Strip. Revisions add a new provision allowing for the placement of public art within the vegetation conservation strip or critical area buffer.
[6.2.4.9]

2. 6.2.5.13 Wetlands – Permitted Uses in Buffer Areas. A new provision is added allowing for the placement of public art within the wetland buffer, provided functions and values are not degraded and impacts are mitigated. Placement in buffers for Category 1 wetlands is limited to the outer 25% of the buffer. [6.2.5.13.2]

C. Chapter 7 Shoreline Use and Modification – Policies and Regulations

1. Table 2. Shoreline Use Matrix. Public Art is added to the table as a permitted use in all shoreline environment designations except Natural and Marine Deepwater where it is prohibited. A related footnote (7) limits art to publicly owned lots or public right-of ways.
2. 7.22 Public Art – A new section is added.
 - a. 7.22.1 – Six policies are added addressing visual obstruction, location, no net loss, materials, coordination and consistency with other plans.
 - b. 7.22.2 Five regulations are added which:
 - i. limit the amount of impervious surface;
 - ii. require a landscape plan when clearing, grading or impervious surface are part of the proposal;
 - iii. require measures to ensure impacts on adjoining land uses are minimized;
 - iv. allow for associated amenities such as paths and benches; and
 - v. require the project meet no net loss standards of the master program.

Amendment History, Review Process

Gig Harbor has initiated this SMP amendment, in response to a proposal by the Public Works Department in January 2021, to accommodate public art along the City's shorelines. The City established a [website](#)¹ to post meeting information and draft documents. Due to the COVID-19 Pandemic, the City held public meetings in a virtual format using Zoom, including the Planning Commission meetings addressing this topic, beginning March 18, 2021 and continuing through April 29, 2021.

The record indicates the City completed a SEPA checklist and issued a Determination of Non-Significance (DNS) on April 13, 2021 for the proposed amendments to the SMP.

The City and Ecology held a joint local/state comment period on the proposed amendments following procedures outlined in WAC 173-26-104. The comment period began on April 6, 2021 and continued through May 6, 2021. A joint public hearing before the Planning Commission was held virtually via Zoom on May 6, 2021. Ecology staff was in attendance.

The City provided notice to local parties. Ecology distributed notice of the joint comment period to state interested parties on April 2, 2021² including separate notice, and an invitation for consultation, to the Muckleshoot Indian Tribe, Puyallup Tribe of Indians, Nisqually Indian Tribe and the Steilacoom Tribe.

The City accepted public comments on the proposed SMP amendment during the 30-day public comment period. Written and oral comments were received from six organizations/individuals.

¹ <https://www.cityofgigharbor.net/738/SMP-Public-Art-Regulation>

² A second notice was sent to all parties on April 5 correcting the time of the Public Hearing.

Four comments were submitted in support of the amendment, particularly as it relates to a proposed project to place the “Our Fisherman Our Guardian” welcoming figure. Two comments, from the Puyallup Historic Preservation Department and the Squaxin Cultural Resource Department, noted the high probability for cultural resources along Gig Harbor shorelines and requested any ground disturbance be monitored to ensure cultural resources are protected. City staff responded to these two comments during the hearing, indicating that an Inadvertent Discovery Plan is required if there are known cultural sites. No revisions to the SMP were proposed in response to comments.

The proposed SMP amendments were received by Ecology on May 10, 2021 for initial state review and verified as complete on May 11, 2021. This began Ecology’s review and initial determination.

Ecology Consideration of public comments

Ecology has reviewed all the comments received during the joint review process along with the City’s responses. Ecology finds the City’s responses are consistent with the statutory obligations for conducting periodic reviews, and notes that SMP Section 6.4 Historic, Cultural, Scientific and Educational Resources includes policies and regulations for addressing the preservation and protection of these resources.

Finding. Ecology finds the City considered whether to incorporate any amendments to reflect changed circumstances, new information, or improved data, as provided or raised during the comment period. The City determined, and Ecology concurs, that no additional amendments are warranted at this time based upon the significance of this information and the existing SMP provisions³.

Ecology recommended changes

Ecology has identified recommended changes to the SMP amendment for consideration by the City. These changes would help clarify the allowance of public art within the critical area buffer or vegetation conservation strip. Recommended changes are not required for consistency with the SMA or applicable guidelines, but are proposed for internal consistency and to improve implementation. These can be found in Attachment 1, items Rec-1 and Rec-2.

Findings. Ecology finds that the recommended changes, set forth in Attachment 1, Rec-1 and Rec-2, would be consistent with the policy and standards of RCW 90.58 and the applicable guidelines if implemented.

Consistency with Chapter 90.58 RCW

The proposed amendments have been reviewed for consistency with the policy of RCW 90.58.020 and the approval criteria of RCW 90.58.090(3), (4) and (5).

Consistency with applicable guidelines (Chapter 173-26 WAC, Part III)

The proposed amendments have been reviewed for compliance with the requirements of the applicable Shoreline Master Program Guidelines (WAC 173-26-171 through 251, and 173-26-020 definitions).

Findings. Ecology finds the proposed revisions are consistent with the policies of the Shoreline Management Act and the SMP Guidelines, including WAC 173-26-221 General Master Program Provisions and WAC 173-26-241 Shoreline Uses. The SMP includes general provisions addressing archaeological and historic resources and public access among others. In addition, the SMP has

³ WAC 173-26-090(3)(b)(iii)

established a system of use regulations, ensuring SMP provisions concerning development of property protect the public's health, safety and welfare, as well as the land and its vegetation and wildlife (WAC 173-26-241(2)(a)(ii)), giving preference to water-oriented uses.

INITIAL DETERMINATION

The following constitutes Ecology's written statement of initial concurrence, consistent with WAC 173-26-104(3)(b)(ii):

After review by Ecology of the complete record submitted and all comments received, Ecology has determined that the City's proposed amendment is consistent with the policy and standards of RCW 90.58.020 and RCW 90.58.090 and the applicable SMP guidelines (WAC 173-26-171 through 251 and .020 definitions).

Next Steps

Consider the recommended changes identified by Ecology. We anticipate being able to approve your SMP Periodic Review amendment after formal submittal is provided consistent with WAC 173-26-110.

ATTACHMENT 1 TO INITIAL DETERMINATION OF CONSISTENCY: ECOLOGY DRAFT CHANGES TO THE GIG HARBOR SHORELINE MASTER PROGRAM LOCALLY INITIATED AMENDMENT -
Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

5/24/2021

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline</u> -additions;- strike through- deletions]	ECOLOGY - DISCUSSION/RATIONALE
Rec-1	6.2.4 Regulations – Vegetation Conservation Strip	9. Public art consistent with Section 7.22 of this Program may be located in the required vegetation conservation strip or critical area buffer. All provisions of Subsection 6.2.4.4 above shall apply to the installation of Public Art. The area required for installation of the public art shall be applied to the maximum 15% clearing allowed for the marine vegetation conservation strip or critical area buffer as set forth in Subsection 6.2.4.4 above.	Recommended change: Deletion of the sentence is suggested to eliminate redundancy.
Rec-2	6.2.5.3 Critical Area Buffer Activity Allowance	1) Public access pursuant to subsection 6.2.4, and water-dependent activities or development pursuant to subsection 6.2.5 are allowed within the regulated vegetation conservation strip and are also allowed in the regulated critical area buffer provided the mitigation sequence has been followed and any remaining impacts have been mitigated to ensure there is no net loss of shoreline ecological functions. 2) <u>Public art, consistent with Section 7.22 and subsection 6.2.4, is allowed within the regulated vegetation conservation strip and the regulated critical area buffer provided the mitigation sequence has been followed and any remaining impacts have been mitigated to ensure there is no net loss of shoreline ecological functions. Encroachment into a Category I wetland buffer must be consistent with 6.2.5.13.2.</u>	Recommended change: Ecology recommends adding a new provision to this subsection to improve clarity about the allowance for public art within critical area buffers.

Carl Desimas

From: Katrina Knutson
Sent: Monday, April 19, 2021 9:52 AM
To: Carl Desimas; Kimberly Mahoney
Cc: Michelle Thomas
Subject: FW: Shoreline Master Plan Exemption
Attachments: Honoring Project Ltr.pdf

Exhibit D
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

Follow Up Flag: Follow up
Flag Status: Flagged

From: Tina Shoemaker <tinashoe@me.com>
Sent: Friday, April 16, 2021 12:15 PM
To: Katrina Knutson <kknutson@gigharborwa.gov>
Subject: Fwd: Shoreline Master Plan Exemption

Sorry I didn't get this too you the first time, Katrina - I had a bad address.

Tina Shoemaker

Begin forwarded message:

From: Tina Shoemaker <tinashoe@me.com>
Subject: Shoreline Master Plan Exemption
Date: April 16, 2021 at 12:10:40 PM PDT
To: Kit Kuhn <KuhnK@cityofgigharbor.net>, mayorandcouncil@cityofgigharbor.net
Cc: KKnutson@gigharborwa.net, JLanghelm@gigharborwa.gov

Please find attached a letter supporting the exemption to the Shoreline Master Plan for the "Our Fisherman our Guardian" welcoming figure. This letter was approved by the Gig Harbor Foundation Board of Directors at its meeting this morning. As one of the sources of funds for this project we support placement of the art work at the point in Austin Park for which it was designed and created. Please address any questions to NICK MARKOVICH, President Kiwanis Club of Gig Harbor 253-686-5090.

Thanks You,
Tina Shoemaker
Past-President
Kiwanis Club of Gig Harbor



April 16, 2021

Gig Harbor City Council

Copies to:

Katrina Knutson, City of Gig Harbor Community Director

Jeff Langhelm, City of Gig Harbor Public Works Director

RE: Placement of "Our Fisherman Our Guardian" welcoming figure

Dear Gig Harbor City Council Members:

The Kiwanis Club of Gig Harbor is an active member of the Honoring Project Committee. We support the creation of an exemption to the current Shoreline Master Plan.

Our club joined this group of local citizens when we committed funds from our Foundation to support creation and placement of a welcoming figure in Austin Estuary Park (now Austin Park). This was the largest commitment our club has made to any civic project in our history of over 50-years in Gig Harbor. Nick Markovich, the current Club President, and Tina Shoemaker, immediate Past President, actively participated in the creation of the RFP to seek a native-American artist, and the selection of the art work along with the Puyallup Tribe of Indians.

We have monitored the creation of the work and we have provided ongoing status updates to our club membership and along with the Honoring Committee to the City Council. The art work is now completed and work has started on the base on which the work will stand.

This work was designed and intended to be placed at the shoreline in Austin Park. It is site-specific both by design and by meaning. "Our Fisherman Our Guardian" will welcome all travelers from the sea to the community of Gig Harbor.

By this exemption, this welcoming figure can serve its intended purpose today and for the future.

Respectfully Submitted,
KIWANIS CLUB OF GIG HARBOR

A handwritten signature in blue ink, appearing to read 'Nick Markovich', written over a light blue horizontal line.

Nick Markovich, President



April 16, 2021

Gig Harbor City Council

Copies to:

Katrina Knutson, City of Gig Harbor Community Director

Jeff Langhelm, City of Gig Harbor Public Works Director

RE: Placement of "Our Fisherman Our Guardian" welcoming figure

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Respectfully Submitted,
KIWANIS CLUB OF GIG HARBOR

A handwritten signature in blue ink, appearing to read 'Nick Markovich', written over a horizontal line.

Nick Markovich, President

From: [Carl Desimas](#)
To: [Gary Williamson](#)
Cc: [Michelle Thomas](#)
Subject: RE: Shoreline Master Program Amendment: Public Art, Williamson Letter
Date: Tuesday, April 27, 2021 7:07:56 AM

Mr. Williamson,

Thank you for providing this comment and offering some very insightful background. We will file this comment within the record and provide it to the Planning Commission for their consideration at the upcoming hearing on May 6th. You will also be added to the interested parties list to receive future notices regarding the Shoreline Master Program Amendment we are currently processing. For your knowledge, the current amendment that is being proposed is not site specific. The amendment, if adopted, would apply to all publicly owned lots and public right-of-way within shoreline jurisdiction and the City of Gig Harbor municipal boundary line. If adopted, the amendment would provide policy and regulations for siting the project you have described in a location at Austin Estuary Park.

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).

-----Original Message-----

From: Gary Williamson <williamsongary51@gmail.com>
Sent: Thursday, April 22, 2021 7:48 PM
To: Gary Williamson <williamsongary51@gmail.com>; Lita Dawn Stanton <litadawn@comcast.net>; Linda Pitcher <lpitcher@aol.com>; Mark Anderson <maanderson2016@gmail.com>; Charlee Glock-Jackson <charlee@centurytel.net>; Tina Shoemaker <tinashoe@me.com>; Nick Markovich <markovichpc@comcast.net>; Carl Desimas <cDesimas@gigharborwa.gov>; tbrown6@comcast.net; David & Susan Winningham <susanwinni@msn.com>; Jeff Langhelm <JLanghelm@gigharborwa.gov>; Director <director@harborhistorymuseum.org>
Subject: Shoreline Master Program Amendment: Public Art, Williamson Letter

Dear City of Gig Harbor Hearing Examiner:

The Native Honoring Committee has been working for the past five years on a project to honor the indigenous people who once lived on the shores of Gig Harbor. By holding a series of meetings (with the Puyallup Tribal Council, Mayors of Gig Harbor, Gig Harbor City Council Members, Directors of the Harbor History Museum, and both the Gig Harbor Art Commission and Parks Commission) the Native Honoring Committee has helped to create wide acceptance of this project in the community.

The Committee requested (and received approval for) monetary donations from the City of Gig Harbor, the Gig Harbor Art Commission, the Puyallup Tribe of Indians, and the Kiwanis Club of Gig Harbor.

The project is a completed carved wooden sculpture of an indigenous person entitled "Our Fisherman, Our Guardian." The sculpture was created by Master Carver and Quinault Nation President Guy Capoean.

He also has ties to the Puyallup Indian Nation.

If an exemption is made for the siting of the sculpture, it will achieve the following public benefits:

1. the front of the sculpture will be visible from the water for viewing boaters of all types (boats, kayaks, canoes, stand-up paddleboards, and other watercraft), which will honor the historic location of the launching and landing of native canoes;
2. the sculpture will be visible for pedestrians along both Harborview Drive NW and Harborview Drive North;
3. the sculpture will be visible from both the Harbor History Museum and the Twalwacut Trail;
4. the sculpture will provide a second educational site for school children to visit when they come to the museum to learn about the one-hundred-year-old Midway School; students will be also now be able to visit "Our Fisherman, Our Guardian," and learn about history of the indigenous people who lived on the Twalwacut Estuary site since time immemorial.

It is my belief that each of these benefits would be diminished if the sculpture is not located near the historic site where canoes first were launched into the harbor.

I request that the site location -- and the waiver to make it happen -- be approved.

Thank you.

Gary Williamson
Chairman, Honoring Project Committee

From: [Carl Desimas](#)
To: [Michelle Thomas](#)
Cc: [Katrina Knutson](#); [Kimberly Mahoney](#)
Subject: FW: Request for Comments - DNS - PL-SEPA-21-0003 - Shoreline Master Program Amendment: Public Art
Date: Monday, April 26, 2021 7:34:38 AM

Hi Michelle,

Please record the message below as public comment for the SMP Public Art Amendment and add to the Interested Parties List. I will respond to the Winningshams today at some point.

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

-----Original Message-----

From: Susan & David Winningham <susanwinni@msn.com>
Sent: Saturday, April 24, 2021 3:13 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Cc: Gary Williamson <williamsongary51@gmail.com>; Thomas Brown <tbrown6@comcast.net>
Subject: Request for Comments - DNS - PL-SEPA-21-0003 - Shoreline Master Program Amendment: Public Art

Dear Mr de Simas,

This letter is being sent in response to the subject Request for Comments on the Shoreline Master Program Amendment: Public Art.

We as residents of Gig Harbor fully support the approval of this amendment.

We strongly believe that the native honoring sculpture described in Mr. Williamson's attached letter needs to be located in a place of honor that will be readily visible and visited by all persons in the Harbor. The time has come to honor the first inhabitants of this beautiful area that we all now call home. Significant efforts by organizations and individuals representing our community attest to the broad support of this project.

Joining in this effort has become an endeavor of our whole family as we have jointly agreed to sponsor a park bench to be erected near the native honoring sculpture. This will be a place for us to remember our friends and loved ones and a place for all comers to sit, relax, and enjoy. We already have City approval to place our bench at the Twalwacut Estuary site with a bronze plaque stating "Treasure Your Family And Friends, They Are What Make Your Life Rich."

We thank you and the Planning Commission for considering our input and look forward to being able to sit on our family bench and enjoy our beautiful Harbor while remembering the indigenous people of this area and our family and friends.

Sincerely your neighbors,
David & Susan Winningham
6780 Weather Glass Lane
Gig Harbor, WA 98335
Cell: 206-851-7308

> On Apr 22, 2021, at 7:48 PM, Gary Williamson <williamsongary51@gmail.com> wrote:

> Dear City of Gig Harbor Hearing Examiner:

>

> The Native Honoring Committee has been working for the past five years
> on a project to honor the indigenous people who once lived on the
> shores of Gig Harbor. By holding a series of meetings (with the
> Puyallup Tribal Council, Mayors of Gig Harbor, Gig Harbor City Council
> Members, Directors of the Harbor History Museum, and both the Gig
> Harbor Art Commission and Parks Commission) the Native Honoring
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>

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>

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> Drive NW and Harborview Drive North;

>

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>

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> -- be approved.

>

> Thank you.

>

> Gary Williamson

> Chairman, Honoring Project Committee

Carl Desimas

From: Shaun Dinubilo <sdinubilo@squaxin.us>
Sent: Monday, April 19, 2021 8:41 AM
To: Carl Desimas
Subject: Re: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Follow Up Flag: Follow up
Flag Status: Completed

Hello Carl,

Thank you for contacting the Squaxin Island Tribe Cultural Resources Department regarding the above listed project for our review and comment. Due to shorelines being high potential areas for cultural resource sites, we have a questions regarding the general idea of placing public art in vegetation conservation areas.

1. Public art can range in scale from large to small scale displays, is a they're going to be a review process to determine if the public art display will impact cultural resources?



Shaun Dinubilo
Archaeologist
Cultural Resource Department
Squaxin Island Tribe
200 S.E. Billy Frank Jr. Way
Shelton, WA 98584
Office Phone: 360-432-3998
Cell Phone: 360-870-6324
Email: sdinubilo@squaxin.us

As per 43 CFR 7.18[a][1]) of the Archaeological Resource Protection Act, Section 304 of the National Historic Preservation Act, and RCW 42.56.300 of the Washington State Public Records Act-Archaeological Sites, all information concerning the location, character, and ownership of any cultural resource must be withheld from public disclosure.

From: Michelle Thomas <mthomas@gigharborwa.gov>
Sent: Wednesday, April 14, 2021 9:37 AM
To: Michelle Thomas <mthomas@gigharborwa.gov>
Cc: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Please see attached Notice of Nonsignificance for your review and comment.
Location: Non Site Specific

PROPOSAL: The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation area of certain shoreline designations. The allowance would be relative to publicly owned parcels only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

COMMENT DEADLINE: 5:00 PM April 28, 2021

The City of Gig Harbor will not act on this proposal for at least 14 days from the date of issuance of this notice. If your agency has any comments on this proposal, please send them to Carl de Simas, Senior Planner, City of Gig Harbor, Planning Division, 3510 Grandview Street, Gig Harbor, Washington, 98335; (253) 851-6170
Agency comments must be received by no later than Wednesday, **April 28, 2021** for consideration.

Michelle Thomas

City of Gig Harbor | Planning Technician

Planning Division

Phone: 253.851.6170

Direct Phone: 253.853.8255

3510 Grandview Street, Gig Harbor, WA 98335

City Hall will be closed until further notice due to the on-going restrictions in effect caused by the COVID-19 pandemic. Once a decision to re-open City Hall has been made, it will be announced in advance to our community, its residents and businesses. 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).



"THE MARITIME CITY"

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a government entity may be disclosable to third party requesters under the Public Records Act.

Carl Desimas

From: Carl Desimas
Sent: Monday, April 19, 2021 3:43 PM
To: Shaun Dinubilo
Cc: Michelle Thomas; Van Zwalenburg, Kim (ECY); Kimberly Mahoney
Subject: RE: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Hi Shaun,

Thank you for your inquiry. Yes, we are proposing regulations and policies relative to a review process for such proposals. Please see “Exhibit 4” found on our information page for the proposed amendment: [Shoreline Master Program Amendment – Public Art Regulation | Gig Harbor, WA \(cityofgigharbor.net\)](http://cityofgigharbor.net/Shoreline-Master-Program-Amendment-Public-Art-Regulation)

The City of Gig Harbor Planning Commission will be holding a Public Hearing on May 6th to hear from the public regarding these proposed regulations. A notice of this hearing will be provided two weeks prior to the hearing.

I hope this answers your questions. If not, I am happy to discuss further.

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

From: Shaun Dinubilo <sdinubilo@squaxin.us>
Sent: Monday, April 19, 2021 8:41 AM
To: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Re: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art



Hello Carl,

Thank you for contacting the Squaxin Island Tribe Cultural Resources Department regarding the above listed project for our review and comment. Due to shorelines being high potential areas for cultural resource sites, we have a questions regarding the general idea of placing public art in vegetation conservation areas.

1. Public art can range in scale from large to small scale displays, is a they're going to be a review process to determine if the public art display will impact cultural resources?



Shaun Dinubilo
Archaeologist
Cultural Resource Department
Squaxin Island Tribe
200 S.E. Billy Frank Jr. Way
Shelton, WA 98584
Office Phone: 360-432-3998
Cell Phone: 360-870-6324
Email: sdinubilo@squaxin.us

As per 43 CFR 7.18[a][1]) of the Archaeological Resource Protection Act, Section 304 of the National Historic Preservation Act, and RCW 42.56.300 of the Washington State Public Records Act-Archaeological Sites, all information concerning the location, character, and ownership of any cultural resource must be withheld from public disclosure.

From: Michelle Thomas <mthomas@gigharborwa.gov>
Sent: Wednesday, April 14, 2021 9:37 AM
To: Michelle Thomas <mthomas@gigharborwa.gov>
Cc: Carl Desimas <cDesimas@gigharborwa.gov>
Subject: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Please see attached Notice of Nonsignificance for your review and comment.

Location: Non Site Specific

PROPOSAL: The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation area of certain shoreline designations. The allowance would be relative to publicly owned parcels only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

COMMENT DEADLINE: 5:00 PM April 28, 2021

The City of Gig Harbor will not act on this proposal for at least 14 days from the date of issuance of this notice. If your agency has any comments on this proposal, please send them to Carl de Simas, Senior Planner, City of Gig Harbor, Planning Division, 3510 Grandview Street, Gig Harbor, Washington, 98335; (253) 851-6170
Agency comments must be received by no later than Wednesday, **April 28, 2021** for consideration.

Michelle Thomas

[City of Gig Harbor](#) | Planning Technician
Planning Division
Phone: 253.851.6170
Direct Phone: 253.853.8255
3510 Grandview Street, Gig Harbor, WA 98335

City Hall will be closed until further notice due to the on-going restrictions in effect caused by the COVID-19 pandemic. Once a decision to re-open City Hall has been made, it will be announced in advance to our community, its residents and businesses. 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).



"THE MARITIME CITY"

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a government entity may be disclosable to third party requesters under the Public Records Act.

Carl Desimas

From: Brandon Reynon <Brandon.Reynon@PuyallupTribe-nsn.gov>
Sent: Wednesday, April 14, 2021 11:11 PM
To: Carl Desimas; Michelle Thomas
Subject: Re: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Follow Up Flag: Follow up
Flag Status: Completed

The Puyallup Tribe Historic Preservation Department would just comment that these areas of the Gig Harbor shoreline are areas of high probability for impacting cultural resources, so any art that is requiring ground disturbance would need to be monitored by an archaeologist to ensure cultural resources are not impacted.

Brandon Reynon
Assistant Director/Tribal Historic Preservation Officer
Historic Preservation Department
Puyallup Tribe
253-573-7800

From: Michelle Thomas <mthomas@gigharborwa.gov>
Sent: Wednesday, April 14, 2021 9:37 AM
To: Michelle Thomas
Cc: Carl Desimas
Subject: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Please see attached Notice of Nonsignificance for your review and comment.

Location: Non Site Specific

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Michelle Thomas

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Carl Desimas

From: Carl Desimas
Sent: Tuesday, April 20, 2021 10:35 AM
To: Brandon Reynon; Michelle Thomas
Cc: Van Zwahlenburg, Kim (ECY); Kimberly Mahoney
Subject: RE: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Mr. Reynon,

Thank you very much for providing this comment. We have added it to the record, provided it to the WA State Department of Ecology, and added the Puyallup Tribe to our interested parties list. The comment will also be provided to the City of Gig Harbor Planning Commission for consideration at the upcoming hearing on May 6th, 2021.

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

From: Brandon Reynon <Brandon.Reynon@PuyallupTribe-nsn.gov>
Sent: Wednesday, April 14, 2021 11:11 PM
To: Carl Desimas <cDesimas@gigharborwa.gov>; Michelle Thomas <mthomas@gigharborwa.gov>
Subject: Re: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art



The Puyallup Tribe Historic Preservation Department would just comment that these areas of the Gig Harbor shoreline are areas of high probability for impacting cultural resources, so any art that is requiring ground disturbance would need to be monitored by an archaeologist to ensure cultural resources are not impacted.

Brandon Reynon

Assistant Director/Tribal Historic Preservation Officer

Historic Preservation Department

Puyallup Tribe

253-573-7800

From: Michelle Thomas <mthomas@gigharborwa.gov>

Sent: Wednesday, April 14, 2021 9:37 AM

To: Michelle Thomas

Cc: Carl Desimas

Subject: Request for Comments – DNS – PL-SEPA-21-0003 – Shoreline Master Program Amendment: Public Art

Please see attached Notice of Nonsignificance for your review and comment.

Location: Non Site Specific

PROPOSAL: The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation area of certain shoreline designations. The allowance would be relative to publicly owned parcels only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

COMMENT DEADLINE: 5:00 PM April 28, 2021

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Agency comments must be received by no later than Wednesday, **April 28, 2021** for consideration.

Michelle Thomas

[City of Gig Harbor](#) | Planning Technician

Planning Division

Phone: 253.851.6170

Direct Phone: 253.853.8255

3510 Grandview Street, Gig Harbor, WA 98335

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Exhibit E
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

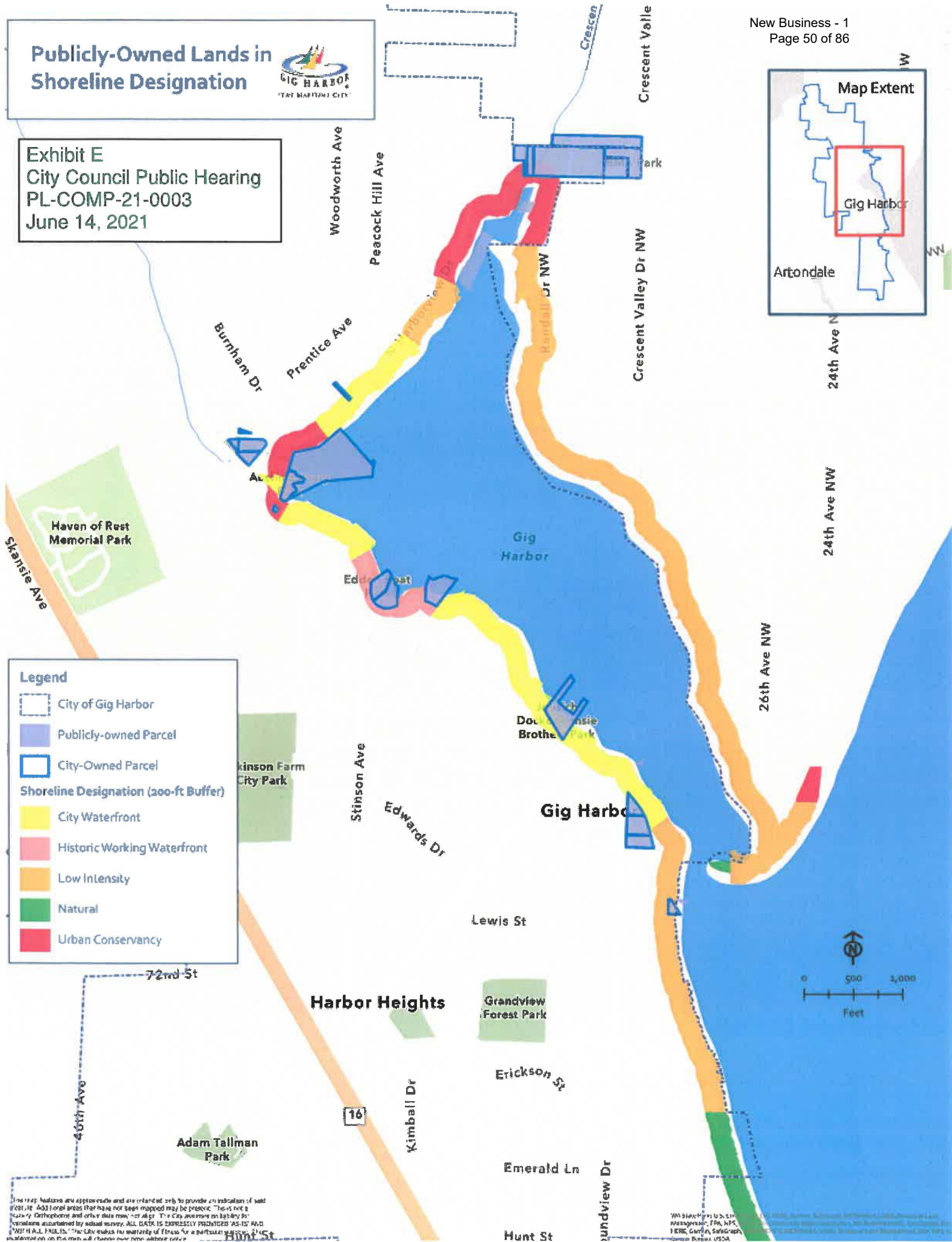


Exhibit F
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

March 25, 2021

PL-COMP-21-0003

Shoreline Master Program Amendment: Public Art

City of Gig Harbor Comprehensive Plan (Adopted 2018): Survey of Goals Supporting Public Art in the Shoreline Jurisdiction

The Harbor Element

City Properties & Parks

GOAL 3.5: Establish and manage a well-balanced system of public properties along the waterfront of The Harbor to meet the needs and desires of the community.

3.5.2. Develop existing publicly owned shoreline properties to provide additional public access where appropriate. Create a mixture of active and passive recreational uses that do not intrude on the natural features of the shoreline or the residential neighborhoods.

3.5.4. Maintain that publicly owned parks are available for public use and uses that provide the greatest public benefit of citizens and visitors alike.

Cultural Heritage

GOAL 3.9: Support and enhance recognition of the cultural heritage of The Harbor.

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

3.9.3. Identify and incorporate significant historic and cultural lands, sites, artifacts, and facilities into the public waterfront.

3.9.4. Support the development of collaborative educational programs that focus on The Harbor's cultural heritage.

3.9.5. Support the efforts of organizations which provide cultural programs and activities to the public.

3.9.7. Support and promote the signage of landmarks to educate the public on Gig Harbor's culture and history.

PROS Element

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

RECREATIONAL PROGRAMS

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

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

HISTORIC RESOURCES

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

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

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

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

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

for creative expression.

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

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



Exhibit G
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

Determination of Nonsignificance (DNS)
W.A.C. 197-11-970

Environmental Review Application No.: PL-SEPA-21-0003

Parcel Number: No parcel number – Proposal is not site-specific

Action: Shoreline Master Program Amendment: Public Art

Proposal: The proposal is a non-project, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation area of certain shoreline designations. The allowance would be relative to publicly owned parcels only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

Location: This is a non-project, legislative action and therefore not site-specific.

Proponent: City of Gig Harbor, Public Works Department, 3510 Grandview Street, Gig Harbor, WA 98335

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of this document.
Comments must be submitted by April 28, 2021.

Any interested person may appeal the adequacy of this SEPA Threshold Determination to the Gig Harbor City Council pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within 7 days after the end of the comment period, or May 5,

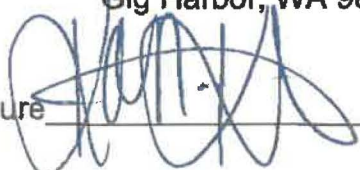
2021, which ever is later. The written appeal must be submitted with a filing fee of three hundred dollars (\$312.00).

Contact: Carl de Simas, Senior Planner; Phone: (253) 851-6170

Responsible Official: Katrina Knutson, AICP
Position Title: Community Development Department Director
Phone: (253) 851-6170

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Signature

A handwritten signature in blue ink, appearing to be 'Katrina Knutson', written over a horizontal line.

Date: April 13, 2021

**City of Gig Harbor
Transmittal Form**

Routing for: NOA **SEPA** NOPH NOPM NOD **Notice Date:** 04.14.2021
Project: SMP Amendment - Public Art **Planner:** Carl

Routed to: ☐ Public Works–Operations ☐ Building and Fire Safety
City Depts. ☐ Public Works–Engineering ☐ Other _____

SEPA Agencies: ☐ Washington Department of Ecology, SEPA Register
(NOA, SEPA) ☐ Washington Department of Commerce
Electronic Mail ☐ Pierce Transit Land Use Review
☐ Washington State Department of Fish & Wildlife
☐ Washington State Department of Natural Resources
☐ Washington State DAHP
☐ Puyallup Tribe of Indians Historic Preservation
☐ Puyallup Tribe Cultural Resources
☐ PenMet Parks
☐ Gig Harbor Fire & Medic One
☐ Suquamish Tribe
☐ Peninsula School District
☐ Pierce County Planning and Land Services
☐ Washington State Department of Transportation, attn: OR-SEPA-REVIEW
☐ Squaxin Island Tribe
☐ Muckleshoot Tribe
☐ Washington Department of Corrections
☐ Puget Sound Partnership
☐ Nisqually Tribe
☐ Peninsula Light Company
Other Parties: ☐ Applicant/Owner/Agent (NOA, NOPH, NOPM, SEPA, NOD)
1st Class Mail ☐ DRB (NOA for Non-residential, Multi-family, Subdivisions, Public Projects)
☐ Parks Commission via Terri Reed (NOA)
☐ Property Owners within 300 feet of site: attached list (NOA, SEPA, NOPH, NOPM, NOD for Type II permits only)
☐ Parties of Record: attached list (NOPH, NOPM, NOD)
☐ Pierce County (NOA for Plats adjacent to City Limits)
☐ Pierce County Assessor-Treasurer (NOD)
☐ WA Transportation Secretary (NOA for Plats adj. to State ROW, or within 2 miles of Airport—approximately any plats south of Pioneer/Wollochet interchange)
☒ Other Tacoma News Tribune

CERTIFICATION OF PUBLIC NOTICE

=====

DECLARATION OF PUBLISHING

I, Michelle Thomas (printed name), declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct to the best of my knowledge:

On April 13, 2021 I sent a true and correct copy of the **Notice of Determination of Nonsignificance** for publication in the **April 14, 2021** edition of the Tacoma News Tribune for the following:

Project Name: **Shoreline Master Program Amendment: Public Art**

Project Location: **City Wide**

Permit Number(s): **PL-COMP-21-0003 & PL-SEPA-21-0003**

SIGNED at Gig Harbor, Washington, this 14th day of April, 2021.

Michelle Thomas

DECLARANT (signature)

From: [The Legals Adportal](#)
To: [Michelle Thomas](#)
Subject: Thank you for placing your order with us IPL0019145
Date: Tuesday, April 13, 2021 12:11:22 PM
Attachments: [IPL00191450.pdf](#)

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number: **IPL0019145**
Classification: **Legals & Public Notices**
Package: **TAC - Legal Ads**
Order Cost: **\$278.07**

Account Details

CITY OF GIG HARBOR IP
3510 GRANDVIEW ST
GIG HARBOR, WA 98335-1214
253-851-8136
noemail@noemail.com
CITY OF GIG HARBOR

Schedule for ad number IPL00191450

Wed Apr 14, 2021
The News Tribune *All Zones*
(Tacoma)

NOTICE OF DETERMINATION OF NONSIGNIFICANCE

The City of Gig Harbor issued a Determination of Nonsignificance (DNS) under the State Environmental Policy Act Rules (Chapter 197-11-WAC) for the following project:

**Application PL-SEPA-21-0003
- Shoreline Master Program
Amendment: Public Art**

The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation area of certain shoreline designations. The allowance would be relative to publicly owned parcels only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

After review of a completed environmental checklist and other information on file with the agency, the City of Gig Harbor has determined the above proposal will not have a probable significant adverse impact on the environment.

Copies of the DNS are available at no charge from the City of Gig Harbor Community Development Department, 3510 Grandview Street, Gig Harbor, WA 98335. Telephone: (253) 851-6170.

A public hearing on the proposed project is tentatively scheduled before the City of Gig Harbor Hearing Examiner on May 6, 2021 at 6:00 pm via virtual meeting. The public is invited to comment on this DNS at the public hearing, or by submitting written comments to the above address no later than **April 28, 2021**. The deadline for appealing the final SEPA Threshold Determination is **May 5, 2021**.

W00000000
Publication Dates



Exhibit H
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

TO: Planning Commission

FROM: Carl de Simas, Senior Planner
Planning Division

SUBJECT: Periodic Review and Public Art Amendment – Gig Harbor Shoreline Master Program – Overview and Status

DATE: March 12, 2021

At the upcoming Planning Commission meeting on March 18, 2021, staff will provide the Commission, with an overview of the purpose for the city's Shoreline Master Program (SMP) Periodic Review amendment process, a review of the draft amendments reviewed and tentatively approved by the Commission to date, and a discussion on the status of remaining draft amendments. Staff will also address the remaining key milestones in the city's review and adoption of the amendments.

In this regard, staff would note that to date the Commission has met five times to discuss the SMP periodic review and the amendments to the existing, adopted SMP proposed by staff. Those meetings occurred on November 15, 2018, February 7, 2019, March 7, 2019, April 4, 2019, and July 18, 2019. At the meetings, staff provided an overview of the SMP periodic review process and reviewed draft non-critical area and critical area amendments, respectively.

Included in the Commission's packet for this meeting is the November 8, 2018 staff memorandum that addresses the purpose of the periodic review. Also included is the Periodic Review Checklist and Summary of Periodic Review Rules prepared by the Department of Ecology (Ecology) that identifies proposed amendments to the SMP, draft non-critical area amendments (Chapters 1, 2, 6, 7, & 8) previously reviewed by the Commission at its March 7, 2019 meeting and critical area amendments (Chapter 6) reviewed at its April 4, 2019 meeting.

Remaining amendments, related to the periodic review, proposed to the SMP that require Planning Commission review will address revisions to the SMP's critical area regulations (wetlands, streams and critical fish & wildlife habitat area regulations) that will align it with separate, required amendments to the city's Flood Hazard Construction Standards Ordinance (Gig Harbor Municipal Code Chapter 18.10) that address FEMA-designated Special Flood Hazard Areas and the review of development activities within those designated areas.

Since that last time the Planning Commission reviewed and discussed the SMP Periodic Update, another amendment to the SMP has been proposed. This new amendment is relative to permitting public art on public property within the Shoreline Jurisdiction. City Staff has been discussing this amendment with the Department of Ecology (ECY) and found that other jurisdictions have made such an allowance within their master programs and that it should be tenable for the City to do so as well. In your packets, you will find application materials from the City's Public Works Department proposing such an amendment.

Finally, the City Council has approved a consultant services contract with a firm called Grette and Associates to help staff and the Commission through the final stages of the Periodic Update and the Public Art Amendment. Staff has met with Grette to discuss next steps. To begin, Grette will be reviewing the record of updates and amendments already reviewed by the Commission and ECY to ensure nothing has been missed; and, they will be reviewing the remaining amendments related to consistency with the Flood Hazard Construction Standards to determine what we will need to bring back to the Commission for review.

Should you have any questions, please contact me at 253-853-7628. Thank you.



Staff Memorandum

TO: Planning Commission

FROM: Carl de Simas, Senior Planner
Planning Division

SUBJECT: Shoreline Master Program Amendment: Public Art
Study Session #1: April 1, 2021

DATE: March 25, 2021

At the upcoming Planning Commission meeting on April 1, 2021, the Planning Commission will be studying proposed amendments to the Shoreline Master Program related to recognizing Public Art as a permitted use in certain Shoreline Environmental Designations.

As discussed at the introduction to this amendment on March 18th, the purpose of this proposal is to permit public art, on publicly owned property, within areas of the City governed by the Shoreline Master Program (SMP). To that end, the City's Public Works Department has applied for an amendment to the SMP that would allow Public Art as a permitted use within the shoreline designation. In order to permit such a use, guidelines and regulations must be incorporated into the SMP stipulating siting requirements while ensuring that ecological functions, and other requirements of the SMP, are not compromised through this allowance. Exhibits 1 and 2, enclosed, represent the initial amendment and support as proposed by Public Works. These are two of the same documents presented to the Commission on March 18th. Exhibit 3 provides a spatial analysis of those publicly owned properties that this amendment, if adopted, would apply to currently.

Planning Staff have reviewed the proposed amendment and have drafted alternative language that incorporates some of what Public Works has proposed; and, also considers some of what the Planning Commission discussed on March 18th. We present that to you here, as Exhibit 4. This exhibit is excerpted from the full chapters of the SMP. At the study session on April 1st, staff will have the full chapters available for review during the discussion for better context. Exhibit 5 is a brief survey of the City's adopted Comprehensive Plan that includes some goals in support of the inclusion of Public Art as a permitted use within the SMP.

As a reminder of what was discussed on March 18th, please review the following bulleted list of questions and concerns staff recorded from that evening:

- Defining “art”:
 - Should murals be included in the definition?
 - We should define the term very broadly, recognizing that art means something different to everyone AND that numerous individual structures may be considered one piece of “art” (important for how we consider limiting the number of art pieces per parcel)
- Adding language on art to SMP 7.17 seems to confuse/convolute the process. Seemed to be more support for the clarity of creating SMP 7.22, it would aid in avoiding misinterpretation
- We need to regulate in a manner that enables us to avoid a proliferation of art in the shoreline
 - Regulate size of piece? Size based on percentage of parcel size...does that work on large sites? Regulate number of art pieces (see trouble with this in how we define “art”)?
- Questioned whether a “water-dependent” for public art is appropriate
- Borrow on the mistakes/lessons learned of other jurisdictions who have adopted similar language
- Permitting needs to integrate “intense scrutiny” to ensure a thoughtful contribution to the sensitive and limited waterfront in GH. Process to involve a Committee’s input? Council approval? Etc.
- Should tie the art to the cultural history of Gig Harbor
- Consider regulating the depth of an installation when so close to the OHWM
- Some discomfort with including an exemption
- Questions about why art would lose its value if it were placed outside of the buffer or, at least, further from OHWM

Lastly, Planning Staff has been working closely with Grette and Associates, contract biologist, who has been offering advice and suggestions. They are also working on a survey of other jurisdictions who might have similar regulations for comparative purposes. If we have that survey prior to April 1st, we will share it with the Commission or bring it to the study session for consideration.

Should you have any questions, please contact me at 253-853-7628. Thank you.

Exhibit List:

- Exhibit 1: Applicant Proposed Amendments, dated “RECEIVED” January 21, 2021
- Exhibit 2: Applicant Written Statement, dated “RECEIVED” February 4, 2021
- Exhibit 3: Map: Publicly owned Lands in Shoreline Designation
- Exhibit 4: Staff Recommended Amendments, dated March 25, 2021
- Exhibit 5: Survey of Comprehensive Plan Goals, dated March 25, 2021



Staff Memorandum

TO: Planning Commission

FROM: Carl de Simas, Senior Planner
Planning Division

SUBJECT: Shoreline Master Program Amendment: Public Art
Study Session #2: April 15, 2021

DATE: April 8, 2021

At the upcoming Planning Commission meeting on April 15, 2021, the Planning Commission will be studying proposed amendments to the Shoreline Master Program (SMP) related to recognizing Public Art as a permitted use in certain Shoreline Environmental Designations.

At the Planning Commission's previous meeting on April 1st, staff introduced recommended amendments to Chapter's 2, 6 and 7 of the SMP. These recommendations were presented as an amalgam of the applicant's proposal, findings from other jurisdiction's codes, Grette and Associates recommendations, and thoughts from the Planning Commission's discussion around the topic on March 18, 2021.

During the study session on April 1st, the Planning Commission asked several questions and brought up a few points that needed some additional study. Staff has since studied those items and have made some changes to the staff recommended amendments as a result. The two items in question are:

1. Should murals be included in the definition of Public Art (Chapter 2 SMP)?
2. Location feasibility is a consideration for permitted uses in wetland buffer areas (Subsection 6.2.5.13.1). Does this create an issue for allowing public art within the buffer area?

Item #1

The Planning Commission noted that murals do not seem to fit into the same category of art as sculptures, statues, and the like. An applicant would have a difficult time quantifying an area for siting a mural as the mural would be placed on an existing structure, or a new structure that

would require permitting of its own. In other words, the mural and structure would be considered separately. Murals outside of the shoreline jurisdiction, currently, are considered under the sign code if their content is of a commercial nature. Otherwise, they are considered under the City's Design Manual – color being the relative regulatory instrument. Therefore, if a mural were proposed within the shoreline jurisdiction, it would be allowed under current code if the structure were legally established and it met the approval criteria of the relative code sections.

For Planning Commission's consideration, Staff proposes the following amendment to the draft definition:

Public Art

"Public Art" means original works of visual art that have been created with the specific intent to be displayed in public spaces for community enjoyment and education. These include but are not limited to sculptures, statues, interpretive displays, murals, and memorials intended to reflect the City's historical and/or cultural significance to the community.

Item #2

Subsection 6.2.5.13, Wetlands – Permitted Uses in Buffer Areas, states the following:

- 1) *The following activities are permitted within the wetland buffer; provided, that no other location is feasible; the location of such facilities will not degrade the functions and values of the wetland; any impacts are mitigated through the requirements of Section 6.2.5:*

The subsection goes on to list items that are allowed within the buffer area including any limitations or regulation relative to the particular item. Staff had initially added public art to this list of allowances. However, the Planning Commission noted that other feasible locations would need to be considered on the site which could be problematic for a public art proposal. The subsequent discussion led to the idea that public art should be considered differently in that, by definition, it is meant to reflect the City's historical or cultural significance to the community. In this way, placement of the public art installation matters and should be provided some weight as long as ecological functions and mitigation are still factored into the proposal.

For the Planning Commission's consideration, staff removed public art from Subsection 6.2.5.13.1 and created a new subsection relative specifically to public art:

6.2.5.13 Wetlands – Permitted Uses in Buffer Areas

- 2) Public art is permitted within the wetland buffer; provided, that the location of such public art will not degrade the functions and values of the wetland, and any impacts are mitigated through the requirements of Section 6.2.5. In the case of Category I wetlands, the minimum distance from the wetland edge is not less than 75 percent of the Category I buffer width

established in Section 6.2.5.10. Public art subject to this provision is permitted only when consistent with Chapter 7.22.

As part of your packet, we have included the amended versions of Chapters 2, 6, and 7 of the SMP. This should help provide the full context of the amendments when preparing for the discussion.

Should you have any questions, please contact me at 253-853-7628. Thank you.



Staff Memorandum

TO: Planning Commission

FROM: Carl de Simas, Senior Planner
Planning Division

SUBJECT: Shoreline Master Program Amendment: Public Art
Study Session #3: April 29, 2021

DATE: April 27, 2021

At the upcoming Planning Commission Special Meeting on April 29, 2021, the Planning Commission will be studying additional proposed amendments to the Shoreline Master Program (SMP) related to recognizing Public Art as a permitted use in certain Shoreline Environmental Designations.

At the Planning Commission's previous meeting on April 15th, staff introduced two recommended amendments to the draft language in Chapter's 2 and 6 of the SMP. These recommendations were relative to the draft Public Art definition and permitted uses in a wetland buffer. During the discussion on these items, Commissioners asked staff to consider amending the definition to include some elements of a proposed definition presented by the Commission Chair. Of particular interest to the Commission was the idea of including mention of a public process to the definition. Also, staff was asked by the applicant to consider adding the public right-of-way as an allowed location for public art, which was briefly presented to the Commission.

As directed, Staff studied the definition for Public Art and the addition of allowing public art within the public right-of-way. For Planning Commission's consideration, Staff proposes the following amendment to the draft definition:

Public Art

"Public Art" means original works of visual art that have been created **through a public process** with the specific intent to be displayed ~~in~~ **on publicly-owned lots and in public right-of-way spaces** for community ~~the general public's~~ enjoyment and education. These include but are not limited to sculptures, statues, interpretive displays, and memorials intended to reflect the City's historical or cultural significance to the community.

At the study session on April 15th, staff also proposed the idea of incorporating the public right-of-way into the definition of public art and including it as an allowed location for public art within the shoreline jurisdiction. Staff has reviewed the idea and has found that it is feasible. The attached exhibit incorporates all of the staff recommended amendments to the SMP, including where the public right-of-way has been incorporated.

Lastly, the Department of Ecology has reviewed an earlier draft of the Staff Recommendation and provided some comment and feedback. Most of what was noted in that review had already been caught and amended to, at least, closely resemble their recommendations. One of note, however, is relative to the policy language proposed under 7.22.1.B. Here are the suggested edits:

7.22.1 Policies

B. Location

~~Give preference to~~ ***Encourage the placement of*** public art ***in combination with public access viewpoints*** ~~located on or near the shoreline to facilitate~~ ***and enhance*** ~~the public's ability to reach and enjoy the water's edge and to view the water and the shoreline. Where appropriate, public art should be dispersed along the shoreline to support the public's recreational or beach access and aesthetic enjoyment of the shoreline.~~

Should you have any questions, please contact me at 253-853-7628. Thank you.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

New Business - 1
Exhibit 1 Page 68 of 86
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

03/25/2021

Mr. Carl de Simas
Senior Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98332

Sent Via Electronic Mail

Re: City of Gig Harbor--2021-S-2502--60-day Notice of Intent to Adopt Amendment

Dear Mr. de Simas:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Shoreline Master Program – Public Arts Regulation 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 City’s shoreline jurisdiction.

We received your submittal on 03/24/2021 and processed it with the Submittal ID 2021-S-2502. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 05/23/2021.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Anne Fritzel, (360) 725-3064.

Sincerely,

Review Team
Growth Management Services

Gig Harbor Shoreline Master Program Locally Initiated Amendments

Joint Public Comment Period: April 6, 2021 – May 6, 2021

Joint Public Hearing: May 6, 2021

Gig Harbor (City) and Washington State Department of Ecology (Ecology) are seeking comments on the City's Shoreline Master Program (SMP) proposed SMP amendments. Authority for the amendment is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. The locally initiated amendments were developed by the City to address the placement of public art in shoreline jurisdiction. The City has elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period will occur during the state review process. Comments provided to the City will be reviewed by both the City and Ecology. Duplicates are not necessary.

Comments may be submitted by email to: cDesimas@gigharborwa.gov

Or by mail to: City of Gig Harbor, c/o Carl de Simas, 3510 Grandview Street, Gig Harbor, WA 98335

Comments are due by May 6, 2021, at 5:00 p.m. Comments can also be made during the Public Hearing noted below.

Joint Public Hearing to be held remotely via Zoom on May 6, 2021, at 6:00 p.m.

Hearing information will be posted on the City's Meetings page:

<http://www.cityofgigharbor.net/Calendar.aspx?EID=1457&month=5&year=2021&day=6&calType=0>

Documents are available for review at the City's webpage:

Web: <https://www.cityofgigharbor.net/733/2021-Comprehensive-Plan-Docket> (See PL-COMP-21-0003)

At the conclusion of the comment period, the City will prepare a response to comments and determine if changes are needed. Public comments and City responses will be shared with Ecology. After local adoption, the SMP amendment will be formally submitted to Ecology for final decision per [WAC 173-26-104](#) and [WAC 173-26-110](#). Ecology will review amendments for consistency with state laws and rules and decide whether to approve the program as adopted or recommend changes.

If you have questions for Ecology, contact [Kim Van Zwahlenburg](#), Senior Shoreline Planner, at (360) 407-6520.

ADA accommodation: 360-407-6831

Relay Service: 711

TTY: 877-833-6341



COMMUNITY DEVELOPMENT
PLANNING DIVISION

CITY OF GIG HARBOR and DEPARTMENT OF ECOLOGY

NOTICE OF JOINT PUBLIC HEARING

Shoreline Master Program Amendment: Public Art

Permit Number(s):	PL-COMP-21-0003 & PL-SEPA-21-0003
Date of Notice:	April 29, 2021
Applicant:	City of Gig Harbor Public Works Department 3510 Grandview Street Gig Harbor, WA 98335
Project Location:	City-wide Amendment
Project Description:	The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation strip of certain shoreline designations and critical area buffers. The allowance would be relative to publicly owned parcels and public right-of-way only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.
SEPA Threshold Determination:	After review of a completed environmental checklist and other information on file with the agency, the City's SEPA Responsible Official issued a determination of non-significance (DNS) on April 14, 2021.
PUBLIC HEARING DATE:	Planning Commission, Thursday, May 6, 2021, 6:00 PM, Virtual Meeting (see City Web Calendar for information on attending the hearing)

A 30-day joint public comment period was noticed by the Department of Ecology on April 2, 2021

under WAC 173-26-104. Public comments are due no later than the posted date/time below. Interested persons are invited to provide public comment and provide testimony at the public hearing for this proposal. The hearing will be conducted in the manner prescribed by Gig Harbor Municipal Code Chapter 19.05.

As of March 16, 2021, at 12 PM noon, our Civic Center will be closed to the general public until further notice. Therefore, documents pertinent to this application are available for review and inspection online only and may be accessed by visiting the City's website at: www.cityofgigharbor.net/198/Planning. Please contact Carl de Simas, Senior Planner at cdesimas@gigharborwa.gov for questions regarding access to other documents pertinent to this application. A copy of the staff report on this proposal will be available at least seven days prior to the hearing. A copy of the application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost; copies will be provided at the requestor's cost.

Interested persons may comment on the above stated application or may request a copy of the decision on this application. **Requests for notification, written comments, including any written comments addressing the findings required for a decision, must be submitted to the Community Development Department no later than 5:00 PM on Thursday, May 6, 2021.**

Questions or comments regarding the above stated application should be made to Carl de Simas, Senior Planner, City of Gig Harbor Community Development Department, 3510 Grandview Street, Gig Harbor, WA 98335, or by calling (253) 851-6170. Additional permit information can also be found at www.cityofgigharbor.net by clicking "[Permit Portal](#)" and entering the above permit numbers.

From: [Michelle Thomas](#)
To: [Michelle Thomas](#)
Cc: [Carl Desimas](#)
Bcc: susanwinni@msn.com; tinashoe@me.com; [Gary Williamson](#)
Subject: NOTICE OF JOINT PUBLIC HEARING Shoreline Master Program Amendment: Public Art
Date: Thursday, April 29, 2021 8:58:36 AM
Attachments: [image001.png](#)
[NOPH 05.06.2021.pdf](#)

Please see attached Notice of Joint Public Hearing your review and comment.

Location: Non Site Specific

PROPOSAL: The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation strip of certain shoreline designations and critical area buffers. The allowance would be relative to publicly owned parcels and public right-of-way only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.

COMMENT DEADLINE: Thursday, May 6th, 2021 5 P.M.

The City of Gig Harbor will not act on this proposal for at least 14 days from the date of issuance of this notice. If your agency has any comments on this proposal, please send them to Carl de Simas, Principal Planner, City of Gig Harbor, Planning Division, 3510 Grandview Street, Gig Harbor, Washington, 98335; (253) 851-6170

Agency comments must be received by no later than Thursday, May 6th, 2021 5 P.M. for consideration.

Michelle Thomas

[City of Gig Harbor](#) | Planning Technician
Planning Division

Phone: 253.851.6170

Direct Phone: 253.853.8255

3510 Grandview Street, Gig Harbor, WA 98335

City Hall will be closed until further notice due to the on-going restrictions in effect caused by the COVID-19 pandemic. Once a decision to re-open City Hall has been made, it will be announced in advance to our community, its residents and businesses. 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).



'THE MARITIME CITY'

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a government entity may be disclosable to third party requesters under the Public Records Act.

CERTIFICATION OF PUBLIC NOTICE

=====

DECLARATION OF PUBLISHING

I, Michelle Thomas (printed name), declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct to the best of my knowledge:

On April 26, 2021 I sent a true and correct copy of the **Notice of Public Hearing** for publication in the **April 29, 2021** edition of the Tacoma News Tribune for the following:

Project Name: **Shoreline Master Program Amendment: Public Art**

Project Location: **City Wide**

Permit Number(s): **PL-COMP-21-0003 & PL-SEPA-21-0003**

SIGNED at Gig Harbor, Washington, this 26th day of April, 2021.

Michelle Thomas

DECLARANT (signature)



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

Order Confirmation

CITY OF GIG HARBOR
3510 GRANDVIEW ST
GIG HARBOR WA 983351214

Order Number: 54830
Order PO:
Bill-To Account: 23685
Date: 04/27/21
Sales Contact: Bettina Jantzen
Sales Contact Phone:

Dates	Order No.	Description	Product	Size	Times Run	None
04/29/2021 - 04/29/2021	54830	Print Legal Ad IPL0021174	TAC-News Tribune - Legal Legals & Public Notices CLS	2 x 6.01 in	1	\$146.40

Order Total Cost
\$146.40

Ad Preview

CITY OF GIG HARBOR and DEPARTMENT OF ECOLOGY

NOTICE OF JOINT PUBLIC HEARING

Shoreline Master Program Amendment: Public Art

Permit Number(s): PL-COMP-21-0003 & PL-SEPA-21-0003
Date of Notice: April 29, 2021
Applicant: City of Gig Harbor
Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335
Project Location: City-wide Amendment
Project Description: The proposal is a nonproject, legislative action to amend the City's Shoreline Master Program. The amendment includes adding public art as an allowed use within the vegetation conservation strip of certain shoreline designations and critical area buffers. The allowance would be relative to publicly owned parcels and public right-of-way only and proposals would be subject to minimum no net loss standards and mitigation criteria as prescribed by the Shoreline Master Program.
SEPA Threshold Determination: After review of a completed environmental checklist and other information on file with the agency, the City's SEPA Responsible Official issued a determination of non-significance (DNS) on April 14, 2021.
PUBLIC HEARING DATE: Planning Commission, **Thursday, May 6, 2021, 6:00 PM**, Virtual Meeting (see City Web Calendar for information on attending the hearing)

A 30-day joint public comment period was noticed by the Department of Ecology on April 2, 2021 under WAC 173-26-104. Public comments are due no later than the posted date/time below. Interested persons are invited to provide public comment and provide testimony at the public hearing for this proposal. The hearing will be conducted in the manner prescribed by Gig Harbor Municipal Code Chapter 19.05.

As of March 16, 2021, at 12 PM noon, our Civic Center will be closed to the general public until further notice. Therefore, documents pertinent to this application are available for review and inspection online only and may be accessed by visiting the City's website at: www.cityofgigharbor.net/198/Planning. Please contact Carl de Simas, Senior Planner at cdesimas@gigharborwa.gov for questions regarding access to other documents pertinent to this application. A copy of the staff report on this proposal will be available at least seven days prior to the hearing. A copy of the application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost; copies will be provided at the requestor's cost.

Interested persons may comment on the above stated application or may request a copy of the decision on this application. **Requests for notification, written comments, including any written comments addressing the findings required for a decision, must be submitted to the Community Development Department no later than 5:00 PM on Thursday, May 6, 2021.**

Questions or comments regarding the above stated application should be made to Carl de Simas, Senior Planner, City of Gig Harbor Community Development Department, 3510 Grandview Street, Gig Harbor, WA 98335, or by calling (253) 851-6170. Additional permit information can also be found at www.cityofgigharbor.net by clicking "Permit Portal" and entering the above permit numbers.

IPL0021174
Apr 29 2021



**GIG HARBOR CITY COUNCIL
NOTICE OF PUBLIC HEARING
Monday, June 14, 2021 – 5:30 PM
Virtual Meeting**

Notice is hereby given that the City of Gig Harbor City Council is holding a public hearing to solicit community feedback on an amendment to Shoreline Master Program Amendment: Public Art PL-COMP-21-0003. You are invited to provide comment to the City Council at the virtual hearing or in writing as outlined at the bottom of this notice.

Commenting:

All persons will have an opportunity to present their oral comments at the virtual public hearing. Those wishing to submit written comments may do so by submitting them to Carl de Simas, Senior Planner at CdeSimas@gigharborwa.gov or mail 3510 Grandview Drive, Gig Harbor, WA 98335. All written comments must be submitted by **4:00 p.m. on Monday, June 14th, 2021.**

As of March 16, 2020, at 12 PM noon, our Civic Center will be closed to the general public until further notice. Therefore, documents pertinent to this application are available for review and inspection online only using the City of Gig Harbor found at www.cityofgigharbor.net by clicking [Permit Portal](#). Please contact Carl de Simas, Senior Planner at CdeSimas@gigharborwa.gov for questions regarding access to other documents pertinent to this application. A copy of the staff report on this proposal will be available at least seven days prior to the meeting. A copy of the application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost; copies will be provided at the requestor's cost.

CERTIFICATION OF PUBLIC NOTICE

=====

DECLARATION OF PUBLISHING

I, Michelle Thomas (printed name), declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct to the best of my knowledge:

On May 28, 2021 I sent a true and correct copy of the **Notice of Public Hearing** for publication in the **June 3, 2021** edition of the Tacoma News Tribune for the following:

Project Name: **Shoreline Master Program Amendment: Public Art**

Project Location: **City Wide**

Permit Number(s): **PL-COMP-21-0003 & PL-SEPA-21-0003**

SIGNED at Gig Harbor, Washington, this 28th day of May, 2021.

Michelle Thomas

DECLARANT (signature)



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

Order Confirmation

CITY OF GIG HARBOR
 3510 GRANDVIEW ST
 GIG HARBOR WA 983351214

Order Number: 74238
 Order PO:
 Bill-To Account: 23685
 Date: 05/28/21
 Sales Contact: Bettina Jantzen
 Sales Contact Phone:

Dates	Order No.	Description	Product	Size	Times Run	None
06/03/2021 - 06/03/2021	74238	Print Legal Ad IPL0026146	TAC-News Tribune - Legal Legals & Public Notices CLS	1 x 5.11 in	1	\$62.22

Order Total Cost
\$62.22

Ad Preview

**GIG HARBOR CITY COUNCIL
NOTICE OF PUBLIC HEARING
Monday, June 14, 2021 – 5:30
PM
Virtual Meeting**

Notice is hereby given that the City of Gig Harbor City Council is holding a public hearing to solicit community feedback on an amendment to Shoreline Master Program Amendment: Public Art PL-COMP-21-0003. You are invited to provide comment to the City Council at the virtual hearing or in writing as outlined at the bottom of this notice.

Commenting:

All persons will have an opportunity to present their oral comments at the virtual public hearing. Those wishing to submit written comments may do so by submitting them to Carl de Simas, Senior Planner at CdeSimas@gigharborwa.gov or mail 3510 Grandview Drive, Gig Harbor, WA 98335. All written comments must be submitted by **4:00 p.m. on Monday, June 14th, 2021.**

As of March 16, 2020, at 12 PM noon, our Civic Center will be closed to the general public until further notice. Therefore, documents pertinent to this application are available for review and inspection online only using the City of Gig Harbor found at www.cityofgigharbor.net by clicking Permit Portal. Please contact Carl de Simas, Senior Planner at CdeSimas@gigharborwa.gov for questions regarding access to other documents pertinent to this application. A copy of the staff report on this proposal will be available at least seven days prior to the meeting. A copy of the application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost; copies will be provided at the requestor's cost.

IPL0026146
Jun 3 2021



Exhibit K
City Council Public Hearing
PL-COMP-21-0003
June 14, 2021

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): <i>Attach full legal description</i>	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 Street	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):**

n/a

Sewage Disposal (name of utility provider):

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." AW (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)." AW (Initials)



PLANNING DEPARTMENT CHECKLIST FOR ALL PROJECTS

CHECKLIST FOR ALL PROJECTS | GHMC 19.02.002

- ☐ A completed project permit application form.
- ☒ A verified statement by the applicant that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has submitted the application with the consent of all owners of the affected property.
- ☒ A property and/or legal description of the site for all applications, as required by the applicable development regulations.
- ☐ The applicable fee.
- ☒ Evidence of adequate water supply as required by RCW 19.27.097 or a copy of an application for City of Gig Harbor water concurrency determination; and
- ☒ Evidence of sewer availability or an application for a city of Gig Harbor sewer concurrency determination.

SUBMITTAL OPTIONS:

PAPER COPY OPTION:

- ☒ 5 complete sets of submittal materials including wetland reports and traffic reports. Plan sets are to be the same size sheets collated and bound, (preferred size of 24"x36"). Please provide 2 sets of reduced size 11"x17". Please tile sheets if needed to meet required scale.

If your project requires multiple permits, only 5 sets, plus 2 reduced sets, are required. Please combine the requirements of all permits into the bound sets.

ELECTRONIC PLAN REVIEW OPTION:

- ☒ The City of Gig Harbor is pleased to offer electronic plan review. Please read this [Client Assistance Memo](#) and email a complete [Intake Request Form](#) to: planningintake@cityofgigharbor.net

This checklist is intended as a guide for applicants and is not a substitute for the applicable code sections.

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.



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

Subject: Public Hearing and Adoption of Village at Harbor Hill Development Agreement – Amendment 1

Proposed Council Action: Move to approve Amendment No. 1 to the Village at Harbor Hill Development Agreement.

Dept. Origin: Community Development

Prepared by: Katrina Knutson, AICP
Community Development Director

For Agenda of: June 14, 2021

Exhibit

- 1) DA Amendment 1
- 2) Original Development Agreement
- 3) Settlement Agreement

	Initial & Date
Concurred by Mayor:	<i>KK 6-8-21</i>
Approved by City Administrator:	<i>RuL 06/07/2021</i>
Approved as to form by City Atty:	Email 6/4/21
Approved by Finance Director:	N/A
Approved by Department Head:	6/4/21 KNK

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

On November 27, 2017, the Gig Harbor City Council adopted the Village at Harbor Hill Development Agreement with Harbor Hill LLC for 18.56 acres at the southeast corner of Harbor Hill Drive and Borgen Boulevard. This parcel is legally described as "Parcel A" of a boundary line adjustment recorded under Pierce County Auditor's file number 210303155007. The Development Agreement permitted a phased development, prescribed multiple deviations from Gig Harbor Municipal Code regulations regarding permitted uses and several development standards.

On November 26, 2018, the City passed Ordinance 1401 which established new traffic impact fees based on the City's updated Comprehensive Plan Transportation Element. On January 8, 2019, Olympic Property Group (OPG) filed a lawsuit alleging that the new traffic impact fees were not valid under the state statute authorizing impact fees and could not be applied to the development contemplated by the Development Agreement. The City subsequently entered settlement negotiations with

OPG to determine if an agreement could be reached to the satisfaction of both parties and that would result in the dismissal of the lawsuit.

On August 25, 2020, the City Council authorized the Mayor to sign a settlement agreement with OPG regarding the payment of impact fees under Ordinance 1401. Within the settlement agreement the parties agreed to four main provisions and clarifications. Some of these provisions require an amendment to the Village at Harbor Hill Development Agreement. These amendments are surrounding:

- 1) Provisions related to the funding and installation of Rectangular Rapid Flashing Beacons; and
- 2) Residential and affordable housing uses in accordance with the provision of GHMC 17.14.020 on the PCD-NB zoned portion of the site; and
- 3) Funding and installation of frontage streetlights; and
- 4) Trip generation calculation methodology.

On December 28, 2020, the City Council authorized the Mayor to sign the first amendment to the settlement agreement, which extended the settlement agreement expiration date to July 1, 2021.

On February 22, 2021, DEA and Associates, on behalf of OPG, submitted necessary permit applications for processing of the amendment to the Development Agreement. On March 18, 2021, permit fees were paid and the application was deemed complete. The proposed amendment to the Development Agreement proposes only amendments that are necessary to implement the settlement agreement. Public noticing has been adhered to in conjunction with Section 19.03 GHMC.

FISCAL CONSIDERATION

N/A

BOARD or COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to approve Amendment No. 1 to the Village at Harbor Hill Development Agreement.

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC
FOR THE VILLAGE AT HARBOR HILL DEVELOPMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC FOR THE VILLAGE AT HARBOR HILL DEVELOPMENT (this “**Amendment**”) is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the “**City**”), and HARBOR HILL LLC, a Washington limited liability company (“**Developer**”). The City and Harbor Hill are referred to herein individually as a “**Party**” and collectively as the “**Parties.**” Any term not defined herein shall have the meaning given to it in the Development Agreement (as defined below).

RECITALS

A. WHEREAS, the Parties entered into that certain Development Agreement Between the City of Gig Harbor and Harbor Hill LLC for the Village at Harbor Hill Development, which was executed by the Parties as of November 28, 2017 and recorded in the public records of Pierce County, Washington, under Auditor’s File No. 201712010740 (the “**Development Agreement**”).

B. WHEREAS, the City previously issued several land use and development approvals for the commercial portions of the Village at Harbor Hill development (the “**Project**”) pursuant to the terms of the Development Agreement, including City approvals of Major Site Plan Review (Permit No. PL-SPR-17-007), Design Review (Permit No. PL-DR-16-0226), Binding Site Plan (Permit No. PL-BSP-17-0002) and Alternative Landscaping Plan (PL-ALP-18-004) for the Project. These approvals, future amendments thereto, and other land use and development approvals issued in connection with the Project are collectively referred to herein as the “**Project Approvals.**”

C. WHEREAS, a dispute arose between the City and Developer regarding the application of City Council Ordinance 1401 (as codified in Gig Harbor Municipal Code Chapter 19.12) to future development of the Project (the “**Dispute**”).

D. WHEREAS, the Parties agreed to settle the Dispute pursuant to the terms of that certain Village at Harbor Hill Settlement Agreement effective August 25, 2020 (as amended on December 28, 2020, the “**Settlement Agreement**”).

E. WHEREAS, the Parties desire to amend the Development Agreement to incorporate and implement the terms of the Settlement Agreement with respect to the ongoing development of the Project, and further amend the Development Agreement on the terms and conditions set forth in this Amendment.

F. WHEREAS, the City Council has considered this Amendment at a duly noticed public hearing held on June 14, 2021 and has formally approved this Amendment and the statutory authorization set forth in RCW 36.70B.170.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Development Agreement is hereby amended as follows:

1. Project Development Capacities. Section 8.E. of the Development Agreement is hereby deleted and replaced with the following:

The Developer has reserved with the City, for the benefit of the Property, water service capacity for 94 ERUs within the Property, sewer service capacity for 96 ERUs within the Property, and transportation capacity for 684 peak hour vehicle trips within the Property, as evidenced by capacity reservation certificates issued by the City to the Developer (the “Capacity Reservation Certificates”).

So long as the Project is developed in substantial conformity with the currently-approved Master Site Plan, including a grocery store, a shopping center, and any residential uses developed in conformity with the provisions of Exhibit E attached hereto, the general “Shopping Center” trip generation rate (ITE Land Use Code 820) shall be used to calculate total trips for all buildings and uses developed within the Property, instead of the actual uses proposed for each individual building. Notwithstanding the foregoing, the standard ITE trip generation rate for any restaurant, coffee shop, or residential use developed on the Property shall be used to calculate trips for any such use developed within the Property. The actual number of new net trips shall be calculated consistent with the most current ITE methodology available at the time the Developer applies for permits pursuant to GHMC 19.12.110, with standard pass-by rate deductions applied to the uses developed within the Property. The internal capture rate reduction shall be set at 30% and will be applied to the total trips for the applicable uses developed within the Property. The \$5,071 per-trip impact fee rate established by Ordinance 1401 will apply to the total number of trips, once calculated consistent with this Subsection 8.E.

2. Residential Uses. The Development Agreement is hereby amended to add a new Section 8.H. as follows:

In addition to the uses permitted pursuant to this Section and listed in Exhibit E hereto, residential uses shall be permitted in and on the portions of the Property currently zoned PCD-NB under the Code (the “**Residential Use Tract**”), subject to compliance with the Development Standards applicable to residential development in said zone and subject to application for and approval of required permits. The general location of the Residential Use

Tract is depicted and highlighted for reference in the Preliminary Site Plan attached as Exhibit A-1 to this Amendment. The precise location of the Residential Use Tract shall be determined as provided in GHMC 17.12.050.

Should the Developer elect to establish residential uses or structures in the Project at any time during the Development Period, the following terms and conditions shall apply:

1. The Developer shall propose an updated location and layout for “Building N” and the surrounding uses and parking areas (currently shown on the site plans attached to the Development Agreement), which shall be subject to the City’s administrative review and approval as an amendment to the Project Approvals.
2. No permit shall be issued for construction of any residence on the Residential Use Tract until Phase 1 of the Project, as depicted on the modified Construction Phasing Plan approved by the City on September 25, 2018, is complete.
3. At least ten percent (10%) of any residential units developed on the Residential Use Tract will be affordable to households with incomes at or below seventy percent (70%) of the average median income for Pierce County, as adjusted periodically. In the event that affordable housing is developed on the Property, the Parties agree to jointly utilize a governmental entity, such as the Pierce County Housing Authority, to help oversee the development and ongoing use of any such affordable housing units.

3. **Streetlights.** The Development Agreement is hereby amended to add a new Section 8.I, as follows:

H. Developer will replace any City streetlight removed as a result of Project construction with a streetlight meeting the City’s streetlight standards existing on the date of execution of the Settlement Agreement. Harbor Hill will make a one-time cash payment to the City of \$60,000, which the City may use in its discretion to re-lamp, repair, or replace any other streetlights in or near the Property at the City’s sole cost and expense (the “**Streetlight Payment**”). With the exception of the work expressly described in this Subsection 8.H., Developer shall have no further responsibility to install streetlights in or near the Property during its buildout of the Project. Developer will pay the Streetlight Payment at the time of the City’s final issuance of a building permit for the first building to be constructed on the Property pursuant to the Project Approvals (as they may be amended in the future).

4. **Rectangular Rapid Flash Beacons (“RRFBs”).**

A. Exhibit J to the Development Agreement is hereby deleted and replaced with Exhibit J-1 attached hereto.

B. Section 13.C of the Development Agreement is hereby amended to add the following:

In addition to completing the above-described work, Developer will make a one-time cash payment to the City of \$470,000, which the City may use in its discretion to install RRFBs and make ADA improvement in or near the Property, or for other City purposes, at the City's sole cost and expense (the "**RRFB Payment**"). Developer will make the RRFP Payment at the time of the City's final issuance of a building permit for the first building to be constructed on the Property pursuant to the Project Approvals. With exception the work expressly described in this Subsection 13.C, Developer shall have no responsibility to install RRFBs in or near the Property during its buildout of the Project.

5. **Reaffirmation of the Development Agreement; Future Cooperation.** The Parties reaffirm and incorporate herein the terms and conditions of the Development Agreement, except as amended or modified in this Amendment. In the event of a conflict between the terms of the Development Agreement and the terms of this Amendment, this Amendment shall control. The Parties agree that the Developer will draft and request, and the City will timely review and process, any amendments or revisions to the Project Approvals that are reasonably necessary to give effect to the terms of the Settlement Agreement or this Amendment. The Parties further agree to cooperate in the implementation of the terms set forth in this Amendment and the Settlement Agreement; provided, however, Sections 24 and 26, which provide for cost reimbursement, defense, and indemnity obligations with respect to the initial Development Agreement, shall not apply to this Amendment or the Settlement Agreement.

6. **Counterparts.** This Amendment may be executed in one or more separate counterparts (including by electronic signature [such as DocuSign], email, scanned .pdf document or facsimile delivery), and all of the counterparts shall constitute one and the same agreement.

The Parties have executed this Amendment and agreed to the terms above on the last date set forth below (the "**Effective Date**").

(Remainder of page intentionally left blank.)

HARBOR HILL LLC,
a Washington limited liability company

By: _____

Name: Jon Rose

Its: Vice President

Date: _____

CITY OF GIG HARBOR,
a Washington municipal corporation

By: _____

Name: Kit Kuhn

Its: Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Jim Haney, Attorney for the City

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that JON ROSE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Harbor Hill LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

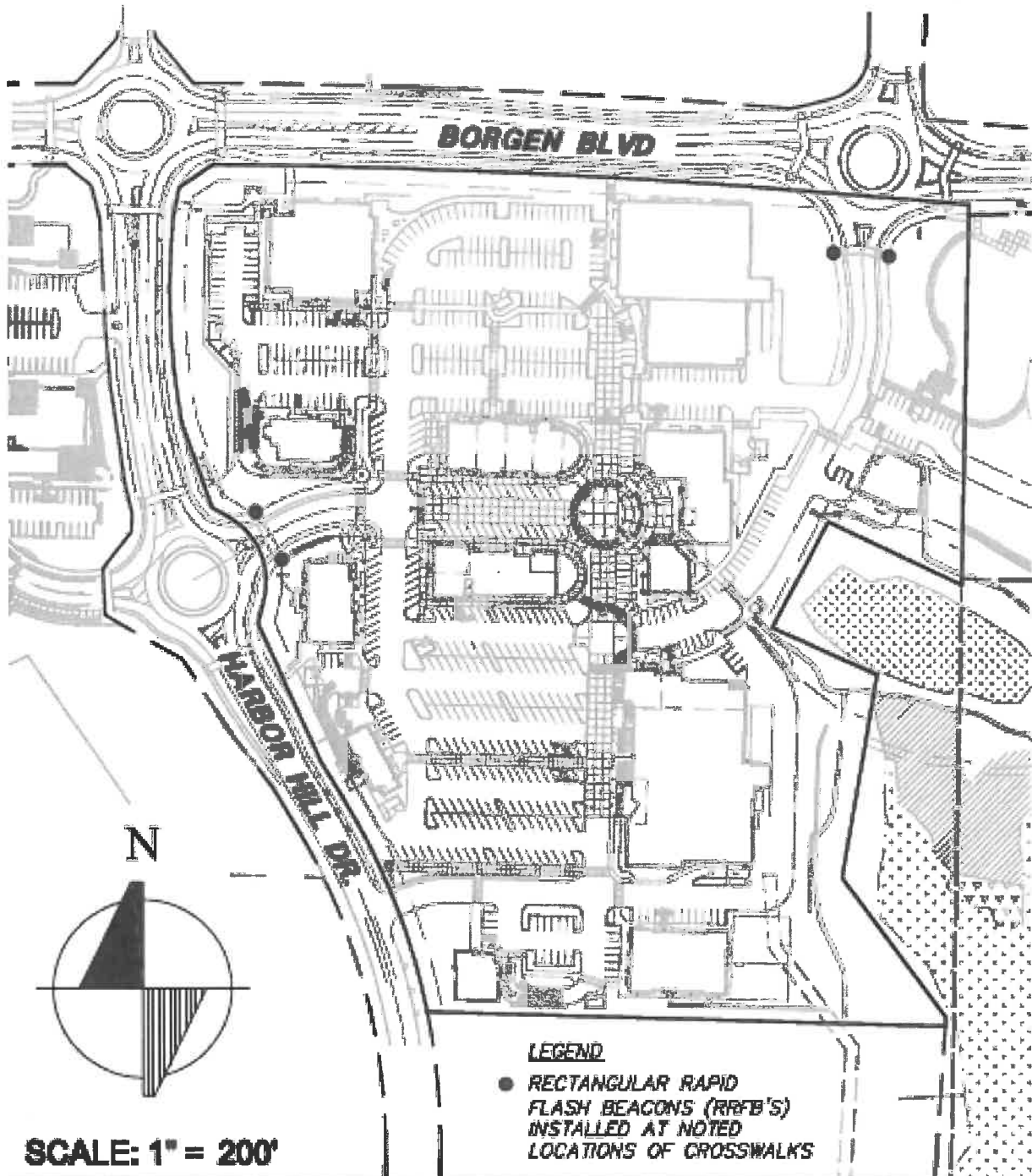
DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

HARBOR HILL, LOT 6
RRFB LOCATION EXHIBIT

EXHIBIT J-1

TRIAD JOB # 08-058
FEBRUARY 22, 2021

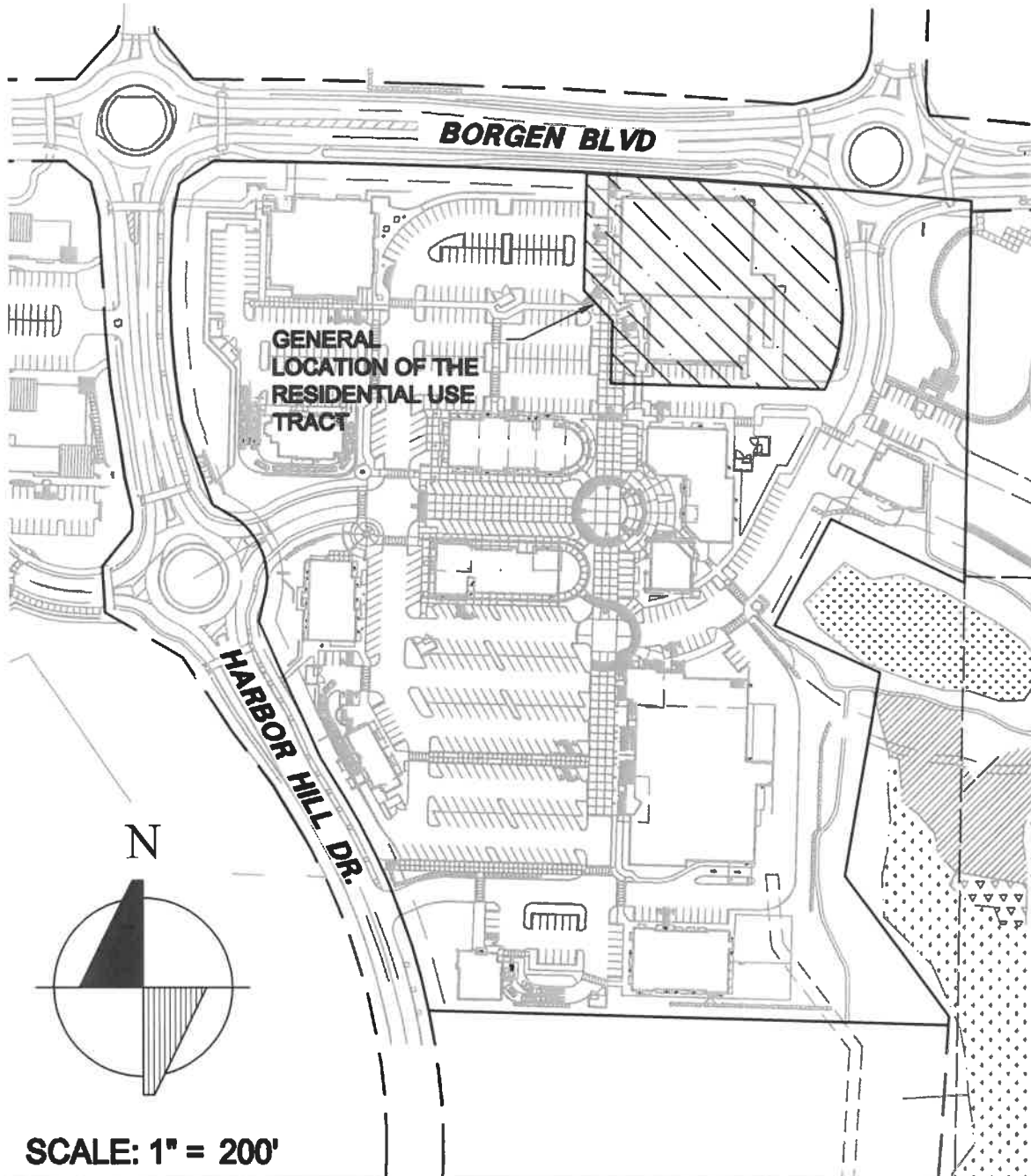


20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

HARBOR HILL, LOT 6
PRELIMINARY SITE PLAN EXHIBIT

EXHIBIT A-1

TRIAD JOB # 08-058
MAY 19, 2021



20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

MEETING/DATE 6/14/21
STAFF: 2019 CHK

201011241249 39 PGS
11/24/2010 03:12:42 PM \$100.00
PIERCE COUNTY, WASHINGTON

Return Address:

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

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. Harbor Hill Development Agreement
- 2.
- 3.

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

1. CITY OF GIG HARBOR
- 2.
- 3.

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

1. HARBOR HILL LLC
- 2.
- 3.

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

LOT 2 OF THE CITY OF GIG HARBOR SHORT PLAT PL-SP-07-005...

Additional Legal Description on Page 25, 26, 27 of Document

Reference Number(s) (Of documents assigned or released):

Files No. 201011160780; 200902135006; 200605235007; 9704040094; 200308140667
and 200308140668

Additional Reference numbers on Pages 3, 4, 6 of Document.

Assessor's Property Tax Parcel/Account Number

0222308002; 0222311000; 0222311009; 4002470011; 4002470012; 4002470030;
4002470042; 4002470051

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided

201011160780 38 PGS
11/16/2010 02:11:31 PM \$99.00
PIERCE COUNTY, WASHINGTON

Return Address:

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

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. Harbor Hill Development Agreement
- 2.
- 3.

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

1. CITY OF GIG HARBOR
- 2.
- 3.

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

1. HARBOR HILL LLC
- 2.
- 3.

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

LOT 2 OF THE CITY OF GIG HARBOR SHORT PLAT PL-SP-07-005...

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Files No. 200902135006; 200605235007; 9704040094; 200308140667 and
200308140668

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0222308002; 0222311000; 12222311009; 4002470011; 4002470012; 4002470030;
4002470042; 4002470051

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND HARBOR HILL LLC,
FOR THE
HARBOR HILL DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this 9th day of November, 2010, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and HARBOR HILL LLC, a Washington limited liability company, hereinafter "Harbor Hill" or "Developer."

RECITALS

A. Introduction

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

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

This Development Agreement relates to the development known as the Harbor Hill property, legally described on Exhibit A attached hereto (the "Property"), and generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington.

B. Harbor Hill Property Description

Harbor Hill is the successor to OPG Properties LLC (f/k/a Olympic Property Group LLC), a Washington limited liability company, and Pope Resources, a Delaware limited partnership, as the developer and owner of the Property. The Property is located within the incorporated limits of the City.¹ The Property is graphically depicted on the drawing attached hereto as Exhibit B (the "Property Map").

The Property comprises two areas, as shown on the Property Map: (1) the Residential Area, and (2) the Commercial Area.

¹ The Property description does not include those land areas previously conveyed by Harbor Hill to third parties, including Costco Wholesale Corporation, Northwest Capital Investors LLC, YMCA of Tacoma/Pierce County (Lot 2 of Harbor Hill Business Park), International Church of the Foursquare Gospel (Lot 4A of Harbor Hill Business Park), and the City, nor does it include Lot 6 (a/k/a the "Village Center") of Harbor Hill Business Park.

C. Comprehensive Plan Designation and Zoning

The Property is designated on the City's official comprehensive plan map as shown on the drawing attached hereto as Exhibit C and is zoned on the City's official zoning map as shown on the drawing attached hereto as Exhibit D. Neither Exhibit C nor Exhibit D is intended to modify the City's maps, and in the event of any inconsistency between Exhibit C and the City's comprehensive plan map or between Exhibit D and the City's official zoning map, the City's maps shall control.

D. Water, Sewer, and Transportation Facility Capacity

Harbor Hill has reserved with the City, for the benefit of the Property and Lots 2, 4A, and 6 of Harbor Hill Business Park, sewer and water service capacity for 824 ERU's within the Residential Area, sewer and water capacity for 422 ERU's within the Commercial Area and Lots 2, 4A, and 6 of Harbor Hill Business Park, and transportation capacity for 2,013 peak hour vehicle trips within the Property and Lots 2, 4A, and 6 of Harbor Hill Business Park, as evidenced by capacity reservation certificates issued by the City to the Developer (the "Capacity Reservation Certificates"). In addition, the City has prepared a water service, sewer service, and transportation facility capacity evaluation in connection with the development of the Property.

E. Existing Development Within the Property

The Property is undeveloped except for certain utility and transportation infrastructure improvements constructed or installed by Harbor Hill or its affiliates.

F. Pre-Annexation Agreement

The Property was subject to that certain "Preannexation Agreement for Gig Harbor North" dated September 26, 1996 (the "Pre-annexation Agreement"), among Pope Resources, a Delaware limited partnership (an affiliate of and predecessor to Harbor Hill), Tucci & Sons, Inc., a Washington corporation, and the City, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 9704040094, Book 325, page 1622. To the actual current knowledge of the parties hereto, all obligations of Pope Resources, OPG Properties LLC, and Harbor Hill arising under the Pre-Annexation Agreement have been fully satisfied.

G. PRD Submittal

On December 2, 2008, Harbor Hill filed with the City a complete application for approval of a planned residential development and preliminary plat within the Residential Area (File Nos. PL-PPLAT-08-0001 and PL-PRD-08-0001) (collectively, the "PRD Application").

H. Prior Development Agreements

The Property is not currently subject to any development agreement. The following real property presently or formerly owned by Harbor Hill or its affiliate OPG Properties LLC (d/b/a Olympic Property Group and f/k/a Olympic Property Group LLC) has been subject to the following two (2) development agreements:

1. "Development Agreement" dated July 23, 2003, between Olympic Property Group LLC (now known as OPG Properties LLC), a Washington limited liability company, and the City, relating to the Village Center, which was recorded in the real property records of Pierce County, Washington, under Auditor's File Nos. 200308140667 and 200308140668. This development agreement has expired.

2. "Development Agreement by and between the City of Gig Harbor and Harbor Hill LLC, for the Costco Shopping Center Residual Parcels" dated November 13, 2006, between Harbor Hill and the City, relating to the real property commonly known as Residual Parcels A, B, and C the Costco Shopping Center. Harbor Hill's interest under this development agreement has been assigned to a third party.

To the actual current knowledge of the parties hereto, OPG Properties LLC and Harbor Hill are not in default of any obligations under the development agreements described above.

I. Existing Environmental Documents

Harbor Hill, OPG Property Group LLC, Pope Resources, the City, and others have investigated the environmental condition of the Property and the environmental impacts that may be caused by the development of the Property and have prepared certain environmental reports and studies, which are listed on Exhibit E attached hereto (the "Environmental Documents"). The Environmental Documents include draft and final environmental impact statements relating to the adoption of the City's comprehensive plan and zoning code and to the making of the Pre-annexation Agreement.

J. City Environmental Review

The City has reviewed the probable adverse environmental impacts of the making of this Agreement, as required by the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), by reviewing the Environmental Documents and by making a threshold Determination of Nonsignificance dated October 13, 2010, which has not been appealed or modified, and a copy of which is attached hereto as Exhibit F (the "Threshold Determination"). The parties acknowledge that additional environmental review under SEPA will be required by the City prior to making any other land use or subdivision decisions relating to the Project.

K. City Authority

This Agreement is made under the authority of the City's police power, contracting authority, and other authority, including the authority granted to the City under RCW 36.70B.170 et seq. to make development agreements, and GHMC Chapter 19.08 as amended. This Agreement establishes development standards for the Property and other provisions that apply to and govern and vest the development, use and mitigation of the development of the Property for the term specified in this Agreement. Actual construction of the Project requires issuance of subsequent City permits, which will be issued in accordance with the standards and procedures described in this Agreement.

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. The Project. The Project is the development and use of the Property as described in this Agreement. Upon completion of construction, the Project will comprise the facilities and uses described on Exhibit G attached hereto and incorporated herein by this reference.

Section 2. The Property. The Property consists of approximately 235 acres and is legally described in Exhibit A attached hereto and incorporated herein by this reference.

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

A. "Adopting Resolution" means the resolution which approves this Development Agreement, as required by RCW 36.70B.200.

B. "Certificate of Occupancy" means either a temporary or final certificate of occupancy issued after inspections by the City, authorizing a person in possession of property to dwell or otherwise use a specified building or dwelling unit.

C. "City Engineer" means the City's Engineer and his or her designee.

D. "Civil Permit" means any ministerial, nondiscretionary City permit approved by the City Engineer and authorizing clearing and grading, landscaping improvements, the construction of roads, bridges, storm water facilities, or utility facilities, or other construction work, such as those issued under the authority of GHMC Chapters 12.06 and 12.08, except any building permit. "Civil Permit" does not include any landscaping improvements required by GHMC Titles 16, 17, or 18 and approved by the Director.

E. "Commercial Area" means the portion of the Property designated "Commercial Area" on the Property Map, also known as Lots 1A, 1B, 3, 4B, and 5 of Harbor Hill Business Park, which comprises areas for commercial development and appurtenant streets, parks, storm water management areas, and other appurtenant areas. The Commercial Area does not include Lots 2 (YMCA), 4A (International Church of the Foursquare Gospel), and 6 (a/k/a Village Center) of Harbor Hill Business Park.

F. "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

G. "Development Standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3), as established or modified by this Agreement. The Development Standards applicable to the Project are described in Section 8 below.

H. "Director" means the City's Planning Director and his or her designee.

I. "Effective Date" means the effective date of the Adopting Resolution.

J. "ERU" means equivalent residential unit as defined in the most current version of the City of Gig Harbor Wastewater and Water Utility Comprehensive Plan.

K. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, Design Guidelines, Public Works Standards, SEPA Regulations, Concurrency Ordinance for water, wastewater and transportation facilities, park regulations, and all other ordinances, codes, rules and regulations of the City establishing subdivision and land use standards, as modified or varied by the City to the extent authorized under the Existing Land Use Regulations for planned residential developments, planned unit developments, and otherwise, provided, however, that Existing Land Use Regulations does not include building codes, clearing and grading codes, storm water management codes and storm water management and site development manuals, regulations governing taxes and impact fees, and regulations defining the term "ERU."

L. "Finished Residential Lot" means a developable legal lot, tract, or parcel within the Residential Area, which has been cleared and rough graded and is preliminarily compacted and ready for construction by Homebuilder, with all utility lines stubbed to the property line, functional, connected to a main utility line, and

ready for use, and all transportation improvements constructed or bonded in accordance with the approved civil engineered drawings and this Agreement.

M. "Harbor Hill Business Park" means the Plat of Harbor Hill Business Park, City of Gig Harbor Final Subdivision No. SUB 06-1208, recorded in the real property records of Pierce County, Washington, under Auditor's File No. 200605235007, as amended, subject to subsequent tax parcel segregations, including without limitation the tax parcel segregations of Lot 1 (creating Lots 1A and 1B) and Lot 4 (creating Lots 4A and 4B).

N. "Homebuilder" means any person who holds a contractual right to purchase Finished Residential Lots within the Property and to construct and install model homes within such lots either before or after completing such purchase. Notwithstanding the foregoing, a Homebuilder shall not be a party to this Agreement, shall not be a successor or assign of the Developer, and shall have no rights regarding the amendment or termination of this Agreement, unless the Developer shall assign such rights to such Homebuilder in an instrument recorded in the real property records of Pierce County, Washington.

O. "Landowner" is any person who has acquired any portion of the Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. Notwithstanding the foregoing, a Landowner shall not be a party to or beneficiary of this Agreement, shall not be a successor or assign of the Developer, and shall have no rights regarding the enforcement, interpretation, amendment, or termination of this Agreement, unless the Developer shall assign such rights to such Landowner in an instrument recorded in the real property records of Pierce County, Washington.

P. "Residential Area" means the portion of the Property designated "Residential Area" on the Property Map, which comprises areas for single-family and multi-family development and appurtenant streets, parks, storm water management areas, and other appurtenant areas.

Q. "Village Center" means Lot 6 of Harbor Hill Business Park, upon which the Developer intends to establish a retail commercial village center.

Section 4. Exhibits. Exhibits to this Agreement are attached hereto and incorporated herein, including the following:

- Exhibit A – Legal Description of the Property
- Exhibit B – Property Map
- Exhibit C – Comprehensive Plan Map
- Exhibit D – Zoning Map
- Exhibit E – List of Environmental Documents
- Exhibit F – SEPA Threshold Determination

Exhibit G – Project Description
Exhibit H – List of Modified City Development Standards
Exhibit I – Phasing Plan

Section 5. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement; Vesting Periods.

A. This Agreement shall commence upon the Effective Date of the Adopting Resolution approving this Agreement and shall continue in force for a period of 20 years unless terminated as provided herein. Following the termination of this Agreement, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

B. The Development Standards designated in this Agreement shall remain unchanged and apply in full force and effect for the term of this Agreement (the "Development Period").

C. During the Development Period, Harbor Hill shall have the right to obtain approvals and permits, including without limitation final plat and final planned residential development approvals of development phases within the Residential Area, and develop the Property in accordance with the Development Standards.

D. Within the Residential Area, the following time periods otherwise applicable to City approvals and permits shall be extended for the term of the Development Period: (1) the duration of preliminary and final binding site plan approval, preliminary and final plat approval, PRD approval, and other land use approvals and permits, (2) deadlines for filing final binding site plans, final plats, and other applications and designs, and (3) deadlines for commencing and completing the development of an approved final binding site plan, final plat, or other project. This subsection shall not apply to any Civil Permit or building permit. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

E. Within the Commercial Area, any City land use approval or permit relating to Lots 1A and 1B, including without limitation any design approval, site plan approval, or binding site plan approval, shall not expire or terminate until the date that is ten (10) years after the issuance of such approval or permit. This subsection shall not apply to any Civil Permit or building permit. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

F. Within both the Commercial Area and Residential Area, any Civil Permit shall not expire or terminate until the date that is two (2) years after the issuance of such approval or permit. This subsection shall not apply to any building permit. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

Section 7. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines, and other Development Standards for development of the Property shall be (a) the Project description set forth on Exhibit G attached hereto and incorporated herein by this reference, (b) the Existing Land Use Regulations, (c) the building codes and clearing and grading codes under which the review of the Project is vested under RCW 19.27.095, RCW 58.17.033, and other applicable laws, (d) the storm water management code and storm water management and site development manual in effect on December 2, 2008, (e) the permits and approvals identified herein, (f) the Development Standards expressly set forth in this Agreement, and (g) the Development Standards expressly set forth in all other exhibits incorporated herein. The parties have used reasonable efforts to identify on Exhibit H attached hereto the City development standards that are modified by this Agreement, but Exhibit H is not intended to govern to the extent that it either omits any modified development standard or conflicts with any other provision of this Agreement.

Section 9. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto, including without limitation modifications proposed between preliminary plat and final plat decisions, may be approved in accordance with the provisions of the City's code, including without limitation GHMC 16.05.006, 17.89.120, and Chapter 19.01, and shall not require an amendment to this Agreement.

Section 10. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional

permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 11. Financing of Public Facilities.

A. The City may pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement, or acquisition of public infrastructure, facilities, lands, and improvements to serve the Property, whether located within or outside the Property. Developer acknowledges and agrees that it shall pay its pro-rata share of the costs of public improvements to be financed thereby.

B. For reimbursement of expenses incurred by Developer associated with the Project, the Developer may apply for a latecomer reimbursement agreement in accordance with the state law and local ordinances. Nothing in this Agreement prevents all or any portion of the Property from being included in a benefit assessment area under a latecomer reimbursement agreement if requirements under applicable state law and local ordinances are met.

Section 12. Existing Land Use Fees, Impact Fees, and General Facility Charges.

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

B. Except as provided in subsection C below, all impact fees and general facility charges shall be paid as set forth in the approved permit or approval, or as addressed in Chapter 19.12 of the Gig Harbor Municipal Code. The parties agree that payment of any impact fee or general facility charge relating to the development of the Property shall be required at the later of (i) the time the City issues a building permit for the construction of the building to which the impact fee or facility charge relates, or (ii) the time required by the City in its regulations.

C. In consideration of the Developer's dedication to the City of Lot 3 of Harbor Hill Business Park, park impact fees otherwise payable to the City under Chapter 19.12 of the Gig Harbor Municipal Code shall be waived by the City as to each of the 824 dwelling units within the Residential Area. If the Developer builds fewer than 824 dwelling units within the Residential Area, the City shall have no obligation to reimburse or otherwise compensate the Developer to the extent that the Developer's dedication of Lot 3 to the City may have exceeded the Developer's legal obligation to mitigate park impacts. In the event Lot 3 of Harbor Hill Business Park is

not accepted by the City as set forth in Section 13.H.ii below, then this Section 12.C shall be null and void.

Section 13. Phasing of Development.

A. **Generally: Phasing Plan.** The Project may be completed in phases, as set forth on Harbor Hill's phasing plan, which is attached hereto as Exhibit I (the "Phasing Plan") and is hereby approved by the City. The Phasing Plan is subject to compliance with the requirements of SEPA regarding phased environmental review. Harbor Hill shall develop only complete phases, not portions of any phase. Harbor Hill is authorized to propose revisions to the Phasing Plan from time to time. Revisions that would increase the number of phases by more than 25 percent, modify any Development Standard, or terminate the Phasing Plan require City Council approval in the form of an amendment to this Agreement. The Director is authorized to approve all other revisions to the Phasing Plan, without an amendment to this Agreement, if the revised Phasing Plan is consistent with other provisions of this Agreement and the Development Standards, and if it makes adequate provision for reallocating among the phases the Project conditions, mitigation measures, and other requirements of the City to the satisfaction of the Director. The Developer may construct or install greater infrastructure improvements than are described in the Phasing Plan in its discretion, as where greater infrastructure improvements may give the Developer an economy of scale.

B. **Allocation of Conditions and Mitigation Measures Among Phases.** With respect to any Project conditions, mitigation measures, and other requirements that are not incorporated within the Phasing Plan, the City and Harbor Hill shall discuss and use reasonable efforts to negotiate the conditions, mitigation measures, and other requirements applicable to each phase, if the Phasing Plan is changed as to any phase for which the City has granted preliminary but not final plat approval, subject, however, to the authority of the City to exercise its legal authority to allocate such conditions, mitigation measures, and other requirements among the phases. The parties acknowledge that, because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents and other occupants of the Project.

C. **Transportation Improvements.** Transportation improvements required as a condition of City approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the transportation improvements are required, but if no plat is required, then the improvements shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

D. **Potable Water and Fire Flow Facilities.**

i. Off-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit, provided, however, that off-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

ii. On-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required, provided, however, that on-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

E. Sewer Facilities.

i. Off-site sewer facilities required as a condition of approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

ii. On-site sewer facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

F. Storm Water Improvements. Storm water improvements required as a condition of City approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the storm water improvements are required, but if no plat is required, then the improvements shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

G. Utilities. Utility facilities, other than sewer, storm sewer and water facilities, required as a condition of approval of any Project permit, shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

H. Parks and Open Space.

i. Parks and open space facilities required as a condition of approval of any Project permit shall be completed or bonded prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

ii. The parties intend that Lot 3 of Harbor Hill Business Park will be developed by the City as a public park and owned by the City in perpetuity. Within ninety (90) days after the later of the Effective Date and the date on which the City has issued a final appealable decision approving the PRD Application and either all appeal periods relating to such decision have expired without the commencement of any appeals or all commenced appeals have been dismissed with prejudice, the Developer shall deliver to the City a Phase I environmental site assessment relating to Lot 3 (the "Phase I"), dated not more than sixty (60) days before the date of delivery, prepared by a qualified consultant at Developer's sole expense. Unless the Phase I discloses a recognized environmental condition ("REC") affecting Lot 3, the City shall approve the Phase I and the environmental condition of Lot 3 within thirty (30) days after the City's receipt of the Phase I. Within ninety (90) days after the City delivers to the Developer written notice that the City approves the environmental condition of Lot 3, as disclosed in the Phase I, the Developer shall (a) dedicate Lot 3 to the City by a quit claim deed that reserves the future use of Lot 3 to public park, roadway, and appurtenant uses only, and (b) pay the City the sum of US\$50,000, which the City shall use only for the preparation of designs and plans for public park facilities within Lot 3. If the City delivers to the Developer written notice that the City does not approve the environmental condition of Lot 3, as disclosed in the Phase I, then the parties shall have one hundred eighty (180) days to reach an agreement to resolve the environmental issues, such as an agreement to undergo Phase 2 analysis and implement a remediation plan. In the event the parties cannot reach agreement to resolve the environmental issues to the City's satisfaction within one hundred eighty (180) days, the waiver of park impact fees under Section 12.C shall be null and void, the Developer shall pay applicable park impact fees in accordance with City regulations, and the Developer shall have no obligation either to dedicate Lot 3 to the City or to pay the City the sum of US\$50,000 as described above. The Developer shall have no other obligations to the City relating to Lot 3 except those obligations described in this subparagraph.

iii. The City hereby agrees that, in consideration of the Developer's dedication to the City of Lot 3 of Harbor Hill Business Park, the City's requirement under GHMC 17.54.030.C that Lots 1A, 1B, 4B, and 5 of Harbor Hill Business Park establish or preserve 20 percent or more of their respective lot areas as open space, with either retained natural vegetation or new landscaping, shall be modified as follows as to each such lot: a minimum of 15 percent (instead of 20 percent) of the

site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.

J. Bonds. Notwithstanding the foregoing, in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat, final planned residential development, or final binding site plan, the Director or City Council may accept a bond, approved as to form by the City Attorney, in an amount and with surety and conditions satisfactory to it, or other secure method, providing for and securing to the City the actual construction and installation of such improvements within a period specified by the City and expressed in the bond.

Section 14. Dedication of Public Lands.

A. All conveyances of public lands from the Developer to the City shall be by statutory warranty deed subject to all matters of record and matters that a visual inspection and ALTA/ACSM survey would disclose, provided, however, that no conveyance shall be subject to any deed of trust, mortgage, or other monetary lien.

B. The Developer will dedicate to the City the tract described as Item No. 14 (South Wetland/Loop Trail) on the Phasing Plan, as public open space, upon the occupancy of four hundred (400) dwelling units within the Residential Area. The Developer will dedicate to the City the tract described as Item No. 19 (Gateway Park) on the Phasing Plan, as a public park, upon the issuance of a Certificate of Occupancy for any building constructed within Phase M2 as described on the Phasing Plan. The completion of the foregoing conveyances shall fully satisfy the Developer's obligations to establish public parks and open space and to mitigate Project impacts to parks and open space in connection with the development of the Project, provided, however, that such dedications shall not fully satisfy the requirements of GHMC 17.89.110 relating to the establishment of private open space that is owned and maintained by a property owner's association. At the time of the Developer's dedication of the tract described as Item No. 19 (Gateway Park) on the Phasing Plan, the tract will be improved at the Developer's expense with certain facilities and improvements, as described in the PRD Application, including without limitation the following facilities and improvements: landscape improvements including a seating/pedestrian gathering area and a crushed rock walking path through the grass meadow, providing pedestrian connectivity between the Borgen Boulevard sidewalk and the wetland area trails in Tract C.

C. i. The Developer agrees to construct a road, to the standard described in the City's site plan approval relating to Lots 1A and 1B of Harbor Hill Business Park (File No. PL-SPR-08-0009), within the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park, before the City issues a Certificate of Occupancy for any building within either Lot 1A or 1B of Harbor Hill Business Park, regardless whether the Developer already has dedicated the City-approved right-of-way to the City under the following subparagraph.

ii. The Developer agrees to dedicate to the City the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park (with or without the construction of a road within the right-of-way), and the City agrees to accept such dedication from the Developer, within sixty (60) days after first to occur of the following events: (a) completion of construction and dedication to the City of the roadway located within the McCormick Creek project between Burnham Drive and the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park, or (b) the Developer's completion of construction, and the City's approval of its final construction inspection, of a roadway within the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park.

D. The Developer may, at its option from time to time, request the elimination of bike lanes within one or more new public streets within the Residential Area, in exchange for wider public sidewalks along such streets. The City may grant or deny such requests in its discretion.

Section 15. Capacity Reservations.

A. There are 2,013 peak hour vehicle trips reserved by the Developer for the Project and Lots 2 (YMCA), 4A (International Church of the Foursquare Gospel), and 6 (a/k/a Village Center) of Harbor Hill Business Park under the existing Capacity Reservation Certificates. Upon the Effective Date, (1) 641 peak hour vehicle trips shall be reallocated from Harbor Hill Business Park to the Residential Area, and (2) 60 peak hour vehicle trips shall be reserved for Lot 3 (future public park) of Harbor Hill Business Park. The parties acknowledge that 258 peak hour vehicle trips of the 1,312 peak hour vehicle trip balance have been allocated to Lots 1A and 1B of Harbor Hill Business Park in prior land use decisions of the City, and 137 peak hour vehicle trips of the 1,312 peak hour vehicle trip balance have been allocated to Lot 2 (YMCA) of Harbor Hill Business Park in prior land use decisions of the City. The balance, 919 peak hour vehicle trips, shall be reserved for Lots 4A, 4B, 5, and 6 of Harbor Hill Business Park until they are assigned or reallocated either in an amendment to this Agreement, or in a separate agreement between the City and the Developer, or as may otherwise be authorized by law. In addition to other methods of assigning and allocating vehicle trips authorized by this Agreement, the Developer may, as part of a development permit application, designate the amount of remaining capacity to be allocated to portions of the Property, such as lots, blocks, parcels, or tracts included in the application, and remaining capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the Director.

B. The Developer covenants to the City that it will either pay City sewer general facility charges and purchase City sewer facility connection rights or partially relinquish its reserved rights under its sewer Capacity Reservation Certificates as to such portions of the Residential Area as the Developer may choose in its discretion,

as to a total of 275 sewer ERU's (in any combination of paid fees or relinquished rights), within ninety days after the seventh (7th) anniversary of the Effective Date. Within the Residential Area, the Developer shall pay City sewer general facility charges and purchase City sewer facility connection rights (and not relinquish its reserved rights) as to all ERU's for which the Developer has either obtained a building permit or final plat, final planned residential development, or final binding site plan approval.

C. The Developer covenants to the City that it will either pay City sewer general facility charges and purchase City sewer facility connection rights or partially relinquish its reserved rights under its sewer Capacity Reservation Certificates as to such portions of the Residential Area as the Developer may choose in its discretion, as to a total of 552 sewer ERU's (including the sewer ERU's purchased or relinquished under Section 15.B above) (in any combination of paid fees or relinquished rights), within ninety days after the fourteenth (14th) anniversary of the Effective Date. Within the Residential Area, the Developer shall pay City sewer general facility charges and purchase City sewer facility connection rights (and not relinquish its reserved rights) as to all ERU's for which the Developer has either obtained a building permit or final plat, final planned residential development, or final binding site plan approval.

D. If the Developer partially relinquishes its reserved capacity under its sewer Capacity Reservation Certificates as described above, and if the Developer holds any preliminary plat, preliminary planned residential development, or preliminary binding site plan approval (a "Preliminary Approval") for development within the Residential Area in excess of its remaining reserved capacity, then either the Developer shall file with the City an application to amend its Preliminary Approvals to reduce the number of proposed ERU's to the number of reserved sewer ERU's or less within one hundred twenty (120) days after the date of such relinquishment or the Developer shall not submit to the City and the City shall not approve any application for final approval of any plat, PRD, or binding site plan within the Residential Area until such time as the Developer files an application to amend its Preliminary Approvals to reduce the number of proposed ERU's to the number of reserved sewer ERU's or less. In no event shall any Preliminary Approval confer upon the Developer a vested right to obtain final plat approval as to any ERU for which the Developer does not hold a valid sewer Capacity Reservation Certificate at the time of final plat approval.

Section 16. Setbacks. Setbacks otherwise required under GHMC 17.54.030.B shall not be required from either the north or west boundaries of Lot 3 of Harbor Hill Business Park.

Section 17. Residential Density. Each phase of the residential development of the Project may contain areas within which residential density is clustered, potentially exceeding residential density limits as to such areas, but such variations

shall be permitted as long as they are offset by corresponding reductions in existing or future residential density in other portions of the Residential Area, so that the aggregate residential density within the Residential Area shall at all times comply with the Existing Land Use Regulations.

Section 18. Model Homes.

A. The parties acknowledge that the most efficient and economic development of the Residential Area depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Residential Area to allow the Developer or Homebuilder to construct model homes within the Residential Area prior to approval and recording of a final plat. Therefore, the parties agree that the Developer and any Homebuilder shall be entitled to construct model homes within the Residential Area in accordance with the following terms and conditions;

B. The Developer and any Homebuilder may submit building permit applications for up to eight (8) model homes within eight (8) lots per phase, as such phases are described on the Phasing Plan and as such lots are depicted on an approved preliminary plat, prior to recording of the final plat. The City shall review and approve or deny the applications regardless whether the final plat is recorded. Prior to issuance of building permits for the model homes, the following requirements must be satisfied:

i. Retention/detention facilities that serve the model home lots shall be constructed in accordance with the engineered drawings approved by the City of Gig Harbor.

ii. Construction of road improvements necessary to provide safe public access to the model homes from existing public roadways shall be completed. The City Engineer shall have sole discretion to determine the definition of safe public access. The road improvements shall consist of subgrade, curb and gutter, sidewalk and first lift of asphalt in the final roadway alignment, from the existing public roadways to the furthest proposed model home. These improvements shall be in accordance with the engineered drawings approved by the City.

iii. Water and sewer facilities shall be installed to each lot proposed for model homes.

iv. All proposed streets serving the model homes shall be adequately marked with street signs.

v. All impact fees and utility general facility charges for model homes shall be paid prior to the issuance of building permits for the model homes.

vi. Fire protection features, including access, hydrants, and fire flow, must be provided in accordance with GHMC Chapter 15.16 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection features may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel.

vii. Traffic mitigation fees for all model homes shall be paid as required by law or as agreed by the City and the Developer as to the Residential Area.

C. In addition to the foregoing requirements, each residential building permit application for a model home shall include the following submittals:

i. Building plot plans showing the locations of the proposed model homes with distances indicated from the proposed final plat lot lines.

ii. Overall site plan showing the temporary improvements specific to the model homes such as the location of signage, flags, banners, fencing, landscaping, and impervious surfaces such as parking areas and sidewalks.

D. A final and complete Certificate of Occupancy shall not be granted for any of the model homes until the final plat has been recorded. However, the applicant may request final inspection and temporary occupancy for model homes prior to final plat recording, provided:

i. The Developer and Homebuilder have complied with applicable state law with regard to any agreements to transfer, sell, or lease property within the preliminary plat prior to final plat recording.

ii. All Building and Fire Safety requirements and Public Works Standards have been met to the satisfaction of the City's Building and Fire Safety Director and City Engineer.

iii. Driveway approaches for each model home requesting occupancy have been installed.

iv. Repairs to the roadway improvements have been completed as necessary due to damage as a result of model home construction.

v. Completion of miscellaneous utility work as necessary to minimize potential for damage to vehicles or tripping hazards.

vi. Completion of miscellaneous work to provide access for maintenance or operation of underground utilities.

E. Prior to final plat approval, either the Developer or Homebuilder shall submit two (2) copies of a plot plan delineating the as-built location of the model home on the lot. The corners of the lot shall be set by a registered professional land surveyor prior to commencement of construction.

F. The model homes and all associated improvements, including any parking lot, shall be removed within six (6) months after the last to occur of the following events:

i. Preliminary plat approval has expired and no extension has been granted, and

ii. The portion of the Residential Area within which the model home is located has been denied final plat approval and either all appeal periods have been exhausted without the commencement of an appeal or all appeals have been dismissed or otherwise resolved.

Section 19. Default.

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

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or if a cure is not being diligently pursued, the other party may, at its option, institute legal proceedings and pursue any remedy available under the law. In addition, the City may file an action to enforce the Gig Harbor Municipal Code, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code, for violations of this Development Agreement and the Code.

Section 20. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

Section 21. Termination. This Agreement shall terminate upon the expiration of the term identified in Section 6 or when the Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form

satisfactory to the City Attorney. Upon the City's issuance of a final and complete Certificate of Occupancy for any building within any portion of the Property, the description of the Property subject to this Agreement shall be deemed amended to exclude such portion, and any successor owner of such portion shall be released from all liabilities, obligations, and other covenants arising under this Agreement, and shall have no rights under this Agreement; provided, however, that the foregoing shall not release the Developer from any liability or obligation arising under this Agreement.

Section 22. Effect of Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 23. Effect of Termination on Developer Rights. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 24. Assignment and Assumption; No Third Party Beneficiaries.

A. Harbor Hill shall have the right to assign all or any portion of its rights, liabilities, and obligations under this Agreement, subject to the conditions of Section 24.B.

B. Harbor Hill shall be released of all liabilities and obligations under this Agreement as to any portion of the Property upon its assignment of all such liabilities and obligations to any successor developer and owner of such portion of the Property if the following conditions are met: (1) Harbor Hill provides 30 days advance written notice of the assignment to the City; (2) the assignee assumes in writing all liabilities and obligations of Harbor Hill under this Agreement as to such portion of the Property, and (3) one of the following exists: (a) Harbor Hill retains a fifty percent (50%) or more equitable interest in the assignee and is the managing entity or actively involved in development of the Project; (b) the assignee is a wholly-owned subsidiary of Harbor Hill, OPG Properties LLC, or Pope Resources; (c) the assignee has a financial net worth that equals or exceeds at least twice the amount of outstanding financial obligations, at the time of the assignment, allocable to the portion of the Property to which the assignment relates as determined by the

Director; (d) substantially all of the on-site and off-site mitigation has been completed or adequate security therefor, as determined by the Director, has been provided; or (e) the City otherwise consents, in its sole discretion. If the conditions for release are met under this subsection, then from and after the date of such assignment, Harbor Hill shall have no further liability or obligation under this Agreement as to the portion of the Property to which the assignment relates (except to the extent Harbor Hill has an equitable interest in assignee) and the assignee shall exercise the rights and perform the obligations of Harbor Hill under this Agreement as to such portion.

C. This Agreement is made and entered into for the sole benefit and protection of Harbor Hill, the City, and their respective successors and assigns, and no other person shall have any right of action based upon any provision of this Agreement, except as expressly provided otherwise in this Agreement. There are no third party beneficiaries of this Agreement.

Section 25. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, their respective successors and assigns.

Section 26. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 27. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to the Developer:
Harbor Hill LLC
Attn: President
19245 Tenth Avenue N.E.
Poulsbo, WA 98370

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

Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such

notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 28. **Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff, legal and consultant costs not otherwise included within application fees. Such payment of all fees shall be made, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer. In the event Developer fails to pay the fees within the 30-day period, the City may declare the Developer in default and terminate this Agreement after 30 days written notice if the default is not timely cured.

Section 29. **Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 30. **Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 31. **Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 32. **Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the Effective Date, such invalidity shall not affect the validity of the remainder of this Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

HARBOR HILL LLC

By: [Signature]
Its: President
Date: 11/4/10

CITY OF GIG HARBOR

By: [Signature]
Its: Mayor
Date: 11/4/10

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF WASHINGTON)
COUNTY OF Kitsap) ss.

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

DATED: 11/4/2010



[Signature]
Printed: SARAH J. STEFFEN
NOTARY PUBLIC in and for Washington
Residing at: 4001 5th, Kitsap County
My appointment expires: 12/15/2010

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: Nov 9 2010



Molly M Towslee
Printed: Molly Towslee
NOTARY PUBLIC in and for Washington
Residing at: Gig Harbor
My appointment expires: 12/2/11

EXHIBIT A

Legal Description of the Property

RESIDENTIAL AREA

TAX PARCEL NUMBER 0222308002

LOT 2 OF THE CITY OF GIG HARBOR SHORT PLAT PL-SP-07-005, RECORDED UNDER PIERCE COUNTY AFN 200902135006, SAID LOT 2 BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY WASHINGTON.

TAX PARCEL NUMBER 0222311000

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.
EXCEPT ROADS.
SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NUMBER 02222311009

PARCEL "B" OF THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY AFN 200407275004, SAID PARCEL "B" BEING PORTIONS OF THE WEST HALF OF THE NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.
SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

COMMERCIAL AREA

TAX PARCEL NUMBER 4002470011

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID LOT 1, THENCE NORTH 77°06'13" WEST 644.52 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 1;
THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:
THENCE NORTH 88°22'24" WEST 110.70 FEET;
THENCE NORTH 05°55'53" EAST 181.58 FEET;
THENCE SOUTH 88°22'24" EAST 33.73 FEET;
THENCE NORTH 14°26'00" EAST 232.65 FEET;
THENCE SOUTH 48°15'42" EAST 247.61 FEET;

THENCE NORTH 77°19'55" EAST 95.23 FEET;
THENCE NORTH 37°16'34" EAST 168.29 FEET;
THENCE SOUTH 88°22'24" EAST 177.38 FEET TO A POINT ON A 766.00 FOOT CURVE TO THE
RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64°21'11" WEST
THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 358.65 FEET, THROUGH A
CENTRAL ANGLE OF 26°49'36";
THENCE SOUTH 01°10'47" WEST 189.66 TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470012

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A PORTION
OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.
PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61' NORTHERLY OF THE
SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID LOT 1;
THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:
THENCE SOUTH 01°10'47" WEST 287.61 FEET;
THENCE NORTH 88°22'24" WEST 631.54 FEET;
THENCE NORTH 01°15'21" EAST 412.28 FEET TO AN ANGLE POINT IN SAID BOUNDARY;
THENCE DEPARTING SAID BOUNDARY SOUTH 77°06'13" EAST 644.52 FEET TO THE POINT OF
BEGINNING.

TAX PARCEL NUMBER 4002470030

LOT 3, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER
AUDITOR'S FILE NUMBER 200605235007, SAID LOT 3 BEING PORTIONS OF THE NORTHWEST
QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2
EAST, W.M. PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 4002470042

THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE BUSINESS
PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED IN PIERCE COUNTY
WASHINGTON, AUDITOR'S FILE NUMBER 200710195003 FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR HILL
DRIVE, THENCE N 01°10'47" E ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 514.00
FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING N 01°10'47" E ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE
428.04 FEET TO THE NORTHERLY BOUNDARY OF THE PARCEL;
THENCE S 88°15'35" E ALONG THE NORTHERN BOUNDARY 585.60 FEET TO THE EASTERN
BOUNDARY OF THE PARCEL;
THENCE S 06°02'54" W, 12.02 FEET;
THENCE S 27°57'14" W, 112.58 FEET;
THENCE S 01°33'50" E, 199.54 FEET;
THENCE S 00°23'25" W, 110.52 FEET TO THE SOUTHERN BOUNDARY OF THE PARCEL;
THENCE N 88°49'13" W, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS
DESCRIPTION.

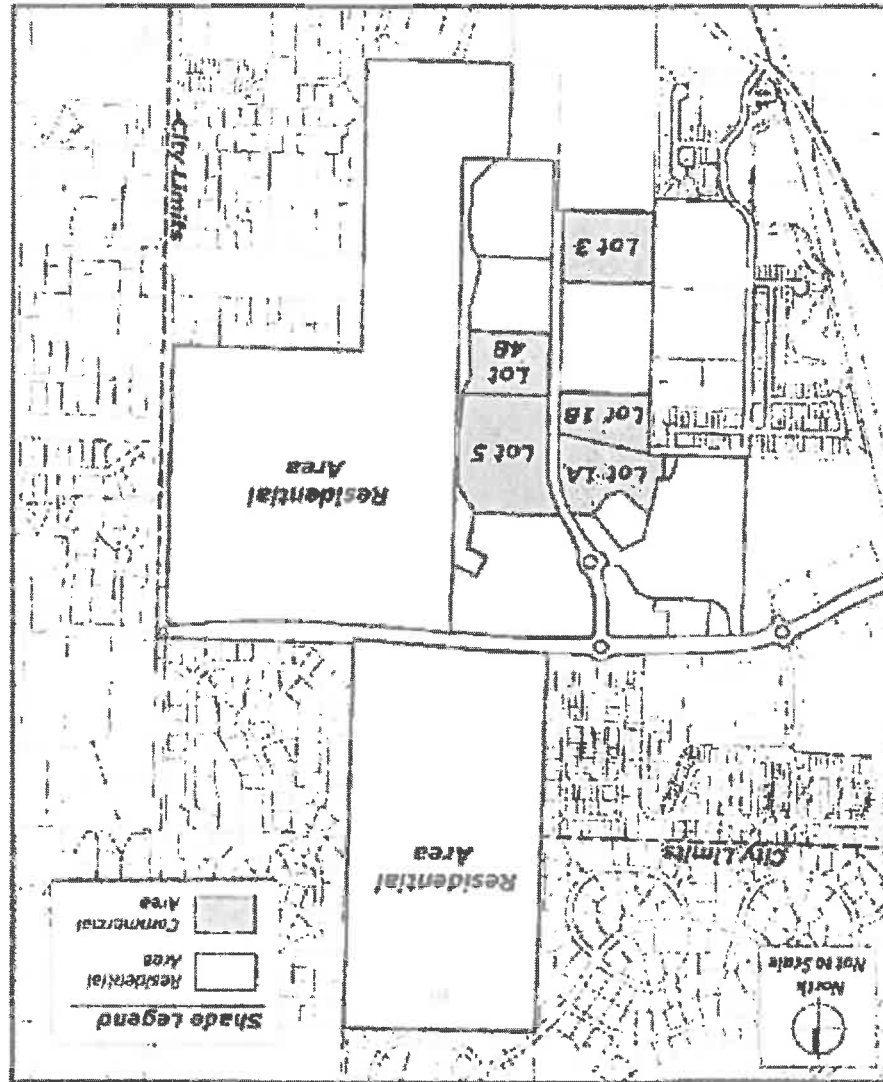
ACCORDING TO REQUEST OF SEGREGATION AS PER CITY OF GIG HARBOR, DATED
02/06/2008.

TAX PARCEL NUMBER 4002470051

PARCEL "B" OF THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY
AUDITOR'S FILE NUMBER 200710196003, SAID PARCEL "B" BEING PORTIONS OF THE
NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22
NORTH, RANGE 2 EAST, W.M. PIERCE COUNTY, WASHINGTON.

DWT 15265037v16 0046183-005201

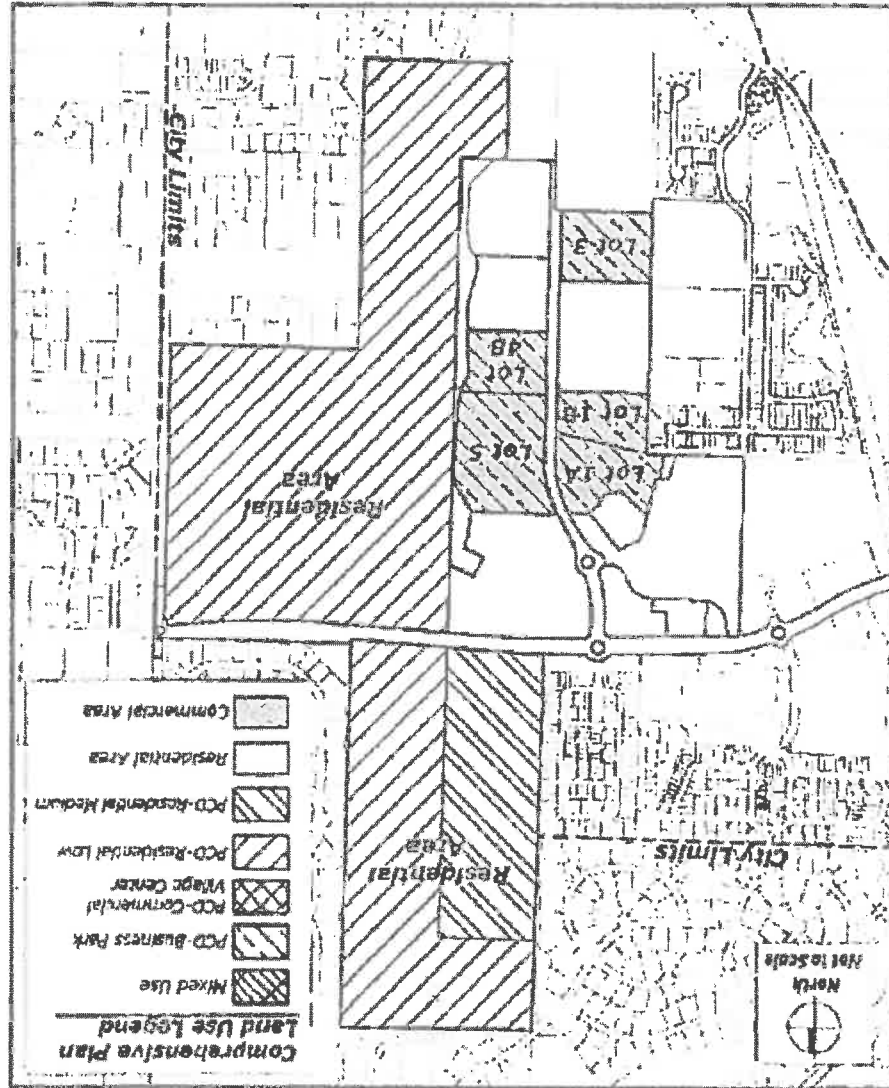
27



Property Map

EXHIBIT B

DWT 15265037v16 0046183-005201



Comprehensive Plan Map Designations of Property

EXHIBIT C

EXHIBIT D

Zoning Map Designations of Property

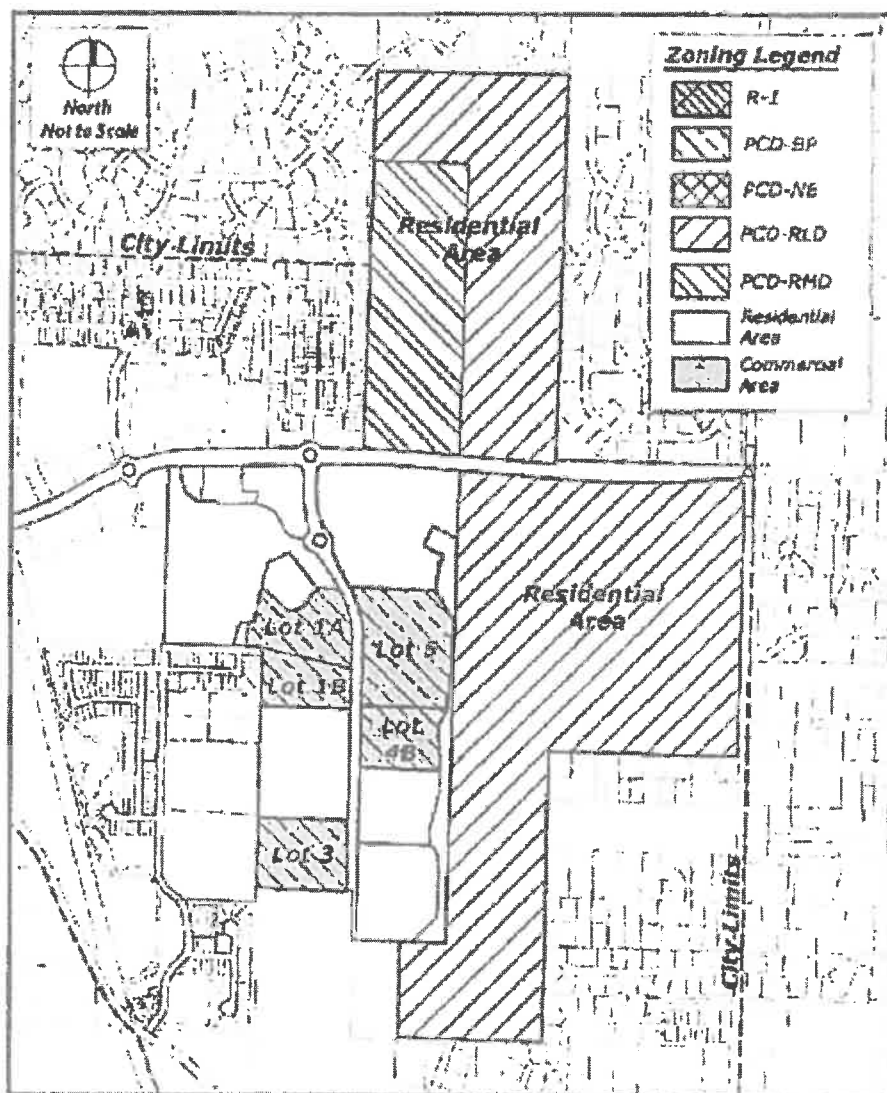


EXHIBIT E

List of Environmental Documents

1. **Harbor Hill Preliminary Drainage Report**, December 2, 2008, REVISED May 27, 2009 – Triad Associates.
2. **Preliminary Plat/PRD Site Plans**, December 2, 2008, REVISED Aug 16, 2010 – Triad Associates
 - a. Grading Plans
 - b. Storm Drainage
 - c. Road and Utilities
 - d. Landscape and Irrigation
 - e. Tree Retention
 - f. Circulation
3. **Harbor Hill Planned Residential Development Plat Project Description**, December 2, 2008, REVISED Aug 16, 2010 – Triad Associates
4. **Wetland Analysis Report**, - May 21, 2007 – Wiltermood Associates, Inc.
5. **Harbor Hill Wetland Mitigation Plan**, - November 21, 2008 – Wiltermood Associates Inc.
6. **Harbor Hill Development - Traffic Impact Analysis**, November 2008, with SUPPLEMENT dated May 27, 2009 – The Transpo Group.
7. **Report Geotechnical Engineering Services Harbor Hill Residential Property**, October 27, 2008 – GeoEngineers.
8. **SEPA Environmental Checklist** dated December 2, 2008, and revised May 27, 2009, and August 16, 2010, relating to the Harbor Hill PRD Application.
9. **SEPA Environmental Checklist** dated October 10, 2010, relating to Harbor Hill Development Agreement.
10. **Gig Harbor North Annexation Plan Draft Environmental Impact Statement** dated October 7, 1992
11. **Gig Harbor North Annexation Plan Final Environmental Impact Statement** dated February 24, 1993

EXHIBIT F

SEPA Threshold Determination



COMMUNITY DEVELOPMENT DEPARTMENT

Determination of Nonsignificance (DNS) W.A.C. 187-11-870

Environmental Review Application No.: SEPA 10-0021

Parcel Number: Pierce County Parcel Numbers: 0222304008,
0222311009, 0222311000, 4002470011, 4002470012,
4002470030, 4002470042, 4002470051, 4002470060

Action: Development Agreement

Proposal: The proposal is a nonproject, legislative action to execute a development agreement between the City of Gig Harbor and Harbor Hill LLC.

The development agreement is associated with a preliminary plat and preliminary planned residential development application (PL-PPLAT-08-0001 and PL-PRD-08-0001) for an 824 dwelling units plat/PRD on 200 acres. The development agreement is also associated with lots 1A, 1B, 3, 4B, 5 and 6 of the Harbor Hill Business Park which received final plat approval in 2006. In general, the development agreement would: grant 20-year vesting of the Harbor Hill residential plat; grant 10-year vesting of the Harbor Hill Business Park Lot 1A/1B site plan; waive park impact fees and reduce nonresidential open space requirements in consideration for the dedication of a 7 acre public park; transfer reserved peak PM traffic trips from the Harbor Hill Business Park to the Harbor Hill Residential Plat in consideration of the construction and dedication of a public road through Lot 1A/1B; allow for model homes prior to final plat approval; require the payment of sewer connection fees in a timely manner or lose reserved sewer capacity; allow the residential project to not meet the minimum residential density and open space requirements on a phase by phase basis, as long as the development in aggregate does meet the required density and open space requirements.

Location: 251 acres both north and south of Borgen Boulevard, east of Costco and The Ridge at Gig Harbor, including some of the Harbor Hill Business Park and all of the proposed Harbor Hill

residential plat.

Proponent: Harbor Hill LLC
John Chadwell, Senior Project Manager
19245 Tenth Avenue NE
Poulsbo, WA 98370

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); Comments must be submitted by October 27, 2010.

Phased SEPA Review: The Harbor Hill Residential Plat is undergoing phased SEPA review as allowed by WAC 197-11-060(5). This non-project SEPA threshold determination relates to the proposed development agreement and the development regulations modified within the development agreement. Project SEPA review for the residential plat will occur later in 2010 as part of the preliminary plat review process.

Appeal:

Any interested person may appeal the adequacy of this SEPA Threshold Determination to the Gig Harbor City Council pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within 7 days after the end of the comment period, or November 3, 2010, whichever is later. The written appeal must be submitted with a filing fee of two hundred seventy five dollars (\$275.00).

Contact: Jennifer Keeler, Senior Planner; Phone: (253) 851-6170

Responsible Official: Tom Dolan
Position Title: Planning Director Phone: (253) 851-6170

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Signature  **Date:** October 13, 2010

EXHIBIT G

Project Description

1. Residential Area

The Residential Area shall comprise the uses and facilities described in that certain "Harbor Hill Planned Residential Development Project Description" October 4, 2010, prepared by Triad Associates, a copy of which is maintained in the files of the Planning Director of the City of Gig Harbor under File Nos. PL-PPLAT-08-0001, PL-PRD-08-0001, PL-REZ-08-0001, PL-DRB 08-0105, PL-SEPA-08-0034.

2. Commercial Area

The Commercial Area shall comprise office uses, retail uses, other commercial uses, institutions, parks and open space, transportation facilities, utility facilities, and storm water facilities.

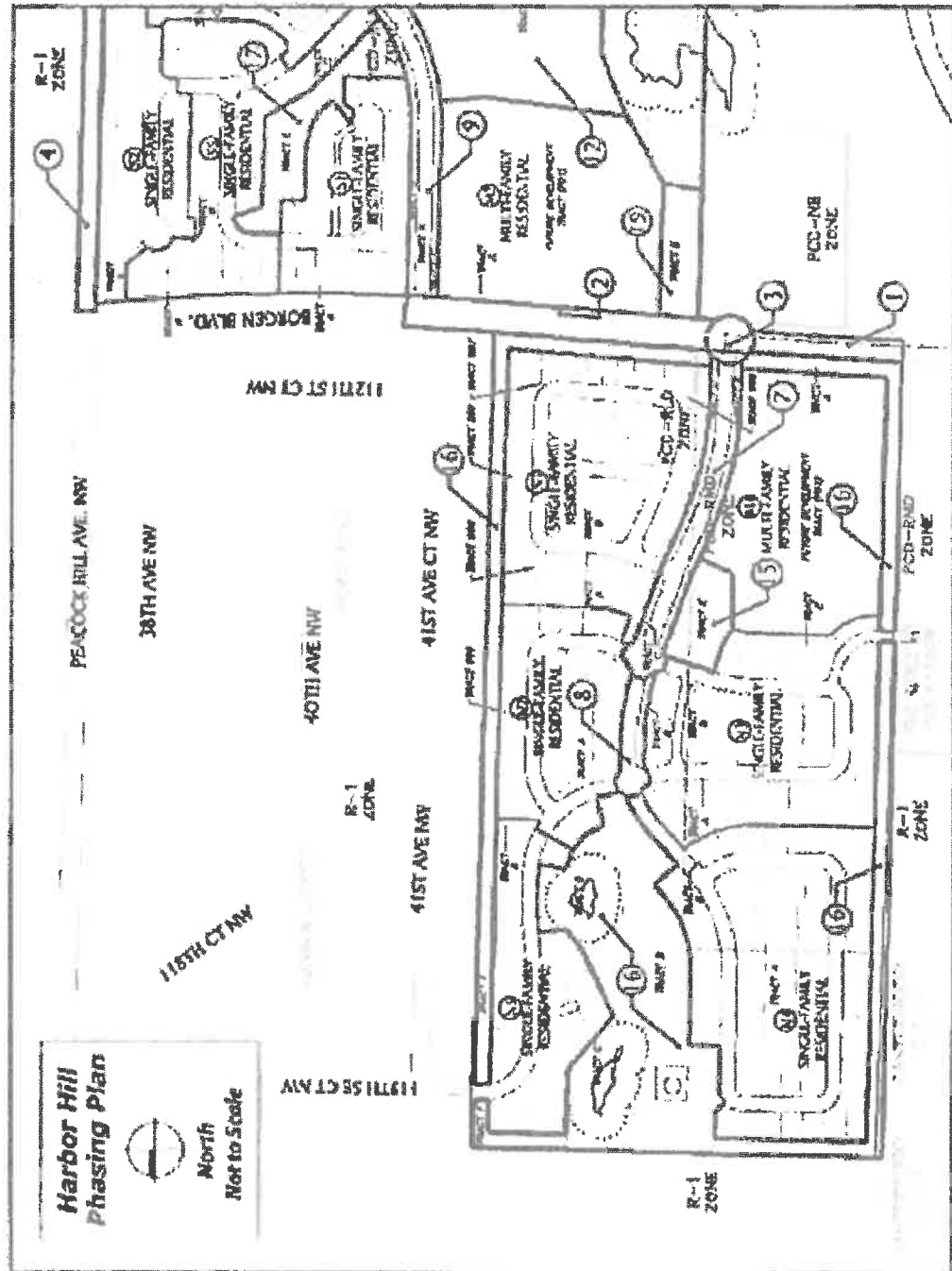
EXHIBIT H

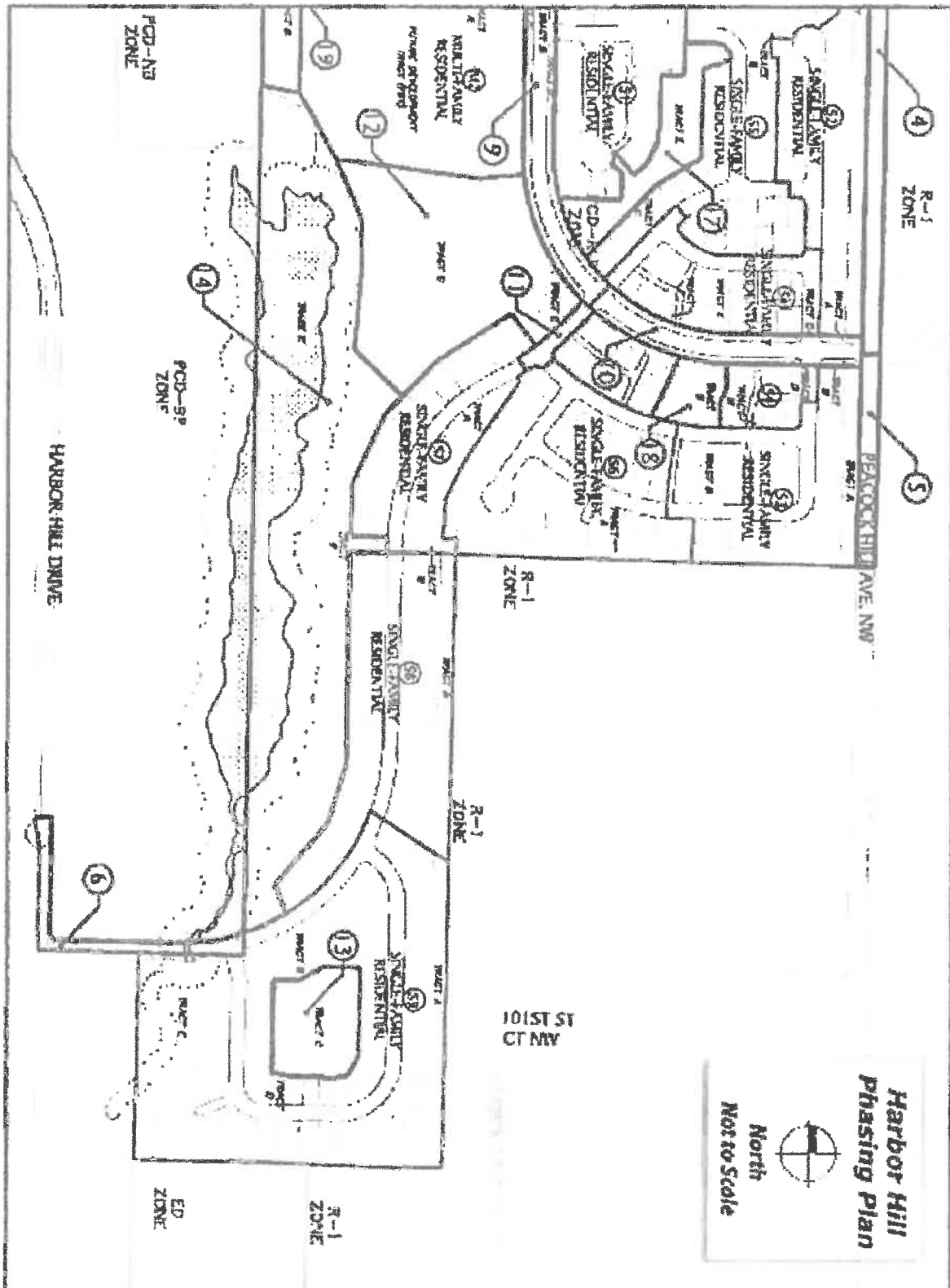
List of Modified City Development Standards

Item No.	Description	GHMC Section	Agreement Section
1	Increased vesting periods for Project approvals	Various	6.D
2	Reduction of Harbor Hill Business Park open space requirements from 20 percent to 15 percent of lot area based on dedication of Lot 3 for public park	17.54.030.C	13.H.iii
3	Director approval of certain revisions to Phasing Plan	19.01.003	13.A
4	No setbacks under GHMC 17.54.030.B required along certain boundaries of Lot 3 (future public park) of Harbor Hill Business Park	17.54.030.B	16
5	Allowing clustering of residential density	Title 17	17
6	Allocations of capacity reservations	Chapter 19.10	15

EXHIBIT I

Phasing Plan





INFRASTRUCTURE		DEVELOPMENT PHASE															
		FDT		SFR NORTH					SFR SOUTH								
		M1	M2	N1	N2	N3	N4	N5	S1	S2	S3	S4	S5	S6	S7	S8	S9
Dwelling Units		170	100	63	28	38	57	25	38	26	32	50	45	40	17	29	66
ROADS	1. Borgen Blvd Frontage - West	X	--	--	--	--	--	--									
	2. Borgen Blvd Frontage - East		--	X					--	--	--	--	--	--	--		
	3. Roundabout on Borgen	X		X	--	--	--	--									
	4. Peacock Hill Ave Frontage - North									X	--	--					
	5. Peacock Hill Ave Frontage - South									--	X	--					
	6. Harbor Hill Dr Off-Site															X	X
	7. North Parkway south section	X		X	X	X	X	X									
	8. North Parkway north section				--	--	X	X									
	9. South Parkway north section		X						X	--	--	--	X	X	X		
	10. South Parkway south section								--	X	X	X	--	--	--		
	11. South Parcel Collector stub											X		X	X		
STORM PONDS	12. Detention North (M1- Tract D)	X	X	X	X	X	X	X	X	X	X	X	X	X			
	13. Detention South (S9- Tract C)														X	X	X
OPEN SPACE/ PARKS	14. South Wetland /Loop Trail (M2- Tracts C, F)		X						X	X	X	X	X	X	X	X	X
	15. North Central park (N1- Tract E)	X		X	X	X	X	X									
	16. North Wetland Park & Perimeter Open Space (M1- Tracts A, B, C, D, E, F)	X		X	X	X	X	X									
	17. South Connector Park (S1- Tract E)								X				X				
	18. South Central Park (S4- Tract G)										X	X		X			
	19. Gateway Park (M2- Tract B)		X														
NOTES:																	
1. All infrastructure must be completed prior to or concurrent with development phase.																	
2. Two means of egress, egress, the noted infrastructure improvements may be initiated by a number of the indicated parcels coming online ahead of the primary parcel requiring the improvement. This will be determined in consultation with the City during the pre-construction phase of the given development.																	
3. The sequence of construction may depend on completion of other phases for road and utility construction.																	
4. Numbering of phases does not necessarily indicate sequence of development (e.g. N3 and N4 could develop before N2).																	
5. Parkways road improvement includes abutment & turn speed improvements.																	
6. During final engineering design, ultimate design solutions may be brought forward. These may be approved if, and only if, it is found that the preliminary design is a functional design and the preliminary design shown in the Preliminary Plan 902 meets. For example, temporary storm drainage detention could be provided if it provided required flow detention in a position to allow water ponding in the preliminary plan, 902 or if there is a means to divert flows to the nearest pond when the ponding required it to be contained to permanent detention.																	

SETTLEMENT AGREEMENT

Village at Harbor Hill

This Settlement Agreement ("**Agreement**") is made and entered into by and between Harbor Hill, LLC, a Washington limited liability company with its principal place of business at 19950 7th Ave. NE, Suite 200, Poulsbo, WA 98370 ("**Harbor Hill**") and the City of Gig Harbor, a Washington municipal corporation with its principal place of business at 3510 Grandview Street, Gig Harbor, WA 98335 ("**City**"). Harbor Hill and the City are referred to collectively herein as the "**Parties**" and each individually as a "**Party**."

RECITALS

A. **WHEREAS**, Harbor Hill is in the process of developing a mixed-use project known as the Village at Harbor Hill (the "**Project**") on a tract of real property it owns in the City of Gig Harbor (the "**Project Site**"). The Project Site is generally depicted on the Preliminary Site Plan attached to this Agreement as Exhibit A.

B. **WHEREAS**, to address the phased buildout of the Project, as well as other matters, Harbor Hill and the City have executed that certain Development Agreement dated November 28, 2017, which has been recorded under Pierce County Auditor's File No. 201712010740 (the "**Development Agreement**").

C. **WHEREAS**, the City issued a decision approving Harbor Hill's applications for Major Site Plan Review (Permit No. PL-SPR-17-0007), Design Review (Permit No. PL-DR-16-0226), Binding Site Plan (PL-BSP-17-0002) and Alternative Landscaping Plan (PL-ALP-18-004) on August 14, 2018 (each, a "**Project Approval**" and, collectively, the "**Project Approvals**").

D. **WHEREAS**, on December 10, 2018, the City Council passed Gig Harbor Municipal Ordinance 1401 ("**Ordinance 1401**") and the Mayor of the City signed Ordinance 1401 as adopted by the City.

E. **WHEREAS**, a dispute arose between Harbor Hill and the City regarding the validity of Ordinance 1401 (the "**Dispute**"). Harbor Hill believes that Ordinance 1401 would impose a cost increase of over \$2,000,000 on the Project. Harbor Hill further claims that Ordinance 1401 is invalid because it resulted from an arbitrary process, and because its adoption and terms violate RCW 36.70A, *et seq.* (the "**Growth Management Act**") and related statutory mandates regarding impact fees, including RCW 82.02.050-.090; the State Environmental Policy Act ("**SEPA**"); and Gig Harbor Municipal Code (referred to herein as the "**Code**" or "**GHMC**") ch. 19.12, *et seq.*

F. **WHEREAS**, Harbor Hill commenced a lawsuit seeking invalidation of Ordinance 1401 and other relief, which is currently pending in in Pierce County Superior Court as *Harbor Hill, LLC v. City of Gig Harbor*, No. 19-2-04520-1 (the "**Lawsuit**").

G. **WHEREAS**, the City has responded to the Lawsuit, and claims that Ordinance 1401 is a valid and enforceable traffic impact fee ordinance because it is consistent with State and local impact fee statutes and codes. The City also claims that the process used by the City to adopt

Ordinance 1401 was well-reasoned and not arbitrary, and that the ordinance complies with the Growth Management Act and was exempt from SEPA review.

H. **WHEREAS**, the Parties wish to resolve the Dispute and all claims between them without further litigation or costs to either side; and provide for the full and final dismissal of the Lawsuit, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are expressly incorporated into this Agreement by this reference.

2. **Amendments to Project Conditions and Requirements.** As soon as practicable after the Parties' mutual execution of this Agreement, and as a condition precedent to Harbor Hill's obligation to dismiss the Lawsuit, the City shall diligently process and approve amendments to both the Development Agreement and the Project Approvals, as well as any SEPA determination or other associated City actions or approvals (collectively, the "**Project Amendments**") to ensure their consistency with the additional terms and conditions outlined in Subsection 2.a through 2.d, below (collectively, as the "**Modified Project Conditions**"). The form of the Project Amendments (i) shall be reviewed and agreed upon by the Parties and their respective legal counsel prior to their proposal; and (ii) shall expressly state that the Modified Project Conditions supersede, replace, and control over any inconsistent condition or requirement of the current Development Agreement or Project Approvals. Nothing in this Section 2 shall prevent further, future modifications to the Development Agreement or the Project Approvals so long as the Modified Project Conditions apply for the life of the Project.

a. **Streetlights:**

1. Harbor Hill will replace any City streetlight removed as a result of Project construction with a streetlight meeting the City's streetlight standards existing on the date of execution of this Agreement.
2. Harbor Hill will make a one-time cash payment to the City of \$60,000, which the City may use in its discretion to re-lamp, repair, or replace any other streetlights in or near the Project Site at the City's sole cost and expense. With the exception of the work expressly described in Subsection 2.a.1, above, Harbor Hill shall have no further responsibility to install streetlights in or near the Project Site during its buildout of the Project. Payment will be made at the time of the City's final issuance of a building permit for the first building to be constructed on the Project Site pursuant to the Project Approvals.

b. **Rectangular Rapid Flash Beacons ("RRFBs"):**

1. Harbor Hill will install RRFBs on the two new roundabout legs to be constructed at the entrance / exit point of the Project Site, as shown on Exhibit B hereto.
 2. Harbor Hill will make a one-time cash payment to the City of \$470,000, which the City may use in its discretion to install RRFBs and make ADA improvements in or near the Project Site, or for other City purposes, at the City's sole cost and expense. With the exception of the work expressly described in Subsection 2.b.1, above, Harbor Hill shall have no further responsibility to install RRFBs in or near the Project Site during its buildout of the Project. Payment will be made at the time of the City's final issuance of a building permit for the first building to be constructed on the Project Site pursuant to the Project Approvals.
- c. Impact Fee Calculation/Trip Generation Rates. So long as the Project is developed in substantial conformity with the currently-approved Master Site Plan, including a grocery store, a shopping center, and any residential uses developed pursuant to this Agreement, the general "Shopping Center" trip generation rate (ITE Land Use Code 820) shall be used to calculate total trips for all buildings and uses developed within the Project Site, instead of the actual uses proposed for each individual building. Notwithstanding the foregoing, the standard ITE trip generation rate for any restaurant, coffee shop, or residential use developed in the Project shall be used to calculate trips for any such use developed within the Project Site. The actual number of net new trips shall be calculated consistent with most current ITE Methodology at the time the Project Site owner applies for permits pursuant to GHMC 19.12.110, with standard pass-by rate deductions applied to the uses developed within the Project Site. The internal capture rate reduction shall be set at 30% and will be applied to the total trips for the applicable uses developed within the Project Site. The \$5,071 per-trip impact fee rate established by Ordinance 1401 will apply to the total number of trips, once calculated consistent with this Subsection 2.c. This Subsection 2.c shall not affect any other City charges or fees that may apply to the Project pursuant to the City's Code.
- d. Residential Uses.
1. The Project Amendments shall remove the prohibition on residential uses on the portions of the Project Site that are currently zoned PCD-NB (referred to herein as the "Residential Use Tract"). The general location of the Residential Use Tract is depicted, and highlighted for reference, in the Preliminary Site Plan attached to this Agreement as Exhibit A. The precise location of the Residential Use Tract shall be determined as provided in GHMC 17.12.050. The effect of the Project Amendments will be to allow Harbor Hill to apply for land use approvals for residential development on the Residential Use Tract as permitted under the existing PCD-NB zoning. No permit shall be issued

for construction of any residential structure until Phase 1 of the Project as depicted on the modified Construction Phasing Plan approved by the City on September 25, 2018 is complete.

2. Should Harbor Hill elect to develop residential uses on the Residential Use Tract in the future, the City shall consider and decide on any associated land use applications and/or proposals in good faith as long as the applications meet the requirements of the PCD-NB zoning in effect at the time of this Agreement. At least ten percent (10%) of any residential units developed on the Residential Use Tract will be affordable to households with incomes at or below seventy percent (70%) of the average median income for Pierce County, as adjusted periodically. The parties agree to jointly seek to find a governmental entity, such as the Pierce County Housing Authority, to help oversee the development and ongoing use of any such units as affordable.

3. **Dismissal.** Harbor Hill shall be obligated to dismiss the Lawsuit when, and only when, the Project Amendments have been formally adopted by the City, and any associated appeal period has lapsed without any appeal being filed; or, in the event that any such appeal is filed, the issuance of a final order by a court or tribunal of competent jurisdiction upholding the Project Amendments which is not subject to further appeal (referred to herein as the "**Final Amendment Date**"). If the condition precedent stated in this Section 3 is not fulfilled on or before December 31, 2020, and the Parties have not agreed in writing to an extension of this date, this Agreement shall terminate automatically and the Parties may proceed to litigate the Lawsuit or discuss alternate means of resolving the Dispute. Otherwise, within fifteen (15) business days of the Final Amendment Date, Harbor Hill shall file with the applicable court a dismissal of the Lawsuit with prejudice.

4. **Successors, Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns. The parties agree to record a copy of this Agreement, or a Memorandum thereof, in the records of Pierce County in order to provide notice and ensure its binding effect on subsequent owners of the Project Site. After the Lawsuit is dismissed, in the event that Harbor Hill or any future owner of the Project Site (a) commits, and fails to promptly cure upon written notice, a material breach of any of the terms of this Agreement, or (b) obtains approval from the City for amendments to any of the Modified Project Conditions set forth in Subsections 2(a), 2(b), or 2(d), above, or (c) obtains approval from the City for any change in land uses or development on the Project Site that does not include a mixed use shopping center with a grocery store; this Agreement shall terminate, and the full amount of the TIF under the currently applicable city ordinances and codes shall be paid for all future development on the Project Site.

5. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written understandings, statements, representations, or promises with respect to its subject matter. This Agreement was the subject of negotiation between the Parties and the Parties agree that any rule of construction requiring that the Agreement be construed against the drafter shall not apply to the interpretation of this Agreement.

7. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

8. **No Admission of Fault, Liability, or Merits of Claims.** It is understood and agreed that this Agreement is made as part of a compromise and settlement of the Dispute, and that no action taken by any Party, either previously or in connection with said compromise and settlement, shall be deemed or construed to be an admission of said Party of any fault or liability whatsoever.

9. **Fees, Costs, and Expenses.** In the event of any suit, action, or arbitration to interpret or enforce this Agreement, the prevailing Party shall be entitled to its attorneys' fees (including paralegal fees), costs (including the costs of experts), and expenses, at any trial or arbitration, and on appeal.

10. **No Assignment.** Each Party represents and warrants that it is the sole and rightful owner of all rights, title, and interest in every claim, right, and cause of action that it releases and/or discharges herein. Each Party hereby represents, warrants, and agrees that it has not assigned or otherwise transferred its interest in the claim, rights, and/or causes of action that are released and/or discharged pursuant to the terms of this Agreement.

11. **Amendment.** This Agreement shall not be modified without the written consent of all Parties.

12. **Authority.** Each person executing this Agreement, by their execution hereof, represents, covenants, and warrants to the other Parties hereto that they have full right, power, and authority to bind the Party on whose behalf they are executing this Agreement to the obligations herein.

13. **Counterparts.** This Agreement is not effective until it is signed by authorized representatives of all Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy of image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed, counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

14. **Joint Statement.** Upon execution of this Agreement, the parties shall agree upon and issue a joint statement. The joint statement shall indicate (a) that parties have settled the litigation, (b) that both parties are satisfied with the settlement, (c) that the settlement provides the

City with satisfactory mitigation for the traffic impacts of the Project, and (d) that Harbor Hill is satisfied that the settlement improves the economic feasibility for the Project, including the proposed grocery store.

The Parties have executed this Agreement and agreed to the terms above on the last date set forth below.

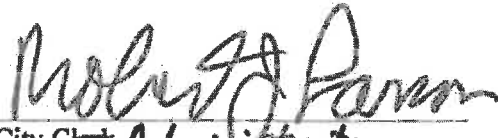
HARBOR HILL LLC,
a Washington limited liability company

By: 
Name: Jon Rose
Its: Vice President
Date: 8-24-20

CITY OF GIG HARBOR,
a Washington municipal corporation

By: 
Name: Kit Kuhn
Its: Mayor
Date: 8-25-20

ATTEST:

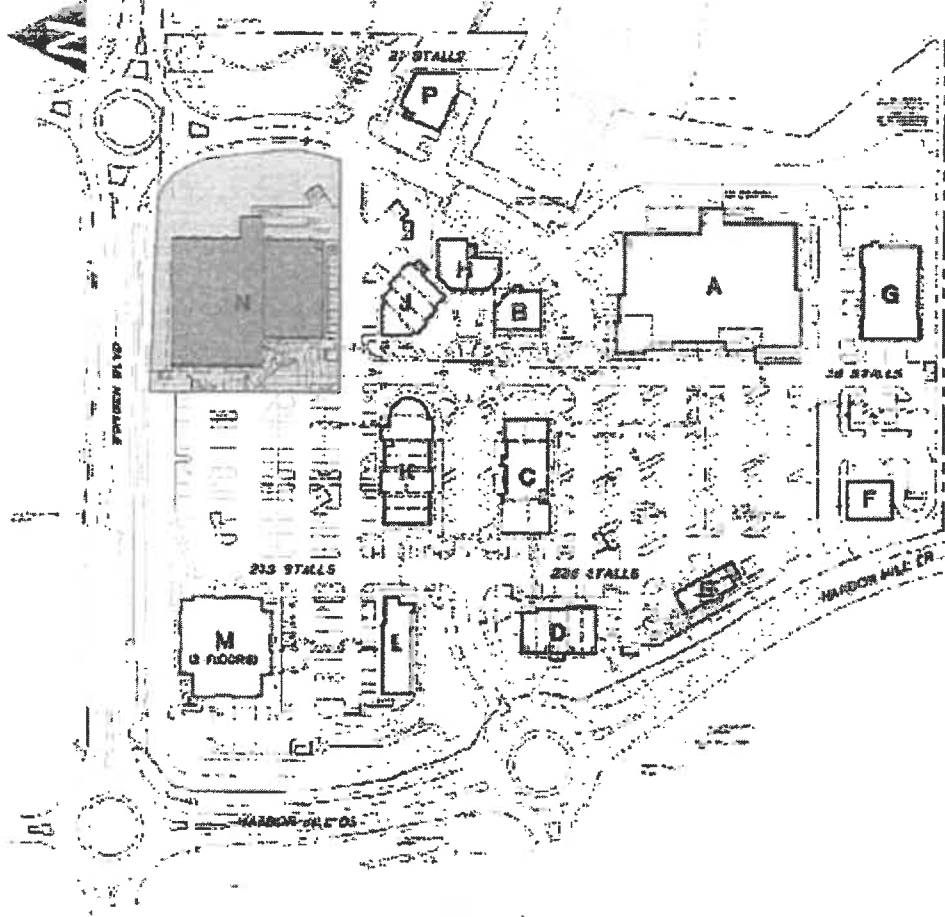

City Clerk Administrator

APPROVED AS TO FORM:


Jim Haney, Attorney for the City

EXHIBIT A

Preliminary Site Plan (with Building N Highlighted)



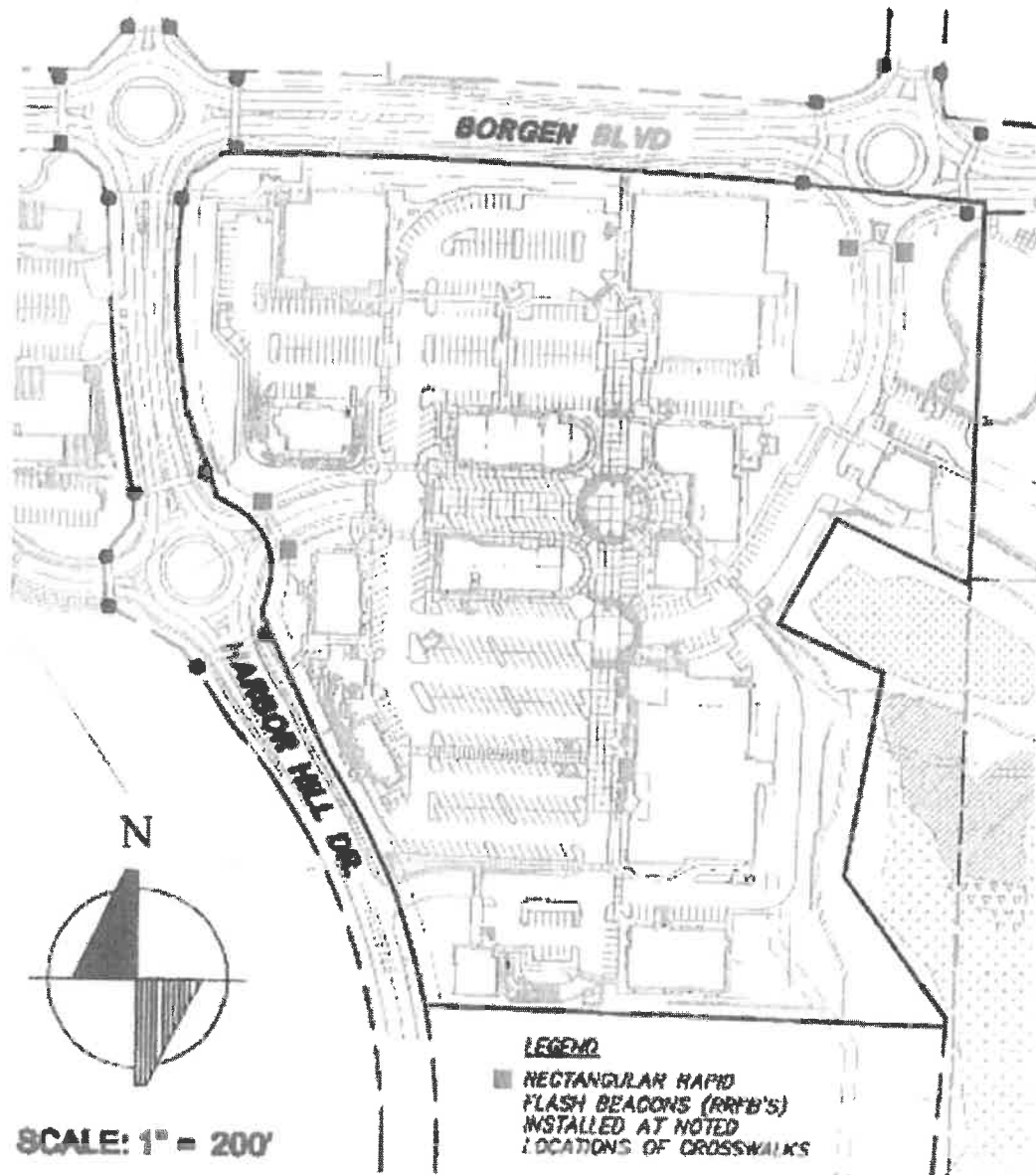
Preliminary Site Plan

Village at Harbor Hill

{JEH2145374.DOCX;1/00008.050086/}
4820-9088-4280v.22 0046183-005237

EXHIBIT B

RRFB Locations



FIRST AMENDMENT TO SETTLEMENT AGREEMENT
Village at Harbor Hill

This First Amendment to Settlement Agreement (this "**Amendment**") is made and entered into by and between Harbor Hill LLC, a Washington limited liability company ("**Harbor Hill**") and the City of Gig Harbor, a Washington municipal corporation ("**City**") in order to amend and modify that certain Settlement Agreement (Village at Harbor Hill) executed by the Parties as of August 25, 2020 (the "**Settlement Agreement**") on the terms and conditions set forth herein.

For good and valuable consideration, the Parties hereby agree as follows:

1. **Extension of Deadline for Final Amendment Date.** Paragraph 3 of the Settlement Agreement is deleted in its entirety, and the following is substituted in its place:

3. **Dismissal.** Harbor Hill shall be obligated to dismiss the Lawsuit when, and only when, the Project Amendments have been formally adopted by the City, and any associated appeal period has lapsed without any appeal being filed; or, in the event that any such appeal is filed, the issuance of a final order by a court or tribunal of competent jurisdiction upholding the Project Amendments which is not subject to further appeal (referred to herein as the "**Final Amendment Date**"). If the condition precedent stated in this **Section 3** is not fulfilled on or before July 1, 2021, and the Parties have not agreed in writing to an extension of this date, this Agreement shall terminate automatically and the Parties may proceed to litigate the Lawsuit or discuss alternate means of resolving the Dispute. Otherwise, within fifteen (15) business days of the Final Amendment Date, Harbor Hill shall file with the applicable court a dismissal of the Lawsuit with prejudice.

2. **Reaffirmation of Settlement Agreement.** The Parties reaffirm and incorporate herein the terms and conditions of the Settlement Agreement, except as specifically amended or modified herein. All terms defined in the Settlement Agreement shall have the same meaning in this Amendment.

3. **Counterparts.** This Amendment may be executed in one or more separate counterparts (including by electronic signature [such as DocuSign], email, scanned .pdf document or facsimile delivery), and all of the counterparts shall constitute one and the same agreement.

The Parties have executed this Amendment and agreed to the terms above on the last date set forth below.

[Signatures follow.]

DocuSign Envelope ID: E89468AC-E576-4B11-B364-26CF8F83D9E3

HARBOR HILL LLC,
a Washington limited liability company

By: Jon Rose
Name: Jon Rose
Its: Vice President
Date: 12/23/2020

CITY OF GIG HARBOR,
a Washington municipal corporation

By: Kit Kuhn
Name: Kit Kuhn
Its: Mayor
Date: 12-23-2020

ATTEST:

DocuSigned by:
Josuna Stecker 12/28/2020
A38B05D8B8E7409
City Clerk

APPROVED AS TO FORM:

Jim Haney
Jim Haney, Attorney for the City



Business of the City Council City of Gig Harbor, WA

Subject: Parks Recreation and Open Space Plan (PROS) Update – Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a Professional Services Contract with Conservations Technix, Inc. in an amount not to exceed \$62,340.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: June 14, 2021

Exhibits: Professional Services Contract

Concurred by Mayor:	Initial & Date
Approved by City Administrator:	JLV 6-8-21
Approved as to form by City Atty:	RW 06/07/2021
Approved by Finance Director:	JL 6/7/21
Approved by Public Works Dir.:	JLV 6/7/21

Expenditure Required	\$62,340	Amount Budgeted	\$30,000	Appropriation Required	See Fiscal Consideration
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INFORMATION/BACKGROUND

To remain eligible to receive grant funds from the Washington State Recreation and Conservation Office (RCO), the City is required to update its Parks Recreation and Open Space (PROS) plan ever six years. The City's current PROS plan expires March 1, 2022. Due to a variety of circumstances, the City requested a minimum six-month time extension from RCO on our PROS plan due date. However, this request was denied.

The City selected Conservation Technix from the MRSC consultants roster based on the experience of their staff successfully developing PROS plans in Western Washington and specifically in our region.

FISCAL CONSIDERATION

This consultant work was provided as part of the City's 2021 Budget with the understanding that the City's Parks Manager would lead the PROS plan update. However, since the Parks Manager position has been vacant for almost a year, Conservation Technix will need to perform most of the work associated with the PROS plan update. Therefore, the proposed tasks associated with the base scope and fee requires more work from the consultant than originally anticipated.

Additionally, as noted in the board and committee recommendation section below, this proposed contract provides for additional scoped but optional tasks.

A summary of the project budget and expenses including both the base tasks and optional tasks is shown in the table below.

Parks Operating (Fund 015)	\$ 30,000
Professional Services Contract - Conservation Technix	(\$ 62,340)
Remaining 2021 Budget* =	(\$ 32,340)

*Due to the continued vacancy of the Parks Manager position, sufficient funds exist in the parks operating fund to pay the outstanding amount.

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission and Public Works Committee have provided input on the City's 2022 PROS Plan and the process to develop the PROS Plan. This includes providing significant updates to the sections related to levels of service, goals, and policies, in addition to creating a new section describing existing and future operations and maintenance expenses.

The Public Works Committee also requested the full council, through a study session, provide clear direction to the Parks Commission and the consultant early in the PROS Plan update process.

These additional tasks are outlined in the proposed scope and fee as "optional" and are recommended by Staff. Therefore, the recommended motion is to approve the professional services contract with all optional items included in the contract.

Further, at their June 2 meeting the Parks Commission recommended approval of a contract with a consultant as recommended by Staff to lead and facilitate the update of the PROS plan, including a robust community engagement element. The Parks Commission felt updating this plan is critical to City parks and future grant funding is dependent on a comprehensive, approved plan. The Parks Commission believes that a consultant is the best way to meet the RCO deadline due to current capacity issues with the lack of a full time Parks Manager.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Professional Services Contract with Conservations Technix, Inc. in an amount not to exceed \$62,340.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSERVATION TECHNIX, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Conservation Technix, Inc., a California corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in 2022 Parks Recreation Open Space Plan Update and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty-Two Thousand Three Hundred Forty Dollars (\$62,340.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If

the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2022; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Steve Duh, CPRP
Conservation Technix, Inc.
PO Box 885
Orinda, CA 94563
(503) 989-9345

City of Gig Harbor
ATTN: Jeff Langhelm, PE
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

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

CONSULTANT

By:  STEPHEN DUH
Its: President

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Gig Harbor 2022 PROS Plan Update

Scope & Fee

Scope of Work

Task 1: Project Initiation & Management

Hold a project kick-off meeting with City staff to refine the scope of the project and to consider the following:

- Review and discuss the overall objectives and milestones for the project
- Discuss community interests and issues and identify key community partners/stakeholders
- Refine the public outreach plan and project schedule, to include team and staff roles

Hold periodic project coordination meetings, via video or phone conference, with City staff to review and discuss work products, prepare for community outreach, refine objectives and develop implementation strategies.

Deliverables for Task 1:

- Kick-off meeting, including agenda, data request & summary notes
- Periodic project coordination meetings
- Team coordination & invoicing

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze all pertinent, existing city-wide planning materials, including the existing Comprehensive Plan, past Parks & Recreation Plan, budget and others. Review and validate the park and recreation goals of the Comprehensive Plan and other City policy statements.

Task 2.2. Demographics, Trends & Profile

Compile relevant statistics and data to include Census figures and Washington OFM projections to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the Washington SCORP, NRPA data and sports industry association data, to develop a trend assessment uniquely focused toward the City's offerings.

EXHIBIT A

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS to analyze the parks, trail and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. Our team has strong skills in GIS, and we offer a unique method of assessing service areas and system deficiencies. We utilize a network-based watershed gap analysis that can illustrate areas of the city with optimal parkland access, as well as highlight areas underserved by park and recreation facilities.

Task 2.4. Outdoor Asset Conditions Assessment (Optional)

Expanding upon existing City documentation, conduct a physical assessment of parks, trails and recreational amenities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable management. Assess and rate the conditions of amenities and identify existing deficiencies. Meet with operations staff to discuss facility needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities. Prepare a conditions assessment summary to rate assets and inform cost estimating and capital planning.

Deliverables for Task 2:

- Written summary of past plans
- Demographics & community profile as written summary and data files
- Working base maps in GIS and PDF formats for project team and field inventory assessments
- Working draft summaries of individual site assessments noting amenities, conditions and site opportunities (Optional)

Task 3: Community Engagement

Task 3.1. Parks Commission Sessions

Attend one, virtual session of the Parks Commission PROS plan subcommittee as a unique stakeholder at the onset of the project and before end of June 2021 to introduce the project team and have a dialogue with Commission members on the expectations of the City's 2022 PROS Plan Update. Attend one, virtual session of the full Parks Commission in August for discussions on visioning, challenges, opportunities and potential system improvements, along with guidance as the PROS Plan progresses. Prepare meeting materials for each meeting. An additional meeting is noted in Task 6 for review and discussion of the draft PROS Plan.

Task 3.2. City Council Sessions

Prepare for and attend a virtual study session with City Council, tentatively scheduled for July 8, 2021, to seek Council's insights and guidance on challenges, opportunities and priorities. Prepare presentation materials for the meeting.

EXHIBIT A

Task 3.3. Public Works Committee Sessions

Attend one, virtual session of the Public Works Committee in August or September for discussions on priorities, levels of service and long-term goals.

Task 3.4. Random-sample Mail Survey & Online Survey

Design and implement a sample mail- and online-based survey to identify general community sentiment and preferences, needs, demand and the general use of parks and recreation facilities and to inform and guide the direction and development of the Plan. The survey will be prepared for mail distribution, printed as a double-sided 11 x 17 and mailed with a pre-addressed return envelope (reply postage not included). We propose a random sample of 2,000 residents using GIS-based information or third-party retail residential mailing list, with reminder postcards to follow. The aim is to have at least 250 surveys completed by resident households. In addition, we will prepare an online version of the same survey for the general public and segregate the datasets. We will compile and analyze the data and prepare summary findings as a technical memorandum to highlight key subgroup responses (age, gender, etc.) and core attitudes toward recreation issues.

Task 3.5. Stakeholder Discussions

Facilitate up to four individual stakeholder interviews, by phone or Zoom, to more deeply address areas of partnerships, programming, park site design, service delivery or community needs. Potential stakeholders may include Peninsula School District, sport groups, and service clubs such as Rotary or Chamber. As an optional service, conduct additional, individual interviews or small group discussions geared toward targeted stakeholder interests to gather information about community needs, challenges and priorities.

Task 3.6. Project Information & Social Media Content

Coordinate with staff to outline and prepare project webpage content for the City's website to promote the survey and meetings, allow access to project materials and give transparency to the process. Prepare content for distribution via the City's social media platforms.

Task 3.7. Open House Meeting (Optional)

Assist City staff with one, in-person public workshop meeting to seek feedback in specific areas, such as project priorities, local needs and strategies. For the meeting, we will prepare presentation materials to include display boards, record comments and produce meeting summary.

Deliverables for Task 3:

- Four Commission and/or Council sessions, including preparation of materials (plus those in Task 6)
- 2,000-piece mail survey (including printing, sorting & outbound postage)

EXHIBIT A

- Online survey in Survey Monkey in English only
- Survey summary memorandum
- Four individual stakeholder sessions
- Social media & promotions content
- One public meeting (Optional)

Task 4: Community Needs Assessment

Task 4.1. Park Level of Service Assessment

We will utilize inventory data provided by the City and Parks Commission, GIS and national data to conduct a high-level, limited assessment and re-alignment of the City's current and future levels of service. Coordinate with staff on approaches to service standards, which may include NRPA's Parks Metrics data, comparable jurisdictions and local history. Review current park classifications in terms of hierarchy, appropriateness and function, and discuss the potential for locally relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications. As an optional service, coordinate a deeper review and assessment of service standards by classification and levels of service for current and projected system amenities.

Task 4.2. Gap Analysis

Conduct a system gap analysis utilizing GIS modeling and findings from the inventory assessment. Summarize findings and statistics and specifically address potential park, trail, and maintenance improvements to meet the service demands requested by the community and stakeholders.

- Analyze the park, trail and open space system against distribution, proximity and accessibility criteria, along with transportation, geographic and other barriers.
- Assess park service area needs and identify future demand for parks, amenities and recreation facilities.
- Make informed recommendations about potential candidate acquisition areas that maximize resource utility, while managing potential long-term development and operating costs.
- Evaluate service standards and re-align them as appropriate to meet the community's vision and existing and planned park system assets.

Deliverables for Task 4:

- Service area (walkshed) maps illustrating distribution gaps for parks and trails
- Working draft levels of service assessment highlighting recommendations on service standards

EXHIBIT A

Task 5: Preliminary PROS Plan Development

Task 5.1. Draft Parks, Recreation & Open Space Plan

The draft Plan will outline a framework for the improvement and growth of City recreation amenities, trails and parks to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals, and it will set a long-range vision for the City and provide clear action items and strategies for implementation. The Plan will include a compilation of all the analyses and recommendations from the planning process and will include chapters detailing the system inventory, outreach, community needs, goals and implementation strategies - consistent with RCO guidelines. The Plan will incorporate the following:

- Clear vision, goals and policies for park, open space and service delivery
- Priority actions based on community guidance, funding opportunities and fiscal realities
- Strategies and recommendations regarding system management and operations
- Identification of potential funding sources, financing options, grants and strategic partnerships

Task 5.2. Operations Assessment (Optional)

Review and assess current operations and maintenance functions and performance for existing levels of service. Coordinate with operations staff and management to review current practices by park type or service standard. Utilize comparable city data and NRPA Park Metrics data to provide recommendations that aim to align resources to achieve a desired level of service. Using available city data and/or comparable cities data, estimate and forecast future O&M expenses based on the desired levels of service and Capital Improvements Plan list.

Task 5.3. Capital Improvements Plan

Develop a 6-year Capital Improvements Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate order of magnitude cost projections for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development.

Task 5.4. SEPA Checklist (Optional)

Prepare a non-project SEPA Checklist to address the potential environmental impacts resulting from Plan recommendations. We will coordinate with staff to generate the appropriate determination and rely on staff to publish the SEPA Checklist and aggregate comments received.

Task 5.5. Administrative Draft Plan

Incorporate one round of edits to address input and recommendations received from staff into an Administrative Draft for circulation to and review by the Parks Commission, City Council and the general public. It is assumed that City staff will lead the preparation of materials and

EXHIBIT A

submittal to the Department of Commerce at least 60 days prior to the intended adoption date by City Council.

Deliverables for Task 5:

- Preliminary draft PROS Plan (.pdf)
- Working draft operations assessment highlighting key challenges and recommendations (Optional)
- Working draft Capital Facilities Plan, project costing and sequencing
- Administrative draft PROS Plan (.pdf)
- Draft & final Non-Project SEPA Checklist for city distribution (Optional)

Task 6: Review & Approvals

Task 6.1. Public Works Committee Review (Optional)

Attend one virtual session with the Public Works Committee for their comment the draft Plan. The session will focus on and highlight the key considerations about services, policies, program strategies and capital priorities.

Task 6.2. Parks Commission Review (Optional)

Attend one virtual session with the Parks Commission for their comment the draft Plan. The session will focus on and highlight the key considerations about services, policies, program strategies and capital priorities. Comments and direction will be incorporated into the Plan and provided to staff for circulation to City Council.

Task 6.3. City Council Review

Attend one virtual session with City Council to present the draft Parks, Recreation & Open Space Plan and review the key findings, financing measures, policy recommendations and implementation strategies. It is assumed the City will lead the preparation of ordinance or resolution materials, and lead and facilitate requisite hearings for final adoption. (Note: Final plan submittal to RCO by March 1, 2022. Minor extensions might be granted.)

Task 6.4. Revisions & Final Documentation

Incorporate final comments to finalize the Plan and produce the Plan in booklet format, delivered in print (4 copies) and electronic format (PDF). A data drive of all deliverables (e.g., maps, graphics, tables, content, GIS data, etc.) will be provided in digital formats at project completion.

Deliverables for Task 6:

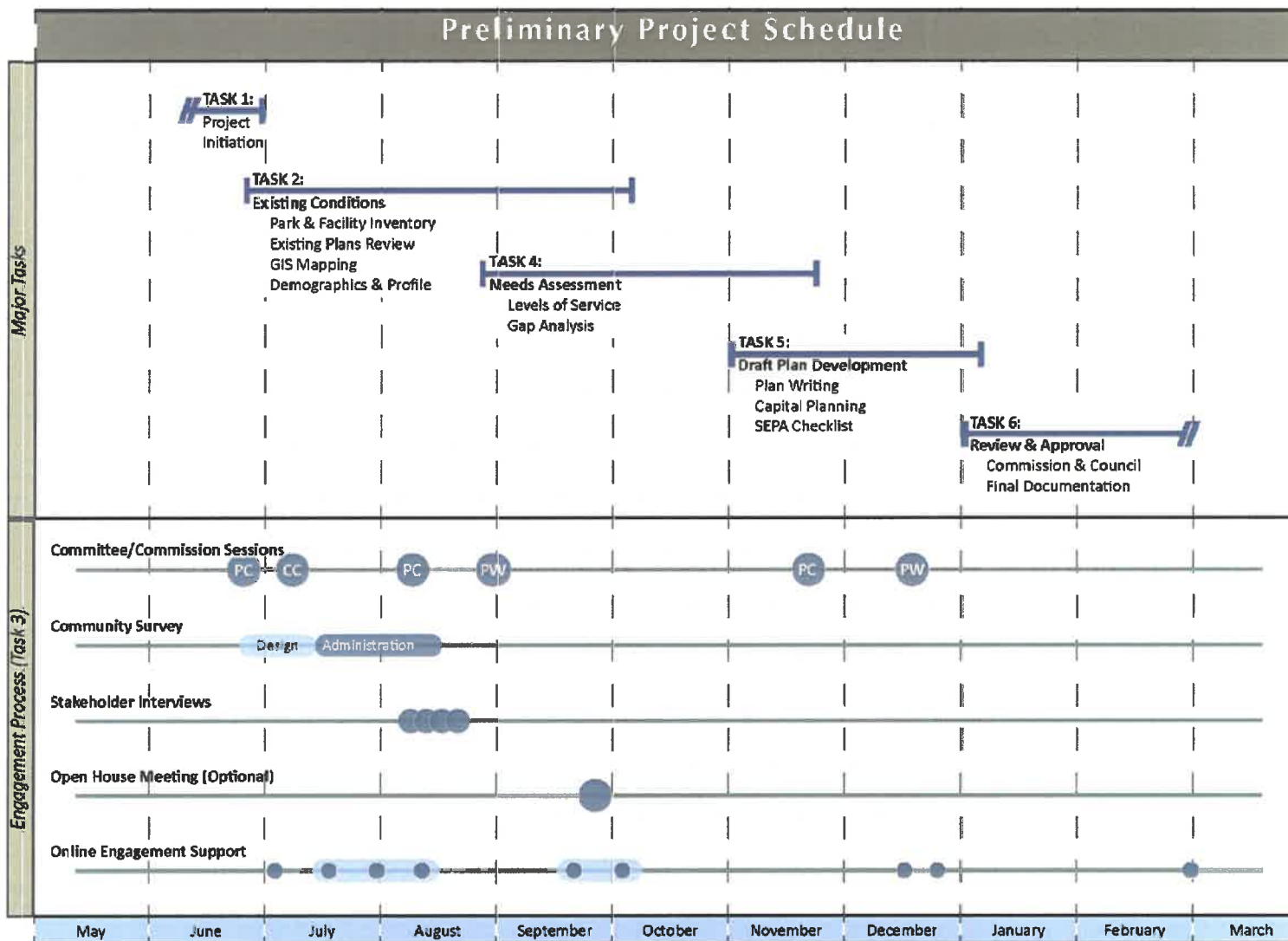
- One session with Public Works Committee for draft PROS review

EXHIBIT A

- One session with Parks Commission for draft PROS review
- One session with City Council for PROS Plan review prior to formal adoption
- Four bound, printed color copies of final PROS Plan
- Draft RCO Self-Certification Form for city submittal to State
- Data drive (thumb drive) including raw GIS datasets, GIS map files (.mdx), final versions of interim reports such as survey summary and focus group notes, PDFs of PROS Plan and map inserts, native files of PROS Plan (.indd, .xls, etc.)

EXHIBIT A

Preliminary Project Schedule



CC = City Council; PW = Public Works Subcommittee; PC = Parks Commission

EXHIBIT A

Fee Proposal

To complete the scope of work identified in the Scope of Work section, we propose a total not-to-exceed cost of \$38,185, excluding any optional services noted below. Staff rates and a fee summary by task are noted below. We will work with the City to prepare a revised scope and budget, consistent with the available resources.

Staff Rates

Firm	Staff	Billing Rate
Conservation Technix	Principal	\$ 185
	Senior Associate I	\$ 160
	Senior Associate II	\$ 130
	Associate	\$ 110

Fee Summary

TASK	Fee	Subtotal	Hours Subtotal	Conservation Technix
Task 1: Project Initiation & Management	\$	2,035	11	\$ 2,035
Task 2: Existing Conditions & Baseline Analyses	\$	4,275	29	\$ 4,275
Task 3: Community Engagement	\$	11,615	73	\$ 11,615
Task 4: Community Needs Assessment	\$	6,960	45	\$ 6,960
Task 5: Preliminary Plan Development	\$	8,205	53	\$ 8,205
Task 6: Plan Reviews & Approval	\$	925	5	\$ 925
Direct Costs	\$	4,170		\$ 4,170
TOTAL	\$	38,185		

OPTIONAL SERVICES	Hours	Conservation Technix
2.4. Inventory & Assessment	22	\$ 3,620
3.4. Stakeholder Focus Group Session (per group of up to 10, Zoom)	5	\$ 825
3.4. Stakeholder Interviews (per individual interview)	2.5	\$ 400
3.6. Open House Meeting (1)	22	\$ 3,370
4.1. Detailed Review & Assessment of Levels of Service	26	\$ 4,180
5.2. Operations Assessment	44	\$ 7,150
5.4. SEPA Checklist	12	\$ 1,670
6.1. PW Committee Review (1 work session)	6	\$ 1,060
6.2. Parks Commission Review (1 work session)	6	\$ 1,060
Optional Services Subtotal		\$ 23,335
Expenses: Open House travel & Displays		\$ 470
Expenses: Site Inventory & Assessments		\$ 350
Optional Expenses Subtotal		\$ 820

EXHIBIT A

Fee Detail: Base Services

Gig Harbor Parks, Recreation & Open Space Plan - Fee Schedule				Conservation Technix		
Tasks	Labor (Total Hours)	Labor (Total Fee)	Percent of Total Fee	S.Duh	J.Akers	M.Kunec
				PIC, PM, Lead Planner	Park Planner, AICP, PLA	Park Planner
Task 1: Project Initiation and Management						
1.1. Project Initiation Meeting	3	\$555	1%	3		
1.2. Project Management & Coordination Meetings	8	\$1,480	4%	8		
Task 2: Existing Conditions						
2.1. Review of Existing Plans & Studies	10	\$1,530	4%	2	4	4
2.2. Demographics & Trends	5	\$705	2%	1		4
2.3. Base Mapping & Spatial Analysis	14	\$2,040	5%	4		10
Task 3: Community Engagement						
3.1. Parks Commission Meeting (2, virtual)	14	\$2,490	7%	10	4	
3.2. City Council Meeting (1, virtual)	4	\$740	2%	4		
3.3. PW Committee Meeting (1, virtual)	4	\$740	2%	4		
3.4. Community Survey (mail & online)	36	\$5,240	14%	8	4	24
3.5. Stakeholder Discussions (4 individual)	10	\$1,700	4%	4	6	
3.6. Online Content Support	5	\$705	2%	1		4
Task 4: Recommendations & Analysis						
4.1. Park Level of Service & Needs Assessment	21	\$3,270	9%	6	7	8
4.2. Gap Analysis	24	\$3,690	10%	6	8	10
Task 5: Plan Development						
5.1. Draft PROS Master Plan	34	\$5,160	14%	8	10	16
5.3. Capital Improvements Plan	12	\$2,020	5%	4	8	
5.5. Administrative Draft Plan	7	\$1,025	3%	1	2	4
Task 6: Plan Reviews & Approval						
6.3. City Council Review (1 work session, virtual)	4	\$740	2%	4		
6.4. Plan Revisions & Final Documentation	1	\$185	0%	1		
Total Hours	216			79	53	84
Hourly Rate				\$185	\$160	\$130
TOTAL LABOR COST		\$34,015		\$14,615	\$8,480	\$10,920
Direct Costs						
Travel Expenses		\$170				
Mail survey printing & postage		\$3,400				
Printing - Final Plan (4 copies)		\$600				
TOTAL DIRECT COST		\$4,170				
GRAND TOTAL, LABOR & DIRECT COSTS		\$38,185				

EXHIBIT A

Fee Detail: Optional Services

Gig Harbor Parks, Recreation & Open Space Plan - Optional Services						
				Conservation Technix		
				S.Duh	J.Akers	M.Kunec
Tasks	Labor (Total Hours)	Labor (Total Fee)	Percent of Total Fee	PIC, PM, Lead Planner	Park Planner, AICP, PLA	Park Planner
Task 1: Project Initiation and Management						
2.4. Inventory & Assessment	22	\$3,620	15%	4	18	
3.4. Stakeholder Focus Group (per group, up to 10, Zoom)	5	\$825	3%	1	4	
3.4. Stakeholder Interviews (per individual interview)	2.5	\$400	2%		2.5	
3.6. Open House Meeting (1)	22	\$3,370	14%	6	6	10
4.1. Detailed Review & Assessment of Levels of Service	26	\$4,180	17%	8	12	6
5.2. Operations Assessment	44	\$7,150	30%	14	22	8
5.4. SEPA Checklist	12	\$1,670	7%	2		10
6.1. PW Committee Review (1 work session)	6	\$1,060	4%	4	2	
6.2. Parks Commission Review (1 work session)	6	\$1,060	4%	4	2	
Total Hours	146			43	69	34
Hourly Rate				\$185	\$160	\$130
TOTAL LABOR COST		\$23,335		\$7,955	\$10,960	\$4,420
Direct Costs						
Travel Expenses (Open House)		\$470				
Travel Expenses (Site Assessments)		\$350				
TOTAL DIRECT COST		\$820				
GRAND TOTAL, LABOR & DIRECT COSTS (Optional Svcs)		\$24,155				



Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1209 – Establishing an Adopt-a-Park Program

Proposed Council Action: Approve Resolution 1209.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: June 14, 2021

Exhibits: Resolution 1209

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

KK 6-8-21
RL 06/07/2021
VIA EMAIL 6/2/21
CDP 6/7/21
AOX 6/7/21

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

Many residents have asked the City if they can provide routine volunteer hours to perform minor maintenance of specific city parks. This is beyond those hours provided one day each year when volunteers perform work in city parks as part of the City's annual Parks Appreciation Day event. The City's Parks Commission and City Council have heard these requests and desires to provide volunteer opportunities for local citizens to participate in the care and maintenance of the City's parks.

The City's own Adopt-a-Road program and Adopt-a-Park programs in other communities are a model for volunteer participation that has been used successfully. Therefore, City staff prepared elements and considerations for an Adopt-a-Park Program for review by the Parks Commission and City Council. This includes the development of draft policies, procedures, releases, and waivers as necessary to implement the program.

FISCAL CONSIDERATION

City Council adopted the 2021 budget allocation of \$5,000 to establish an Adopt-A-Park Program to cover the cost of advertising and the purchase and installation of signs.

BOARD OR COMMITTEE RECOMMENDATION

When City Council adopted the Parks Commission 2021 Work Plan, they established the creation of an Adopt-A-Park Program as a high priority. The Parks Commission subsequently recommended approval of the attached Adopt-a-Park Program at its May 5, 2021 meeting.

RECOMMENDATION/MOTION

Approve Resolution 1209.

RESOLUTION NO. 1209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A NEW ADOPT-A-PARK PROGRAM

WHEREAS, the City of Gig Harbor owns and maintains various parks and trails for the use and enjoyment of its residents and visitors; and

WHEREAS, the City Council desires to provide volunteer opportunities for local citizens to participate in the care and maintenance of the City's parks and trails; and

WHEREAS, an Adopt-a-Park program is a model for volunteer participation that has been used successfully in many other communities; and

WHEREAS, an Adopt-a-Park program will increase civic involvement and participation, pride in the community, and sense of stewardship in helping to care for the City's parks and trails; and

WHEREAS, an Adopt-a-Park program will also help improve and beautify the City's parks and trails for the benefit of all park visitors; and

WHEREAS, the City Council adopted the 2021 budget allocation of \$5,000 to establish an Adopt-A-Park Program to cover the cost of advertising and the purchase and installation of signs; and

WHEREAS, the City Council adopted the 2021 Parks Commission Work Plan, with a high priority to direct the Parks Commission to create an Adopt-A-Park Program; and

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, City staff have prepared an Adopt-a-Park Program inclusive of policies, procedures, releases, and waivers as necessary to implement the program; and

WHEREAS, the City of Gig Harbor Parks Commission recommended approval of the Adopt-a-Park Program at its May 5, 2021 meeting; and

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, resolves as follows:

Section 1. The City Council establishes the Adopt-a-Park Program as described in Exhibits A-F attached hereto, to accommodate and promote volunteer participation in conserving and maintaining City parks, trails, and recreational facilities.

Agreement. This Adopt-A-Park Program shall be administered according to the administrative rules adopted by the City and attached to this Resolution as Exhibit 'A' and entitled: "City of Gig Harbor Adopt-A-Park Program and Agreement."

Application. The Adopt-A-Park Program Application is hereby attached as Exhibit 'B'.

Sign Specifications. The Adopt-A-Park Program Sign Specifications are hereby attached as Exhibit 'C'.

Statistical Record – Participant Roster. The Adopt-A-Park Program Statistical Record – Participant Roster is hereby attached as Exhibit 'D'.

Minor Release. The Adopt-A-Park Program Minor Release Form is hereby attached as Exhibit 'E'.

Registration Form. The Adopt-A-Park Program Registration Form is hereby attached as Exhibit 'F'.

Section 2. City staff are authorized to administer the Adopt-a-Park Program, including processing applications, providing initial orientation to volunteers, collecting volunteer time logs and inspection reports, and conducting any follow-up coordination with volunteers as necessary.

Section 3. This Resolution takes effect on its adoption.

PASSED by the City Council this 14th day of June, 2021.

Kit Kuhn, Mayor

AUTHENTICATED:

Josh Stecker, Assistant City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1209



CITY OF GIG HARBOR ADOPT-A-PARK PROGRAM

I. Introduction

A. Purpose

The purpose of the Adopt-A-Park program is to provide guidance for the administration of the Adopt-A-Park program on public parks managed by the City of Gig Harbor.

B. Definitions

1. Adopt-A-Park program: A City-wide opportunity whereby volunteer organizations (i.e., organizations which volunteer) may contribute to the maintenance and upkeep of Gig Harbor's parks by adopting a City park or section of a park and providing regular maintenance, litter control and projects of mutual interest.
2. Adopt-A-Park sign: A sign at each park section referring to the City's Adopt-A-Park program and identifying the volunteer organization responsible for that site.
3. Adopt-A-Park application: A document to be completed by a volunteer organization to apply for the Adopt-A-Park program.
4. Adopt-A-Park agreement: A contract agreement between Gig Harbor and a volunteer organization participating in the Adopt-A-Park program that delineates the responsibilities of both parties.
5. Volunteer Organization: Any organization empowered by law to enter into contractual agreements which permit volunteers to participate in the Adopt-A-Park program.

II. Policy

The City of Gig Harbor shall work in partnership with citizen volunteers to reduce maintenance costs and to build civic pride in Gig Harbor's system of parks.

III. Responsibilities

A. Program Manager - City Administrator or Designee

The responsibilities of the Program Manager are as follows:



1. Establish and maintain standard procedures to provide uniform implementation of the City's Adopt-A-Park Program.
2. Provide, maintain, and update a standardized application form, registration form, and contractual agreement form for implementation of the Adopt-A-Park program.
3. Approve all material, information packets, signs, logos, and any other items or materials used to implement and promote the city-wide Adopt-A-Park program.
4. Maintain a master record of all Adopt-A-Park applications and agreements executed City-wide.
5. Appoint a Program Coordinator to coordinate and facilitate the Adopt-A-Park program.

B. Program Coordinator

The responsibilities of the Program Coordinator are as follows:

1. Coordinate and facilitate the Gig Harbor Adopt-A-Park program.
2. Assign volunteer organizations a City park or section of a park for which to develop a regular maintenance and litter removal schedule.
3. Submit copy of Participant Roster to Payroll & Benefits Administrator for L&I purposes. Maintain records of any injuries and incidents that may occur during participation in the program.
4. Submit a copy of executed Adopt-A-Park agreements to the Program Manager.
5. Contact each participating volunteer organization annually to express appreciation for their participation, remind them of their responsibilities, and inquire if they plan to renew at the end of the current agreement period. Sections of City parks assigned to volunteer organizations should be monitored periodically to ensure that the degree of maintenance is in compliance with the Adopt-A-Park agreement.

C. Public Works Director

1. Have erected and maintained Adopt-A-Park signs with the name and/or acronym of volunteer organizations at the assigned areas.



2. Provide safety information and training aids to the volunteer organizations for use in their in-house training or their participants.
3. Furnish trash bags to the volunteer organization.
4. Pick up brush piles and other refuse assembled by the volunteer organization.

D. Volunteer Organization

The responsibilities of each volunteer organization are as follows:

1. Name a designated volunteer organization representative.
2. Provide training for all participants using the safety information and training aides provided by the Program Coordinator.
3. Provide vests for all participants and any other appropriate materials and equipment deemed necessary.
4. Provide all hand tools, which may include clippers, rakes, axes, hand sickles, brush saws, shovels, wheelbarrows, pruners, grub hoes, brooms and other appropriate tools.
5. Provide City-approved materials and supplies.
6. Work in conjunction with the Parks Commission in planning the annual Parks Appreciation Day event cleanup, maintenance, and projects for assigned park and provide volunteers if available.

IV. Rules

Any organization which volunteers may be authorized to participate in the Adopt-A-Park program by providing regular maintenance, litter control and projects of mutual interest of City parks in accordance with the terms prescribed on an Adopt-A-Park agreement, subject to the following rules:

A. A volunteer organization shall not be eligible whose name:

1. Endorses or opposes a particular candidate for public office.
2. Advocates a position on a specific political issue, initiative, referendum, or piece of legislation.
3. Includes a reference to a political party.



- B. Volunteer organizations that have not complied with a previous Adopt-A-Park agreement shall not be eligible for a period of three years following the termination date of the previous agreement.
- C. Volunteer organizations shall initially be assigned to a park or section of a park on a lottery basis, with a first-come, first-served waitlist being established if duplicate requests are received.
- D. Volunteer organizations shall be assigned a park for a minimum of two years. Agreement can be terminated by either party with or without cause upon 30 days prior notice.
- E. Each volunteer organization participating in the Adopt-A-Park program shall have a designated representative.
- F. Written parental consent shall be submitted to the City of Gig Harbor for all minors (under 18 years of age) prior to participating in the Adopt-A-Park program.
- G. During regular maintenance there shall be at least one adult supervisor present from the organization for every eight minors.
- H. Volunteer organizations may not conduct maintenance activities without having a fully executed Adopt-A-Park agreement.
- V. Appendices:
 - A. "Adopt-A-Park Agreement"
 - B. "Adopt-A-Park Application"
 - C. "Adopt-A-Park Sign Specifications"
 - D. "Adopt-A-Park Statistical Record - Participant Roster"
 - E. "Adopt-A-Park Minor Release Form"
 - F. "Adopt-A-Park Registration Form"



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM AGREEMENT**

This Agreement is made and entered into this day and between the City of Gig Harbor, a municipal subdivision of the State of Washington, herein know as the "City" and

_____, a volunteer organization herein known as the "Grantee."

Whereas, the City has the authority to establish a city-wide Adopt-A-Park Program; and

Whereas the Grantee wishes to contribute toward the effort to provide upkeep of Gig Harbor's parks by adopting a City park or section of a park specified herein;

Now, therefore, the City does hereby authorize the Grantee to participate in the Adopt-A-Park Program by providing regular maintenance, litter control and projects of mutual interest within the assigned section of City park designated below, in accordance with the following terms and conditions:

A. The Grantee does hereby agree:

1. To conduct cleanup activities in a safe manner and under any conditions as may be required by the City for the safety of the participants. Safety of participants is the number one priority of the program and the volunteer organization agrees to take full responsibility for the safety of each of its participants.
2. To assign a leader to each cleanup crew and that crew leader shall have a copy of this agreement with him/her during the cleanup activity.
3. Schedule work parties according to the recommended frequency assigned to their specific park. Additional clean ups should be done as necessary to maintain a neat appearance.
4. Work in conjunction with the Parks Commission in planning the annual Parks Appreciation Day event cleanup, maintenance, and projects for assigned park and provide volunteers if available.
5. To furnish and require all participants wear safety vest during cleanup activities.
6. The Grantee shall furnish supervision by one or more adults for every eight (8) minors participating in the cleanup activity.
7. To conduct a yearly safety training session for volunteers utilizing materials and training aids provided by the City prior to participating in a park cleanup.
8. To obtain supplies and materials from the City during regular business hours at the address shown in this agreement.



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM AGREEMENT**

9. To place filled trash bags at a designated location for pickup and disposal by the City and notify the City at the time of cleanup to coordinate the pickup time and locations.
10. To notify the City immediately in the event of any emergency in a City park. Participants who find anything that is hazardous or suspected to be hazardous shall not touch but take appropriate precautions and leave it for disposal by the proper authorities. Participants shall also not pick up syringes, hypodermic needles, and exceptionally large, heavy or unyielding objects. These kinds of materials should be flagged and the City notified as soon as possible to arrange for proper disposal.
11. Clean ups shall not be scheduled during a legal holiday, during the afternoon on the day before a legal holiday, or during holiday weekends.
12. To provide the City with a roster of individual participants in the cleanup within seven (7) calendar days following the cleanup activity.
13. To report any injuries incurred by participants during cleanup activities to the City within two (2) working days of the injury. Notification shall include:
 - Name of injured person
 - Nature of injury
 - Date and time of injury
 - How the injury occurred
14. Furnish to the City an "Adopt-A-Park" Registration Form for each participant taking part in park maintenance activities.
15. It is recommended the Grantee have a first aid kit available at the clean up site, and at least one person with a valid First Aid Card be present during clean up activities.

B. The City does hereby agree to:

1. Designate a program administrator to act as contact person for this agreement.
2. Furnish and install Adopt-A-Park sign with the Grantee name or acronym displayed within the assigned area.
3. Furnish the Grantee with trash bags.
4. Remove the filled trash bags from Park upon notification by Grantee.



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM AGREEMENT**

5. Assist the Grantee, in cleaning up litter if necessary (i.e., when large, heavy, or hazardous items are found).
6. Provide safety materials and training aids to the Grantee's representative for use by Grantee in training participants.
7. Furnish vests for all participants, and other equipment deemed necessary.

C. General Conditions:

1. Recycling is an accepted and encouraged activity. Recyclable items collected by participant may be removed from the site at the option of the Grantee. Profits from the sale of recyclable items shall belong to the Grantee.
2. The City may suspend this agreement temporarily because of future construction that will take place within the limits of the assigned area. Once these activities have been completed, the Grantee will be notified and the agreement restored.
3. The term of this agreement shall commence on the date the agreement has been executed by the duly authorized representatives of both parties. Volunteer organizations shall be assigned a park for a minimum of two years. Either party may terminate this Agreement with or without cause by providing the other party with 30 days prior written notice. Upon termination of this agreement the Adopt-a-Park sign shall be removed and remain the property of the Department.

D. Assigned Park or Park Section:

Park Name: _____

Section From _____ to _____



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM AGREEMENT**

City of Gig Harbor
Adopt-A-Park Program
3510 Grandview Street
Gig Harbor, WA 98335
Telephone: (253) 851-8136

Name of Volunteer Organization

Address

City, State, Zip Code

Mayor

Signature of Organization Representative

Date of Execution

Name of Organization Representative (print)

Date of Termination

Home Address

City, State, Zip Code

Phone



CITY OF GIG HARBOR ADOPT-A-PARK PROGRAM APPLICATION

Objectives of the program:

The Adopt-a-Park Program is a combined effort between the City of Gig Harbor and volunteers. Individuals, families, and organizations can be responsible for a defined portion or area of a specific park.

The City of Gig Harbor has parks that are used by the public and experience varying degrees of impact. Volunteers can help keep the parks free of unsightly litter, monitor conditions and perform routine maintenance.

Volunteer Responsibilities:

The level of required maintenance varies with each park, the organization's capabilities, and the level of property needs. Some examples of the type of maintenance a property may need includes:

- Picking up litter and debris
- Trimming of trees and brush
- Spreading of wood chips
- Resurface trails/paths
- Weeding planter areas
- Minor trail maintenance
- Invasive removal, with approval
- Checking for damage and reporting any unusual/suspicious items to staff

Volunteers Agree to:

- Complete and return the Adopt-a-Park Volunteer Application stating park preferences.
- Complete and return the following program documents once a park has been assigned: Agreement (signed by Organization representative), Registration Form (signed by all volunteers), Minor Release (signed by parent/guardian)
- Commit to assigned park for a minimum of two years. Agreement can be terminated by either party with or without cause upon 30 days prior notice.
- Schedule work parties according to the recommended frequency assigned to their specific park. Additional clean ups should be done as necessary to maintain a neat appearance.
- Work in conjunction with the Parks Commission in planning the annual Parks Appreciation Day event cleanup, maintenance, and projects for assigned park and provide volunteers if available.
- Not schedule clean ups during a legal holiday, during the afternoon on the day before a legal holiday, or during holiday weekends.
- Stay within the boundaries of the park being maintained and be courteous to park users.
- Furnish and require all participants wear safety vest during cleanup activities.
- Conduct a yearly safety training session for volunteers utilizing materials and training aids provided by the City prior to participating in a park cleanup.
- Provide adequate supervision to participants under eighteen years of age.
- Pick up needed supplies from staff during business hours.
- Place filled trash bags at prearranged locations determined by staff.
- Return borrowed or unused supplies to staff.
- Report vandalism or unsafe conditions.
- To report any injuries incurred by participants during cleanup activities to the City within two (2) working days of the injury.
- Return completed Participant Roster with documentation of volunteer hours within (7) seven calendar days after scheduled work party.



CITY OF GIG HARBOR ADOPT-A-PARK PROGRAM APPLICATION

City of Gig Harbor will:

- Designate a program administrator to act as contact person for this agreement.
- Furnish and install Adopt-A-Park signs with the organization's name displayed within the assigned area.
- Provide trash bags as needed.
- Arrange to remove large, heavy or hazardous materials as needed.
- Arrange to remove filled trash bags and debris from the adopted park.
- Provide safety materials and training aids to the group's representative for use in training participants.
- Furnish vests for all participants, and other equipment deemed necessary.



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM APPLICATION**

Group Name _____
Email address _____
Mailing Address _____ City _____ Zip _____
Crew Leader _____ Phone _____
Second Contact _____ Phone _____
of Participants _____ # of participants under age 18 _____

Requested park property choice, in order of preference:

- 1) _____
2) _____
3) _____

THE ISSUED IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This document grants the volunteer those rights specifically stated and no other.
2. The volunteer shall hold harmless the City of Gig Harbor, and agents thereof, against any and all claims arising from operations covered.
3. *Assignments will initially be made on a (first-come, first served basis or lottery if duplicate park requests are received).*
4. All workdays are to be scheduled with appropriate staff to insure availability of needed safety equipment and the availability of needed resources.
5. All volunteers need to conduct the necessary duties stated in the Adopt-a-Park Program. Crew leader and or group contact person(s) must be identified above.
6. Volunteer groups shall consist of at least (1) person who is 18 years of age or older.
7. Participants must hold a safety meeting once a year, conducted by the adopting group with provided safety tips used as a guideline.
8. All trash must be placed in bags. Those objects too large/heavy shall be placed next to the bags. Full bags are to be placed in designated locations for pickup.
9. The City of Gig Harbor will supply the signs recognizing the group and or individual participation in the program.
10. At no time shall volunteers be allowed to operate heavy-equipment, power tools or other hazardous equipment or work in a hazardous area.

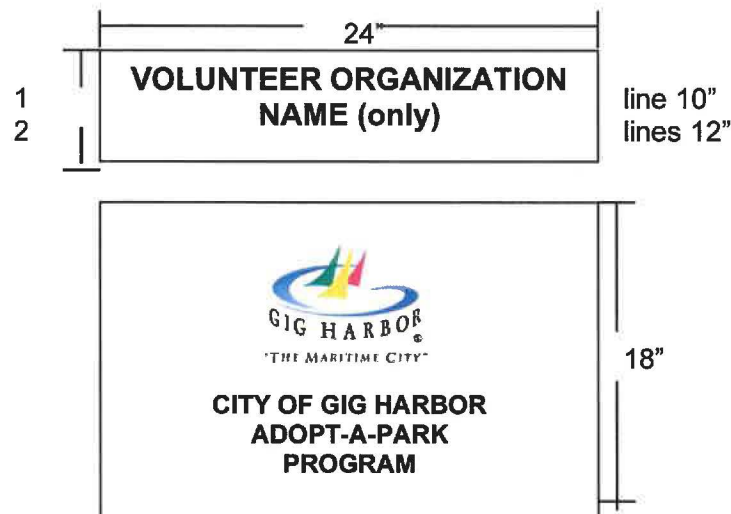
Applicant agrees to all conditions of the application. _____ /_____/_____
Signature Date

Staff Use Only

☐ Approved – Approved by: _____ Date Approved _____
☐ Rejected – Rejected by: _____ Reason: _____
Start Date _____ Assigned area _____ Expiration: _____

Contact: City of Gig Harbor, Adopt-A-Park Program
3510 Grandview Street, Gig Harbor, WA 98335
(253) 853-8136

**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM
SIGN SPECIFICATIONS**



SPECIFICATIONS:

1. Signs shall be reflectorized and have white letters on blue background with a ½ inch border.
2. Letters shall be 3-inch Series C, logo shall be the City of Gig Harbor's official logo.
3. The volunteer organization name shall not be displayed more predominantly than the remainder of the sign message. No trademarks, organization or business logos may be displayed.
4. Volunteer organization identification sign shall be one line unless two lines are required for a complete group name.
5. The sign shall be placed near the entrance to the assigned park or next to the assigned park section.



**CITY OF GIG HARBOR
ADOPT-A-PARK STATISTICAL RECORD
PARTICIPANT ROSTER**

Name of Organization				
Name of Group Leader				
Assigned Park:				
Date	Participant Name	Hours Worked		
		From	To	Total
Number of litter bags collected		Notes:		

Return completed list within seven (7) calendar days after each park cleanup to:

City of Gig Harbor
Adopt-A-Park Program
3510 Grandview Street
Gig Harbor, WA 98335
Phone: (253) 851-8136

C: Linda Gratzner, Payroll & Benefits Administrator



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM
MINOR RELEASE FORM**

Name of Volunteer Organization

Name of Volunteer

Daytime Phone

As the parent/guardian of _____, a minor child, I agree and consent to allow my child to participate in the City's Adopt-a-Park program. I understand that my child's participation would involve providing park maintenance activities. I further acknowledge that as a condition of my child's participation in the program, his/her volunteer organization must provide at least one adult supervisor participant for every eight minor participants.

I understand that my child's participation in the City's Adopt-a-Park program is entirely at my own and my child's risk, and that the City specifically does not agree to defend, indemnify or hold me (or my child) harmless for any and all claims, costs, judgments, awards, attorney's fees or liabilities arising from injury, death or property damage of which my (or my child's) negligent acts or omissions or the negligent acts or omissions of any third party are the proximate cause. In the event of liability for damages arising out of bodily injury, death or property damage caused by or resulting from the City's negligence or the concurrent negligence of the City and another party, the City's liability shall only be to the extent of the City's negligence.

Date: _____

Parent/Guardian's Name: _____

Home Address: _____

Home Telephone: _____

Signature of Parent/Guardian



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM
REGISTRATION FORM**

Name of Volunteer Organization: _____

Name of Volunteer Organization Representative: _____

Mailing Address: _____

List the City Park that you are adopting: _____

WARNING! – PLEASE READ CAREFULLY

Participants in the City of Gig Harbor Adopt-A-Park Program are advised that working in a City park may be a dangerous activity, with risks of serious injury or even death. Each participant is further advised that the risk of harm is present even if all safety precautions are followed.

Each participant shall exercise due care in performing park maintenance activities. Participants must receive safety training provided by the Grantee Organization utilizing materials and training aids furnished by the City prior to participating in any cleanup or maintenance activities. Participants shall wear a vest furnished by the Organization and appropriate protective clothing during cleanup activities.

PARTICIPANTS ARE AGAIN ADVISED THAT THE SAFETY PRECAUTIONS DESCRIBED ABOVE DO NOT GUARANTEE THEIR SAFETY WHILE A PARTICIPANT IN THIS PROGRAM.

By signature below I acknowledge that I have read this form completely, and I understand the responsibilities, the hazards and the privileges of participation in the Adopt-A-Park Program. My participation in this program is voluntary, and I agree to accept the risks connected with this activity, and further agree on behalf of myself, my heirs and assigns to hold harmless the City of Gig Harbor and its employees from liability for damages, including injury or death resulting from participation in this program.

Signature of Participant or Signature of Parent/Guardian <i>(if participant is under the age of 18 years)</i>		
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:



**CITY OF GIG HARBOR
ADOPT-A-PARK PROGRAM
REGISTRATION FORM**

Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
Print Name:	Signature:	Date:
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Print Name:	Signature:	Date:



Business of the City Council City of Gig Harbor, WA

Subject: 38th Avenue Phase 1a design -
Professional Services Contract Amendment #3

Dept. Origin: Public Works/Engineering

Proposed Council Action: Authorize the Mayor to execute Professional Services Contract Amendment #3 with David Evans & Associates, Inc. for construction support in an amount not to exceed \$157,494.59.

Prepared by: Marcos McGraw *MRM*
Project Engineer

For Agenda of: June 14, 2021

Exhibits: Professional Services Contract
Amendment No. 3
Exhibit A – Scope of Work and
Exhibit B – Fee Schedule

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

KK 6-8-21
PL 06/07/2021
By email 5/27/21

PL 6/3/21
PL 6/3/21
TH 6/2/21

Expenditure Required	\$157,494.59	Amount Budgeted	\$1,500,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The initial professional services contract with David Evans & Associates provided for engineering services associated with 30% design and permitting of improvements to the east side of 38th Avenue between Briarwood Lane and the southerly city limits near Goodman Middle School. The City Council awarded a Public Works construction contract for this project on May 24, 2021. Due to a lack of staff capacity and in order to provide engineering support during construction, staff is requesting authorization of the proposed amendment.

Amendment #1 directed the Consultant to complete the final design and the bid documents. Amendment #2 extended the duration of the contract time to March 1, 2021. As noted above, this proposed amendment #3 provides for professional support from the engineer of record during construction on an as-needed basis.

FISCAL CONSIDERATION

The Project is included in the 2021 Budget. A budget summary is shown in the table below:

2021 Budget Project Funding:	
38 th Avenue Phase 1a – Street Capital, Objective 5	\$ 1,500,000.00
Total 2021 Budget:	\$1,500,000.00
Project Expenses:	
Public Works Construction Contract – Massana Construction	(\$1,343,926.00)
Design services during 2021 – David Evans & Associates	(\$ 28,162.01)
Materials Testing Services – Krazan & Associates, Inc. / Professional Services Contract	(\$11,878.00)
City Engineer Change Order Authority Amount	(\$55,000.00)
Professional Construction Support – David Evans & Associates	(\$ 157,494.59)
Total 2021 Expenses:	(\$1,596,460.60)
Total Budget Overage*:	\$ 96,460.60

*The Street Division – Capital Budget ending fund balance has sufficient funds to pay for this additional expenditure.

BOARD OR COMMITTEE RECOMMENDATION

NONE

RECOMMENDATION/MOTION

Authorize the Mayor to execute Professional Services Contract Amendment #3 with David Evans & Associates, Inc. for construction support in an amount not to exceed \$157,494.59.

CITY OF GIG HARBOR
EXHIBIT B---SCOPE OF SERVICES
for
CONSTRUCTION SUPPORT
for 38th Ave NW Improvement Project Phase 1a
CSP 1901

INTRODUCTION

David Evans and Associates, Inc. (DEA) will provide construction services support, on an as-needed basis, for **38th Ave NW Improvement Project Phase 1a** as provided in this Scope of Services.

GENERAL

DEA, the Engineer of Record, will provide the CITY with construction services support as described herein. DEA's services include limited construction surveying, field observation services, construction phase documentation and management support, geotechnical services, environmental support, and administrative support as specifically identified below.

DEA will perform the work tasks described in this scope of services under the overall direction of the CITY. DEA will assist the City's construction inspector and maintain direct communications with the City to review and document the contractor's work. DEA will assist the City in preparation of change orders if necessary, measure and evaluate materials quantities, review contractor submitted requests for information (RFI's), , create a photo log, and maintain daily field records.

DEA's field staff will be at the project site as requested by the City, to assist the City in the observation of the Contractor's performance for general compliance with the conditions of the contract documents. DEA is on-site to provide additional assistance to verify that the contractor's work is proceeding as required in the contract documents.

DEA's fee and work effort is based upon the assumption that construction is completed within 90 working days, plus additional days anticipated for project finalization activities after the substantial completion date is reached. If the construction period exceeds the allotted working days an extension of the contract will be addressed in a mutually agreed upon amendment to this contract.

DEA will perform its services for the work described in this scope of services following the degree of care and skill ordinarily established by professional consultants and following the standards of the industry performing under similar circumstances.

TASK 15a - PROJECT MANAGEMENT

For this task DEA will:

- DEA will provide project management of its staff and services for this phase of the project;
- Provide construction phase engineering administration and act as client liaison with the CITY;
- Monitor and manage DEA's subconsultant scope of services and budget;
- Organize and attend one start-up meeting with two DEA staff attending along with City staff to review the project, its expected outcome, establish lines of communication within the CITY, and establish and maintain an organizational structure for the construction administration of this project;
- DEA administrative staff will be assigned to assist with the management of DEA project files, invoicing, and other internal project management assistance; and
- Provide QA/QC review of DEA's services throughout the construction phase of the project.

TASK 15b - PROJECT START-UP

For this task DEA will:

- Set up project files, in hard copy and electronically, in accordance with the CITY filing standards;
- Develop project processes, procedures, and templates; and
- Attend a pre-construction meeting with the DEA construction phase staff, City staff, Contractor personnel and other construction phase stakeholder representatives. The City will prepare a meeting agenda and meeting summary.

TASK 15c—CONSTRUCTION PHASE ADMINISTRATION AND DOCUMENTATION

DEA will render interpretations of the requirements of the contract documents properly requested by the CITY and provide the CITY with copies of written communications that are to be submitted to the contractor through the City. DEA will review, approve, or otherwise take action on the contractor's submittals or requests for information including field questions, review shop drawings and other submittals which are all properly requested and submitted to DEA through the City, maintain a records of materials list, prepare documents for processing change orders including a cost estimate for each change order, analyze and recommend disposition of cost proposals from the contractor for changes in the work, advise the CITY of the contractor's progress schedules for conformance with the contract documents, and promptly notify the CITY and the contractor of any identified deviations or noncompliance.

For this task DEA will:

- Prepare and distribute applicable contract correspondence;
- Initiate, review, and/or process up to five (5) change orders and submit them to the City for review and approval and maintain a log of the change orders and their costs;
- Review, respond to, and process up to twelve (12) material submittals and/or shop drawings, and city maintains a submittals log;
- Review, respond to, and process requests for clarifications, work or material substitutions, or other documentation affecting project scope, cost, or completion date;
- Create a Records of Materials document for the project, city will maintain;
- Provide material acceptance documentation to the CITY;

- Provide Contractor claim support to the City (limited 8 hours) and;
- Provide design and documentation assistance to the City.

TASK 15d—CONSTRUCTION OBSERVATION
(as-needed basis, as requested by city)

DEA will assist the City's construction inspector in the observation of the contractor's work for general conformance with the requirements of the contract documents. DEA and the City's construction inspector will determine in writing the assignments for observation. The DEA field staff will report to the City's construction inspector each working day to coordinate the observation and documentation of contractor activities as related to the project. The city shall make every effort to notify DEA 7 days prior to needed an inspector so that DEA can coordinate inspector schedules

For this task, DEA will:

- Provide management and supervision of DEA field observation staff;
- DEA's field staff will report to the City's construction inspector each working day to coordinate the observation and documentation of contractor activities as related to the project;
- DEA field staff inspector is assumed to have 32 hours to support the city.
- DEA will notify and confirm date and time for the work of DEA's subconsultants;
- Organize and conduct up to twelve (12) weekly progress meetings with the contractor, utility representatives, subcontractors, and other stakeholders and provide meeting summaries in memorandum format to the CITY. It is anticipated that 8 meetings will be held at the project site, will be two hours in duration with two hours used for preparing and distributing meeting minutes. It is assumed 4 meetings will be attended by consultant as a virtual meeting. Virtual meetings will be attended by PM and design lead. Field meetings will be attended by PM with the assumption that 2 meetings will be attended by one technical staff;
- Maintain inspector's daily reports (IDRs) summarizing the contractor's work, equipment used for the day, discussions with contractor personnel, safety reports, traffic control issues, and other pertinent information and data regarding the construction and administration of the project for those days that DEA's inspector is on site. An electronic copy of the IDR will be sent via e-mail to the CITY at the end of each working day. DEA is not responsible for the construction contractors' safety programs, precautions, activities, or in-activities. DEA may include documents provided or received about safety plans or reports;
- Provide on-site observations of the Contractor's work for the general conformance or non-conformance with the contract documents for those days that DEA's inspector is on site;
- Provide documentation and on-site observations of force account work by the Contractor for those days that DEA's inspector is on site;
- Maintain a photo record of the Contractor's daily work progress for those days that DEA's inspector is on site;
- Support the city in review of the Contractor's submitted traffic control plans;
- Measure and document construction quantities for monthly pay estimates including tracking Item Quantity Tickets for each bid item and preparing Field Note Records, for those days that DEA's inspector is on site, for all bid items not having a quantity ticket; and
- Monitor and report to the City on the progress of the project's construction schedule.

TASK 15e—CONSTRUCTION SURVEYING

The construction documents require the contractor to provide surveying. DEA will provide construction surveying services to provide four (4) benchmarks for the contractor. The project horizontal and vertical coordinates will be provided for each benchmark. All construction staking described herein will be done for the contractor on a one-time basis only. Re-staking or work not specifically provided for in this scope of services will be performed on a time and expense basis with the approval of the CITY. DEA will set benchmarks prior to the contractor beginning to do construction work. The Contractor shall be fully responsible for all data, dimensions, and elevations measured or taken from the provided benchmarks.

DEA will provide as-built surveying consisting of:

- Drainage structures, including invert elevations;
- Sanitary sewer cleanout surface location.

DEA will provide surveying of survey monument locations for setting monuments by Contractor. DEA will re-survey and punch the monuments once the Contractor has set the monuments.

For this task DEA will:

- Meet with the CITY and the contractor one time to establish lines of communication and understand their work schedule and proposed method of operation;
- Set and maintain horizontal and vertical control, as needed for DEA's work, and set up to four (4) temporary bench marks. Control point data will be provided to the CITY;
- Complete as-built survey of storm and sewer facilities for incorporation into the Record drawings; and

TASK 15f--PROJECT CLOSE-OUT

Not tasks are proposed in project close-out. City will handle all of these task including, but not limited to Project punch list walk and as-builts.

DEA will provide copies of electronics files completed as part of the other tasks identified in this Scope of work.

TASK 15g---ENVIRONMENTAL COMPLIANCE

For this task DEA will:

- Provide scientist, as requested by the City, to field review and advise the City regarding critical areas compliance issues.

SUBCONSULTANT SERVICES

GEOTECHNICAL ASSISTANCE

DEA will retain the services of HWA GeoSciences geotechnical subconsultant as approved by the City. Geotechnical assistance may include soils review work and on-call work (as described below) when deemed necessary by DEA or the CITY.

For this task DEA will retain HWA to:

- Attend Pre-con via teleconference;
- Review submittals and RFI's with respect to geotechnical;
- Perform up to 3-3hours site visits;
- Provide on-call geotechnical services;
- Correspond with design team regarding project issues, invoices, and deliverables.

ASSUMPTIONS AND CONDITIONS

1. Project Start-up and Project Close-out are not dependent upon the length of the construction contract. As such, the scope and associated fees of these tasks will not vary due to non-working days, unworkable days, suspensions, or contract extensions unless the scope for these tasks' changes.
2. The CITY and DEA have estimated the number of hours, including travel time, that the DEA inspector will be requested to be at the site. Payment to DEA will be for actual hours worked, plus travel time. If additional hours of DEA's inspector's time are requested by the CITY, the budget will be increased accordingly.
3. No travel time has been included in the DEA inspector's meeting budget. It is assumed that the DEA inspector will only attend weekly meetings on those days that he is otherwise at the site.
4. The CITY will furnish additional inspector(s) or authorize funding for DEA from the Management Reserve Fund for providing additional inspector(s), as necessary, to accommodate the Contractor's work schedule and work methods. DEA and the CITY will work closely to optimize the use of additional inspectors.
5. The Scope of Services and associated fee schedule for Project Management, Construction Administration and Documentation, and is based on a maximum of 90 8-hour contractor working days. Inspection services is assumed to be up to 45-8 hours working days for 360 hours plus 40 hours of travel time. Work beyond that time has not been included in the costs for this scope of services and will be considered additional or extra work. If the project is delayed, the contractor works more than 8 hours a day, the Contractor works on unworkable or non-working days or the project's working days exceed this time then the effort needed to provide construction observation services by DEA will need to be increased. The CITY and DEA will work closely to optimize this additional-required level of effort by DEA.
6. Normal working day and night work hours shall be in accordance with Section 1-08.0(2) of the contract Special Provisions. This Scope of Services and associated fee schedule is based on DEA staff working a 40-hour work week. Should the Contractor request different working hours in accordance with the provisions of Section 1-08.0(2) of the Special Provisions, the CITY will

- discuss with DEA the budget impacts of such request and work with DEA to revise this Scope of Services and/or contract budget as necessary, or deny the Contractor's request.
7. The Construction Surveying tasks will be included in the project special provisions to identify for the Contractor the level of effort committed to surveying. The City will support DEA in denying survey requests or securing compensation from the Contractor for requests that are not included in the scope of services.
 8. DEA shall not be responsible for the contractor's construction means, methods, techniques, sequences or procedures, or safety precautions and programs except as otherwise provided in this scope of services. DEA shall not be responsible for the contractor's failure to carry out the work in accordance with the contract documents. DEA will endeavor to identify and guard the CITY against defects and deficiencies in the work of the contractor, but it is understood that DEA does not and cannot guarantee the performance of the contractor. The review of submittals will not be conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor.
 9. DEA will advise the CITY of work that does not conform to the contract documents. When considered necessary or advisable to determine the proper implementation of the intent of the contract documents, DEA will advise the CITY of the need for special inspection, testing of any work, or direct CITY participation in the inspection work. DEA may authorize, subject to the prior approval of the CITY, such special testing or inspection in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed. DEA shall have the authority to reject work that does not comply with or conform to the contract documents. DEA shall have authority to direct the contractor to stop work when such stoppage may, in DEA's reasonable opinion, be necessary for the proper execution of the work or to protect the interests of the City.
 10. DEA has prepared this scope of services and related cost spreadsheet with the assumption that a reasonable, competent, and responsive contractor is selected by the City for the project. DEA assumes that the City, DEA, and the contractor will work under normal project conditions and environment and DEA agrees to work professionally to enhance this condition. DEA does not anticipate a hostile contractor work environment, excessive inquiries by the contractor, excessive claims or complaints by the contractor or excessive requests for information, excessive requests for survey information or the need to provide direction to the contractor to perform work tasks that are the contractor's responsibility.

EXCLUDED TASKS AND CONDITIONS OF WORK

The following work tasks or conditions of work are not included in this Scope of Services:

1. Additional design services such as re-design of project elements and similar work;
2. Permits and related work and monitoring if contaminated soils or contaminated water are encountered during construction;
3. Traffic control management or development of a traffic control plan;

4. Negotiations with non-CITY utility providers involving issues governed under agreements between themselves, the CITY and/or others beyond the jurisdiction of the contract documents;
5. Attendance at public meetings or hearings;
6. Negotiations with adjacent property owners;
7. Surveying of property lines or performing survey work that would require the filing of a Record of Survey;
8. Work involving a claim(s) against the CITY, contractor, private utility, property owner, business and/or a citizen other than by the Contractor;
9. Property rights or easement acquisition;
10. Follow-up work with either the CITY or the contractor after the one-year plant establishment period.

EXTRA WORK

Extra work will be at the direction of the CITY but only to the extent of the funds. Extra work may include work items listed above as exclusionary work and/or additional work due to project delays or contract extensions. Extra work done by DEA will be done at the same rates and costs as otherwise approved for this project.

FINAL DESIGN CHANGES

REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services, postage, and mailing;
- Subconsultant/vendor services;
- Mileage at the current IRS rate;
- Rental costs, if any, excluding rental vehicles
- Recording fees;

[illegible]



Business of the City Council City of Gig Harbor, WA

Subject: Gig Harbor Canoe and Kayak Race Team Lease at Ancich Park – Second Amendment

Proposed Council Action: Approve and authorize the Mayor to execute the Second Amendment to the Ancich Park Lease and Agreement for Services with the Gig Harbor Canoe and Kayak Race Team.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: June 14, 2021

Exhibits: Second Amendment

Initial &
Date

Concurred by Mayor: *KL 6-8-21*
Approved by City Administrator: *RL 6/07/2021*
Approved as to form by City Atty: *VIA EMAIL 6/1/21*
Approved by Finance Director: *CP 6/7/21*
Approved by Department Head: *JLX 6/7/21*

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

The City and Gig Harbor Canoe and Kayak Race Team (Team) have been engaged in discussions since 2017 to coordinate the construction of the human-powered watercraft floats at Ancich Park, now known as the Community Paddler's Dock (Dock). As part of the Agreement the Team agreed to attempt to fund raise \$500,000 towards the \$1.2 million project costs of Dock. Subsequently, the Team donated \$60,421.86 towards the project costs between 2018 and February 2020.

In early 2020 the City intended on pursuing the design and construction of the Dock with a goal of completing the Dock in 2020. By March 2020 the first lease amendment was adopted that established fundraising obligations of the Team and the mandatory milestones for the donations whereby the Team would donate no less than \$500,000 towards the \$1.4 million project costs estimated in 2020.

In August 2020 a change in the layout for Dock was adopted by the City due to the City subleasing a portion of an existing private aquatic lease. This change in the layout for the Dock provided less view blockage of Gig Harbor bay from the shoreline and lowered project costs for the Dock. Prior to the design consultant providing an initial cost estimate for the revised scope the City Council adopted the 2021 budget to fully fund the Dock without additional donations from GHCKRT based on an anticipated project cost of \$400,000. However, the Dock is now at final design and the project cost is estimated at \$730,000 and the City is considering alternatives to provide additional funding for the Project.

The proposed second amendment to the Ancich Park Lease and Agreement for Services is based on proposed revisions discussed at the June 3 council study session. The key terms modified in the attached version of the second amendment include:

1. Establishing the minimum donation amount of \$150,000, not including any previous donations provided from the Team;
2. The extension of the initial term will be 15 years from the date of certificate of occupancy of the public low-profile float system at the Property; and
3. Remedies in case the donations are not provided to the City on the established timeline.

FISCAL CONSIDERATION

The proposed second amendment will reallocate funding for the Community Paddler's Dock by reducing the City's obligation for the project by at least \$150,000.

BOARD OR COMMITTEE RECOMMENDATION

This second amendment has not been presented to a board or committee for their review.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Second Amendment to the Ancich Park Lease and Agreement for Services with the Gig Harbor Canoe and Kayak Race Team.

**SECOND AMENDMENT
TO
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF GIG HARBOR AND
GIG HARBOR CANOE/KAYAK RACING TEAM**

THIS SECOND AMENDMENT is made to that certain Agreement for Services dated December 18, 2017_(the "Agreement") and First Amendment dated April 8, 2020, by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Gig Harbor Canoe/Kayak Racing Team (hereafter "GHCKRT") a Washington nonprofit.

RECITALS

WHEREAS, the Parties have been engaged in discussions since 2017 to coordinate the construction of the human-powered watercraft floats at Ancich (the "Project"); and

WHEREAS, as part of the Agreement the GHCKRT agreed to attempt to fund raise \$500,000 towards the \$1.2 million project costs of such floats estimated in 2018; and

WHEREAS, between 2018 and February 2020, GHCKRT donated \$60,421.86 towards the project costs; and

WHEREAS, in March 2020 the Parties desired to formally include within this lease agreement the fundraising obligations of the GHCKRT and the mandatory milestones for such donations as part of first lease amendment; and

WHEREAS, when the first lease amendment was adopted in March 2020 the City intended on pursuing the Project with a goal of completion in 2020 and proceeded with the understanding that GHCKRT would donate no less than \$500,000 towards the \$1.4 million project costs estimated in 2020; and

WHEREAS, the first amendment was executed along with a Memorandum of Understanding of Funding Obligation (UFO); however, the project has evolved since the UFO was executed and the proposed second amendment no longer requires the UFO; and

WHEREAS, the City revised the scope of the Project in August 2020 due to the City subleasing a portion of an existing private aquatic lease, provided less view blockage of Gig Harbor bay from the shoreline, and lowered project costs; and

WHEREAS, prior to the design consultant providing an initial cost estimate for the revised scope the City Council adopted the 2021 budget to fully fund the Project without additional donations from GHCKRT based on an anticipated project cost of \$400,000; and

WHEREAS, the Project is at final design and the project cost is estimated at \$730,000 so the City is considering alternatives to provide additional funding for the Project; and

WHEREAS, the City and GHCKRT agrees to work together to fund the Project by adjusting the terms of the existing lease for the new donation amount being requested by the City to be not less than \$150,000, not including any previous donations provided from GHCKRT to the City for this project; and

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. **Rent Adjustments.** Section 3.2 of the Agreement is amended to read as follows:

Rental Adjustments. Beginning January 1, 2019, the base rent under this Agreement shall increase or decrease annually in an amount equal to the increase or decrease in the CPI for the Seattle-Tacoma-Bellevue area for the June-to-June time period for the prior year, if any.

2. **Rent Credit.** Section 3.3 of the Agreement shall be deleted and replaced with the following:

GHCKRT agrees to undertake a Capital Campaign no later than 2021 with the goal of raising funds towards the development and construction of a public low-profile float system at the Property. The City agrees that GHCKRT shall have a credit against any current and future rent or other monies owed by GHCKRT under this Lease and any renewals or extensions in the same amount as any and all funds donated to the City by GHCKRT for the Project or for design, permitting, or construction of watercraft storage racks to be used by the public installed in the public portion of the Ancich Waterfront Park Boat Storage Building. In no case will any credit be in excess of actual monies owed under this lease or any extensions.

3. **Extensions and Conditions.** Section 4.1 of the Agreement shall be deleted and replaced with the following:

4.1 Initial Term and Renewal. The initial term of this lease shall be from June 28, 2019 until the Certificate of Occupancy is issued by the City for the public low-profile float system at the Property. Thereafter there shall be a fifteen

(15) year Renewal Term commencing on the date the Certificate of Occupancy is issued by the City for the public low-profile float system at the Property and expiring fifteen (15) years later, unless terminated sooner pursuant to the terms and conditions of this lease.

The Parties agree that the term and extensions for this Lease will be controlled by the following terms:

i. GHCKRT shall provide an initial donation of \$75,000 to the City on or before October 1, 2021. Failure to timely make the initial donation shall result in the Renewal Term being terminated on July 1, 2023.

ii. GHCKRT shall provide a second donation of \$75,000 to the City on or before December 31, 2021. Failure to timely make the second donation shall result in the Renewal Term being terminated on July 1, 2025.

iii. Donations may be made on a rolling basis, no more often than every 90 days, as long as the cumulative total of all donations within the relevant period meet or exceed the required installment amounts.

iv. The donations outlined in i and ii above shall not include any amounts donated prior to the execution of this Second Amendment.

4. **Extensions and Conditions.** Section 4.2 of the Agreement shall be deleted in its entirety.

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

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

[Signatures on following page]

GIG HARBOR CANOE/KAYAK
RACE TEAM

By: _____
Signature

Printed

CITY OF GIG HARBOR

By: _____
Mayor Kit Kuhn

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1210 - Adopting Homeport Design Concept Proposed Council Action: Approve Resolution 1210.	Dept. Origin: Public Works Prepared by: Jeff Langhelm, PE <i>ALX</i> Public Works Director For Agenda of: June 14, 2021 Exhibits: Resolution 1210 Initial & Date <i>KK 6-8-21</i> <i>RL 06/07/2021</i> <i>VIA EMAIL 6/7/21</i> <i>SP 6/7/21</i> <i>ALX 6/7/21</i>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Expenditure Required</td> <td style="width: 25%; text-align: center;">\$0</td> <td style="width: 25%;">Amount Budgeted</td> <td style="width: 25%; text-align: center;">\$ 0</td> </tr> </table>	Expenditure Required	\$0	Amount Budgeted	\$ 0	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Appropriation Required</td> <td style="width: 25%; text-align: center;">\$ 0</td> </tr> </table>	Appropriation Required	\$ 0
Expenditure Required	\$0	Amount Budgeted	\$ 0				
Appropriation Required	\$ 0						

INFORMATION/BACKGROUND

In 2013, the City passed Resolution 949 to capture the visioning process for Ancich Waterfront Park (Park) that continues to guide the development of the site, even with the Park uplands now open to the public. Previous work at the Park has created collaborative and compatible uses within the community, preserved the historic netshed and views of the open waters of Gig Harbor bay as well as provided boat storage opportunities and public access to the water and shoreline. Two over-arching goals of Resolution 949 that remain to be completed include providing moorage for commercial fishing vessels and water access from a dock dedicated for small, human-powered watercraft.

In early 2020 the City selected Davido Consulting Group (DCG) to work with local commercial fishing operators, adjacent property owners, and park stakeholders to review and assess a variety of alternative layouts for a future commercial fishing homeport dock located at the City's Ancich Waterfront Park. The resulting Feasibility Study for the Commercial Fishing Homeport (Study) provided a preferred homeport dock alternative based on moorage needs of local commercial fishing operators, site opportunities, and site constraints. Specifically, DCGs Study included community outreach including interviews with local commercial fisherman and park neighbors, an economic analysis, a parking analysis, and a transportation analysis.

The Study concluded that Homeport dock Alternative E is the recommended dock layout. However, with further input from City Council at their May 24, 2021 meeting and public comment from commercial fishing operators, the design concept known as Alternative G is being recommended in Resolution 1210 as the preferred dock layout.

FISCAL CONSIDERATION

Due to the additional infrastructure and mitigation required by the preferred design concept of Alternative G, the total project costs for Alternative G will be more expensive than the Study's recommended Alternative E.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve Resolution 1210.

RESOLUTION NO. 1210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A DESIGN CONCEPT FOR THE COMMERCIAL FISHING HOMEPORT AT ANCICH WATERFRONT PARK.

WHEREAS, in 2013, the City passed Resolution 949 to capture the visioning process for Ancich Waterfront Park (Park) and continues to guide the development of the site, even with the Park uplands now open to the public; and

WHEREAS, previous work at the Park has created collaborative and compatible uses within the community, preserved the historic netshed and views of the open waters of Gig Harbor bay, as well as provided boat storage opportunities and public access to the water and shoreline; and

WHEREAS, two over-arching goals of Resolution 949 that remain to be completed include providing a dock for moorage for commercial fishing vessels and water access from a dock dedicated for small, human-powered watercraft; and

WHEREAS, while design and permitting for the human-powered watercraft dock is well underway, the size and configuration of a commercial fishing homeport dock (Homeport) has yet to be established; and

WHEREAS, in 2019 the City gathered Ancich Park stakeholder representatives, including commercial fishing operators, neighbors, the Gig Harbor Canoe and Kayak Race Team, and the general public, for discussions on how to best implement the Homeport; and

WHEREAS, when considering the impacts to all user groups most stakeholders supported a compromise to implement the Homeport; however, the City agreed to have an independent consultant collect additional data to establish an independent conclusion on how to best implement the Homeport; and

WHEREAS, subsequently, in 2020 the City, and Davido Consulting Group (DCG) worked with local fishermen, adjacent property owners, and other Homeport parties to develop and consider commercial fishing moorage needs, impacts, benefits, and various dock layout alternatives that were considered as part of the City's Commercial Fishing Homeport Feasibility Study (Study); and

WHEREAS, the site is intended to provide a connection between land and water for a variety and size of watercraft and user abilities, therefore the primary concern and focus is to provide the safest facility for these users that are sharing the water; and

WHEREAS, the purpose of the Study was to provide economic analysis and community opinions for the layout of the proposed Homeport dock based on current and future demand, including project feasibility relative to proportionate impacts while considering potential mitigation and safety improvements; and

WHEREAS, throughout the study, DCG interviewed members of the local fishing fleet and Park neighbors, held meetings with City Council, evaluated decision criteria for the Homeport, and developed a discussion of possible traffic and parking impacts the Homeport would have on the neighborhood; and

WHEREAS, the Study also included economic information that quantified the direct costs and revenues the Homeport would have for the City; and

WHEREAS, the Study summarized those findings in a concise manner, provided the methodology of our evaluation of the community's comments, recorded stakeholder in-put, and delivered accurate cost estimates and revenues for each dock alternative; and

WHEREAS, permitting agencies at all levels have expressed support for the alternative with the least amount of overwater coverage and requiring the least amount of mitigation while minimizing the potential for conflicts with maneuvering vessels as outlined in Alternative E; and

WHEREAS, the City recognizes the existing available moorage for commercial fishing vessels in Gig Harbor remains unfilled, therefore the assumed demand may not exist; and

WHEREAS, the existing private commercial fishing docks in Gig Harbor continue to be redeveloped and the City may unwittingly be encouraging the sale of existing private commercial fishing docks, which may as a result not increase the moorage opportunities in Gig Harbor for commercial fishing vessels; and

WHEREAS, Alternative E provides the ability to moor up to 13 vessels with rafting at a capital cost of mooring only 8 vessels; and

WHEREAS, Alternative E provides future flexibility to expand and adjust moorage layouts by allowing moorage options as commercial fishing vessels change dimensions and layouts; and

WHEREAS, Alternative E with rafting requires the least amount of maneuvering area and would only take about 40% of the open water in front of the Park below extreme low tide; and

WHEREAS, the Alternative E maneuvering area minimizes the potential for conflicts between commercial fishing vessels and human-powered watercraft users of the Park while maximizing safety for all users; and

WHEREAS, the Study concluded the Homeport layout Alternative E is the recommended layout because of the relatively high conformance to the historic working waterfront, the low net cost, the limited impact to traffic and parking, high moorage capacity, the minimal mitigation impacts, and the high benefit of on-water safety; and

WHEREAS, with further input from City Council at their May 24, 2021 meeting and public comment from commercial fishing operators, the design concept known as Alternative G is being considered as the preferred dock layout due to the ability to moor up to 17 vessels without rafting; and

WHEREAS, due to the additional infrastructure and mitigation required by the preferred design concept of Alternative G, the total project costs for Alternative G will be more expensive than the Study's recommended Alternative E.

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

Section 1.

The City accepts and adopts the Ancich Commercial Homeport dock layout Alternative G, as attached in Exhibit A.

RESOLVED this ____ day of _____, 2021.

APPROVED:

KIT KUHN, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

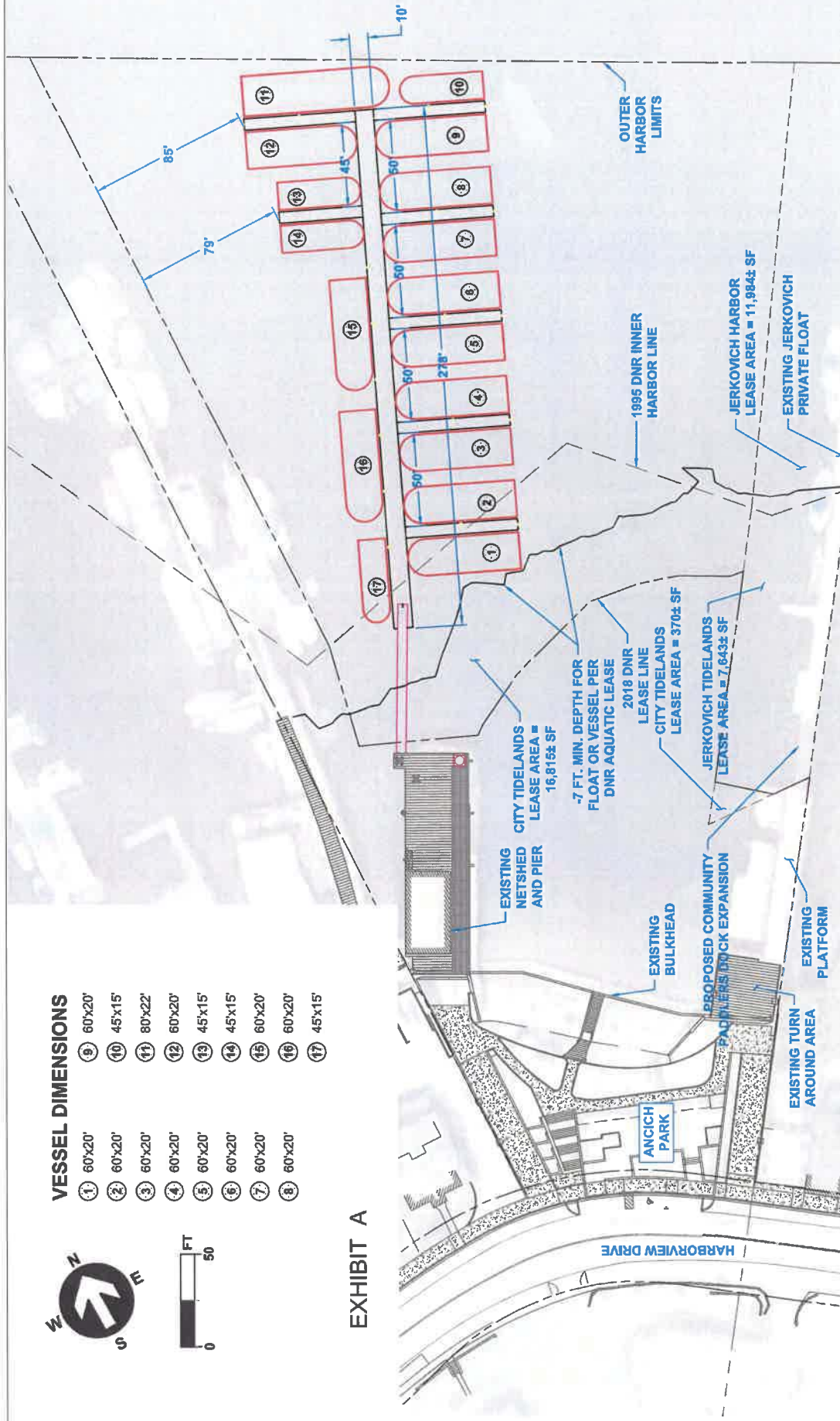
FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 06/14/2021
RESOLUTION NO. 1210



VESSEL DIMENSIONS

- ① 60'x20'
- ② 60'x20'
- ③ 60'x20'
- ④ 60'x20'
- ⑤ 60'x20'
- ⑥ 60'x20'
- ⑦ 60'x20'
- ⑧ 60'x20'
- ⑨ 60'x20'
- ⑩ 45'x15'
- ⑪ 80'x22'
- ⑫ 60'x20'
- ⑬ 45'x15'
- ⑭ 45'x15'
- ⑮ 60'x20'
- ⑯ 60'x20'
- ⑰ 45'x15'

EXHIBIT A



HUMAN-POWERED FLOAT AND COMMERCIAL FISHING DOCK

ANCICH WATERFRONT PARK

FLOAT EXHIBIT - ALTERNATIVE 'G'

06/08/2021

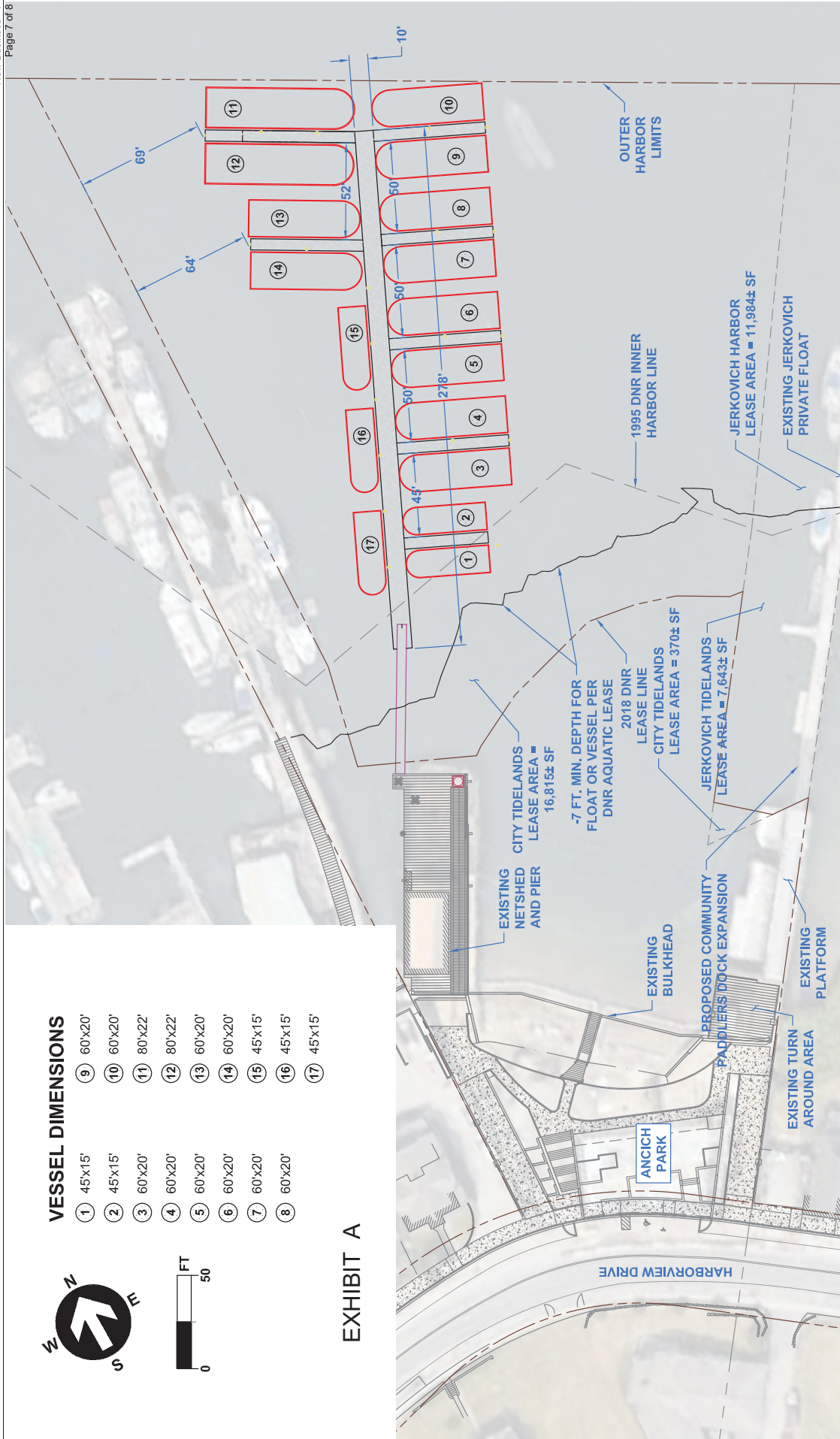


VESSEL DIMENSIONS

- ① 45'x15'
- ② 45'x15'
- ③ 60'x20'
- ④ 60'x20'
- ⑤ 60'x20'
- ⑥ 60'x20'
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EXHIBIT A

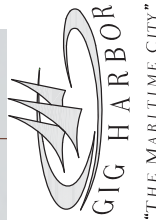


HUMAN-POWERED FLOAT AND COMMERCIAL FISHING DOCK

ANCICH WATERFRONT PARK

FLOAT EXHIBIT - ALTERNATIVE 'G'

06/10/2021

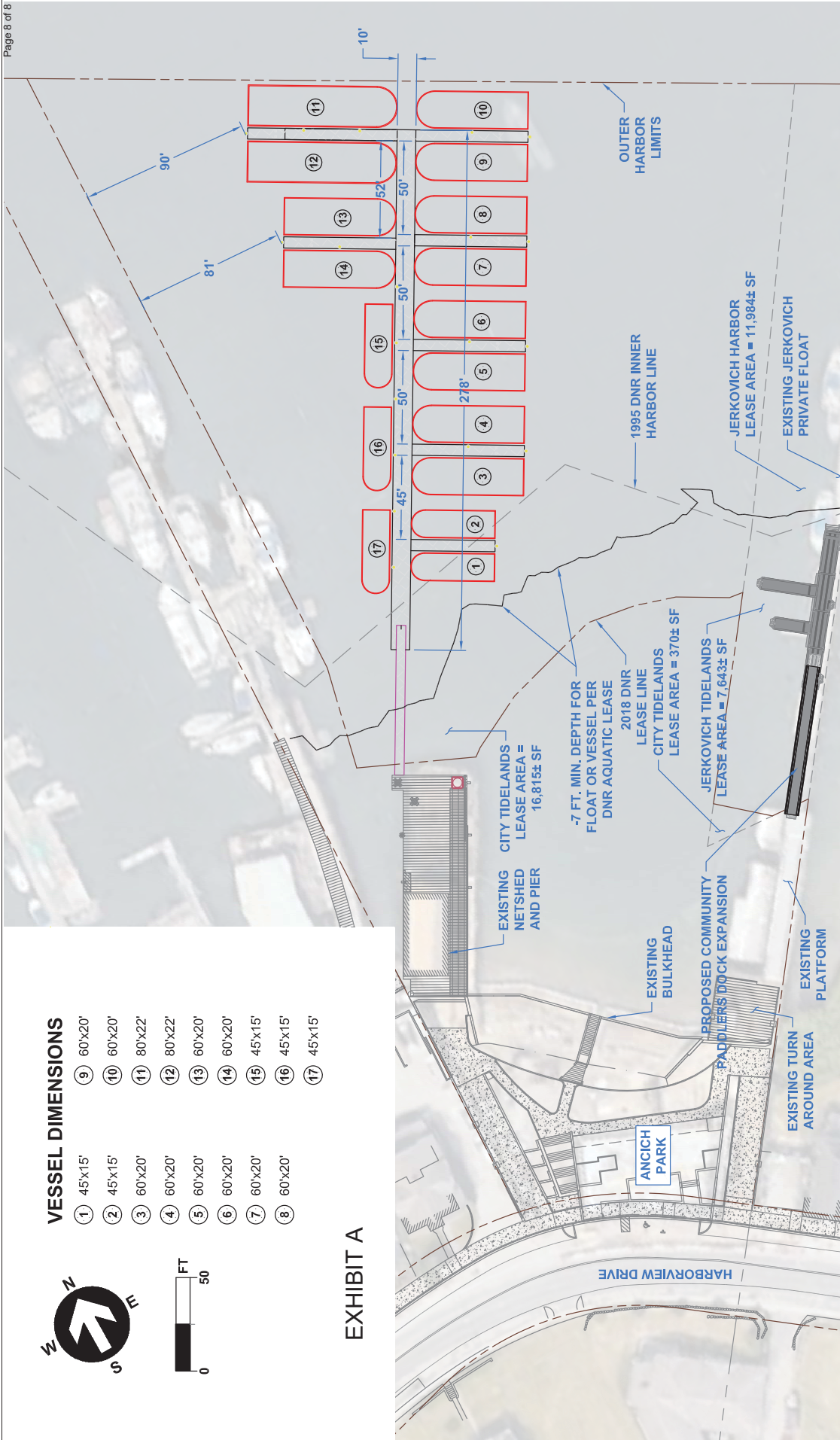


VESSEL DIMENSIONS

- ① 45'x15'
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EXHIBIT A



HUMAN-POWERED FLOAT AND COMMERCIAL FISHING DOCK

ANCICH WATERFRONT PARK

FLOAT EXHIBIT - ALTERNATIVE 'G'

06/01/2021

